CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, February 28, 2023, 4:00 PM

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 Corey A. Reeves, District 5 Councilmember
The Honorable Natasha Williams, District 6 Councilmember
Vacant, District 7 Councilmember

REGULAR COUNCIL MEETING AGENDA

I. 4:00 p.m. Invocation

II. 4:02 p.m. Pledge of Allegiance

III. 4:03 p.m. Roll Call- Corey Adams, City Clerk

IV. 4:04 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)

V. 4:05 p.m. Approval of City Council Meeting Minutes

1. Request Council Approval of City Council Regular Meeting Minutes from January 24, 2023 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from February 14, 2023 (City Clerk)
3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from February 14, 2023 (City Clerk)

VI. 4:07 p.m. Adoption of Council Agenda

VII. 4:10 p.m. Proclamation Presentations

4. Proclamation Presentation recognizing Deborah Mitchell (Councilmember Gumbs)

   Proclamation Presentation recognizing Mya and Maci Nelson (Councilmember Gumbs)

   Proclamation Presentation recognizing 4Colors Mastinos (Mayor khalid)

VIII. 4:25 p.m. Public Comment

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

IX. 4:55 p.m. Council Comments

X. 5:15 p.m. Consent Agenda Items

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

   Walter Metze Appreciation Day (Mayor and Full Council)
   Xernona Clayton Appreciation Day (Mayor and Full Council)
   Bunnie Jackson Ransom Appreciation Day (Mayor and Full Council)
   Marquis Grissom and the Marquis Grissom Baseball Association Appreciation Day (Mayor and Full Council)
   Thomas Dortch Appreciation Day (Mayor and Full Council)
   EBC Upward Basketball Ministry Appreciation Day (Councilmember Rowell)
   Derik Guyton and Pawed Inc. Day (Mayor and Council)

6. Request Council Approval of Board/Committee Appointments:

   District 7:
   Councilmember Pritchett appoints Yvonne Boone to the Planning Commission.
   Councilmember Pritchett appoints Mary Criss to the Code Enforcement Board.
   Councilmember Pritchett appoints Khalisha Kristen Roberts to the Zoning Board of Appeals.

7. Request Council Approval of A Resolution Proclaiming And Recognizing January 23, 2023 As The 50th Anniversary Of Roe V. Wade (Sponsored by Councilmember Gumbs)

8. Request Council Approval Of A Resolution By The City Of South Fulton City Council Declaring The City Of South Fulton A Purple Heart City; To Designate August 7th As Purple Heart Day (Sponsored by Councilmember Reeves)

9. Request Council Approval Of A Resolution By The City Of South Fulton City Council Recognizing And Supporting April 11-17, 2023, As "Black Maternal Health Week" (Sponsored by Councilmember Gumbs)

XI. 5:20 p.m. Alcohol License, Rezonings, Variance and Modification Cases (For Motion and Vote)

10. 5:20 p.m. Request Council Consideration of Z22-021: 1180 Utoy Springs Rd. (near Cascade Road) -Request to rezone from MIX (Mixed Use) Zoning District to C-1 (Limited Commercial) Zoning District to facilitate development of a commercial building on 1.13 +/- acres of land. The subject property is located at 1180 Utoy Springs Road and within the Cascade Corridor Overlay District. (District 1)

11. 5:25 p.m. Request Council Consideration of Z22-013/CV22-005 Fulton Industrial Blvd. Request to rezone property from 0-1 (Office and Institutional) Zoning District to M-1 (Light Industrial) Zoning District to construct a 136,080 square foot warehouse on 32.9 +/- acres of land. The Applicant is also requesting concurrent variances to reduce the rear yard setback from 100 ft. to 50 ft. and to allow outdoor storage in the front yard. (District 1)

12. 5:30 p.m. Request Council Consideration of U22-007: Request to consider a Special Use Permit (SUP) for a nail salon located at 2225 Jonesboro Rd. (District 7)

13. 5:35 p.m. Request Council Approval of an alcohol license change of ownership for J D Venture, LLC. dba J D Package Store for an alcohol license for the retail sales of beer, wine and distilled beverages at 4401 Fulton Industrial Blvd SW. (District 1)

14. 5:40 p.m. Request Council Approval an alcohol license change of ownership for Triple S 2022 Investment LLC. dba A One Store for an alcohol license for the retail sales of beer and wine beverages at 6129 Old National Hwy. (District 6)

XII. 5:45 p.m. Agenda Items

15. REAL ESTATE

    5:45 p.m. Request Council Approval Of A Resolution Approving The Lease Of Real Property Located At Or Near 3800 Camp Creek Parkway - Municipal Court (Sponsored by Councilmember Reeves)

16. 5:50 p.m. Request Council Approval Of A Resolution Creating A South Fulton City Hall Building Fund And An Annual Allotment To The Fund From The General Fund (Sponsored by Mayor khalid)

17. CITY CONTRACTS AND PURCHASES

    5:55 p.m. Request Council Approval to enter into an agreement to update our agreement to add enhancements for the Real Time Crime Center and supporting equipment for an amount not to exceed $350,000 to be paid out of ARPA Funds. (IT and Police)

18. 6:05 p.m. Request Authorization for the Mayor or City Manager to enter into a contract with Osprey Management to provide facility renovation and site improvements at Burdett Park Gymnasium in an amount not to exceed $450,000.00 to be funded from the FY 23 Facilities Capital Improvement Account. (Public Works)

19. 6:10 p.m. Request Council Approval of a Pipeline Crossing License Agreement with Fulton County Railway, LLC to repair two damaged 72" stormwater drainpipes located at 6205 Boat Rock Boulevard. The estimated cost for the repair of the stormwater drainpipes is estimated at $212,500.00 to be funded out of the Stormwater funding line. (Public Works)

20. 6:20 p.m. Request Council Approval to extend an agreement with AT&T to include AT&T Office at Hand, which will replace the current backend phone system. This agreement is budget neutral. (IT)

21. 6:25 p.m. Request Authorization for the Mayor or City Manager to enter into a Cooperative Purchasing Agreement via the National Cooperative Purchasing Alliance (NCPA), Contract # 08-23 for Athletic Equipment at Welcome All Park with Johnson Health Tech North America, Inc. d/b/a Matrix Fitness with their Authorized Dealer Ready Fitness, located in Cottage Grove, WI in the amount of $93,317.43 to be funded out of Parks, Recreation and Cultural Affairs Department's General Fund. (Parks, Recreation and Cultural Affairs)

22. 6:30 p.m. Request for Council Approval to enter into a contract with Next Level Events for the purpose of promotion and talent acquisition for the 2023 COSF Juneteenth Celebration in an amount not to exceed $70,000.00 to be funded out of Parks, Recreation and Cultural Affairs Department's General Fund. (Parks, Recreation and Cultural Affairs)

23. CITY COUNCIL AND CITY ADMINISTRATION

    6:35 p.m. Request Council Approval Of A Resolution By The Mayor And Council Of The City Of South Fulton, Georgia, Pledging To Practice And Promote Civility In The City Of South Fulton (Sponsored by Councilmember Gumbs)

24. 6:40 p.m. Request Council Approval Of A Resolution By The City Of South Fulton City Council Requesting To Become A Member Of The Metro Atlanta Land Bank Authority (MALB); Approving An Interlocal Cooperation Agreement To Become A Member Of The MALB; Allocating Funds For Membership To The MALB (Sponsored by Councilmembers Sebastian and Rowell)

25. 6:45 p.m. First Read Of An Ordinance To Amend Title 3, Building Regulations, Chapter 7, Economic Development Incentives, Of The City Of South Fulton Code Of Ordinances, Related To Family Entertainment Facilities (Sponsored by Councilmember Rowell)

26. 6:50 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And for Other Lawful Purposes (Sponsored by Councilmember Rowell)

27. 6:55 p.m. First Read Of An Ordinance To Amend Section 1-3002, Subsection (m) Executive Session, Chapter 3 - Mayor and Council of Title 1 - Administration, Regarding The Designation Of An Official Person Authorized To Take The Required Minutes During Executive Session; To Prohibit The Unauthorized Recordation Of Executive Session (Sponsored by Councilmembers Willis and Pritchett)

28. CHARTER CHANGE

    7:00 p.m. First Read Of An Ordinance Amending Sections 3.10A Role Delineation Subsection (3) And 4.13, City Clerk, Of The City Of South Fulton Charter (Sponsored by Councilmembers Sebastian, Williams and Willis)

29. PUBLIC SAFETY

    7:05 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 16, Alcoholic Beverages, Of The City of South Fulton Code Of Ordinances, To Add Section 16-2003.2 Related To Requirements For Public Safety Plans (Sponsored by Councilmember Rowell)

XIII. 7:10 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

XIV. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of City Council Regular Meeting Minutes from January 24, 2023
DATE:	February 28, 2023
SUBJECT:	Request Council Approval of City Council Regular Meeting Minutes from January 24, 2023
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2023_1_24_Meeting_DRAFT	Cover Memo	2/27/2023

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, January 24, 2023, 4:00 PM

REGULAR MEETING MINUTES

I. 4:00 p.m. Invocation

Minutes:
The invocation was rendered by Pastor Barbara McKee, Assistant Chaplain.

II. 4:02 p.m. Pledge of Allegiance

Minutes:
The pledge of allegiance was recited in unison.

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	4:07 PM
Corey A. Reeves	District 5 Councilmember	Present	4:11 PM
Natasha Williams	District 6 Councilmember	Present	
Linda Becquer Pritchett	District 7 Councilmember	Present	

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

III. 4:05 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)

Minutes:
The meeting was called to order by Mayor khalid kamau at 4:04 PM.

IV. 4:06 p.m. Approval of City Council Meeting Minutes

Motion (Approve): Councilmember Willis
Second: Councilmember Gumbs

Page 7 of 394

[Motion Approved]

Yea:	5 Gumbs, Pritchett, Rowell, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	2 Reeves, Sebastian

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

Regular Meeting from December 13, 2022
Zoning Public Hearing from December 13, 2022 and January 10, 2023
Work Session Meeting from December 13, 2022 and January 10, 2023
Special Called Meeting from December 19, 2022

The motion was approved 5-0. Councilmembers Sebastian and Reeves did not vote.

1. Request Council Approval of City Council Regular Meeting Minutes from December 13, 2022 (City Clerk)

2. Request Council Approval of City Council Work Session Minutes from December 13, 2022 and January 10, 2023 (City Clerk)

3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from December 13, 2022 and January 10, 2023 (City Clerk)

4. Request Council Approval of City Council Special Called Meeting Minutes from December 19, 2022 (City Clerk)

V. 4:07 p.m. Adoption of Council Agenda

Motion (Approve as Amended): Councilmember Gumbs
Second: Councilmember Sebastian
[Motion Approved]

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

Minutes:
A motion was made to approve the agenda with the following amendments:

1. **Remove Item 29 from the agenda per the City Manager**
2. **Remove Item 22 from the agenda per the Councilmember Sebastian**
3. **Remove Item 7 from the Consent Agenda and add to the Regular Agenda (Councilmember Sebastian)**

The motion as amended was approved unanimously.

VI. 4:10 p.m. Proclamation Presentation

5. **Proclamation Recognizing Courtney "Bear" Sills (Mayor Pro Tem Reeves)**

Minutes:
Proclamation Presentation presented to Courtney "Bear" Sills

VII. 4:40 p.m. Public Comments

Motion (Approve as Amended): Councilmember Gumbs
Second: Councilmember Rowell
[Motion Approved]

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

Minutes:
A motion was made to suspend the rules to allow Apollonia Blanchard, the mother of Marquavis Blanchard to speak.

The motion was approved unanimously.

There were 10 people who submitted public comments as follows:

1. Velma Head, District 1: Opposed to Wallace Road Rezoning
2. Phyliss Turner: Recommends alternative plans for Wallace Road Rezoning
3. Anthony Fulton, District 1: Recommends alternative conditions for Wallace Road Rezoning
4. Louise Tolbert, District 1: Opposed to Wallace Road Rezoning
5. Jewel Johnson, District 1: Opposed to Wallace Road Rezoning and opposed to one hauler sanitation service
6. Reshard Snellings, District 1: Opposed to one hauler sanitation service and concerned about violations of the Decorum Policy.
7. Pamela Harris, District 1: Opposed to one hauler sanitation service and departure of CDRA staff
8. Chaundra Simmons, District 5: Opposed to Estes Road Rezoning
9. Dee Claborn, District 5: Opposed to Estes Road Rezoning
10. Apollonia Blanchard

VIII. 5:10 p.m. Council Comments

IX. 5:30 p.m. Consent Agenda Items

Motion (Approve as Amended): Councilmember Rowell

Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:
A motion was made to approve the Consent Agenda as amended.

The motion was approved unanimously.

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

   Terrance Abrams Appreciation Day (Mayor Pro Tem Reeves)
   Patrick Swanson Appreciation Day (Mayor Pro Tem Reeves)
   Ternard Turner Appreciation Day (Mayor Pro Tem Reeves)
   Laverne Billings and Mariann Couch Appreciation Day (Councilmember Rowell)
   Terrence Rhashad Dortch Appreciation Day (Mayor and Full Council)
   Cleophas "Cleo" Orange Appreciation Day (Mayor and Full Council)
   Langston Hughes High School Panthers Football Team Appreciation Day (Mayor and Full Council)
   Micah Travis Hines Appreciation Day (Councilmember Rowell)

Minutes:
Item approved as a part of the Consent Agenda.

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7. **Request Approval of A Resolution Appointing District 6 Councilmember Natasha Williams As Mayor Pro Tempore (Sponsored by Councilmembers Sebastian, Rowell, Gumbs and Willis)**

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

Yea:	6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay:	1 Pritchett
Abstain:	0
Not Voting:	0

Minutes:
Item removed from Consent Agenda to the Regular Agenda.

Later in the meeting, a motion was made to approve a Resolution Appointing District 6 Councilmember Natasha Williams As Mayor Pro Tempore. Councilmember Reeves

requested to be added a a sponsor.

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

8. **Request Council Approval of Revised 2023 Council Meeting Schedule (City Clerk)**

Minutes:
Item approved as a part of the Consent Agenda.

9. **Request Council Acceptance of Fulton County Board of Elections Certified Election Results from the November 8, 2022, Municipal Special Election and the December 6, 2022, Run Off Election (City Clerk)**

Minutes:
Item approved as a part of the Consent Agenda.

10. **Request Council Approval to award a professional services agreement to Center for Public Safety Management, LLC (CPSM), located in Washington, DC to conduct a comprehensive analysis for law enforcement services in the amount of $84,500.00 to be funded from the Police Headquarters Building Capital Improvement Plan (CIP) fund. (Police)**

Minutes:
Item approved as a part of the Consent Agenda.

11. **Request Council Approval to purchase a set of battery-powered extrication tools from Georgia Fire and Rescue Supply for the Fire Department in the amount of $37,967.80 to be funded out of the Capital Improvement Plan (CIP) budget. (Fire)**

Minutes:
Item approved as a part of the Consent Agenda.

12. **Request Council Approval to contract with Sumter Local Government Consulting for an Executive Search Firm for a 2nd Assistant City Manager and Internal Auditor in an amount not to exceed $40,000 to be funded from the City Manager's Professional Services account. (City Manager)**

Minutes:
Item approved as a part of the Consent Agenda.

X. 5:40 p.m. Alcohol License, Rezonings, Variance and Modification Cases (For Motion and Vote)

13. **5:40 p.m. Z22-007: Request Council Consideration to rezone from AG-1 (Agricultural) Zoning District to R-4 (Single-Family Dwelling) Zoning District to construct 26 single-family residential dwellings on 12.60 +/- acres of land. The subject property is located at 2210 Wallace Road and within the Sandtown Overlay District. (District 1) (Item was deferred at the December 13, 2022, Council Meeting)**

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

Yea:	6 Gumbs, Pritchett, Reeves, Rowell, Sebastian, Willis
Nay:	1 Williams
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve case #Z22-007 per staff's conditions and as follows: Approve rezoning from AG-1 (Agricultural) Zoning District to R-3 (Single-Family Dwelling) Zoning District to construct not more than 12 single-family residential dwellings on 12.60 +/- acres of land. The subject property is located at 2210 Wallace Road. Staff conditions are:

1. The use of the subject property shall be restricted to no more than 12 single-family dwellings.
2. The site plan shall be in general conformity with the conceptual site plan included in the staff report.
3. All dwellings shall have a minimum two-car garage.
4. A Homeowner Association shall be established for the proposed development for the purpose of providing sustainable maintenance of common areas and covenants regulating sustainable uses and structures with no age restriction to seniors. No deed restrictions.
5. The proposed walking trail materials shall include either mulch, wood chips, crushed stone, or recyclable materials.
6. Construct a deceleration lane on Wallace Road into the site.
7. Provide curb and gutter and a 5' sidewalk along the entire frontage of Wallace Road.
8. The private street shall be constructed to City of South Fulton public street standards.
9. Along the frontage of Wallace Road, there shall be a minimum 25-foot-wide natural undisturbed buffer with a ten-foot improvement setback with decorative privacy fencing.
10. A geotechnical study shall be completed before land disturbance.

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

Motion (Approve w/ Conditions): Councilmember Rowell
Second: Councilmember Williams
[Motion Not Carried]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve case #Z22-007 per staff's conditions and as follows: Approve rezoning from AG-1 (Agricultural) Zoning District to R-4A (Single-Family Dwelling) Zoning District to construct not more than 21 single-family residential dwellings on 12.60 +/- acres of land. The subject property is located at 2210 Wallace Road. Staff conditions are:

1. The use of the subject property shall be restricted to no more than 21 single-family dwellings.
2. The site plan shall be in general conformity with the conceptual site plan included in the staff report.
3. All dwellings shall have a minimum two-car garage.
4. A Homeowner Association shall be established for the proposed development for the purpose of providing sustainable maintenance of common areas and covenants regulating sustainable uses and structures with no age restriction to seniors.
5. The proposed walking trail materials shall include either mulch, wood chips, crushed stone, or recyclable materials.
6. Construct a deceleration lane on Wallace Road into the site.
7. Provide curb and gutter and a 5' sidewalk along the entire frontage of Wallace Road.
8. The private street shall be constructed to City of South Fulton public street standards.
9. Along the frontage of Wallace Road, there shall be a minimum 25-foot-wide natural undisturbed buffer with a ten-foot improvement setback with decorative privacy fencing.
10. A geotechnical study shall be completed before land disturbance.

The motion was not carried.

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14. **5:50 p.m. Z22-017: Request Council Consideration to rezone from R-3 (Single-Family Dwelling) Zoning District to R-5A (Single- Family Dwelling) Zoning District to construct 46 detached single-family homes on 10.96 +/-acres of land. The subject property is located along Estes Drive, generally bounded by Estes Drive to the north, Ravenswood Drive to the east, Sable Run Road to the south, and Clearwater Drive to the west. (District 5)**
The subject property is located along Estes Drive, generally bounded by Estes Drive to the north, Ravenswood Drive to the east, Sable Run Road to the south, and Clearwater Drive to the west. (District 5)

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

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

Minutes:
A motion was made to deny case#Z22-017: Request to rezone from R-3 (Single-Family Dwelling) Zoning District to R-5A (Single- Family Dwelling) Zoning District to construct 46 detached single-family homes on 10.96 +/-acres of land on Estes Drive.

The motion to deny was approved unanimously.

15. **5:55 p.m. U22-012: Request Council Consideration for a Special Use Permit (SUP) for the expansion of a transfer station to an existing Waste Pro Facility within the M-2 (Heavy Industrial) Zoning District on 41.85 +/- acres of land. The subject property is located at 4785 Fulton Industrial Boulevard. (District 1)**

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

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

Minutes:
A motion was made to approve case# U22-012:Request for a Special Use Permit (SUP) for the expansion of a transfer station to an existing Waste Pro Facility within the M-2 (Heavy Industrial) Zoning District on 41.85 +/- acres of land. The subject property is located at 4785 Fulton Industrial Boulevard.

The motion was approved unanimously.

Motion (Previous Question): Councilmember Willis
Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:
A motion was made to call the previous question.

The motion was approved unanimously.

XI. 6:10 p.m. Agenda Items

16. **PUBLIC WORKS**

6:10 p.m. Request Council approval of a contract with Waste Pro to provide citywide residential solid waste services to include weekly curbside household trash and monthly bulk waste removal. The anticipated annual pass-through cost would be +/- $6.94 million allocated from the Solid Waste Enterprise fund established in the FY23 Budget. (Public Works)

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

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

Minutes:
A motion was made to approve a contract with Waste Pro to provide citywide residential solid waste services to include weekly curbside household trash and monthly bulk waste removal.

The motion was approved unanimously.

Councilmember Willis requested that the Sanitation (Solid Waste) Ordinance be re-submitted through the legislative process.

Motion (Previous Question): Councilmember Sebastian
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to call the previous question.

The motion was approved unanimously.

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17. **PLANNING AND ZONING**

6:50 p.m. Request Council Approval of Revised Citywide Fee Schedule To Be Effective March 6, 2023 (Finance and CDRA)

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

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

Minutes:
A motion was made to approve Revised Citywide Fee Schedule To Be Effective March 6, 2023.

The motion was approved unanimously.

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18. **7:10 p.m. Request Council approval of a Resolution adopting the Community Development Services Department's 2023 Calendars And Locations for Rezonings, Modifications and Variances for the Mayor and Council of the City of South Fulton, Georgia to comply with the Georgia Open Meetings Act and for other purposes (CDRA)**

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

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

Minutes:
A motion was made to approve a Resolution adopting the Community Development Services Department's 2023 Calendars And Locations for Rezonings, Modifications and Variances for the Mayor and Council of the City of South Fulton, Georgia to comply with the Georgia Open Meetings Act.

The motion was approved unanimously.

Motion (Previous Question): Councilmember Gumbs
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to call the previous question.

The motion was approved unanimously.

Page 16 of 394

19. **7:20 p.m. Request City Council Approval of Contract with Clark Patterson-Lee for interim management of the Community Development (Planning And Zoning) Department in the amount of $32,000 per month to be funded out of the CDRA Professional Services. (City Manager)**

Motion (Approve w/ Conditions): Councilmember Rowell
Second: Councilmember Gumbs
[Motion Failed]

Yea:	3 Gumbs, Rowell, Sebastian
Nay:	4 Pritchett, Reeves, Williams, Willis
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve a Contract with Clark Patterson-Lee for interim management of the Community Development (Planning And Zoning) Department in the amount of $32,000 per month to be funded out of the CDRA Professional Services. A condition was made not to exceed 6 months.

The motion failed for a lack of 4 affirmative votes. 3-4 Councilmembers Willis, Reeves, Williams and Pritchett voted in opposition.

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20. **7:45 p.m. Request Council Approval of a Pipeline Crossing License Agreement with Omnitrax Railroad to repair two damaged 72" stormwater drainpipes located at 6205 Boat Rock Boulevard. The estimated cost for the repair of the stormwater drainpipes is estimated at $212,500.00 to be funded out of the Stormwater funding line. (Public Works)**

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

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

Minutes:
A motion was made to approve a Pipeline Crossing License Agreement with Omnitrax Railroad to repair two damaged 72" stormwater drainpipes located at 6205 Boat Rock Boulevard. The estimated cost for the repair of the stormwater drainpipes is estimated at $212,500.00 to be funded out of the Stormwater funding line.

The motion was approved unanimously.

Motion (Approve): Councilmember Rowell
Second:

[Motion Approved]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve a Pipeline Crossing License Agreement with Omnitrax Railroad to repair two damaged 72" stormwater drainpipes located at 6205 Boat Rock Boulevard. The estimated cost for the repair of the stormwater drainpipes is estimated at $212,500.00 to be funded out of the Stormwater funding line.

The motion was approved unanimously.

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21. **7:50 p.m. Request Council Approval to award ITB # 22-104 Sidewalk Improvements on Danforth Road to the lowest, responsible and responsive Bidder meeting the specifications: CMC, Inc., located in Suwanee, Georgia in the amount of $1,394,740.00 which includes a ten (10%) contingency amount of $126,794.54 to be funded from the TSPLOST account. (Public Works)**

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

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

Minutes:
A motion was made to approve the award of ITB # 22-104 Sidewalk Improvements on Danforth Road to the lowest, responsible and responsive Bidder meeting the specifications: CMC, Inc., located in Suwanee, Georgia in the amount of $1,394,740.00 which includes a ten (10%) contingency amount of $126,794.54 to be funded from the TSPLOST account.

The motion was approved unanimously.

Motion (Previous Question): Councilmember Rowell
Second: Councilmember Gumbs
[Motion Approved]

Yea:	6 Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis
Nay:	1 Reeves
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to call the previous question.

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

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22. **7:55 p.m. Request Council Approval to enter into a Cooperative Purchasing Agreement via Omnia, RFP # 269-2017-028, Contract No. 2017001134 for playground equipment at Cedar Grove Park with Playcore Wisconsin, Inc. d/b/a GameTime, located in Longwood, FL in the amount of $305,951.92 to be funded out of Capital Improvement Plan (CIP) Budget. (Parks, Recreation And Cultural Affairs)**

Minutes:
This item was removed from the agenda by the Councilmember Sebastian.

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23. **8:00 p.m. Request Council Approval to purchase five (5)- KIA Sportage Hybrid vehicles from Jim Shorkey Auto Group for the Fire Department Inspectors in the Community Risk Reduction Division in the amount of $153,063.00 to be funded out of the Capital Improvement Plan (CIP) budget. (Fire Department)**

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

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

Minutes:
A motion was made to approve the purchase of five (5)- KIA Sportage Hybrid vehicles from Jim Shorkey Auto Group for the Fire Department *specifically for use by the Community Risk Reduction Division and fire personnel only* in the amount of $153,063.00 to be funded out of the Capital Improvement Plan (CIP) budget.

The motion was approved unanimously.

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24. **PUBLIC SAFTY**

8:20 p.m. First Read of An Ordinance To Amend Title 16, Alcoholic Beverages, Of The City of South Fulton Code Of Ordinances, To Add Section 16-2003.2 Related To Requirements For Public Safety Plans (Sponsored by Councilmember Rowell)

Minutes:
FIRST READ

Councilmember Rowell requests that camera requirements are included in the ordinance.

Councilmember Reeves requests that staff consider adding language identifying city funding sources to support the requirement for businesses to have security staff.

---

25. **CITY COUNCIL AND CITY ADMINISTRATION**

8:25 p.m. Request Council Consideration of An Override of the Mayor's Veto of A Resolution Approving the City Manager's Emergency Procurement of Probation Supervision and Rehab Services.

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

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

Minutes:
A motion was made to approve items 25-27 as a part of a group vote.

The motion was approved unanimously.

---

26. **8:30 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And for Other Lawful Purposes (Sponsored by Councilmember Rowell)**

Minutes:
Item approved as a part of group block vote for items 25-27.

---

27. **8:35 p.m. Request Council Approval of a Resolution Fixing and Publishing Qualifying Fees For Offices Subject To Election In The Year 2023 And For Other Purposes (City Clerk)**

Minutes:
Item approved as a part of group block vote for items 25-27.

---

28. **8:40 p.m. Request Council approval for the City Manager to secure the proper LED video equipment, curtains, cables, and other stage items for the Wolf Creek Amphitheater in order to hold live performances with a cost not to exceed $260,000. The funding will come from the FY23 Wolf Creek budget.**

Motion (Approve): Councilmember Gumbs
Second: Councilmember Willis

[Motion Approved]

Yea:	6 Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis
Nay:	1 Reeves
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to authorize the City Manager to secure the proper LED video equipment, curtains, cables, and other stage items for the Wolf Creek Amphitheater in order to hold live performances with a cost not to exceed $260,000.

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

---

29. **8:45 p.m. Request Council Approval to confirm a Special Event Application for Mayor "khalid" hosts: Town Hall Quarterly Series: Courageous Town Hall Conversations "It Takes A Village" partnership with rapper Young Dro. (tentatively: January 26 (THC)/ March (TBD)/ May 31 - (Tech Support)/ June 1 (THC)/ August 30 (Tech Support)/ August 31 (THC)) at The Southwest Arts Center: 915 New Hope Rd, South Fulton, GA 30331** **(tentatively: January 26 (THC)/ March (TBD)/ May 31 - (Tech Support)/ June 1 (THC)/ August 30 (Tech Support)/ August 31 (THC) at The Southwest Arts Center: 915 New Hope Rd, South Fulton, GA 30331**

Minutes:
This item was removed from the agenda by the City Manager.

XII. 8:50 p.m. Executive Session

Minutes:
No Executive Session was held.

XIII. 9:00 p.m. Adjournment of Meeting

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

Yea:	6 Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis
Nay:	1 Reeves
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to adjourn the Regular Meeting at 7:18 PM.

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of City Council Work Session Minutes from February 14, 2023
DATE:	February 28, 2023
SUBJECT:	Request Council Approval of City Council Work Session Minutes from February 14, 2023
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2023_2_14_Meeting_DRAFT	Cover Memo	2/27/2023

CITY OF SOUTH FULTON, GEORGIA
WORK SESSION - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, February 14, 2023, 4:00 PM

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 4:04 PM.

Mayor khalid provided a prayer and moment of silence.

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	
Corey A. Reeves	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. 4:02 p.m. City Manager Items - Staff Reports

Motion (Approve as Amended): Councilmember Gumbs
Second: Councilmember Willis
[Motion Withdrawn]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to amend the agenda to conduct an Executive Session and to move it up prior to the City Manager's Report. Additionally, item 8 was requested to be removed from the agenda.

The motion was withdrawn.

Councilmember Sebastian expressed concern with discussing the Bishop Road legal case in open session.

The City Attorney opined that the agenda may be amended with the proper motion suspending the rules of the Council.

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

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

Minutes:
A motion was made to amend the agenda to conduct an Executive Session and to move it up prior to the City Manager's Report.

The motion was approved unanimously.

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1. Finance Monthly Report by Karen Slaton-Dixon, Finance Director
   - Briefing on city contracts/purchases exceeding $25,000.00

Minutes:
Item not presented.

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2. City Manager Monthly Report by Tammi Saddler Jones, City Manager

Minutes:
Item not presented.

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3. Public Works Monthly Report by Antonio Valenzuela, Director, Department of Public Works

Minutes:
Item not presented.

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4. Parks and Fire Security Camera Timeline/Update by Namarr Strickland, Director, Department of Information Technology

Minutes:
Item not presented.

5. Update City Initiatives Aligned with Strategic Plan

Minutes:
Item not presented.

IV. 4:30 p.m. Presentations

6. 4:30 p.m. RAISE Grant Information – Walt Ray with Trust for Public Land

Minutes:
Item not presented.

7. 4:45 p.m. Environmental Regulation
   1. Merk Miles Superfund Site
   2. Bishop Road Fire
   3. Plastic Pellet Fuel Production on Fulton Industrial Blvd (FIB)

Minutes:
Item not presented.

8. 5:05 p.m. Housing Regulations (Mayor khalid and Councilmember Reeves)
   1. Beacon Ridge and Camelot Condominiums Update
   2. Who declares a unit complex a nuisance or uninhabitable?
      a. Criteria and Timelines
      b. Community Development Block Grants (CDBG)

Minutes:
Item not presented.

9. 5:25 p.m. Department of Parks, Recreation and Cultural Affairs Strategic Plan and Programs/Events Update (Ternard Turner, Director, Department of Parks, Recreation and Cultural Affairs)
   1. Athletic Leagues & Contracts
   2. Senior Fees
   3. Outside Instructors

Minutes:
Item not presented.

Page 26 of 304

10. 5:45 p.m. Wolf Creek Amphitheater Operations Plan and Timeline Update (Ternard Turner, Director, Department of Parks, Recreation and Cultural Affairs)

Minutes:
Item not presented.

V. City Attorney report, if action taken in executive session

Minutes:
No action taken

11. Executive Session

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

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

Minutes:
A motion was made to recess for Executive Session for Personnel, Real Estate and Litigation at 4:22 PM.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Rowell
Second: Councilmember Reeves
[Motion Failed]

Yea:	3 Reeves, Rowell, Sebastian
Nay:	4 Gumbs, Pritchett, Williams, Willis
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to reconvene from Executive Session at 4:55 PM.

The motion failed for lack of four affirmative votes. Councilmembers Willis, Gumbs, Williams and Pritchett voted in opposition.

Motion (Recess): Councilmember Willis
Second: Councilmember Gumbs
[Motion Not Carried]

Yea: 0
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:
A motion was made to recess for Executive Session for Litigation at 5:00 PM. Councilmember Willis requested that the Mayor not attend the Executive Session due to perceived conflict.

The motion was not carried due to the Mayor not recognizing the motion.

VI. 6:00 p.m. Adjournment of Meeting

Minutes:
Mayor khalid adjourned the meeting at 4:55 PM.

Page 28 of 394

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from February 14, 2023
DATE:	February 28, 2023
SUBJECT:	Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from February 14, 2023
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2023_2_14_Meeting_DRAFT	Cover Memo	2/27/2023

CITY OF SOUTH FULTON, GEORGIA
ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, February 14, 2023, 6:00 PM

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 6:04 PM.

2. 6:02 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	
Corey A. Reeves	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. All councilmembers were present.

3. 6:03 p.m. Alcohol Licenses, Rezonings, Variance and Special Use Permit Cases (Public Hearing Only)

   1. **6:03 p.m. Public Hearing: Z22-021: 1180 Utoy Springs Rd.** (near Cascade Road) -Request to rezone from MIX (Mixed Use) Zoning District to C-1 (Limited Commercial) Zoning District to facilitate development of a commercial building on 1.13 +/- acres of land. The subject property is located at 1180 Utoy Springs Road and within the Cascade Corridor Overlay District. (District 1)

Minutes:
Public Hearing held.

Applicant: Harold Buckley

Opposition: Todd Long, Grey Partners
Bobbie Powell, Cascade Business and Merchants Associations

Support: Jerome Scott
Edwina Clanton, City of Stonecrest

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2. **6:15 p.m. Public Hearing: Z22-013/V22-005 Fulton Industrial Blvd.** Request to rezone property from O-I (Office and Institutional) Zoning District to M-1 (Light Industrial) Zoning District to construct a 136,080 square foot warehouse on 32.9 +/- acres of land. The Applicant is also requesting concurrent variances to reduce the rear yard setback from 100 ft. to 50 ft. and to allow outdoor storage in the front yard. (District 1)

Minutes:
Public Hearing held.

Applicant: Henry Bailey Jr.
Greg Boler

Opposition: Alvin Reynolds

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3. **6:25 p.m. Public Hearing: U22-013:** Request to consider a **Special Use Permit (SUP) for the operation of a day care facility to an existing Place of Worship** within the AG-1 (Agricultural) Zoning District on 6.83 +/- acres of land. The subject property is located at 4095 Stonewall Tell Road and within the Cliftondale Overlay District. (District 3)

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

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

7. **7:05 p.m. Public Hearing:** Request for an **alcohol license change of ownership** for KS Fairburn LLC. dba Cedar Grove Valero for an alcohol license for the retail sales of wine and malt beverages at 8700 Cedar Grove Rd, Fairburn, GA 30213. (District 4)

Motion (Defer): Councilmember Sebastian
Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:
The applicant was not present.

A motion was made to defer this public hearing until the March 14 Zoning Public Hearing.

The motion was approved unanimously.

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4. 7:15 p.m. Council Comments

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

1. 7:30 p.m. Executive Session (if necessary)

Minutes:
No Executive Session was conducted.

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5. Adjournment of Meeting

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

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

Minutes:
A motion was made to adjourn the meeting at 8:00 pm.

The motion was approved unanimously.

Mayor khalid requested that the City Clerk poll the City Council regarding an

appropriate time to conduct a Special Called Meeting to discuss the Raise Grant proposed by the Trust for Public Land. The deadline to submit the grant occurs prior to the next Council Meeting.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Proclamation Presentations

DATE: February 28, 2023

SUBJECT: Proclamation Presentations

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: February 28, 2023

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
PROCLAMATION- Walter Metze Full Council 1-27-2023	Cover Memo	2/24/2023
PROCLAMATION- Xernona Clayton Full Council 2-8-2023	Cover Memo	2/24/2023
PROCLAMATION- Bunnie Jackson Ransom Full Council 2-8-2023	Cover Memo	2/24/2023
PROCLAMATION- Marquis GrissomFull Council 2-10-2023	Cover Memo	2/24/2023
PROCLAMATION- Thomas Dortch Full Council 2-17-2023	Cover Memo	2/24/2023
Proclamation - EBC Upward Basketball Program (Rowell) 2.23.2023	Cover Memo	2/24/2023
Proclamation Derik Guyton and Pawed Inc_ Full Council 2.24.2023	Cover Memo	2/24/2023

City of South Fulton

WHEREAS, Walter Metze was a proud family man, the epitome of a successful business torchbearer and a stalwart in the Atlanta Community. Mr. Metze was a scholar student while attending Batesburg High School in South Carolina and furthered his education at North Carolina A&T State University located in Greensboro, North Carolina. Upon graduation from college, Mr. Metze joined the U.S. Army and served honorably including a tour in the Korean War; and

WHEREAS, Mr. Metze demonstrated exceptional business acumen and entrepreneurial ambition. He had numerous successful businesses and owned gas stations throughout metro Atlanta. Mr. Metze's most notable business was Metze Amoco Service Center located in Southwest Atlanta. As owner and operator, Mr. Metze and his business became a staple in the Cascade community and flourished for more than 40 years; and

WHEREAS, Mr. Metze was known to hire African-American workers and provide assistance to community members in need. Through his demonstration of benevolence and service to his community, Mr. Metze was very influential within Atlanta political circles and was a trusted confident of many leaders throughout Atlanta including former Mayor Maynard Jackson, Congressman John Lewis and former Commissioner Emma I. Darnell. Mr. Metze has always been a man of faith and was a member of Friendship Baptist Church. Mr. Metze served as a Deacon, Sunday School teacher in addition to membership with several auxiliaries at the church; and

WHEREAS, Mr. Metze was a true servant leader as demonstrated by his involvement with many notable organizations including serving as a member of the Atlanta Business League, the Bill Lucas Division of the YMCA Board of Directors, and lifetime member of the National Association for the Advancement of Colored People (NAACP). Mr. Metze was also a proud member of Omega Psi Phi Fraternity, Inc.; and

WHEREAS, on November 13, 2022, God said, "well done, my good and faithful servant," and called Mr. Metze from labor to reward. The City of South Fulton is honored to commemorate the life and legacy of Walter Metze. He will always be remembered as one who made substantial contributions to his community and was a faithful husband to his wife, Dr. Marie Robinson-Metze, a retired educator and former member of the Georgia State House of Representatives, and a proud father to his children, Walter Metze, Jr. and Viveca Metze.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton acknowledge the indelible impact of Walter Metze to the fabric of Atlanta's business community, appreciates his commitment and dedication to the Southwest Atlanta community and does hereby proclaim Saturday, January 28, 2023, as **WALTER METZE APPRECIATION DAY** in the City of South Fulton.

Mayor khalid

Mayor khalid kamau

Natasha Williams

Mayor Pro Tem Natasha Williams, District 6

Councilwoman Catherine F. Rowell
District 1

Councilwoman Carmalitha L. Gumbs
District 2

Councilwoman Helen Z. Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilman Corey A. Reeves
District 5

Councilwoman Linda Becquer Pritchett
District 7

City of South Fulton

WHEREAS, Xernona Clayton received her Bachelor's Degree in Education from Tennessee State University and her lifetime achievements have earned her Honorary Doctorate of Letters Degrees from Clark Atlanta University, Tennessee State University and Alcorn State University; and

WHEREAS, Ms. Clayton moved to Atlanta in 1965 where she accepted a position with the Southern Christian Leadership Conference and worked closely with the late Dr. Martin Luther King, Jr. to promote racial understanding, in addition to traveling extensively with Mrs. Coretta Scott King on her nationwide concert tours; and

WHEREAS, Ms. Clayton has been a leader in civil rights and in 1966, she coordinated the activities of Atlanta's Black doctors in a project called Doctors' Committee for Implementation, which resulted in the desegregation of all hospital facilities in Atlanta which received national honor from the National Medical Association for its impact; and

WHEREAS, Ms. Clayton began her television career in 1967 and became the south's first Black person to have her own television show - The Xernona Clayton Show - which was featured on WAGA-TV, the CBS affiliate in Atlanta where she used her television platform to fight prejudice and bigotry, and in 1968, the Grand Dragon of the Ku Klux Klan denounced the Klan and credited Xernona's influence with his change; and

WHEREAS, Ms. Clayton's dedication to the community is reflected in her lifetime of service promoting racial understanding, and her contributions to humanity, to include co-authoring "The Peaceful Warrior" a biography of Dr. Martin Luther King, Jr. with her husband Ed Clayton which has been published in several languages, and in 1991, she penned her own autobiography, "I've Been Marching All the Time"; and

WHEREAS, Xernona Clayton is the Founder, President and CEO of the Trumpet Awards Foundation, Inc. and Creator of the Trumpet Awards which was initiated in 1993 and televised annually and distributed internationally to over 185 countries around the world by Turner Broadcasting to highlight the accomplishments and contributions of African-Americans; and

WHEREAS, Xernona Clayton was employed at Turner Broadcasting System, Inc. for nearly 30 years, and in 1988 appointed Corporate Vice President for Urban Affairs and became one of the highest-ranking female employees in Turner Broadcasting System; and

WHEREAS, Ms. Clayton is a member of Ebenezer Baptist Church, pastored by U.S. Senator Raphael Warnock and formerly co-pastored by Dr. Martin Luther King, Jr. and Dr. Martin Luther King, Sr. Ms. Clayton is also a member of Alpha Kappa Alpha Sorority, Inc. and is the recipient of numerous awards for her leadership and social consciousness initiatives.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton honors Xernona Clayton for her impressive record of accomplishments and her commitment to bettering human relations and does hereby proclaim Wednesday, February 8, 2023, as **XERNONA CLAYTON APPRECIATION DAY** in the City of South Fulton.

Mayor khalid

Mayor khalid kamau

Natasha Williams

Mayor Pro Tem Natasha Williams, District 6

Catherine F. Rowell

Councilwoman Catherine F. Rowell
District 1

Councilwoman Carmalitha L. Gumbs
District 2

Councilwoman Helen Z. Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilman Corey A. Reeves
District 5

Councilwoman Linda Becquer Pritchett
District 7

City of South Fulton

WHEREAS, Bunnie Jackson-Ransom is an icon in her own right, her skills have allowed her to excel in entertainment, academia, entrepreneurship and public relations; and

WHEREAS, Ms. Jackson-Ransom was educated in the public schools of North Carolina, and received a B.S Degree in Business from North Carolina College graduating magna-cum-laude, and a MS Degree in Business from North Carolina Central University. Additionally, Ms. Jackson-Ransom taught at Bennett College and Georgia State University and was bestowed an honorary doctorate degree from Morris Brown College; and

WHEREAS, in the early 1970's she served the City of Atlanta as its first Black "First Lady" during her marriage to the late Mayor Maynard Jackson where she accomplished milestone ventures with the Atlanta arts community; and

WHEREAS, she was the president and CEO of First Class, Inc. – a full-service public relations and marketing firm founded in 1975 –retained an impressive list of clients to include the National Conference of Black Mayors, Burger King Corporation, the Trumpet Awards, The King Center and Waste Management; and

WHEREAS, Ms. Jackson-Ransom managed the careers of several performing artists; and for ten plus years, she was the Chief Administrative Officer of a conglomerate company under the umbrella of Atlanta Artists and managed the recording career of acts such as CAMEO, Larry Blackmon, Brick and The SOS Band. Ms. Jackson-Ransom also managed multi-million-dollar record sales, toured the world handling promotions and the negotiation of production deals to help carry these recording artists to gold and platinum record status; and

WHEREAS, she has also been a concessionaire, with the assistance of partners, Tollie Hartsfield (widow of Mayor William Hartsfield) and Janis Alexander Perkins, they formed BJT, Inc. and operated a game room concession at the Atlanta Airport during the early 1980's. Additionally, Jackson-Ransom was a partner with Atlanta Bus Shelters, Inc. and one of the principals who created, owned and operated a bus shelter outdoor advertising program in Atlanta that serviced MARTA; and

WHEREAS, Bunnie Jackson-Ransom record of community service is stellar and includes membership in Delta Sigma Theta Sorority (where she served as past local chapter president and past chair of the National Projects Committee); the Atlanta Association of Black Journalists; the Atlanta Branch of the NAACP; the Azalea Chapter of The Links, Inc.; and the Metropolitan Atlanta Coalition of 100 Black Women (where she was a former president). She also penned a book entitled "***Getting the Word Out: How to Market Your Ministry"*** which was published by The Interdenominational Theological Center, which is now in its second edition. Ms. Jackson-Ransom's body of work has earned her numerous awards and honors. Ms. Jackson-Ransom was an active member of Cascade United Methodist Church.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton honors Bunnie Jackson-Ransom's impressive record of accomplishments which exemplifies sisterhood, scholarship, and service and does hereby proclaim Monday, February 13, 2023, as **BUNNIE JACKSON-RANSOM APPRECIATION DAY** in the City of South Fulton.

Mayor khalid

Mayor khalid kamau

Natasha Williams

Mayor Pro Tem Natasha Williams, District 6

Catherine F. Rowell

Councilwoman Catherine F. Rowell
District 1

Councilwoman Carmalitha L. Gumbs
District 2

Councilwoman Helen Z. Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilman Corey A. Reeves
District 5

Councilwoman Linda Becquer Pritchett
District 7

City of South Fulton

WHEREAS, Marquis Grissom, a South Fulton native, played a marvelous seventeen years in Major League Baseball, playing for the Montreal Expos, Cleveland Indians, Milwaukee Brewers, Los Angeles Dodgers, San Francisco Giants, and the hometown team, The Atlanta Braves; and

WHEREAS, The Marquis Grissom Baseball Association, Inc. (MGBA) was founded in 2006 by Marquis Grissom. MGBA is a non-profit 501(c)(3) tax-exempt organization that provides athletes in underserved communities the opportunity to compete in a competitive baseball league; and

WHEREAS, MGBA sponsors youth travel baseball teams in the metropolitan Atlanta area. MGBA teams' range in age from 3-22. MGBA provides coaching, mentoring, college placement assistance, tutoring and scholarship assistance. MGBA also sponsors the annual Smoltz-Grissom Wood Bat Classic tournament, held in Atlanta; and

WHEREAS, both Marquis and MGBA have been pillars in the community with several notable achievements. Marquis is famously known for catching the last out in the 1995 World Series Championship, being a four-time Gold Glove Award Winner, two-time National League stolen base champion, the 1997 American League Championship MVP, and a 1993 & 1994 All Star Player; and

WHEREAS, MGBA has served over 1,600 students and granted $2.3 million dollars in collegiate scholarship awards since 2006; with an amazing rate of 98% of the players going through the MGBA program to have received collegiate scholarships. MGBA offers professional life skills seminars and professional tutoring programs free of charge.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton is honored to celebrate and congratulate the 17th Anniversary of The Marquis Grissom Baseball Association, extends sincere appreciation to Marquis Grissom for his invaluable assistance and service to the South Fulton Community and does hereby proclaim Saturday, February 11th, 2023, as **MARQUIS GRISSOM AND THE MARQUIS GRISSOM BASEBALL ASSOCIATION APPRECIATION DAY** in the City of South Fulton.

Mayor khalid

Mayor khalid kamau

Natasha Williams

Mayor Pro Tem Natasha Williams, District 6

Catherine F. Rowell

Councilwoman Catherine F. Rowell
District 1

Councilwoman Carmalitha L. Gumbs
District 2

Councilwoman Helen Z. Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilman Corey A. Reeves
District 5

Councilwoman Linda Becquer Pritchett
District 7

City of South Fulton

WHEREAS, the City of South Fulton, Georgia, seeks to acknowledge the indomitable businessman, community advocate, mentor and trailblazer Thomas "Tommy" Dortch as a treasure not only to the City of South Fulton, but the entire diaspora; and

WHEREAS, Thomas "Tommy" Dortch, born in 1950 in Toccoa, Georgia to Lizzie Dortch and Thomas Dortch Sr, graduated from Fort Valley State and immediately started the work of the people, tirelessly aiding the disenfranchised, and marginalized small business owners, and minorities; and

WHEREAS, in 1990, Thomas Dortch rose to chief administrator of United States Senator Sam Nunn, becoming the first African American to serve in this capacity in U.S. history, where he continued in his civic leadership ways, becoming Chairman of 100 Black Men of America and raising nearly 100 million for the organization over 20 years, and serving as a powerful proponent for Atlanta Public Schools, the Atlanta Business League, and was the founder of the National Black College Alumni Hall of Fame, the Georgia Association of Minority Entrepreneurs, serving as an advocacy group for minority business development, as well as the Greater Atlanta Economic Alliance, advocating for construction and transportation industries; and

WHEREAS, Thomas Dortch has had guest appearances on the Oprah Winfrey Show, the O'Reilly Factor, The National Press Club, Good Day Atlanta, and is the recipient of numerous awards, including but not limited to one of the 100 most influential African Americans in the 2001, 2002, 2003, and 2004 Ebony Magazine editions, 2001 through 2014 Atlanta Business Chronicle's one of the 100 most influential African Americans, the 2008 Community Service Professional of the Year Award, and among many others; and

WHEREAS, through his lifelong commitment to higher business efficacy and community service, the prodigious Thomas Dortch exemplifies what it means to be "Black on Purpose."

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Wednesday, April 12th, 2023, as **THOMAS DORTCH APPRECIATION DAY** in the City of South Fulton.

Mayor khalid

Mayor khalid kamau

Natasha Williams

Mayor Pro Tem Natasha Williams, District 6

Councilwoman Catherine F. Rowell
District 1

Councilwoman Carmalitha L. Gumbs
District 2

Councilwoman Helen Z. Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilman Corey A. Reeves
District 5

Councilwoman Linda Becquer Pritchett
District 7

City of South Fulton

WHEREAS, Elizabeth Baptist Church (EBC) has served as a beacon of light to the South Fulton Community since its relocation to the West Cascade Community in 1996. EBC has continued to thrive and provides exceptional outreach and community service to its more than 13,000 members at its five locations throughout metropolitan Atlanta; and

WHEREAS, under the leadership and spiritual guidance of Bishop Craig L. Oliver, Sr., EBC has grown its services to over 50 ministries serving both members and the community at large. EBC has prioritized the development of children and youth and has successfully operated the Upward Basketball Program Ministry to achieve this objective; and

WHEREAS, the Upward Basketball Program is dedicated and committed to providing a safe, fun, and nurturing environment where males and females from the ages of 5 to 12 can grow spiritually and improve their basketball skills; and

WHEREAS, the EBC youth basketball and cheerleading programs teach young athletes basketball/cheerleading fundamentals in a fun environment that emphasizes sportsmanship, self-esteem, healthy competition and a respect for authority in any situation, on and off the court; and

WHEREAS, the Upward Basketball and Cheerleading Programs' coaches are Frank Smith, Reverend Leonard Patterson, Kesha Gray, Khristina Wright, Lateria Joiner, Teketia Jacob, Terrie Davis, Minister Kenyana yates, Niya Falls, Gregory Braswell, Darnell Carr, JaSaun Reynold, Kenneth Ortiz, James Ellis, and Mark Davis. These men and women have volunteered countless hours pouring into the youth and they should be commended for their efforts.

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council of the City of South Fulton do hereby proclaim Saturday, February 25, 2023, as **EBC UPWARD BASKETBALL MINISTRY APPRECIATION DAY** in the City of South Fulton.

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

City of South Fulton

PROCLAMATION
"Derik Guyton & Pawed Inc." Day

WHEREAS, Derik Guyton is a Son of South Fulton, born March 26, 1995; graduating from Renaissance Middle School and the first full class of Langston Hughes in 2013; and

WHEREAS, Guyton's love for dogs in general, and the history of Mastiffs in particular, led him to found 4Colors Mastinos in 2018 to "turn every pet owner into a great pet handler" and build up the community of South Fulton Pet Owners; and

WHEREAS, in 2022, Guyton founded Pawed Inc, a 501(c)3 with the mission to "educate South Fulton pet owners and end overcrowding in animal shelters;" and

WHEREAS, through Pawed Inc., Guyton began holding a series of FREE classes for South Fulton Pet Owners on the 4th Saturday of each month at the City of South Fulton's Canine Crossing Dog Park at 4951 Camp Drive, 30349; and

WHEREAS, in addition to training, Guyton creates a theme for each of his monthly events — from Halloween and Christmas Dog Costume Contests to Dog Scavenger Hunts and pet owner trivia — and gives away food, toys, leashes and other supplies to South Fulton Pet Owners; and

WHEREAS, Park n' Paws is celebrating its One Year Anniversary, continuing its monthly parties — now with South Fulton's First Dog, Zion — and plans to make thousands of dollars of improvements to Canine Crossing, including dog washes, dog pools, a toy box, a referee program and more.

NOW, THEREFORE BE IT RESOLVED, that the Mayor & City Council of South Fulton, do hereby declare **Sunday, March 26, 2023** as **DERIK GUYTON & PAWED, INC. DAY** in the City of South Fulton, Georgia.

Mayor khalid

Mayor khalid

Natasha Williams

Mayor Pro Tem Natasha Williams
District 6

Councilwoman Carmalitha Gumbs
District 2

Councilwoman Helen Z. Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilman Corey A. Reeves
District 5

Councilwoman Linda Becquer Pritchett
District 7

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Board/Committee Appointments

DATE: February 28, 2023

SUBJECT: Request Council Approval of Board/Committee Appointments

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of A Resolution Proclaiming And Recognizing January 23, 2023 As The 50th Anniversary Of Roe V. Wade
DATE:	February 28, 2023
SUBJECT:	Request Council Approval of A Resolution Proclaiming And Recognizing January 23, 2023 As The 50th Anniversary Of Roe V. Wade
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Roe v Wade 50th Anniversary Resolution	Cover Memo	2/24/2023
COSF Memorandum FIS Roe v Wade 50th Anniversary Resolution	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-0XX

RESOLUTION PROCLAIMING AND RECOGNIZING JANUARY 23, 2023 AS THE 50TH ANNIVERSARY OF ROE V. WADE; AND FOR VARIOUS OTHER PURPOSES.

(Sponsored by Councilmember Gumbs)

WHEREAS, each of us should have the freedom to make decisions about our bodies, our lives, and our futures with respect and dignity, including when and how to become parents, without barriers based on who we are, how much we earn or where we're from; and

WHEREAS, abortion care, along with the full range of health care, should be affordable, available, and supported for everyone who needs it; and

WHEREAS, on June 24, 2022 the Supreme Court overturned *Roe v. Wade* and 50 years of legal precedent, and

WHEREAS, on August 23, 2022 the City of South Fulton approved a resolution to condemn any action intended to abrogate the fundamental liberties of the people of South Fulton, Georgia, and affirm the City Council commitment to protecting peoples right to make reproductive health decision for themselves and their families, including abortion care, and set policy regarding the use of city resources in the prosecution of people seeking to make reproductive decisions; and

WHEREAS, systemic racism, economic insecurity, and a dehumanizing immigration system exacerbate the already-massive barriers to abortion care; and

WHEREAS, the decades-old policies like the Hyde Amendment and insurance coverage bans, restrictions on medication abortion, restrictions based on documentation status, low wages and unfair working conditions, violence and stigma, and other restrictions, have especially impacted people of color working to make ends meet; and

WHEREAS, someone who wants to get an abortion but is denied is more likely to experience life-threatening maternal and infant health complications, more likely to have a household income below the poverty line and experience economic hardship, and more likely to stay in contact with violent partners, putting them and their children at greater risk than if they were able to receive the abortion; and

WHEREAS, abortion is one of the safest medical procedures in the country and leading public health organizations such as the American College of Obstetricians and Gynecologists, the American Medical Association, and the American Academy of Family Physicians strongly oppose efforts to impede access to abortion care or interfere in the relationship between a person and health care provider; and

WHEREAS, medication abortion, a Food and Drug Administration-approved, safe, and effective option for ending an early pregnancy up to 10 weeks, accounts for more than half of all abortions

and yet anti-abortion lawmakers have enacted medically unnecessary laws to restrict and stigmatize the procedure; and

WHEREAS, a 2022 report found that more than 66 clinics in 15 states have been forced to stop providing abortion care as a result of criminalization, impacting 22 million women of reproductive age as well as transgender and nonbinary people who may be in need of abortion care; and

WHEREAS, almost one-third (29%) of the total U.S. population of women of reproductive age are currently living in states where abortion is either unavailable or severely restricted and a dozen other states, including the state of Georgia, are certain or likely to ban abortion in the future; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. The Mayor and City Council of the City of South Fulton, Georgia, hereby proclaims and recognizes January 22, 2023, as the 50th Anniversary of the *Roe v. Wade* Decision.

2. The Mayor and City Council of the City of South Fulton, Georgia, hereby honors generations of advocates who have fought for reproductive freedom and recognize the countless women whose lives and futures have been saved and shaped by the *Roe v. Wade* decision, and marches forward with purpose as we work together to restore the right to choose.

3. The Mayor and City Council of the City f South Fulton, Georgia, hereby urges the United State Congress, and the Georgia General Assembly, to take action to pass all measures necessary to ensure equal, affordable· access to abortion to all individuals.

4. That the Municipal Clerk is directed to forward a copy of this Resolution, upon adoption, to Governor Brian Kemp and all members of the City of South Fulton Legislative Delegation.

5. **Effective Date**. This Resolution shall take effect immediately.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Roe v Wade 50th Anniversary Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires a resolution proclaiming and recognizing January 23, 2023 as the 50th Anniversary of Roe V. Wade.

FINANCIAL IMPACT

The resolution as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval Of A Resolution By The City Of South Fulton City Council Declaring The City Of South Fulton A Purple Heart City; To Designate August 7th As Purple Heart Day
DATE:	February 28, 2023
SUBJECT:	Request Council Approval Of A Resolution By The City Of South Fulton City Council Declaring The City Of South Fulton A Purple Heart City; To Designate August 7th As Purple Heart Day
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Purple Heart Resolution	Cover Memo	2/24/2023
COSF Memorandum FIS Purple Heart Resolution	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2023-_____**

A RESOLUTION BY THE CITY OF SOUTH FULTON CITY COUNCIL TO DECLARE THE CITY OF SOUTH FULTON A PURPLE HEART CITY; TO DESIGNATE AUGUST 7TH AS PURPLE HEART DAY; AND FOR OTHER PURPOSES.

(Sponsored by Councilmember Reeves)

WHEREAS, the people of the City of South Fulton have great admiration and the utmost gratitude for all the men and woman who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of South Fulton who served in the Armed Forces have been vital in maintaining the freedom and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, General George Washington, on August 7, 1782, by General Order, established the Badge of Military Merit; an award for exemplary service in the Continental Army during the War of Independence; and

WHEREAS, the Badge of Military Merit was the first military award of the independent colonies and the first award in western civilization designated specifically for the common soldier; and

WHEREAS, in 1932, with the assistance of General Douglas MacArthur, the Badge of Military Merit was revived and re-designated as the Purple Heart, a valor award for United States Army personnel; and

WHEREAS, in 1942 President Franklin D. Roosevelt, by Executive Order 9277, retroactive to December 6, 1941, expanded the awarding of the Purple Heart to members of all branches of the armed forces of the United States and established a uniform application of standards for the award in the Army and Navy; and

WHEREAS, in 1952, President Harry S. Truman, in Executive Order 10409, retroactively extended Navy, Marine Corps, and Coast Guard eligibility for the Purple Heart to April 5, 1917, to cover World War I; and

WHEREAS, in 1962, President John F. Kennedy, in Executive Order 11016, extended eligibility as well to any civilian national of the Unites States who, while serving under competent authority in any capacity with an armed force, has been wounded; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with enemy force, construed as a singularly meritorious act essential service; and

WHEREAS, this resolution shall designate a day in the City of South Fulton to remember and recognize veterans who are recipient of the Purple Heart Medal.

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

Section 1. The Mayor and City Council hereby proclaims the City of South Fulton as a Purple Heart City, honoring the service and sacrifice of our nation's men and women wounded or killed by the enemy while serving to protect the freedom enjoyed by all Americans.

Section 2. The Mayor and City Council hereby proclaims that each August 7th shall be South Fulton Purple Heart Day to honor the service and sacrifice of our nation's men and women wounded or killed serving to protect the freedom enjoyed by all Americans.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Purple Heart Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires a resolution by which the City of South Fulton City Council declare the City of South Fulton a Purple Heart City; to designate August 7th as Purple Heart Day.

FINANCIAL IMPACT

The resolution as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval Of A Resolution By The City Of South Fulton City Council Recognizing And Supporting April 11-17, 2023, As "Black Maternal Health Week"

DATE: February 28, 2023

SUBJECT: Request Council Approval Of A Resolution By The City Of South Fulton City Council Recognizing And Supporting April 11-17, 2023, As "Black Maternal Health Week"

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Black Maternal Health Week 2023 Resolution	Cover Memo	2/24/2023
COSF Memorandum FIS Black Maternal Health Week 2023	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2023-_____**

A RESOLUTION BY THE CITY OF SOUTH FULTON CITY COUNCIL RECOGNIZING AND SUPPORTING APRIL 11-17, 2023, AS "BLACK MATERNAL HEALTH WEEK"; AND FOR OTHER PURPOSES.

(Sponsored by Councilmember Gumbs)

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

WHEREAS, The sixth annual national Black Maternal Health Week, held April 11-17, 2023 will be a week of awareness, activism, and community building intended to deepen the national conversation about Black maternal health in the United States; and

WHEREAS, National Minority Health Month is a month-long initiative to advance health equity across the country on behalf of all racial and ethnic minorities; and

WHEREAS, Black Maternal Health Week was started by the Black Mamas Matter Alliance, a Black women-led cross-sectoral alliance centering Black mothers to advocate, drive research, build power, and shift cultural paradigms for Black maternal health, rights, and justice; and

WHEREAS, The Black Mamas Matter Alliance strives to center the voices of Black mamas, women, families, and stakeholders, as well as provide a national platform for Black-led entities and efforts on maternal health, birth, and reproductive justice; and

WHEREAS, Further, the campaign aims to enhance community organizing on Black maternal health; and

WHEREAS, The official theme of for Black Maternal Health Week 2023 is "Our Bodies Belong to Us: Restoring Black Autonomy and Joy!"; and

WHEREAS, Activities during Black Maternal Health Week are rooted in human rights, reproductive justice, and birth justice frameworks; and

WHEREAS, According to the Centers for Disease Control and Prevention, Black women in the United States are 3 to 4 times more likely than white women to die from pregnancy-related causes; and

WHEREAS, Black women in the United States suffer from life-threatening pregnancy complications, known as "maternal morbidities," twice as often as white women; and

WHEREAS, The high rates of maternal mortality among Black women span across income levels, education levels and socioeconomic status; and

WHEREAS, A fair and wide distribution of resources and birth options, especially with regard to reproductive health care services and maternal health programming, are critical to closing the racial gap in maternal health outcomes; and

WHEREAS, According to the Centers for Disease Control and Prevention, approximately 700 women die each year in the United States as a result of pregnancy or delivery complications; and

WHEREAS, The Centers for Disease Control and Prevention's data on pregnancy-related mortality found that non-Hispanic Black women experienced a higher pregnancy-related mortality ratio than all other racial and ethnic populations; and

WHEREAS, Black women are most disproportionately affected with a mortality rate of 37.1 deaths per 100,000 live births, compared to 14.7 deaths per 100,000 live births and 11.8 deaths per 100,000 live births for white and Hispanic women, respectively; and

WHEREAS, According to the National Institutes of Health, Georgia tops the list of states with the highest maternal mortality rate. For every 100,000 live births in Georgia, 46.1 women die during or in the months following childbirth. For Black women in Georgia, the rate is 66.6. That's three times higher than the national average for all women.

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

Section 1. The Mayor and City Council of the City of South Fulton, Georgia, does hereby recognize April 11-17, 2023, as "Black Maternal Health Week" in the City of South Fulton.

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[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Black Maternal Health Week 2023

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires a resolution by which the City of South Fulton City Council recognize and support April 11-17, 2023, as Black Maternal Health Week.

FINANCIAL IMPACT

The resolution as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:20 p.m. Request Council Consideration of Z22-021: 1180 Utoy Springs Rd. (near Cascade Road)
DATE:	February 28, 2023
SUBJECT:	5:20 p.m. Request Council Consideration of Z22-021: 1180 Utoy Springs Rd. (near Cascade Road)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z22-021 1180 Utoy Springs Rd_Staff Report_PC	Cover Memo	2/24/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

DEREK HULL
COMMUNITY
DEVELOPMENT DIRECTOR

MEMORANDUM

TO: Planning Commission

FROM: Planning Division

SUBJECT: Z22-021: 1180 Utoy Springs Rd.

MEETING DATE: January 25, 2023

REQUEST: Request to rezone from MIX (Mixed Use) Zoning District to C-1 (Limited Commercial) Zoning District to facilitate development of a commercial building on 1.13 +/- acres of land. The subject property is located at 1180 Utoy Springs Road and within the Cascade Corridor Overlay District.

STAFF RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information:	Cascade Growth, LLC 3905 LaVista Road Suite C Tucker, GA 30084
City Council District(s): Parcel ID Number: Land Use Requests:	District 1 14F0010 LL063 Rezone to C-1
Area of Property:	1.13 Acres
Comprehensive Plan Land Use Destination:	Community Live-Work
Compatibility to the Fulton County 2021 Comprehensive Plan:	Yes, the Community Live-Work character area does support C-1 (Limited Commercial) zoning district.
Zoning:	MIX (Mixed Use)
Surrounding Zoning:	South: C-1 (Limited Commercial) North: C-1 (Limited Commercial) East: City of Atlanta West: C-2 (General Commercial)
Prior Zoning Cases/History:	Z09-019 and Z18-004
Current/Past Use of the Property:	Single-Family Residential and Commercial
Overlay District:	Cascade Corridor
Public Utilities:	Water service is provided by City of Atlanta. Sewer Service is provided by Fulton County
Public Services:	Police and Fire services are available to the site by the City of South Fulton.
Road Frontage:	Utoy Springs Rd.
Public Transit Availability:	MARTA bus route is available on Cascade Road
Multi-modal Access:	Sidewalks are available on Utoy Springs Road

Parking Required (General Commercial Uses):

Parking Proposed: 51 spaces

City of South Fulton Future Land Use Map

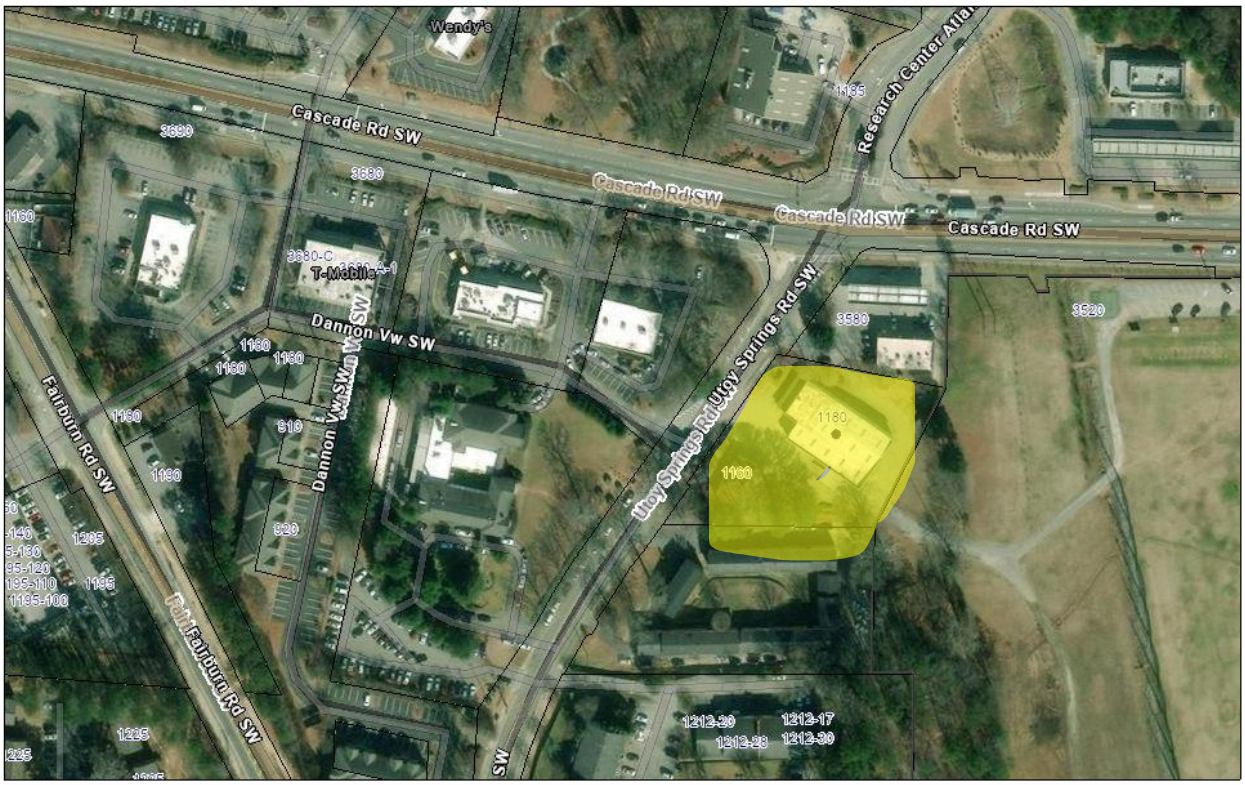
Community Live-Work

Zoning Map

MIX (Mixed-Use)

Aerial Map

COSF ArcGIS Web Map



12/4/2022, 2:09:01 PM

Address Points | City Limits | Tax Parcels 2021

Street Centerlines | Tax Parcels from County

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, City of Atlanta, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

Web AppBuilder for ArcGIS
City of South Fulton, GA

Site Plan

UTOY SPRINGS ROAD
(VARIABLE RIGHT-OF-WAY)
POSTED SPEED LIMIT 35MPH
PROPOSED BUILDING
10,016 GROSS S.F.
49 PARKING SPACES
CURRENT ZONING: MIXED
STAR CASCADE SHELL FOODMART, LLC
ROBERT ERVIN & SHARON ERVIN
GREY PARTNERS, LLC

Elevations

ROOFTOP EQUIPMENT BEHIND THE PARAPET
BR1
MC
PN1
PN3
ST1
PN2
BR2
T.O. STRUCTURE
1 ELEVATION (FRONT)
SCALE : 3/16"=1'-0"
PN2
PN3
ST2
SCR1
SCR2
CMU
2 ELEVATION (EAST)
SCALE : 3/16"=1'-0"
MATERIAL NOTES
BR1 BRICK: TRIANGLE BRICK(MANUFACTURER)/CAMDEN(MODEL#) /BROWN COLOR
BR2 BRICK: TRIANGLE BRICK(MANUFACTURER)/CHESAPEAKE GREY(MODEL#) /GRAY COLOR
PN1 NICHIHA / COCRETE SERIES, INDUSTRIAL BLOCK/ GRAY
PN2 NICHIHA / WOOD SERIES, VINTAGE WOOD/ ASH
PN3 NICHIHA / WOOD SERIES, VINTAGE WOOD/ CEDAR
ST1 STUCCO /BRICK PATTERN /STO(MANUFACTURE)/ STOCREATIVE BRICK/ BRICK 10/ COLOR: SHERWIN WILLIAMS, SW7757 HIGH REFLECTIVE WHITE
ST2 STUCCO /STO(MANUFACTURE)/ STO POWERFLEX SILCO/ 80286 STO POWERFLEX SILCO MEDIUM /SHERWIN WILLIAMS /SW7655 STAMPED CONCRETE
CMU STUCCO FINISH/STO /STO POWERFLEX SILCO/ 80286 STO POWERFLEX SILCO MEDIUM ON 8" CMU /SHERWIN WILLIAMS /SW7531 CANVAS TAN
SCR1 PAINT ON SCREEN /SHERWIN WILLIAMS /SW7531 CANVAS TAN
SCR2 PAINT ON SCREEN /SHERWIN WILLIAMS /SW6003 PROPER GRAY
MC METAL CANOPY / BLACK
JOB NUMBER : 177001
DRAWN BY : YH, PP
CHECKED BY : YS
YUNG ARCHITECTURE
REVISIONS
DATE DESCRIPTION
COUNTY COMMENT #1 08/03/20
SUPER FOODS / ATKINSON RD RETAIL
JIMMY CARTER BLVD. RETAIL
4169 JIMMY CARTER BLVD. SUITE A / SUITE C
NORCROSS GA, 30093
EXTERIOR
ELEVATION
EL1
DATE : 10/29/2020

BACKGROUND INFORMATION:

The site is currently zoned MIX (Mixed Use). The subject site was part of a larger land area's rezoning case, the remainder of which has since annexed into the City of Atlanta: **Z09-019,** request to rezone from R-3 (Single-Family Dwelling District), C-1 (Community Business District), and C-2 (Commercial District) to MIX (Mix-Use District); which was approved. The site had a petition in 2018 to rezone to C-1 (General Commercial), which was approved with condition by staff, denial by Planning Commission and deferred by Mayor and Council.

ANAYLSIS:

The City's land use policy documents support the rezoning request. The City of South Fulton 2021 Comprehensive Plan has designated the parcel to be Community Live-Work. The Community Live-Work character area intends to provide opportunities within the City of South Fulton to provide areas of mixed uses to provide services within the Suburban Character Area. Community Live-Work character area supports a mixture of zoning districts including C-1 (Limited Commercial).

In addition, the site is located within the Cascade Corridor Overlay District, which includes specific architectural requirements and development standards for new developments. Section 506.02 entitled **Purpose and Intent of the Cascade Corridor Overlay District** the zoning ordinance, states that the intent and purpose of this overlay is to seek to promote accepted design principles in areas of new development and redevelopment, to raise the level of community understanding and expectation for quality in the built environment, to protect and enhance local aesthetic and functional qualities, and to stimulate business and promote economic development.

The Applicant is proposing to rezone the site to C-1 (Limited Commercial) zoning district. The C-1 (Limited Commercial) zoning district is intended to provide locations in which neighborhood and community-oriented retail and service activities conclude a transition, or land areas which compliment a transition into a more intense activity area. The proposed rezoning to C-1 includes specific development requirements. The minimum setbacks are:

- Front yard setback: 40 feet
- Side yard setback: 0 feet to interior lot line and 40 feet to street
- rear yard setback: 0 feet

The minimum lot frontage must be 35 feet and maximum height for the building is 60 feet or four (4) stories; whichever is higher.

Section 506.04 entitled **Architectural Review Process** of the zoning ordinance, states that prior to the issuance of a building permit, the applicant shall submit plans which includes details of exterior materials, colors, design, and architectural elements of proposed building(s).

The Applicant is proposing 51 parking spaces and the number of spaces falls within the required number of spaces for general commercial use as outlined in the Zoning Ordinance. Staff will offer a condition that prior to the issuance of a Certificate of Occupancy, the Developer shall apply for and receive a Business License for each business operating in the commercial development.

PUBLIC PARTICIPATION:

A community meeting was held on November 30, 2022, at 6:30 pm via Zoom. A total of seven (7) people attended via zoom. Some concerns raised by the community included potential stormwater runoff impacts, environmental impacts, traffic congestion and street capacity and quality of proposed landscaping.

ZONING IMPACT ANALYSIS

Standards for review of propose rezonings.

1. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.**
   The subject property is proposed to be rezoned to C-1 (Limited Commercial). The adjacent properties to the north, south, and west are within the same zoning district or similar. The proposed zoning district eliminates an existing case of spot zoning.

2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**
   The proposed commercial development/use will not adversely affect the surrounding properties as all adjacent properties are also commercially zoned.

3. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

   The current zoning of the site, MIX (Mixed-Use District), was part of a larger rezoning case created for a large mixed-use development. The remainder of the land involved in this rezoning case has since been annexed into the City of Atlanta, so the site plan of the mixed-use development proposed in 2009 and 2018 has become obsolete. Thus, the current zoning does not exemplify reasonable economic use.

4. **Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;**
   No, the proposed development is not expected to overburden public resources.

5. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan;**

   The City of South Fulton 2021 Comprehensive Plan's Future Land Use Map designates the area as "Community Live-Work" which includes MIX, C-1, C-2, O-I, and SH as its compatible zoning classifications. Therefore, the proposed development is consistent with the Comprehensive Plan.

6. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; and**
   The current zoning of the site, MIX (Mixed-Use District), was part of a larger rezoning case created for a large mixed-use development. The remainder of the land involved in this rezoning case has since been annexed into the City of Atlanta, so the site plan of the mixed-use development proposed in 2009 and 2018 has become obsolete.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment, and citizens of City of South Fulton.**

   The Environmental Site Assessment submitted by the applicant provides that there are no adverse environmental effects projected by the site's proposed development.

STAFF COMMENTS

Engineering: No comments

Transportation: The developer shall add both a left-turn and right-turn lane into the development.

Fulton County Public Works (Sewer): No comments

MARTA: The site is currently served by a stop at the corner of Cascade Road and Utoy Springs Road

Fulton County Schools: None provided.

Fire: None provided.

STAFF RECOMMENDATION:

Staff recommends **Approval Subject to the Attached Conditions.**

REVIEWED BY: Derek Hull, Community Development and Regulatory Affairs Director

CONDITIONS:

1. The project shall conform substantially to the attached site plan.

2. Prior to the issuance of a Certificate of Occupancy, the Applicant shall apply for and receive a Business License for each business operating in the commercial development.

3. The development shall comply with the development standards outlined in the Cascade Corridor Overlay District.

4. Prior to the issuance of a building permit, the Applicant shall submit plans which includes details of exterior materials, colors, design, and architectural elements of proposed buildings.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:25 p.m. Request Council Consideration of Z22-013/CV22-005 Fulton Industrial Blvd. Request to rezone property from 0-1 (Office and Institutional) Zoning District to M-1 (Light Industrial) Zoning District to construct a 136,080 square foot warehouse
DATE:	February 28, 2023
SUBJECT:	5:25 p.m. Request Council Consideration of Z22-013/CV22-005 Fulton Industrial Blvd. Request to rezone property from 0-1 (Office and Institutional) Zoning District to M-1 (Light Industrial) Zoning District to construct a 136,080 square foot warehouse
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z22-013 CV22-005 0 FIB_PC-08_28_22_rev	Cover Memo	2/24/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

Derek Hull
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: Planning Commission

FROM: Planning Division

SUBJECT: Z22-013/CV22-005 for abutting Fulton Industrial Blvd.

MEETING DATE: January 25, 2023

Request to rezone property from O-I (Office and Institutional) Zoning District to M-1 (Light Industrial) Zoning District to construct a 136,080 square foot warehouse on 32.9 +/- acres of land. The applicant is also requesting concurrent variances to reduce the rear yard setback from 100 ft. to 50 ft. and to allow outdoor storage in the front yard.

STAFF RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information:	Henry Bailey Jr. 3343 Peachtree Rd. NE Suite 1600 Atlanta, GA 30326
City Council District(s):	District 1
Parcel ID Number:	14F0137 LL0184
Land Use Request:	Rezone from O-I to M-1
Area of Property:	32.9 Acres
Comprehensive Plan Land Use Designation:	Industrial Zone
Compatibility with Comprehensive Plan:	Yes
Zoning (Current):	O-I
Surrounding Zoning:	North: C-1 (Limited Commercial) and M-2 (Heavy Industrial)

South: M-1 (Light Industrial)
East and west: Sub-A (Single Family Residential)
West: M-2 (Heavy Industrial)

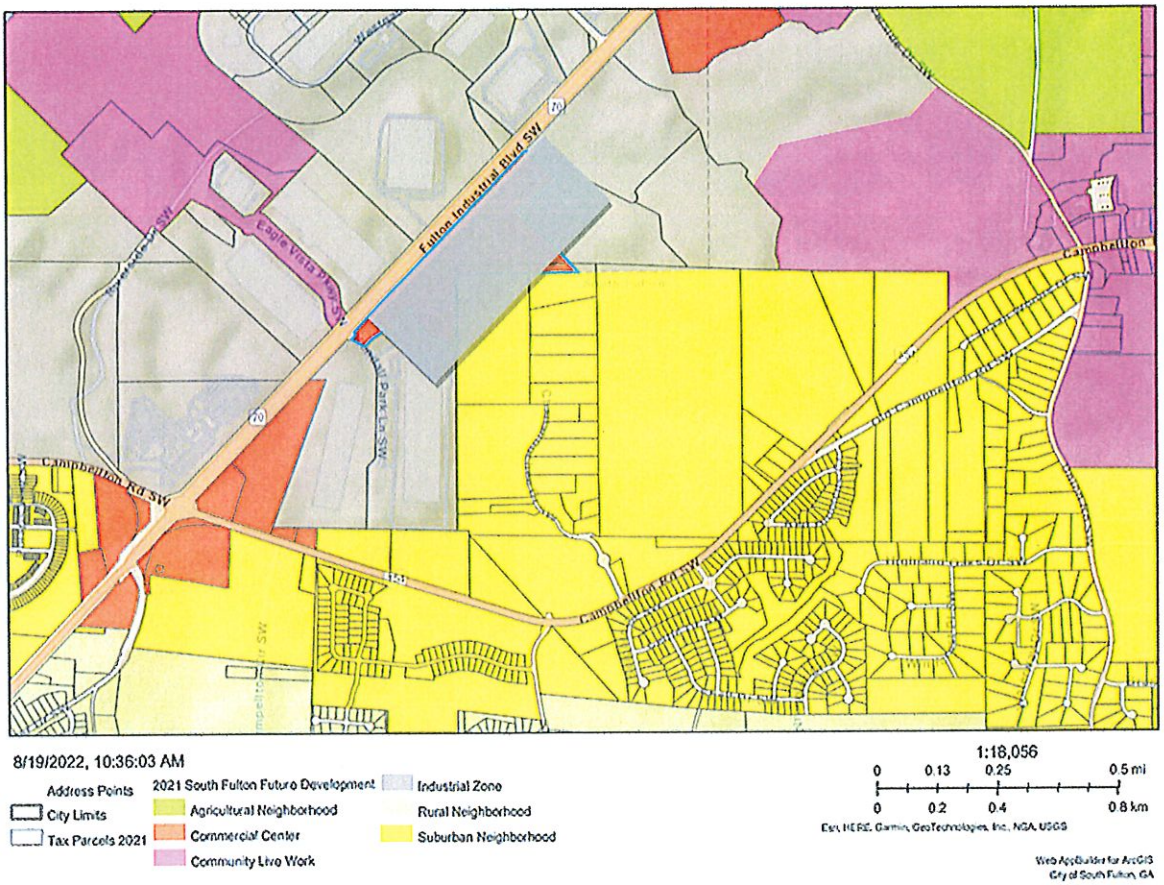
Prior Zoning Cases/History:	Z2016-015 Request to rezone to O-I (Office Institutional)
Current/Past Use of the Property:	Undeveloped
Overlay District:	None
Public Utilities:	Water service is provided to this site by City of Atlanta.
	Sewer service is available to the site by Fulton County. Any extension of sewer service is the responsibility of the developer.
Public Services:	Police and fire services are available to the site by the City of South Fulton.
Infrastructure:	Fulton Industrial Blvd. (Minor Arterial)
Public Transit Availability:	The site is not currently served by MARTA
Multi-modal Access:	No sidewalk or bicycle lanes

Parking Required (Retail/Service Stations):	55 employee spaces 30 trailer stalls
	The proposal does not have sufficient parking. The manufacturing and industrial uses require 1 per 1000 square feet, therefore the site requires 136 parking spaces. A parking variance to reduce the parking requirement may be needed.

City of South Fulton Future Land Use Map

Industrial Zone

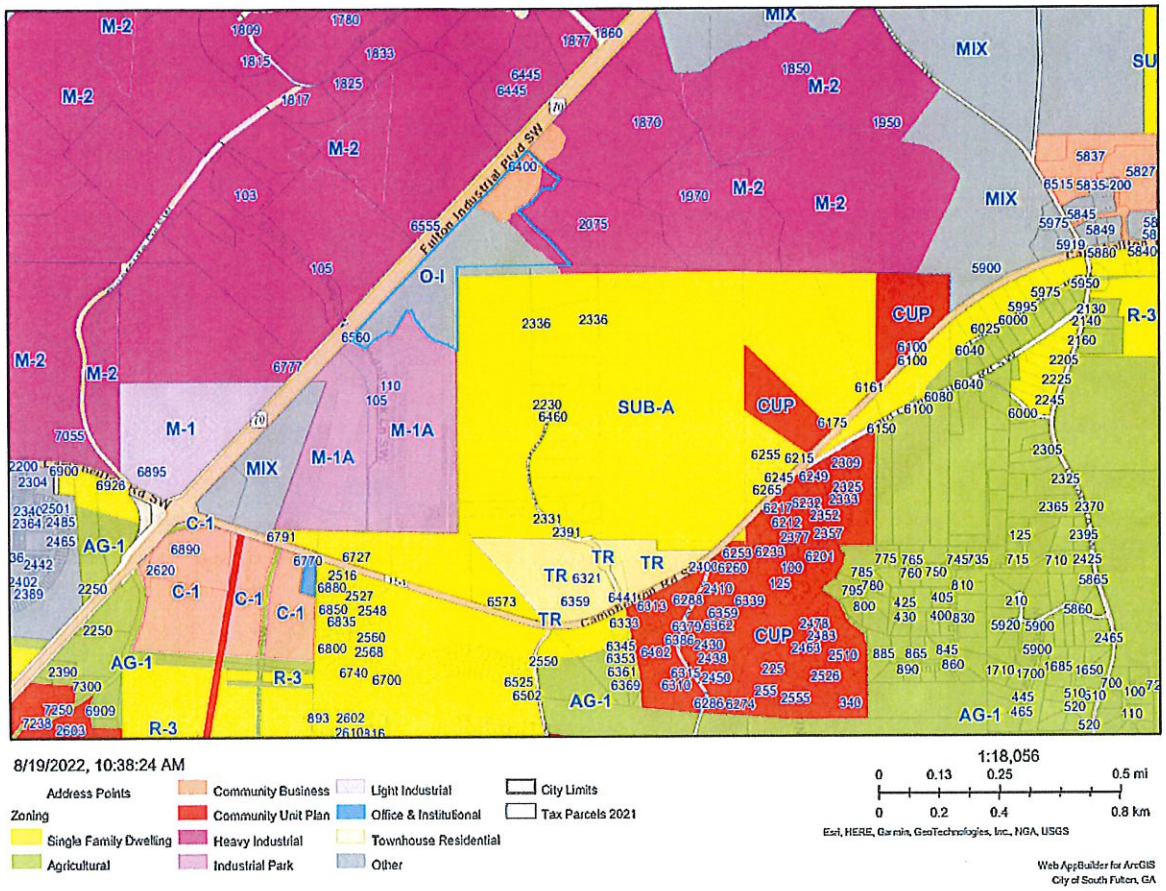
COSF ArcGIS Web Map



City of South Fulton Zoning Map (Current)

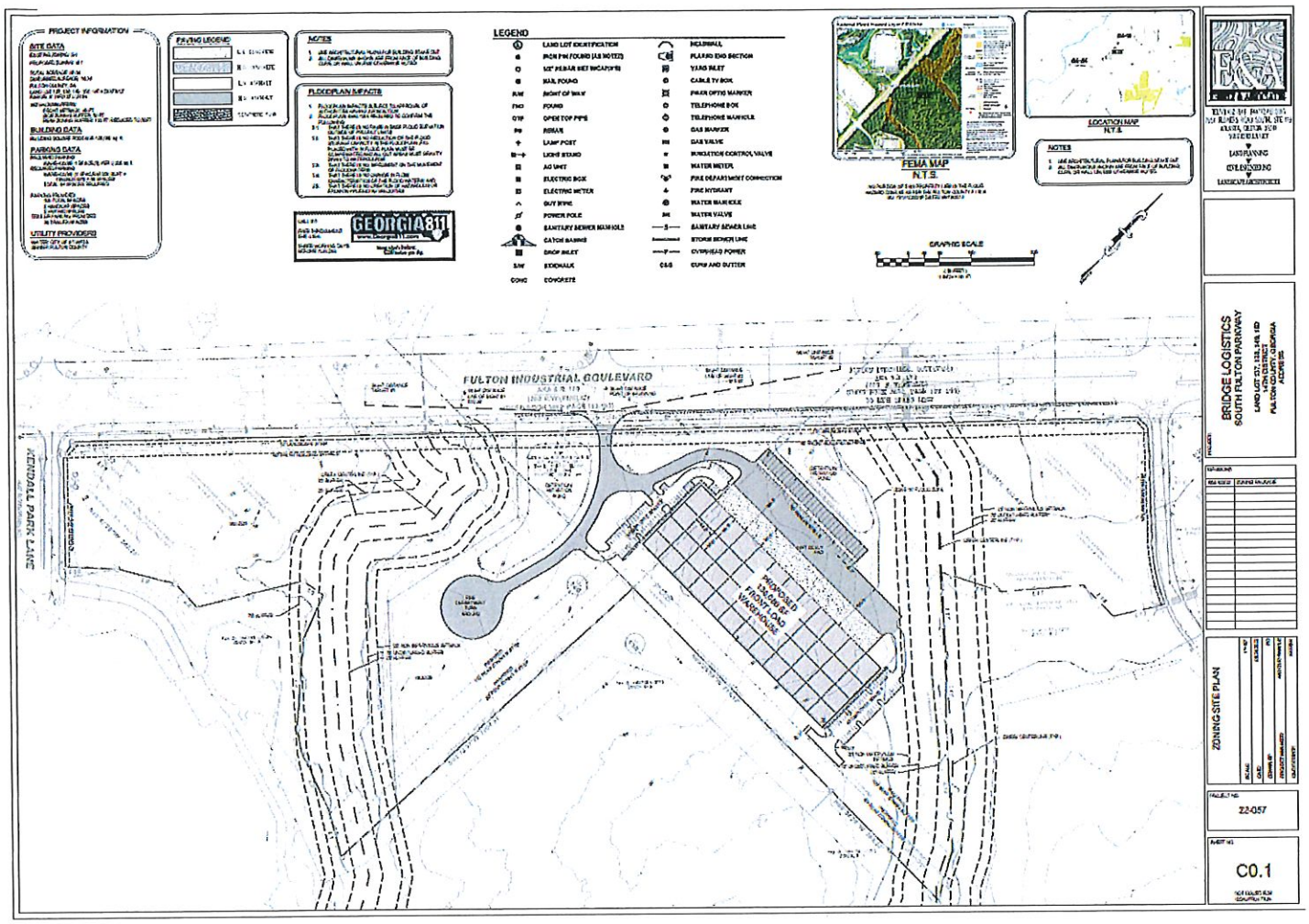
Office and Institutional and Community Business

COSF ArcGIS Web Map



Aerial View

Proposed Site Plan:



BACKGROUND INFORMATION: The project site in question was annexed into the City of South Fulton in May of 2021. The site is undeveloped and heavily wooded. During the update the Comprehensive Plan and Future Land Use Map, staff considered an alternative transition from Industrial to the Commercial Center land use designation. The current zoning for the project site is O-I (Office-Industrial) Zoning District, but the Applicant is proposing a rezoning to M-I (Light Industrial) Zoning District. There are several industrial zoned properties immediately north, east and west of the project site.

ANALYSIS: The proposed warehouse facility has frontage on Fulton Industrial Blvd. which is one of the City's major industrial corridors. These longstanding industrial uses have helped South Fulton to become one of the largest concentrations of industrial activity in Metro. Atlanta. With the proposed zone change to M-1, the zoning is compatible with the general land use designation of Industrial Zone.

Additionally, the site contains sensitive environmental areas that require appropriate setbacks. In cases of streams, the City's standard is to allow a minimum buffer of 100 feet on both sides of the stream. Because of this requirement, the site is not fully usable, and the Applicant is requesting Variances to reduce this development standard from 100 feet to 50 feet for the stream buffer and to allow storage in the front yard. Staff notes that the site also has an unusual concave shape that renders the large portion of the site unusable and can generally support such requests.

PUBLIC PARTICIPATION: The Applicant held a public participation meeting via zoom on September 15, 2022, at 6:30pm. Participants asked questions regarding the exact location of the site. The applicant also met the Sandtown Community Association via Zoom on July 28, 2022, at 6:00 p.m. to provide an overview of the proposal. Attendees asked questions regarding the exact location of the project.

ZONING IMPACT ANALYSIS

Standards for review of propose rezonings.

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

   Yes, the proposal is for a rezoning in order to construct a warehouse. This property is fronting Fulton Industrial Blvd., which is one of the gateways into the city and has a concentration of industrial uses such as warehouse, manufacturing, and distribution.

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

   The proposed warehouse is adjacent to Sub-C zoning which is a residential use. Additionally, the applicant has requested a variance to reduce the rear yard buffer between the site of the proposed warehouse and the Sub-C zoning district from 100 feet to 50 feet. If the rezoning and concurrent variances are approved, additional screening, noise mitigation strategies, and a lighting plan may be needed to ensure that any future residences are not disturbed by the industrial activities.

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

Yes, the property has a reasonable economic use as currently zoned. The subject property can be utilized for office and institutional uses.

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

   Staff is aware that the proposed zoning may cause additional burden on the existing streets, transportation facilities, utilities, or schools due in part to additional truck traffic along FIB.

5. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan;**

   The proposed change of zone is consistent with the current land use designation of Industrial Zone.

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

   No, there are no other pertinent conditions or concerns with this site.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton.**

   No, the proposed development is in compliance with the environmental regulations and will not disturb the stream buffers. Traffic on the site is directed toward Fulton Industrial Blvd. which was designed to accommodate heavy trucks.

VARIANCE CONSIDERATIONS

Standards for review of propose concurrent variances.

Staff is including the specific conditions that must be considered for a variance to be granted to assist the Zoning Board of Appeals in considering the application and its merits. According to our Code, these considerations include:

808.09 Hardship Criteria:

Primary variances shall only be granted by the Zoning Board of Appeals and concurrent variances shall only be granted by City Council upon showing that, owing to special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship and such approval will not be contrary to the public interest. A variance from the terms on this Ordinance shall not be granted unless a written application is submitted demonstrating:

a. The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

The hardship in this instance is created by the concave shape of the site and the stream running along its east and western edges. The applicant did not create the hardship. The shape of the site was created by a previous sub-division many years ago.

b. That special conditions and circumstances exist which are peculiar to the land, structure, sign, or building involved and which are not applicable to other land, structures, or buildings in the same district.

There are not any other sites in the area with a similar shape. May other sites are various trapezoid shapes created more even lot lines. Also, all sites do not have a stream running through them requiring a buffer and rendering parts of the site unusable.

c. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance.

Since the rear of the site is shaped like a V and there is a stream buffer on the east and western areas of parcel, the Applicant is losing a lot of usable space which could have been used for rear and side yard parking or as an additional buffer.

d. That the special conditions and circumstances do not result from the actions of the appellant.

The conditions of the site do not result from action of the appellant. Both the stream and the odd shape of the parcel are pre-existing.

e. That granting the variance requested will not confer on the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district.

Granting the variance request would not provide the Applicant with any special privileges.

f. That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties.

The request will alleviate unnecessary hardship with the zoning requirements.

g. Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the Zoning Ordinance.

Relief if granted would be in harmony with the approved zoning conditions, result from the actions of the appellant, and would not confer on the applicant special privileges which would not be available to other property owners along the corridor.

STAFF COMMENTS

Engineering: No comment.

Environmental: No comment.

Public Works: No comment.

MARTA: MARTA services are available in the general area.

Fulton County Health Department: No comment.

Fulton County Schools: No comment.

Fire: No comment.

PLANNER'S RECOMMENDATION

Staff recommendation is **APPROVAL**

REVIEWED BY: Derek R. Hull, CDRA Director

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:30 p.m. Request Council Consideration of U22-007: Request to consider a Special Use Permit (SUP) for a nail salon located at 2225 Jonesboro Rd.

DATE: February 28, 2023

SUBJECT: 5:30 p.m. Request Council Consideration of U22-007: Request to consider a Special Use Permit (SUP) for a nail salon located at 2225 Jonesboro Rd.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
U22-0007-2225 Jonesboro Rd	Cover Memo	2/24/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

DEREK HULL
COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS
DIRECTOR

MEMORANDUM

TO: Planning Commission

FROM: Planning Division

SUBJECT: **U22-007 2225 Jonesboro Rd**

MEETING DATE: **August 24, 2022**

The applicant is seeking a Special Use Permit (SUP) for a nail salon. The address is currently zoned C-1 and nail salons are allowed with special use permits.

STAFF RECOMMENDATION: Approval with Conditions

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

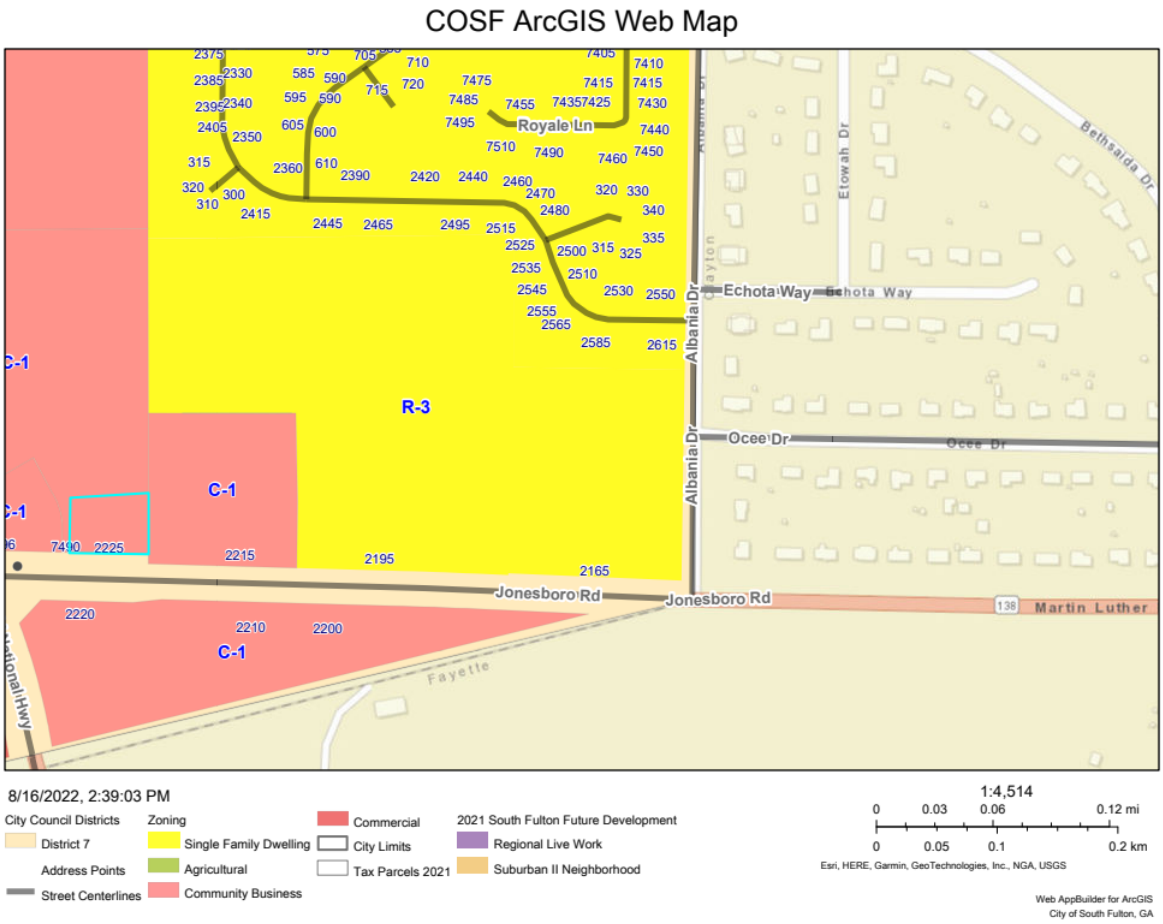
Applicant Information:	Mai Thuy Vo 2225 Jonesboro Rd South Fulton, GA 30331
Status of Applicant:	Business Owner
City Council District(s):	District 7
Parcel ID Number:	13 0188 LL0578
Land Use Request:	Special Use Permit
Area of Property:	0.92 Acres
Current/Past Use of the Property:	Commercial Retail Center
Prior Zoning Cases/History:	Z1988-0218 Rezoning from C-1 to C-1 with Conditions APPROVED
Surrounding Zoning:	North: A (Medium Density Apartment Use District) South: C-2 (General Commercial District) East: R-3 (Single Family Residential) West: R-3 (Single Family Residential)
2021 Future Land Use Designation:	Character Type: Regional Live Work Zonings: MIX, C-1, C-2, O-I, SH
2021 Comprehensive Plan:	Yes. The proposal is part of a commercial development as the Regional Live-Work category is intended. The proposed personal care services are in alignment with the Future Land Use category.
Overlay District:	Old National Highway
Public Utilities:	Water service is provided to these sites by City of Atlanta.

	Sewer Service is provided by Fulton County
Public Services:	Police and fire services are available to the site by the City of South Fulton.
Transportation:	Street: Old National Hwy and Jonesboro Rd. Classification: Old National Hwy. is a Minor Arterial Rd. and Jonesboro Rd is a Principal Arterial street Public Transit: The address is served by MARTA. The closest bus top is .27 miles from the site on Jonesboro Rd. Bike/Pedestrian Access: There are sidewalks along the frontage of the development only.
Parking Required (Retail/Service Stations):	Parking Required: 17 spaces are required. The site has adequate parking.

MAPS

LOCATION MAPS- ZONING MAP AERIAL MAP, AND FUTURE LAND USE MAP

Zoning Map



Future Land Use Map

COSF ArcGIS Web Map

8/16/2022, 4:03:15 PM

Street Centerlines
City Limits
Tax Parcels 2021

2021 South Fulton Future Development
Regional Live Work
Suburban II Neighborhood

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

Web AppBuilder for ArcGIS
City of South Fulton, GA

Aerial Map

COSF ArcGIS Web Map

8/16/2022, 2:57:48 PM

Street Centerlines | Tax Parcels 2021

City Limits

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

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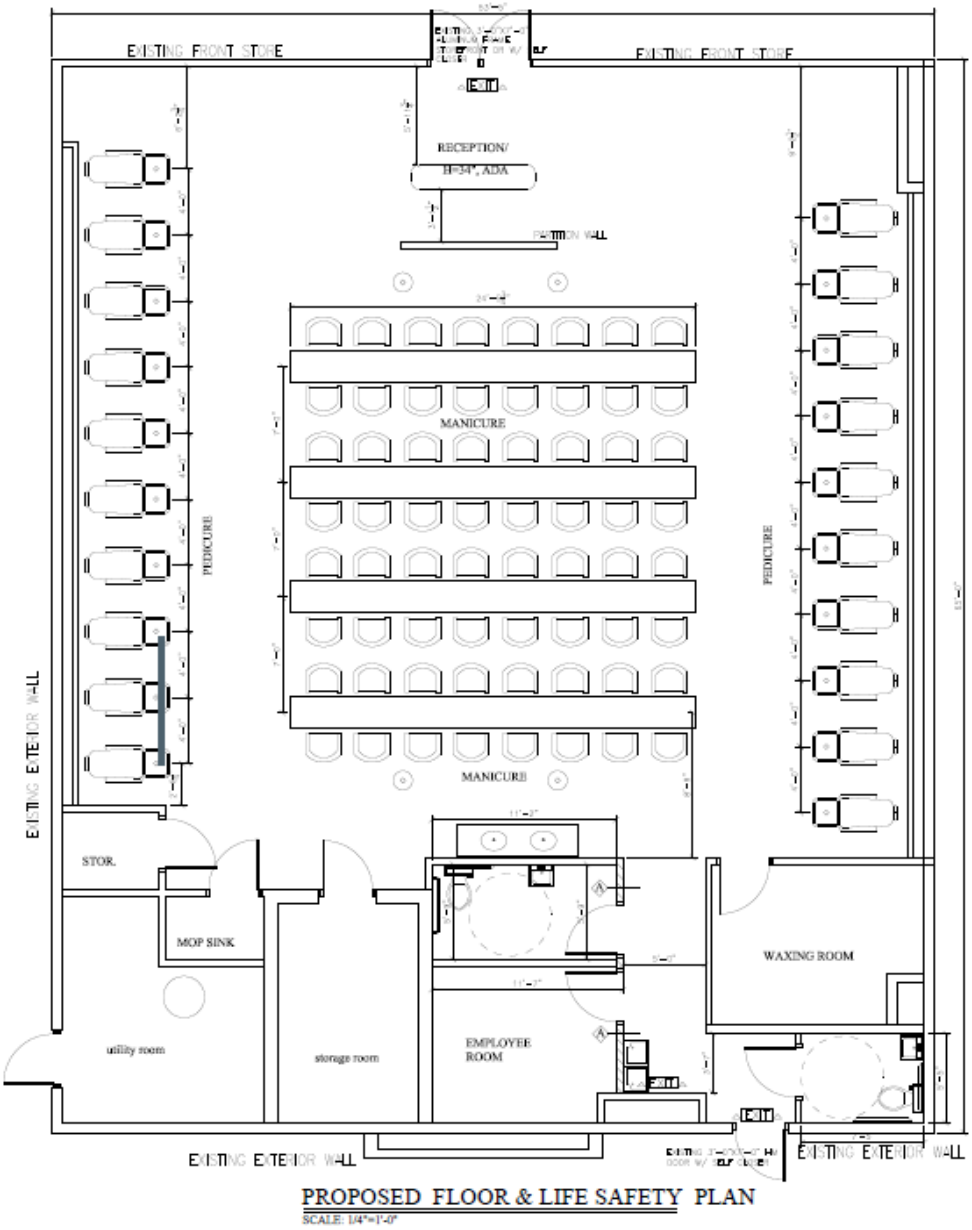
Web AppBuilder for ArcGIS
City of South Fulton, GA

PROPOSED FLOOR PLAN



PUBLIC PARTICIPATION

A public meeting was held on July 24, 2022, from 2pm-5pm. The community members were concerned about having another nail salon since there were already businesses offering similar services in the area. The Applicant explained that every business is different, and the proposed use may be offering a different experience.

USE PERMIT CONSIDERATIONS

Staff is including the specific considerations for a use permit to be granted in an effort to assist in considering the application and its merits. In granting such permits, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors to ameliorate the effects of the proposed development/use. These considerations include:

Standards for review of proposed special uses.

1. **Is the proposed use consistent or inconsistent with the Comprehensive Plan?**
   Yes, the proposed use in Comprehensive Plan.

2. **Is the proposed use consistent with supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?**
   Yes. The Use is in compliance with the economic development plan which designates this area as a development node suitable for commercial development.

3. **Is the proposed use compatible with adjacent land uses and zoning districts?**
   Yes, the site is part of a commercial development adjacent to similar retail uses and higher density residential uses to be constructed in the near future.

4. **Does the proposed use violate local, state and/or federal statutes, ordinances or regulations governing land development?**
   No, the proposed personal care service does not violate any local, state, or federal regulations. The business owner and those performing the services will have the appropriate state licenses and certifications.

5. **What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?**
   The use will have a negligible effect on traffic in the surrounding area. The site is part of a large scale planned commercial development. Traffic calming and organization methods have already been implemented at the site.

6. **Is the open space adequate to preserve the character of the area and reduce environmental impacts?**
   The use is part of a large-scale retail development. Open space and tree planting requirements have already been implemented to ensure that impacts on the environment and character of the area will be minimal.

7. **Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?**
   This is a new business in an existing shopping center. Additional screening will not be necessary.
8. **Can outdoor lighting be used so as not to interfere with surrounding uses?**

The use is not proposing any new or additional lighting.

9. **Are the hours and manner of operation of the proposed use compatible with surrounding uses?**
   The hours of operation are in alignment with the other businesses in the development. The applicant is proposing 9am-6pmMonday-Friday, and 9am-5pm on Saturday.

10. **Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?**
    The proposed use will have a negligible impact on traffic.

11. **Will the number, size and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?**
    The proposed signs will have no impact on traffic or safety.

12. **Are off-street parking spaces adequate? Will they be properly located to reduce any negative impact on surrounding property uses?**
    There is adequate parking. The use requires 7 parking spaces. There are enough off-street parking spaces for the proposed use.

13. **Does the use have sufficient space to operate its activities?**
    Yes, based on the floor plan submitted by the applicant, there is sufficient space to perform the specified activities.

14. **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.?**
    There are not any special circumstances or environmental concerns that the site.

15. **Availability of other land suitable for proposed use and effect on balance of land uses;**
    The surrounding areas are zoned for commercial use and high-density residential uses.

16. **Effect on character of the neighborhood;**
    The proposed use will not have an effect on the character of the neighborhood.

17. **Suitability of proposed uses;**
    The use is suitable both for the Regional Live Work Character area and the Limited Commercial Zoning District.

18. **Effect on adjacent property;**
    The proposed use will not have an effect on adjacent properties.

19. **Economic use of current zoning;**
    The site is currently vacant. The proposed use would be a higher economic use.

20. **Other Conditions**
    There are no other pertinent conditions on the site at this time.

STAFF COMMENTS

Engineering: N/A

Fulton County Public Works (Sewer): Requested information, none provided.

Transportation: N/A

MARTA: N/A.

Fulton County Schools: N/A

Fire: The business is subject to fire inspections and must abide by all fire regulation

PLANNER'S RECOMMENDATION

A nail salon that offers other personal care services will fill a vacancy in the retail space. The previous was a bank, but the space is being repurposed. While some other businesses near Butner Rd. may offer nail and personal care services, the closest nail salon is across the street at the Shoppes at Old National. Staff recommendation is approval subject to the attached conditions.

Staff recommendation is **APPROVAL WITH CONDITIONS:**
The business operations shall be limited to personal care services including manicures and pedicures, eyebrows, lashes, acrylic and gel nails.

PLANNING COMMISSION RECOMMENDATION: APPROVAL WITH STAFF CONDITIONS

PREPARED BY: Nadia Campbell, Plan Review Specialist

REVIEWED BY: Marissa Jackson, Senior Planner

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:35 p.m Request Council Approval of an alcohol license change of ownership for J D Venture, LLC. dba J D Package Store
DATE:	February 28, 2023
SUBJECT:	5:35 p.m Request Council Approval of an alcohol license change of ownership for J D Venture, LLC. dba J D Package Store
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City Council Packet for JD Package Store 1_Redacted	Cover Memo	2/24/2023

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.		
❑ **Finance Director** *Funds are available and complies with fiscal guidelines.*	Karen Sloton Dixon	Jan 17, 2023
❑ **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*	Derek Hull Derek Hull (Jan 25, 2023 15:02 EST)	Jan 25, 2023
❑ **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 17, 2023 14:28 EST) Chad C. Jones (Jan 17, 2023 15:28 EST)	Jan 17, 2023 Jan 17, 2023
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*	Brian Morris	Jan 17, 2023
❑ **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**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 2/14/2023

Requesting Department	**Council District(s) Affected**
Police Department	District 1

Requested Action

Approval to get on City Council Agenda for February 14, 2023 to have a public hearing and for council to vote on the request for an alcohol license for J D Venture, LLC . dba J D Package Store for an alcohol license for the retail sales of beer, wine and distilled beverages at 4401 Fulton Industrial Blvd sw.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The applicant for J D Venture LLC. dba J D Package Store has applied for an alcohol license for the the retail sales of beer, wine and distilled beverages at 4401 Fulton Industrial Blvd sw, South Fulton, Ga 30336. This request is due to a change of ownership at this location. All applicable fees and inspections have been paid and passed. This business is currently operating on a temporary alcohol license.

Funding Source (if applicable)

Financial Impact (if applicable)

Initial Renenue $4,790 with an estimated annual revenue of $3,800

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jan 17, 2023 14:28 EST)	Chad C. Jones (Jan 17, 2023 15:28 EST)	
Derek Hull (Jan 25, 2023 15:02 EST)	Brian Morris	Karen Slaton-Dixon

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

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

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

DATE: **January 10, 2023**

SUBJECT: Request by J D Venture LLC. dba J D Package Store for an Alcohol License for the retail sales of beer, wine, and distilled beverages at 4401 Fulton Industrial Blvd sw, South Fulton, Ga 30336.

The applicant for J D Venture LLC. dba J D Package Store seeks an alcohol license for the retail sales of beer, wine, and distilled beverages at 4401 Fulton Industrial Blvd sw, South Fulton, GA 30336. This application is for a change of ownership 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	J D Venture LLC. 4401 Fulton Industrial Blvd sw South Fulton, Ga 30336
City Council District(s):	1
Parcel ID Number	14F0052LL0805
Square Footage	
Existing zoning	M-2
Current/Past Use of the Property	Package Store/ Same
History	This is applicants first request. Previous use package store.

Cc: Corey Adams, City Clerk

INTER-OFFICE MEMORANDUM

DATE: January 10, 2023

TO: Chief K. Meadows

FROM: Jacquelyn J. Bell

SUBJECT: Staff Recommendation -J D Venture LLC., dba J D Package Store

---

The applicant for J D Venture LLC., dba J D Package Store seeks an alcohol license for the retail sales of beer, wine, and distilled beverages at **4401 Fulton Industrial Blvd sw**. 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: J D Venture LLC / Jhanvi Thakar
Business Address 4401 Fulton Industrial Blvd sw
District(s): I
Parcel ID Number: **14F0052LL0805**
Existing Zoning: M-2
Current/Past Use of the Property: Current use is Package Store
History: This request serves as the applicants first request. The property is a package store. The applicant also has a current business license with the City of South Fulton and has requested a license resulting from an ownership change. 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, JJBell

Police Chief Recommendation: ☐ _____ **Approval** _____ **Denial**

Signature: Keith Meadows (Jan 17, 2023 14:28 EST)

South Fulton Police Department

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

Keith Meadows
Chief of Police

December 20, 2022

City of South Fulton Code Enforcement Department
ATTN: Brian Morris
brian.morris@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 __X__ Wine __X__ Distilled Spirits

Business Information:
J D Venture dba J D Package Store
Jhanvi Thakar 404-699-2811
4401 Fulton Industrial Blvd SW
South Fulton, Ga 30336
[redacted]

For Code Enforcement Use Only

Date of Inspection: 1/3/23

[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: _____

Paul Muhammad
Print Name of Code Enforcement Inspector

Code Enforcement Inspector Signature

Brian C Morris
Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Keith Meadows
Chief of Police

December 20, 2022

City of South Fulton Planning & Zoning Section
ATTN: Patwanda Parks
patwanda.parks@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 __X___ Distilled Spirits

Business Information:
J D Venture dba J D Package Store
Jhanvi Thakar 404-699-2811
4401 Fulton Industrial Blvd SW
South Fulton, Ga 30336
[redacted]

For Planning & Zoning Use Only

Date of Compliance Inspection: 1/05/2023 Parcel ID Number: 22 50 300 4 75 1011

Location is Zoned for: M-2

Current/Past Use of the Property: M-2

[✓] 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:

Patwanda Parks
Print Name of Zoning Planner

Patwanda Parks
Zoning Planner Signature

Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Keith Meadows
Chief of Police

December 20, 2022

City of South Fulton Business License
ATTN: LaShayne Taylor
Lashayne.taylor@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 __X__ Distilled Spirits

Business Information:
J D Venture LLC dba J D Package Store
Jhanvi Thakar 404-699-2811
4401 Fulton Industrial Blvd SW
South Fulton Ga30336

[redacted]

For Business License Use Only

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

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

LAShAyne Taylor
Print Name of Business Tax Specialist

Business Tax Specialist Signature

Karen Slaton-Dixon
Print Name of Department Head

Karen Slaton-Dixon
Department Head Signature

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

Atlanta, GA 30331

License Id: 2022.10.1326 **Issued Date:** 10/6/2022

Effective Date: 01/01/2023 **Expiration Date:** 12/31/2023

License Type: Beer, Wine, and Liquor Stores

Business Name: JD Venture LLC

Business Location: 4401 Fulton Industrial Boulevard SW, South Fulton, GA 30336

JD PACKAGE STORE

Jhanvi Thakar

3488 FLAMINGO LANE

ALPHARETTA, Georgia, 30004

2023

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 20, 2022

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
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 ___X__ Distilled Spirits

Business Information:
J D Venture dba J D Package Store
Jhanvi Thakar 404-699-2811
4401 Fulton Industrial Blvd SW
South Fulton, Ga 30336
[redacted]

For Fire Use Only

Date of Inspection: 12/29/2022

[✓] 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 *Fire Inspector Signature*

Print Name of Department Head *Department Head Signature*

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

SOUTH FULTON FIRE RESCUE DEPARTMENT

INSPECTION REPORT

Permit#_____ Location#_____

Approved: Yes ✓ No_____ Reinspection_____

Date: 12/29/22 FIRE ZONE: B Sta. 11

Business Name JD Package Store Phone No. (4) 699 2811 Email _____

Address 4401 Fulton Industrial Blvd Suite — City South Fulton Zip 30336

Owner's Name Jhanv. Thakar Address Same

Phone No. 404 699 2811 City/State/Zip South Fulton GA 30336

Emergency Contact Name _____ Phone No. _____

[redacted]

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other Liquor License

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

No fire Code violations noted @ this time

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. Are-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: CAPT G. Chambers Phone: 404 350 8048 non-emergency only

FOR FIRE OR OTHER EMERGENCY – CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business

South Fulton Police Department

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

Keith Meadows
Chief of Police

January 3, 2023

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 __X__ Distilled Spirits

Business Information:
J D Venture dba J D Package Store
Jhanvi Thakar 404-699-2811
4401 Fulton Industrial Blvd SW
South Fulton, Ga 30336
[redacted]

For Law Enforcement Use Only

Date Background Investigation Completed: Jacquelyn J. Bell

[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

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 20, 2022

Fulton County School Board
ATTN: Dondrell Haines
haimesd@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 __X___ Distilled Spirits

Business Information:
J D Venture dba J D Package Store
Jhanvi Thakar 404-699-2811
4401 Fulton Industrial Blvd SW
South Fulton, Ga 30336
[redacted]

For School Board Use Only

Date Completed: January 3rd 2023

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

Dondrell Haines
Print Name of Person Verifying Distance

Dondrell Haines
Signature

Return form via email to: 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): Jhanvi U Thakar

Home Address: [redacted]

Business Address: 4401, Fulton Indus Blvd, Atlanta. GA. 30336

Place of Birth: [redacted] (City, State, Country) Date of Birth: [redacted] (Day, Month, Year) Age: 45

Race: [redacted] Height: [redacted] Weight: [redacted] lb Eye Color: BRO U.S. Citizen: ✓ 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:

NA

List names and addresses of employers for the past three (3) years: Thakar LLC

Single: ____ Married: ✓ Widowed: ____ Divorced: ____ Separated: ____

(If married, divorced or widowed, complete the below requested information on spouse.)

UK D THAKAR [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.

Jhanvi U Thakar — Applicant's Printed Name

J. U. THAKAR — Applicant's Signature

10/17/2022 — Date of Application

I hereby certify that Jhanvi U Thakar signed his/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 17th day of Oct, 20 22.

Notary Public Signature: [signature] (AFFIX SEAL)

Notary Printed Name: Pramod Sathe.

PRAMOD SATHE
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires
11/24/2024.

Date Revised: 1/03/2022

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirts Applicants Only

State of Georgia, Fulton County

I, Kenya M. Johnson Judge of the probate Court, for Fulton County, Georgia, hereby certify that Jhanvi Thakar is now and has been a Bona Fide Resident of the state of Georgia for one year, and in the county of Fulton 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 8th day of December, 20 22.

Kenya M. Johnson
Judge of the Probate Court

Fulton
County, Georgia

PROBATE COURT FULTON COUNTY GEORGIA

****

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

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 in the county of _____ 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

Date Revised: 1/03/2022

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit

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

By executing this affidavit under oath, as an applicant for a(n) ***alcohol license*** [*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from ***City of South Fulton*** [*name of government entity*], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

DRIVERS LICENSE.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16 -10-20, and face criminal penalties as allowed by such criminal statute.

Executed in CUMMING (city) GA (state)

JHANVI THAKAR J.U. THAKAR.

Signature of Applicant

JHANVI THAKAR.

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 2nd DAY OF December, 2022

NOTARY PUBLIC

My Commission Expires: Nov. 17 2025

AMBER BERGEN NOTARY PUBLIC EXPIRES GEORGIA Nov. 17, 2025 LUMPKIN COUNTY

Date Revised: 1/03/2022

E-Verify Affidavit

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

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

Section 1.

Please check only one:

(A)_____On January 1st of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.

(B)__X__On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section1(A), please fill out Section 2 below.

Section 2.

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

_____
Name of Private Employer

_____
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 2nd of December, 2022 in Cumming (city), GA (state).

J. U. THAKAR.
Signature of Authorized Officer or Agent

Jhatvi. U. THAKAR.
Printed Name and Title of Authorized Officer or Agent

AMBER BERGEN NOTARY EXPIRES GEORGIA Nov. 17, 2025 PUBLIC LUMPKIN COUNTY

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2nd DAY OF December, 2022.

NOTARY PUBLIC
My Commission Expires: November 17 2025

Date Revised: 1/03/2022

REGISTERED AGENT DESIGNEE FORM

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

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

Name: Jhanvi. U. Thakar
(Full Printed Name No Initials)

Sex: F Race: [redacted] Date of Birth: [redacted]

Home Address: [redacted]

City: Alpharetta State: (GA) Zip: 30004

Phone# [redacted]

Business Address: 4401 Fulton Indu. Byld.

City: ATLANTA State: GA Zip: 30336

Phone# 7063418891

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

_____ *a business located at*

_____, *City of South Fulton, Georgia.*

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

J.U. THAKAR. 12/08/2022
SIGNATURE OF APPLICANT DATE

Jhanvi. U. Thakar
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 8th DAY OF December 20 22

NOTARY PUBLIC SIGNATURE

Eduardo Bladimir Mejia
NOTARY PUBLIC PRINTED NAME

EDUARDO BLADIMIR MEJIA
MY COMMISSION EXPIRES
NOTARY PUBLIC
JANUARY 1, 2023
FORSYTH COUNTY, GEORGIA

Date Revised: 1/03/2022

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: [X] Sole Proprietorship [ ] Partnership [ ] Corporation [ ] LLC
2. Legal Name of Business: JD Venture LLC DBA.
   Operating/Trade Name of Business JD PACKAGE STORE.
   Has location had an alcohol license within the last 12 months? [X] Yes [ ] No
3. Business Address: 4401 Fulton Industrial Bvld SW, South Council District: FULTON
   (Street Address, City, State Zip) Fulton, GA 30336
4. Billing Address:_____
5. Proposed Location Zoned: YES
6. A. Distance from closest private residence in any direction: 10 miles
   B. Distance from closest college campus or school ground: 8.5 miles.
   C. Distance from closest branch of any South Fulton Public library: 6.5 miles.
   D. Distance from closest church or place of worship: 8 miles
   E. Distance from closest regular school bus stop as designated by Fulton County Board of Education for pick-up or drop-off of school children in transport to the public schools of City of South Fulton. 8 miles

Date Revised: 01/03/2022

SECTION 2:

1. Full name of Applicant (Company/Corporation) JHANVI THAKAR.

2. Full name of Licensee: JHANVI THAKAR

Licensee Social Security Number: [redacted]

Date of Birth and Place of Birth: [redacted] [redacted]

Citizen of the USA? [X] Yes [ ] No Alien Number: [redacted]

Resident of Georgia? [X] Yes [ ] No Years 8 County Fulton.

Home Address: [redacted] ALPHARETTA GA 30004

City State Zip Code

Telephone Number: Home: ([redacted] Business: (404) 699-2811

Email Address: [redacted]

Hours said Licensee will actively be on the premise: 8 hours.

List duties of Licensee: Monitor inventory, payroll, register handling, scheduling employee duties.

3. Full Name of Spouse, Including Maiden Name: Utkarsh Thakar

Date of Birth and Place of Birth: [redacted]

Hours Spouse on Premises: 42 hours weekly.

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

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
–	–	–	–

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 [X] No

6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

7. Does Licensee or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license in the state of Georgia (including a work/server/pour permit)? [ ] Yes [✓] No

8. Has Licensee or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? [X] No [ ] Yes
If yes check which type [ ] denied [ ] suspended [ ] revoked

If yes, please check appropriate status above and explain

9. Full Name of Manager UK D THAKAR

Social Security Number of Manager [redacted]

Date of Birth and Place of Birth [redacted]

Home Address: [redacted]

Telephone Number: Home: [redacted] Business: (404) 699 2811

E-mail Address: [redacted]

10. Hours said manager will be on the premise: 42 hours weekly.

11. What is the manager's business experience? 11 years in GAS STATION BUSSINESS AND LIQUOR STORE OWNER.

12. Has the manager worked in this or a similar capacity? [X] Yes [ ] No

If yes, explain: 3 years liquor store management, 8 years of gas station management.

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) JHANVI THAKAR. JD INVESTMENT LLC

If a Corporation, Date of Incorporation: 05/18/2022 Taxpayer Id# [redacted]

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

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
JHANVI THAKAR	5488 Flamingo Ln Alpharetta 30004	08/27/1977	[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.

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
JHANVI THAKKAR	[redacted]	SBA LOAN	04/27/2022

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
BUSSINESS CHECKIN	Bank OZK	Cumming GA	[redacted]	[redacted]
Bussiness checkin	Metro City Bank	Johns Creek GA		
Personal checkin	Bank of America	Alpharetta GA		

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

NAME	ADDRESS	AMOUNT/ITEM	DATE

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

- NA -

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

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
—	—	—	—

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

- NA -

LICENSED PREMISES

21. Do you own the property where the business is located? [ ] Yes [✓] No

If yes:
Date of Purchase _____ Purchase Price _____

Name of Seller _____

22. If property is rented/leased provide owner's name and address:
Margaret E Townsend, 99 Twenty-sixth st, NW, Atlanta GA 30309

Amount of rent/lease:
Monthly $4800 Annually _____ Other (specify) _____
(Submit copy of signed lease agreement, deed, sublease, etc.)

23. Has a license at this location ever been denied, suspended, or revoked? [X] No [ ] Yes
[ ] denied, [ ] suspended or [ ] revoked

If yes, check the appropriate status above and explain: _____

24. Is business located in a hotel or motel? [ ] Yes [X] No

If yes, name of Hotel or Motel —

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

26. What will be your business/operating hours? 10:00AM- 11:45PM MON-~~SUNDAY~~ SATURDAY. SUN: 12:30PM-9:00PM.

27. Where will your trash receptacle be located? Left side of store.

28. What arrangements have you made for trash removal? ~~Wednesday~~ - ~~weekly~~ Waste management

29. How often will you clean your property? Daily.

30. What is your plan for sanitation (clean water and sewage disposal) on the premises? ~~Water- Public water supply, watershed management~~ and employ comes every day.

31. What is your plan for unlawful conduct on the premises? Staff is trained report any unlawful conduct to the authorities.

32. What is your plan for fire prevention on the premises? SMOKE ALARM, SPRINKLER SYSTEM ARE INSTALLED & WORKING, NO SMOKE POLICY.

33. What type of security do you plan to have? Security camera are installed and employee and customer activity is constantly monitored. Cameras record the inside as well as outside the store (within premise) activity.

34. Do you offer your employees training with respect to items covered by the alcohol code? [X] 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? Alcohol safety training through servsafe and training during on boarding process.

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? ~~N/A~~ - we use a planted buffer to control the noise such large plants bushes.

36. What plans do you have to prevent un-permitted vending on your property? Property has security camera installed and activity is monitored to capture any unpermitted activity. Police will be informed as & when required.

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. Parking spaces 5 facing the store and 7 in the opposite direction. Ingress and egress from and to Fulton Industrial Blvd.

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? [X] 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 [X] 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 [X] No

If yes, give details: _____

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

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

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 [X] No

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

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR

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 [X] No

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

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE

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 [X] 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

CERTIFICATION

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

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

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

I understand that I am required to pay alcohol excise taxes in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. [✓] Yes [ ] No

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

J. U. THAKAR — 10/17/2022
SIGNATURE OF APPLICANT — DATE

Jhanvi U THAKAR
PRINTED NAME OF APPLCIANT

~For Notary~

I hereby certify that Jhanvi U Thakar 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 17th DAY OF Oct 20 22

NOTARY PUBLIC SIGNATURE

Pramod Sathe.
NOTARY PUBLIC PRINTED NAME

PRAMOD SATHE
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires
11/24/2024.

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)	Jhanvi. U. Thakar		
Any other name used (i.e. maiden name)		Place of Birth	[redacted]
Home Address	[redacted]		
Name of Business	J.D. Venture. LLC.		
Address of Business	4401 Fulton Industrial Blvd.		
Gender [redacted]	Height [redacted]	Date of Birth [redacted]	Social Security Number [redacted]
Race [redacted]	Weight [redacted] 4	Hair Color Black	Eye Color Bro.

☐ I, Jhanvi U. Thakar, 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, Jhanvi. U. Thakar., 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.

J. U. Thakar. — Signature

12/20/2022 — Date

Date of Inquiry: 12-21-22 Time of Inquiry: 9:15:01 Operator's Initials: TR

Purpose Code Used: (check all that apply)

X	E- Employment
	J- Civilian Criminal Justice Employment (State & III Info Received)
	W- Working with Children
	Z- Sworn Criminal Justice Employment (State & III Info Received)

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

X	No Criminal Record Available
	Criminal Record (Attached/Released)
X	No NCIC/GCIC Warrant
	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Iw. T. Reynolds — Print Agency Designee Name and Title

1/11/23 — Date

Agency Designee Signature

APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: Jhanvi. U. Thakar

Date: 12/20/2022

Signature: J. U. Thakar.

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: Jhanvi. U. Thakar. Date: 12/20/2022

Signature: J. U. Thakar.

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: J. T.

§ 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: J. T.

§ 16.32 — Procedure to obtain an identification record

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

Initial: J. T.

§ 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: J. T.

§ 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: J. T.

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)	UK D Thakkar		
Any other name used (i.e. maiden name)		Place of Birth	[redacted]
Home Address	[redacted]		
Name of Business	Jd Venture LLC		
Address of Business	4401, fulton Industry Blvd, Atlanta - GA - 30336		
Gender [redacted]	Height [redacted]	Date of Birth [redacted]	Social Security Number [redacted]
Race [redacted]	Weight [redacted]	Hair Color - NA -	Eye Color BLK

☐ I, UK D Thakkar, 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, UK D Thakkar, 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: UKThakkar Date: 12/20/2022

Date of Inquiry: 12-21-22 Time of Inquiry: 9:18:01 Operator's Initials: TR

Purpose Code Used: (check all that apply)

X	E- Employment
	J- Civilian Criminal Justice Employment (State & III Info Received)
	W- Working with Children
	Z- Sworn Criminal Justice Employment (State & III Info Received)

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

X	No Criminal Record Available
	Criminal Record (Attached/Released)
X	No NCIC/GCIC Warrant
	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Inv. T. Reynolds Date: 1/11/23

Print Agency Designee Name and Title

Agency Designee Signature

APPLICANT PRIVACY RIGHTS

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

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- 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: UK D Thaksen Date: 12/20/2022

Signature: VSDhaksen

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: UK D Thaker

Date: 12/20/2022

Signature: VDThaker

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: _____

§ 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: _____

§ 16.32 — Procedure to obtain an identification record

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

Initial: _____

§ 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: _____

§ 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: _____

GEORGIA DEPARTMENT OF REVENUE
CENTRALIZED TAXPAYER REGISTRATION UNIT
P.O. BOX 49512
ATLANTA, GA 30359-1512

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 Commissioner as provided under Regulations 560-2-2-.09 and 560-2-7-.11. **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME **THAKAR**	FIRST **JHANVI**	MI **U**	SOCIAL SECURITY NO. [redacted]
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [redacted]			
	CITY **ALPHARETTA**	STATE **GA**	ZIP + 4 **30004-0000**	DAY CONTACT NUMBER [redacted]
3	LEGAL BUSINESS NAME **JD VENTURE LLC**		TRADE / DBA NAME **JD PACKAGE STORE**	
	ALCOHOL LICENSE NUMBER	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [redacted]	% OF OWNERSHIP INTEREST **100.00**	

4 FINANCIAL INVESTMENT

(You **may** 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
☒	☐	**SBA LOAN**	[redacted]	☒	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

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, Jhann U Thakar. 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.

J. U. THAKAR
Signature

I HEREBY CERTIFY THAT Jhanvi U. Thakar. 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 25th DAY OF October, 2022

NOTARY PUBLIC

AFFIX SEAL

PRAMOD SATHE
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires
11/24/2024.

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/29/2021 23:05:15	29 FIGHT OR DOMESTIC	4401 FULTON	SF221	3	09/29/2021 23:31:55
	10/01/2021 14:34:45	90B BUSINESS CHECK	4401 FULTON	SF135	3	10/01/2021 14:35:08
2021014219	10/02/2021 16:53:47	54 SUSPICIOUS	4401 FULTON	SF129	CASE	10/02/2021 18:31:43
	10/06/2021 08:42:35	90B BUSINESS CHECK	4401 FULTON	SF135	3	10/06/2021 09:51:48
	10/06/2021 12:16:43	90B BUSINESS CHECK	4401 FULTON	SF131	3	10/06/2021 13:05:40
2021014443	10/06/2021 21:53:07	54 SUSPICIOUS	4401 FULTON	SF501	CASE	10/06/2021 22:10:08
	10/07/2021 08:51:30	90B BUSINESS CHECK	4401 FULTON	SF131	3	10/07/2021 09:22:27
	10/08/2021 03:33:21	45 INVESTIGATE	4401 FULTON	SF236	3	10/08/2021 04:07:57
	10/17/2021 09:41:04	90B BUSINESS CHECK	4401 FULTON	SF133	3	10/17/2021 10:08:12
	10/28/2021 02:38:06		4401 FULTON		ADV	10/28/2021 02:39:41
	10/29/2021 08:44:05	90B BUSINESS CHECK	4401 FULTON	SF133	3	10/29/2021 09:12:25
	11/01/2021 08:20:03	90B BUSINESS CHECK	4401 FULTON	SF135	3	11/01/2021 08:45:14
	11/05/2021 09:07:33	90B BUSINESS CHECK	4401 FULTON	SF133	3	11/05/2021 09:43:01
	11/06/2021 10:19:41	90B BUSINESS CHECK	4401 FULTON	SF133	3	11/06/2021 11:08:37
	11/14/2021 04:53:47	90B BUSINESS CHECK	4401 FULTON	SF236	3	11/14/2021 05:16:23
	11/23/2021 23:33:40	79 STEALING AUTO OR	4401 FULTON	SF231	3	11/24/2021 01:37:45
2021017528	11/30/2021 17:56:37	39 INFORMATION FOR	4401 FULTON	SF263	CASE	11/30/2021 20:10:51
2021017530	11/30/2021 18:25:10	39 INFORMATION FOR	4401 FULTON	SF93	CASE	11/30/2021 18:25:10
	12/07/2021 16:59:41	90B BUSINESS CHECK	4401 FULTON	SF15	3	12/07/2021 17:29:47
	12/12/2021 17:07:29	90B BUSINESS CHECK	4401 FULTON	SF135	3	12/12/2021 17:24:25
	12/17/2021 00:21:29	90B BUSINESS CHECK	4401 FULTON	SF235	3	12/17/2021 00:53:10
	12/19/2021 00:12:25	90B BUSINESS CHECK	4401 FULTON	SF235	3	12/19/2021 00:14:37
	01/04/2022 06:50:15	90B BUSINESS CHECK	4401 FULTON	SF135	3	01/04/2022 06:50:51
	01/06/2022 16:30:43	90B BUSINESS CHECK	4401 FULTON	SF133	3	01/06/2022 16:47:59
	01/07/2022 13:02:04	90B BUSINESS CHECK	4401 FULTON	17204	3	01/07/2022 13:23:15
	01/08/2022 07:18:17	90B BUSINESS CHECK	4401 FULTON	SF135	3	01/08/2022 07:38:17
	01/08/2022 21:22:04	87 TRAFFIC STOP	4401 FULTON	FC321	7	01/08/2022 21:43:17
	01/09/2022 06:22:16	90B BUSINESS CHECK	4401 FULTON	SF135	3	01/09/2022 06:37:36
2022001043	01/15/2022 21:36:30	ASSAUL4B	4401 FULTON	7824	83	01/15/2022 23:09:58
2022000889	01/15/2022 21:38:29	MEDICAL CALL / PROQA	4401 FULTON	R11	13	01/15/2022 22:14:07
2022000763	01/15/2022 21:40:26	ASSAUL4B	4401 FULTON	SF235	CASE	01/15/2022 22:47:38
	01/15/2022 21:46:56	ASSAUL4A	4401 FULTON		DUP	01/15/2022 21:48:42

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	01/17/2022 02:27:08	90B BUSINESS CHECK	4401 FULTON	SF235	3	01/17/2022 02:43:08
	01/20/2022 01:19:13	90B BUSINESS CHECK	4401 FULTON	SF235	3	01/20/2022 01:31:42
2022001020	01/21/2022 00:07:24	45 INVESTIGATE	4401 FULTON	SF235	CASE	01/21/2022 02:13:14
	01/22/2022 14:31:31	38 ILLEGAL WHISKEY OR	4401 FULTON	SF135	3	01/22/2022 14:50:28
	01/22/2022 20:51:44	90B BUSINESS CHECK	4401 FULTON	SF233	3	01/22/2022 21:09:04
2022001152	01/23/2022 14:51:37	45 INVESTIGATE	4401 FULTON	SF129	CASE	01/23/2022 16:05:07
	01/26/2022 21:25:57	90B BUSINESS CHECK	4401 FULTON	SF101	3	01/26/2022 21:40:03
	01/31/2022 20:12:37	90B BUSINESS CHECK	4401 FULTON	SF101	3	01/31/2022 20:29:07
	02/01/2022 20:23:55	90B BUSINESS CHECK	4401 FULTON	SF101	3	02/01/2022 20:44:16
	02/04/2022 11:20:17	87 TRAFFIC STOP	4401 FULTON	191286	7	02/04/2022 11:42:20
	02/04/2022 21:05:05	90B BUSINESS CHECK	4401 FULTON	SF101	3	02/04/2022 21:26:31
	02/06/2022 02:04:26	90B BUSINESS CHECK	4401 FULTON	SF233	3	02/06/2022 02:25:32
	02/06/2022 22:22:03	90B BUSINESS CHECK	4401 FULTON	SF101	3	02/06/2022 22:38:20
	02/07/2022 13:48:39	90B BUSINESS CHECK	4401 FULTON	SF135	3	02/07/2022 14:01:57
	02/10/2022 15:59:54	90B BUSINESS CHECK	4401 FULTON	SF135	3	02/10/2022 16:21:19
	02/10/2022 23:57:03	90B BUSINESS CHECK	4401 FULTON	SF233	3	02/11/2022 00:23:14
	02/15/2022 21:40:05	90B BUSINESS CHECK	4401 FULTON	SF235	3	02/15/2022 21:41:54
	02/18/2022 14:13:02	90B BUSINESS CHECK	4401 FULTON	17204	3	02/18/2022 14:32:48
	02/23/2022 14:55:23	90B BUSINESS CHECK	4401 FULTON	SF235	3	02/23/2022 14:59:36
	02/25/2022 19:20:07	29 FIGHT OR DOMESTIC	4401 FULTON	SF229	16	02/25/2022 19:20:29
	03/01/2022 18:29:21	90B BUSINESS CHECK	4401 FULTON	SF235	3	03/01/2022 18:54:19
	03/02/2022 23:50:26	29 FIGHT OR DOMESTIC	4401 FULTON	SF236	3	03/03/2022 00:15:29
	03/05/2022 21:22:03	54 SUSPICIOUS	4401 FULTON	FC30	3	03/05/2022 22:24:39
	03/05/2022 21:51:35	54 SUSPICIOUS	4401 FULTON	SF231	3	03/05/2022 22:45:24
	03/06/2022 21:33:10	90B BUSINESS CHECK	4401 FULTON	SF101	3	03/06/2022 21:49:36
	03/09/2022 01:06:05	54 SUSPICIOUS	4401 FULTON	SF236	3	03/09/2022 01:09:04
	03/10/2022 22:00:24	90B BUSINESS CHECK	4401 FULTON	SF101	3	03/10/2022 22:18:14
	03/14/2022 18:02:13	54 SUSPICIOUS	4401 FULTON	SF235	3	03/14/2022 19:04:53
	03/14/2022 19:44:36	90B BUSINESS CHECK	4401 FULTON	SF235	3	03/14/2022 20:27:36
	03/15/2022 08:28:17	90B BUSINESS CHECK	4401 FULTON	SF30	3	03/15/2022 08:47:10
	03/17/2022 23:32:58	90B BUSINESS CHECK	4401 FULTON	SF236	3	03/17/2022 23:58:37
	03/18/2022 12:52:39	90B BUSINESS CHECK	4401 FULTON	17140	3	03/18/2022 13:08:17

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	03/23/2022 13:06:25	90B BUSINESS CHECK	4401 FULTON	17204	3	03/23/2022 13:07:46
	03/23/2022 18:17:11	90B BUSINESS CHECK	4401 FULTON	SF235	3	03/23/2022 18:43:30
	03/28/2022 21:24:14	90B BUSINESS CHECK	4401 FULTON	SF101	3	03/28/2022 21:45:02
	04/04/2022 23:05:23	90B BUSINESS CHECK	4401 FULTON	SF236	3	04/04/2022 23:24:09
	04/06/2022 01:15:42	90B BUSINESS CHECK	4401 FULTON	SF236	3	04/06/2022 01:22:37
	04/08/2022 02:41:43	90B BUSINESS CHECK	4401 FULTON	SF236	3	04/08/2022 03:08:18
2022005329	04/08/2022 13:11:05	39 INFORMATION FOR	4401 FULTON	SF304	CASE	04/08/2022 15:15:39
	04/12/2022 21:14:32	90B BUSINESS CHECK	4401 FULTON	SF101	3	04/12/2022 21:25:39
2022005624	04/13/2022 19:12:58	41 AUTOMOBILE	4401 FULTON	17081	CASE	04/13/2022 19:58:38
	04/13/2022 22:31:38	90B BUSINESS CHECK	4401 FULTON	SF235	3	04/13/2022 22:52:56
	04/15/2022 14:10:09	54 SUSPICIOUS	4401 FULTON	17204	3	04/15/2022 14:36:03
	04/16/2022 14:07:21	87 TRAFFIC STOP	4401 FULTON	SF101	3	04/16/2022 14:22:11
	04/18/2022 23:28:17	90B BUSINESS CHECK	4401 FULTON	SF235	3	04/18/2022 23:38:26
	04/19/2022 00:44:26	90B BUSINESS CHECK	4401 FULTON	SF203	3	04/19/2022 01:06:39
	04/19/2022 22:16:45	90B BUSINESS CHECK	4401 FULTON	SF235	3	04/19/2022 22:35:50
2022005947	04/20/2022 02:33:32	28 INTOXICATED PERSON	4401 FULTON	SF235	CASE	04/20/2022 03:50:33
2022005855	04/20/2022 03:09:41	CONV12B	4401 FULTON	E11	16	04/20/2022 03:47:41
2022007103	04/20/2022 03:09:47	CONV12B	4401 FULTON	7811	83	04/20/2022 04:53:37
	04/21/2022 22:01:31	90B BUSINESS CHECK	4401 FULTON	SF101	3	04/21/2022 22:13:54
	04/23/2022 08:29:39	90B BUSINESS CHECK	4401 FULTON	SF133	3	04/23/2022 09:01:24
	04/26/2022 21:47:38	90B BUSINESS CHECK	4401 FULTON	SF235	3	04/26/2022 22:01:17
	04/30/2022 13:59:50	54 SUSPICIOUS	4401 FULTON	SF135	1	04/30/2022 14:13:43
	05/02/2022 12:49:11	39 INFORMATION FOR	4401 FULTON	SF135	3	05/02/2022 12:52:29
	05/04/2022 20:59:18	90B BUSINESS CHECK	4401 FULTON	SF101	3	05/04/2022 21:26:51
	05/06/2022 09:56:36	29 FIGHT OR DOMESTIC	4401 FULTON	SF103	3	05/06/2022 10:40:37
	05/06/2022 11:07:50	29 FIGHT OR DOMESTIC	4401 FULTON	SF129	3	05/06/2022 11:54:39
	05/24/2022 00:12:27	90B BUSINESS CHECK	4401 FULTON	SF235	3	05/24/2022 00:23:33
	05/25/2022 00:33:20	90B BUSINESS CHECK	4401 FULTON	SF235	3	05/25/2022 00:42:49
	05/26/2022 10:52:56	87 TRAFFIC STOP	4401 FULTON	FC40	7	05/26/2022 11:04:34
2022008204	05/28/2022 03:41:20	54 SUSPICIOUS	4401 FULTON	SF235	CASE	05/28/2022 04:30:20
	05/30/2022 02:25:16	90B BUSINESS CHECK	4401 FULTON	SF235	3	05/30/2022 03:58:00
	05/30/2022 03:58:19	39 INFORMATION FOR	4401 FULTON	SF235	3	05/30/2022 04:26:18

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	06/02/2022 00:40:59	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/02/2022 00:49:26
	06/03/2022 06:29:04	90B BUSINESS CHECK	4401 FULTON	SF135	3	06/03/2022 06:48:10
	06/06/2022 20:13:08	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/06/2022 20:13:50
	06/06/2022 22:23:15	41 AUTOMOBILE	4401 FULTON	SF235	9AA	06/06/2022 22:34:49
2022000604	06/06/2022 22:29:14	41 AUTOMOBILE	4401 FULTON	FC223	CASE	06/06/2022 23:17:06
	06/12/2022 22:46:27	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/12/2022 22:59:38
	06/18/2022 02:04:38	87 TRAFFIC STOP	4401 FULTON	FC323	7	06/18/2022 02:33:45
	06/21/2022 05:43:58	90B BUSINESS CHECK	4401 FULTON	SF223	3	06/21/2022 05:51:42
	06/22/2022 02:33:15	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/22/2022 02:54:46
	06/22/2022 02:34:46	90B BUSINESS CHECK	4401 FULTON	SF229	3	06/22/2022 03:07:25
	06/25/2022 02:05:51	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/25/2022 04:37:09
	06/26/2022 01:41:52	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/26/2022 01:57:06
	06/26/2022 05:52:17	90B BUSINESS CHECK	4401 FULTON	SF135	3	06/26/2022 06:24:31
	06/26/2022 23:18:10	90B BUSINESS CHECK	4401 FULTON	SF235	3	06/26/2022 23:24:49
	07/17/2022 15:33:50	90B BUSINESS CHECK	4401 FULTON	SF135	3	07/17/2022 15:46:32
	07/19/2022 04:50:34	90B BUSINESS CHECK	4401 FULTON	SF235	3	07/19/2022 05:09:20
	07/23/2022 01:39:56	90B BUSINESS CHECK	4401 FULTON	SF235	3	07/23/2022 01:40:19
	07/23/2022 05:23:16	54 SUSPICIOUS	4401 FULTON	SF235	3	07/23/2022 05:27:44
	07/23/2022 05:28:15	90B BUSINESS CHECK	4401 FULTON	SF235	3	07/23/2022 06:06:58
	07/23/2022 23:11:07	90B BUSINESS CHECK	4401 FULTON	SF235	3	07/23/2022 23:22:28
	07/25/2022 03:40:21	90B BUSINESS CHECK	4401 FULTON	SF229	3	07/25/2022 04:06:59
	07/27/2022 02:42:59	2 ALARM (RECEIVED BY	4401 FULTON	SF236	12	07/27/2022 02:54:30
	07/29/2022 00:34:53	90B BUSINESS CHECK	4401 FULTON	SF235	3	07/29/2022 00:41:07
	08/02/2022 02:47:19	90B BUSINESS CHECK	4401 FULTON	SF235	3	08/02/2022 03:08:56
	08/05/2022 01:31:38	29 FIGHT OR DOMESTIC	4401 FULTON	SF235	3	08/05/2022 02:06:43
	08/10/2022 22:33:48	29 FIGHT OR DOMESTIC	4401 FULTON	SF235	3	08/10/2022 22:49:49
2022012198	08/10/2022 23:14:07	54 SUSPICIOUS	4401 FULTON	SF235	CASE	08/11/2022 01:33:50
2022012433	08/15/2022 01:48:59	22 VANDALISM OR	4401 FULTON	SF235	CASE	08/15/2022 02:22:57
2022012558	08/17/2022 06:59:23	2 ALARM (RECEIVED BY	4401 FULTON	SF133	CASE	08/17/2022 09:49:22
	08/17/2022 11:49:04	87 TRAFFIC STOP	4401 FULTON	FC7	7	08/17/2022 12:43:37
	08/17/2022 22:50:18	54 SUSPICIOUS	4401 FULTON	SF229	3	08/17/2022 23:42:14
	08/24/2022 18:56:28	38 ILLEGAL WHISKEY OR	4401 FULTON	SF235	3	08/24/2022 19:32:11

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	08/25/2022 19:26:47	90 SPECIAL DETAIL	4401 FULTON	SF235	ADV	08/25/2022 20:07:03
	08/25/2022 23:17:45	90B BUSINESS CHECK	4401 FULTON	SF235	ADV	08/25/2022 23:27:46
	08/30/2022 07:42:33	54 SUSPICIOUS	4401 FULTON	SF135	3	08/30/2022 08:27:50
	08/30/2022 08:07:50		4401 FULTON		DUP	08/30/2022 08:08:14
2022017021	09/04/2022 05:17:49	ASSAUL4B	4401 FULTON	7823	16	09/04/2022 06:38:01
2022013582	09/04/2022 05:24:52	ASSAUL4A	4401 FULTON	SF235	CASE	09/04/2022 07:10:42
2022013835	09/04/2022 05:25:59	ASSAUL4B	4401 FULTON	E11	13	09/04/2022 05:57:39
	09/04/2022 05:48:51	ASSAUL4B	4401 FULTON		DUP	09/04/2022 05:50:03
	09/04/2022 06:03:10	ASSAUL4A	4401 FULTON		CFIR	09/04/2022 06:38:09
2022013592	09/04/2022 11:34:33	42 INVESTIGATE	4401-C FULTON	SF135	CASE	09/04/2022 12:30:45
	09/04/2022 13:39:48	39 INFORMATION FOR	4401-C FULTON	SF135	3	09/04/2022 14:37:06
	09/04/2022 15:44:04	39 INFORMATION FOR	4401 FULTON	SF102	3	09/04/2022 16:00:00
2022017528	09/11/2022 00:56:40	HEMO21BC	4401 FULTON	7814	83	09/11/2022 03:07:40
2022014231	09/11/2022 00:57:23	MEDICAL CALL / PROQA	4401 FULTON	E11	13	09/11/2022 01:28:21
	09/11/2022 00:58:51	HEMO21BC	4401 FULTON		ADV	09/11/2022 00:59:32
	09/16/2022 20:52:09	90B BUSINESS CHECK	4401 FULTON	SF235	3	09/16/2022 20:58:20
	09/30/2022 01:20:31	90B BUSINESS CHECK	4401 FULTON	SF236	3	09/30/2022 02:12:03
2022019545	10/08/2022 21:03:00	OVER23BC	4401 FULTON	7823	CASE	10/08/2022 23:06:36
2022015825	10/08/2022 21:03:39	MEDICAL CALL / PROQA	4401 FULTON	E11	13	10/08/2022 21:47:49
	10/08/2022 21:06:57	OVER23BC	4401 FULTON	SF235	3	10/08/2022 21:51:23
	10/08/2022 21:07:17	76 SICK CALL	4401 FULTON		ADV	10/08/2022 21:14:29
	10/11/2022 09:19:06	90B BUSINESS CHECK	4401 FULTON	SF135	3	10/11/2022 09:28:44
	10/21/2022 16:25:03	29 FIGHT OR DOMESTIC	4401 FULTON	SF135	3	10/21/2022 17:02:27
	10/22/2022 12:52:48	29 FIGHT OR DOMESTIC	4401 FULTON		ADV	10/22/2022 12:55:34
	10/28/2022 17:41:05	39 INFORMATION FOR	4401 FULTON	SF129	3	10/28/2022 18:10:51
	10/28/2022 21:47:19	90B BUSINESS CHECK	4401 FULTON	SF229	3	10/28/2022 21:50:14
	10/29/2022 20:21:36	90B BUSINESS CHECK	4401 FULTON	SF235	3	10/29/2022 20:45:40
	11/11/2022 17:39:30	39 INFORMATION FOR	4401 FULTON	SF104	3	11/11/2022 17:44:49
	11/11/2022 21:27:09	29 FIGHT OR DOMESTIC	4401 FULTON	SF231	3	11/11/2022 22:02:34
2022017384	11/12/2022 02:09:21	29 FIGHT OR DOMESTIC	4401 FULTON	SF231	CASE	11/12/2022 02:33:44
	11/13/2022 12:49:18	29 FIGHT OR DOMESTIC	4401 FULTON	SF128	3	11/13/2022 13:06:30
	11/23/2022 18:35:57	39 INFORMATION FOR	4401 FULTON	SF101	3	11/23/2022 18:49:15

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	11/24/2022 17:08:33	29 FIGHT OR DOMESTIC	4401 FULTON	SF127	3	11/24/2022 18:25:02
	11/27/2022 16:50:51	90B BUSINESS CHECK	4401 FULTON	SF135	3	11/27/2022 17:13:23
	11/29/2022 12:57:47	39 INFORMATION FOR	4401 FULTON	SF135	3	11/29/2022 13:42:21
	11/29/2022 19:58:24	90B BUSINESS CHECK	4401 FULTON	SF103	3	11/29/2022 20:21:23
2022018424	12/02/2022 20:19:04	41 AUTOMOBILE	4401 FULTON	SF235	CASE	12/02/2022 21:12:04
2022018603	12/06/2022 13:08:10	45 INVESTIGATE	4401-C FULTON	SF306	CASE	12/06/2022 13:28:43
	12/06/2022 15:18:50	54 SUSPICIOUS	4401 FULTON	FC67	3	12/06/2022 16:36:28
	12/06/2022 16:09:31	87 TRAFFIC STOP	4401 FULTON	SF103	3	12/06/2022 16:34:59
	12/06/2022 16:18:27	SICK26A	4401 FULTON		CFIR	12/06/2022 16:30:35
2022019253	12/06/2022 16:18:34	SICK26A	4401 FULTON	E11	13	12/06/2022 16:29:13
	12/06/2022 16:20:08	39 INFORMATION FOR	4401 FULTON	SF135	3	12/06/2022 16:31:04
	12/06/2022 16:37:42	87 TRAFFIC STOP	4401 FULTON	FC67	7	12/06/2022 16:37:54
	12/07/2022 16:24:16	52 RECOVERED STOLEN	4401 FULTON	SF129	3	12/07/2022 16:30:45
	12/07/2022 22:33:17	29 FIGHT OR DOMESTIC	4401 FULTON	SF235	3	12/07/2022 22:47:53
	12/07/2022 22:50:28	29 FIGHT OR DOMESTIC	4401 FULTON	SF262	3	12/07/2022 22:59:49
	12/09/2022 06:28:09	90B BUSINESS CHECK	4401 FULTON	SF135	3	12/09/2022 06:44:13
	12/09/2022 19:04:47	54 SUSPICIOUS	4401 FULTON	SF235	3	12/09/2022 19:10:50
2022019630	12/23/2022 14:41:47	45 INVESTIGATE	4401 FULTON	SF311	CASE	12/23/2022 15:47:45
	12/26/2022 19:21:43	90B BUSINESS CHECK	4401 FULTON	SF103	3	12/26/2022 19:50:55
2022019832	12/27/2022 23:06:21	FIGHT/DOMESTIC	4401 FULTON	SF235	CASE	12/28/2022 00:17:42
2022025414	12/27/2022 23:08:41	ASSAUL4B	4401 FULTON	7812	38	12/27/2022 23:37:24
2022020776	12/27/2022 23:09:00	MEDICAL CALL / PROQA	4401 FULTON	E11	CASE	12/27/2022 23:38:54
2022019895	12/28/2022 19:33:59	87 TRAFFIC STOP	4401 FULTON	SF235	3	12/28/2022 20:36:05
	12/28/2022 23:36:48	87 TRAFFIC STOP	4401 FULTON	SF235	3	12/28/2022 23:41:42
2022020018	12/30/2022 23:43:41	29 FIGHT OR DOMESTIC	4401 FULTON	17202	CASE	12/31/2022 00:44:47
	01/03/2023 14:25:23	39 INFORMATION FOR	4401 FULTON	SF61	3	01/03/2023 14:29:28
2023000563	01/08/2023 02:33:47	OVER23BC	4401 FULTON	7824	CASE	01/08/2023 04:10:47
2023000460	01/08/2023 02:34:14	MEDICAL CALL / PROQA	4401 FULTON	E11	13	01/08/2023 03:00:51
2023000417	01/08/2023 02:35:54	OVER23BC	4401 FULTON	SF235	CASE	01/08/2023 03:19:41
2023000456	01/09/2023 02:42:17	29 FIGHT OR DOMESTIC	4401 FULTON	SF227	CASE	01/09/2023 03:25:13

Total Number of Events Listed: **890**

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

INVOICE #
23001279

CUSTOMER ID: [redacted] PIN: [redacted]
INVOICE DATE: 12/20/22
DUE DATE:

JD Venture LLC
4401 Fulton Industrial Blvd SW
South Fulton, GA 30336

MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
		Alcohol License		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License		
		Cancellation: 12/20/22		-55.00
1.0000/1	ABLSTRBR	Alcohol Lic Store -Beer	400.000000	400.00
		Alcohol License		
1.0000/1	ABLSTRWN	Alcohol Lic Store Wine	400.000000	400.00
		Alcohol License		
1.0000/1	ABLSTRLQ	Alcohol Lic -Store Liquor	3,000.000000	3,000.00
		Alcohol License		
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee	75.000000	75.00
		Alcohol License		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
		Alcohol License		
			TOTAL DUE:	$ 4,790.00
		Prn Payment: 12/20/22 CK 111		-4,790.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

INVOICE #: 23001279
DESCRIPTION: Alcohol License
CUSTOMER ID: [redacted] PIN: [redacted]
DUE DATE:
TOTAL DUE: See Last Page

JD Venture LLC
4401 Fulton Industrial Blvd SW
South Fulton, GA 30336

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

INVOICE #
23001279

CUSTOMER ID: [redacted] PIN: [redacted]
INVOICE DATE: 12/20/22
DUE DATE:

JD Venture LLC
4401 Fulton Industrial Blvd SW
South Fulton, GA 30336

MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
			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

INVOICE #: 23001279
DESCRIPTION: Alcohol License
CUSTOMER ID: [redacted] PIN: [redacted]
DUE DATE:
TOTAL DUE: $ 0.00

JD Venture LLC
4401 Fulton Industrial Blvd SW
South Fulton, GA 30336

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: **JHANVI UTKARSH THAKAR**

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 JHANVI UTKARSH THAKAR 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 13TH day of October, 2022.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: Kimberly Hatcher
Deputy Clerk

Control Number : 22108508

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

JD VENTURE LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **05/18/2022** 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 **05/16/2022**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/12/2022 3:26:50 PM

BUSINESS INFORMATION

CONTROL NUMBER	22108508
BUSINESS NAME	JD VENTURE LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	05/18/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS [redacted]

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Jhanvi U Thakar	[redacted]	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Jhanvi U Thakar	ORGANIZER	[redacted]

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Jhanvi U Thakar
AUTHORIZER TITLE	Organizer

Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

Business Information

Business Name: JD VENTURE LLC

Business Type: LLC

Address Information

Location Address: 4401 FULTON INDUSTRIAL BLVD SW ATLANTA GA 30336-1900

Alcohol License Information

License Type: Retail

Start Date: 01-01-2023

Beer: Yes

Wine: Yes

Liquor: Yes

Airline or Railway Carrier: No

Local Jurisdiction Type: City

Local Jurisdiction: SOUTH FULTON

Arrest History: No

Local License / Fees	Fee Amount
Background Check Fee	$55.00
Retail Beer/Wine/Liquor	$3,800.00
Application Fee for Consumption/Retail Licenses	$300.00
	$4,155.00

Licensee Information

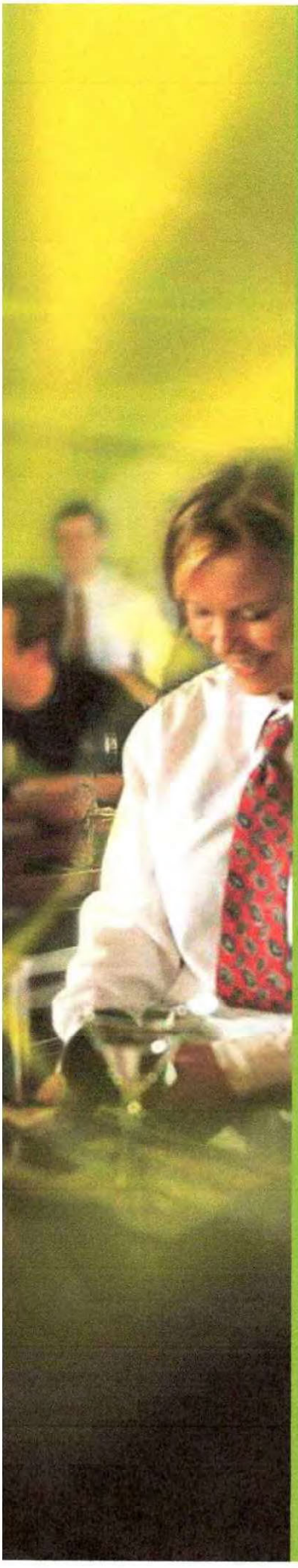
Licensee Type: Business

Licensee Name: THAKAR, JHANVI

Additional Information

Primary NAICS: 424820

Officers	Officer or Responsible Party
THAKAR, JHANVI	Both
THAKAR, JHANVI	Both



Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ID # 22519834
CARD # 22766838

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

JHANVI THAKAR
NAME

10/15/2022
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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NOTE: You can access your score and certification information anytime at **ServSafe.com.**

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at **ServiceCenter@restaurant.org** or **800.765.2122, ext. 6703.**

In Alaska you must laminate your card for it to be valid.

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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171108O1 v.1711

Recycled Paper

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:40 p.m. Request Council Approval an alcohol license change of ownership for Triple S 2022 Investment LLC. dba A One Store
DATE:	February 28, 2023
SUBJECT:	5:40 p.m. Request Council Approval an alcohol license change of ownership for Triple S 2022 Investment LLC. dba A One Store
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City Council Packet for A One Store 1_Redacted	Cover Memo	2/24/2023

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.		
❑ **Finance Director** *Funds are available and complies with fiscal guidelines.*	Karen Sloton-Dixon	Jan 17, 2023
❑ **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*	Derek Hull Derek Hull (Jan 25, 2023 15:03 EST)	Jan 25, 2023
❑ **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 17, 2023 14:27 EST) Chad C. Jones Chad C. Jones (Jan 17, 2023 15:29 EST)	Jan 17, 2023 Jan 17, 2023
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*	Brian Morris	Jan 17, 2023
❑ **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**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 2/14/2023

Requesting Department	**Council District(s) Affected**
Police Department	District 6

Requested Action

Approval to get on City Council Agenda for February 14, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Triple S 2022 investment LLC. dba A One Store for an alcohol license for the retail sales of beer and wine beverages at 6129 Old National Hwy, South Fulton, Ga 30349

Requirements for Council Action (City specific Council policy, statute or code requirement)

Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The applicant for Triple S 2022 Investment LLC. dba A One Store has applied for an alcohol license for the the retail sales of beer and wine at 6129 Old National Hwy, South Fulton, Ga 30349. This request is due to a change of ownership at this location. All applicable fees and inspections have been paid and passed. This business is currently operating on a temporary alcohol license.

Funding Source (if applicable)

Financial Impact (if applicable)

Initial Renenue $1,790 with an estimated annual revenue of $800.

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jan 17, 2023 14:27 EST)	Chad C. Jones (Jan 17, 2023 15:29 EST)	
Derek Hull (Jan 25, 2023 15:03 EST)	Brian Morris	Karen Slaton-Dixon

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

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

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

DATE: **January 11, 2023**

SUBJECT: Request by Triple S 2022 Investment. dba A One Store for an Alcohol License for the retail sales of beer and wine beverages at 6129 Old National Hwy, South Fulton, GA 30349

The applicant for Triple S 2022 Investment. dba A One Store seeks an alcohol license for the retail sales of beer and wine at 6129 Old National Hwy. This application is for a change of ownership 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	Triple S 2022 Investment LLC. 6129 Old National Hwy South Fulton, GA 30349
City Council District(s):	6
Parcel ID Number	130125LL0467
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 11, 2023

TO: Chief K. Meadows

FROM: Jacquelyn J. Bell

SUBJECT: Staff Recommendation -Triple S 2022 Investment LLC., dba A One Store

The applicant for Triple S 2022 Investment LLC., dba A One Store seeks an alcohol license for the retail sales of beer and wine beverages at **6129 Old National Hwy**. 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: Triple S 2022 Investment LLC. / Samina S. Jassani
Business Address 6129 Old National Hwy
District(s): 6
Parcel ID Number: **130125LL0467**
Existing Zoning: C - I
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 license resulting from an ownership change. 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, JJBell

Police Chief Recommendation: ☐ _____ **Approval** _____ **Denial**

Signature: Keith Meadows (Jan 17, 2023 14:27 EST)

South Fulton Police Department

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

Keith Meadows
Chief of Police

November 17, 2022

City of South Fulton Code Enforcement Department
ATTN: Brian Morris
brian.morris@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 __X__ Wine _____ Distilled Spirits

Business Information:
Triple S 2022 Investment, LLC d/b/a A One Store
6129 Old National Hwy
South Fulton, Ga 30349
Owner: Samina Jassani
Phone: 770-991-3708
Email: [redacted]

For Code Enforcement Use Only

Date of Inspection: 10 JANUARY 2023

[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: _____

Leon Richardson
Print Name of Code Enforcement Inspector

Code Enforcement Inspector Signature

Brian Morris
Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Keith Meadows
Chief of Police

November 17, 2022

City of South Fulton Planning & Zoning Section
ATTN: Alicia Encalade
alicia.encalade@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:
Triple S 2022 Investment, LLC d/b/a A One Store
6129 Old National Hwy
South Fulton, Ga 30349
Owner: Samina Jassani
Phone: 770-991-3708
Email: [redacted]

For Planning & Zoning Use Only

Date of Compliance Inspection: _____ Parcel ID Number: 13 0125 LL0467

Location is Zoned for: C-1

Current/Past Use of the Property: C-1

[✓] 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:

Patwanda Parks
Print Name of Zoning Planner

Zoning Planner Signature

Print Name of Department Head

Department Head Signature

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

South Fulton Police Department

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

Keith Meadows
Chief of Police

November 17, 2022

City of South Fulton Business License
ATTN: LaShayne Taylor
Lashayne.taylor@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:
Triple S 2022 Investment, LLC d/b/a A One Store
6129 Old National Hwy
South Fulton, Ga 30349
Owner: Samina Jassani
Phone: 770-991-3708
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:

LaShayne Taylor
Print Name of Business Tax Specialist

Business Tax Specialist Signature

Karen Slaton-Dixon
Print Name of Department Head

Karen Slaton-Dixon
Department Head Signature

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

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331

License Id:	2022.10.1329	**Issued Date:**	10/7/2022
Effective Date:	01/01/2022	**Expiration Date:**	12/31/2022
License Type:	Gasoline Stations with Convenience Stores		

Business Name: Triple S 2022 Investment LLC

Business Location: 6129 Old National Highway, South Fulton, GA 30349

A ONE STORE
Samina Jassani
6129 Old National Hwy
College Park, Georgia, 30349

2022

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

November 17, 2022

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
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:
Triple S 2022 Investment, LLC d/b/a A One Store
6129 Old National Hwy
South Fulton, Ga 30349
Owner: Samina Jassani
Phone: 770-991-3708
Email: [redacted]

For Fire Use Only

Date of Inspection: 11/29/22

[✓] 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 — *Fire Inspector Signature*

Donna K. Dingler, Fire Marshal December 1, 2022
Print Name of Department Head — *Department Head Signature*

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

SOUTH FULTON FIRE RESCUE DEPARTMENT

INSPECTION REPORT

Permit# _____ Location# _____

Approved: Yes ✓ No _____ Reinspection _____

Date: 11/29/22 FIRE ZONE: Sta 5

Business Name Triple S 2022 Investment LLC Phone No. _____ Email _____

Address 6129 Old National Hwy Suite — City South Fulton Zip 30349

Owner's Name Triple S 2022 Investment LLC Address Same

Phone No. _____ City/State/Zip South Fulton GA 30349

Emergency Contact Name _____ Phone No. _____

[redacted]

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other Liquor License

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

No fire code violations @ this time

Sq' 1850

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. Are-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: Capt. G. Chambers Phone: [redacted] non-emergency only

FOR FIRE OR OTHER EMERGENCY – CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business

South Fulton Police Department

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

Keith Meadows
Chief of Police

January 10, 2023

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:
Triple S 2022 Investment, LLC d/b/a A One Store
6129 Old National Hwy
South Fulton, Ga 30349
Owner: Samina Jassani
Phone: 770-991-3708
Email: [redacted]

For Law Enforcement Use Only

Date Background Investigation Completed: Jacquelyn J. Bell

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

If not, briefly explain reason: _____

Jacquelyn J. Bell
Print Name of Investigator

Investigator Signature

Place Form in Police ABL File

South Fulton Police Department

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

Keith Meadows
Chief of Police

November 17, 2022

Fulton County School Board
ATTN: Dondrell Haines
hainesd@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:
Triple S 2022 Investment, LLC d/b/a A One Store
6129 Old National Hwy
South Fulton, Ga 30349
Owner: Samina Jassani
Phone: 770-991-3708
Email: [redacted]

For School Board Use Only

Date Completed: January 3, 2023

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

Qadeera M. Murphy
Print Name of Person Verifying Distance

Qadeera M. Murphy
Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov

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) Samina S Jassani

Home Address: [redacted]

Business Address: 6129 old National Hwy, College Park, GA, 30349

Place of Birth [redacted] (City, State, Country) Date of Birth: [redacted] (Day, Month, Year) Age: 47

Race: [redacted] Height: [redacted] Weight: [redacted] Eye Color: blk U.S. Citizen ✓ By Birth Naturalization

Hair Color: blk 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:

~~N/A~~

NO

List names and addresses of employers for the past three (3) years:

Single____ Married ✓ Widowed____ Divorced____ Separated____
(If married, divorced or widowed, complete the below requested information on spouse).

Shams A Savaja [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.

Samina Jassani — Applicant's Printed Name

[signature] — Applicant's Signature

10-20-22 — Date of Application

I hereby certify that Samina Jassani 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 20th day of October, 2022.

Notary Public Signature: Andrea L Simpson (AFFIX SEAL)

Notary Printed Name: Andrea L. Simpson

Andrea L Simpson
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 06/01/2024

Date Revised: 1/03/2022

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirts Applicants Only

State of Georgia,_____County

I,_____Judge of the probate Court, for _____

County, Georgia, hereby certify that_____is now and has been a Bona Fide Resident of the state of Georgia for one year, and in the county of_____for one year immediately preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this_____day of_ _____, 20_____.

_____
Judge of the Probate Court

_____
County, Georgia

****

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, Gwinnett County

I, Sandra L. Pak Judge of the probate Court, for Gwinnett

County, Georgia, hereby certify that Samina Jassani is now and has been a Bona Fide Resident of the state of Georgia in the county of Gwinnett based upon the affidavit of applicant and the evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this 20th day of October, 20 22.

Sandra Pak
Judge of the Probate Court

Gwinnett
County, Georgia

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

By executing this affidavit under oath, as an applicant for a(n) ***alcohol license*** [*type of public benefit*], as referenced in O.C.G.A. § 50-36-1, from ***City of South Fulton*** [*name of government entity*], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) ✓ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is [redacted]

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Certificate of Naturalization.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16 -10-20, and face criminal penalties as allowed by such criminal statute.

Executed in ~~Lawrenceville~~ Atlanta GA (city) GA (state)

Samina

Signature of Applicant

Samina Sassani

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 20th DAY OF October, 2022

Andrea L Simpson

NOTARY PUBLIC

My Commission Expires: 6/1/2024

Andrea L Simpson
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 06/01/2024

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 1st of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.

(B)___✓___On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section1(A), please fill out Section 2 below.

Section 2.

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

_____
Name of Private Employer

_____
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 21 of October, 2022 in Lawrenceville (city), GA (state).

Emily Harkness
Signature of Authorized Officer or Agent

Emily Harkness Notary
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21 DAY OF October, 2022.

_____
NOTARY PUBLIC
My Commission Expires: Emily Harkness

Emily Harkness
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 01-22-2024

Date Revised: 1/03/2022

REGISTERED AGENT DESIGNEE FORM

All licensed establishments that are corporations and limited liability companies must have and continuously maintain in a "Registered Agent" upon whom any process, notice, or demand required or permitted by law or under the City of South Fulton Alcoholic Beverage Code to be served upon the licensee or owner. The registered agent designee must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must be a resident of Fulton County, Georgia. The registered agent must obtain the certificate of residency enclosed.

Name: Samina Shiraz Jassani
(Full Printed Name No Initials)

Sex: F Race: [redacted] Date of Birth: [redacted]

Home Address: [redacted]

City: Lawrenceville State: GA Zip: 30043

Phone# [redacted]

Business Address: 6129 old National Hwy, College Park

City: College Park State: GA Zip: 30043

Phone# [redacted]

I hereby certify that I agree to serve as the "registered agent" on behalf of TRIPLE 5 2022 Investment LLC DBA Home Store *a business located at* 6129 Old National Hwy College Park GA 30349, *City of South Fulton, Georgia. As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.*

Samina — 10-20-22
SIGNATURE OF APPLICANT — DATE

Samina Jassani
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF October 20 22

Andrea L Simpson
NOTARY PUBLIC SIGNATURE

Andrea L. Simpson
NOTARY PUBLIC PRINTED NAME

Andrea L Simpson
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 06/01/2024

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 [X] LLC
2. Legal Name of Business: TRIPLE 5 2022 Investment L.L.C
   Operating/Trade Name of Business A one Store.
   Has location had an alcohol license within the last 12 months? [X] Yes [ ] No
3. Business Address: 6129. old National Hwy College Park GA 30349. Council District: South Fulton
   (Street Address, City, State Zip)
4. Billing Address: 6129. old National Hwy College Park GA 30349.
5. Proposed Location Zoned: C-1
6. A. Distance from closest private residence in any direction: 3 Mile
   B. Distance from closest college campus or school ground: 4. Mile
   C. Distance from closest branch of any South Fulton Public library: un None.
   D. Distance from closest church or place of worship: 2. Mile
   E. Distance from closest regular school bus stop as designated by Fulton County Board of Education for pick-up or drop-off of school children in transport to the public schools of City of South Fulton. un None

SECTION 2:

1. Full name of Applicant (Company/Corporation) TRIPLE 5 2022 Investment LLC DBA A one Sto

2. Full name of Licensee: Samina S Jassani

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 3 County GWINNETT

Home Address: [redacted]

Lawrenceville (City) GA (State) 30043 (Zip Code)

Telephone Number: Home: ([redacted] Business: (770) 991 3708

Email Address: [redacted]

Hours said Licensee will actively be on the premise: 6 to 8 hours a day. 6 days a week.

List duties of Licensee: Making order, Running Cash Register dealing with Sales people dealing with Customers making Sure Store Stays Clean

3. Full Name of Spouse, Including Maiden Name: SHAMS AL SAYAJA

Date of Birth and Place of Birth: [redacted]

Hours Spouse on Premises: 4 to 5 hours a day.

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

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
USPI Orthrolink	758 Old Norcross Rd	Medical Assistant	Feb 2020 - Current
USPI orthrolink	400 W Lyndon B Johnson	" "	Dec 2016 - April 2019
Apex Clinic	1445, Macarthur drive	" "	April 2012 — Nov 2016

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			

7. Does Licensee/Agent or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license (including a server permit)? [ ] Yes [X] No

8. Has Licensee/Agent or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? [X] No [ ] Yes
If yes check which type [ ] denied [ ] suspended [ ] revoked

If yes, please check the appropriate status above and explain _____

9. Full Name of Manager: SHAMS JAVAJA

Social Security Number of Manager: [redacted]

Date of Birth and Place of Birth: [redacted]

Home Address: [redacted]

Telephone Number: Cell ~~Home~~: ([redacted] Business: (770) 991. 3708

E-mail Address: [redacted]

10. Hours said manager will be on the premise: 4 to 6 per day.

11. What is the manager's business experience? 35 year

12. Has the manager worked in this or a similar capacity? [✓] Yes [ ] No

If yes, explain: Manager 7-11 Store in CA
Manager For. Gas. Stations in GA.

FINANCIAL BACKGROUND INFORMATION ON APPLICANT, MANAGER AND OWNERS

13. Applicant's full name (Company/Corporation) TRIPLE 5 2022 Inc. dba A one Sto

If a Corporation, Date of Incorporation: Aug. 15 2022 Taxpayer Id# 88-3820003

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
JAMINA	[redacted]	[redacted]	[redacted]	owner	100%
	GA. 30043				

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

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
	NONE		

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation. *(Provide copies of account statements)*

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
Sovng A/C	TRUIST	Lawrenceville GA	[redacted]	[redacted]
			[redacted]	

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

NAME	ADDRESS	AMOUNT/ITEM	DATE

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

NONE

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
	NONE		

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

LICENSED PREMISES

21. Do you own the property where the business is located? [ ] Yes [X] No

If yes:
Date of Purchase_____ Purchase Price_____

Name of Seller: _____

22. If property is rented/leased provide owner's name and address:
AHMED. ENTERPRISES II, INC. 5425 Peachtree Parkway Suite 212. Peachtree Corners GA 30092

Amount of rent/lease:
Monthly 14130.46 Annually _____ Other (specify) + Property tax & Insurance

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

23. Has a license at this location ever been denied, suspended, or revoked? [X] No [ ] Yes
[ ] denied, [ ] suspended or [ ] revoked

If yes, check the appropriate status above and explain: _____

24. Is business located in a hotel or motel? [ ] Yes [X] No

If yes, name of Hotel or Motel _____

25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. NO

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

27. Where will your trash receptacle be located? Right Side of Building

28. What arrangements have you made for trash removal? Waste Management Service 2 time a week.

29. How often will you clean your property? Every day

30. What is your plan for sanitation (clean water and sewage disposal) on the premises? We have City Sewage/water

31. What is your plan for unlawful conduct on the premises? Putting Surveillance Property and Make Sure no one hangs out in the Property or Call ~~Phone~~ Police

32. What is your plan for fire prevention on the premises? Keeping Fire extinguisher. every where in Store and every Six Months Fire drill & training

33. What type of security do you plan to have? 24 hours. Security Camera is already Installed From 3 AM to 5.30 AM we Keep Main door Closed.

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

If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? every Employee will get trained ~~at the City of South Fulton website~~ monthly meeting / signs / posted.

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 Store is on Front Portion of Big Shopping Center where Wal Mart is

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

No Tolerance for un permitted vending

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. Store is located on the Corner of Flat Shoals Rd and old National Hwy. We have 2 Side Entrances wide Most of our Customers are driving Cars.

ON PREMISES CONSUMPTION LICENSE

If you are applying for an on-premises alcoholic beverage consumption license, please complete questions 38-44. If not, please skip ahead to question 45.

38. Seating Capacity:

[ ] Restaurant _____ [ ] Bar _____ [ ] Other _____
[ ] Brewpub _____ [ ] Brewery _____
[ ] Lounge _____ [ ] Winery _____
[ ] Private _____ [ ] Nightclub _____

39. Describe kitchen Facilities: N/A

List number of Employees: _____Cooks_____Waiters/Waitress_____Other employees _____Alcohol Servers

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

40. Is business air conditioned? [✓] Yes [ ] No

41. Will you have live entertainment? [ ] Yes [X] No

42. What percentage of revenues do you expect to come from food sales?_____from alcohol? _____

43. What is the total square footage of the licensed premises? _____

44. How many parking spaces are you **required** to have? _____

Does the location have on-site parking? [ ] Yes [ ] No How many spaces? _____

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

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

If you are applying for a package liquor license, please complete questions 45-47.
If not, please skip ahead to question 48.

N/A

45. Do you propose to operate this store solely as a package liquor store? [ ] Yes [ ] No

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

NAME	*NAME & LOCATION OF BUSINESS*	*POSITION*	*% INTEREST*

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?
[ ] Yes [ ] No

If yes, give details: _____

_____

_____

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

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

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

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

LOCATION	*LEASE/RENTAL AGREEMENT INFORMATION*	*AMOUNT OF RENT*	*LESSOR*

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

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

LOCATION(S)	*% INTEREST*	*YOUR RELATIONSHIP TO ESTATE*

50. Are you or any member of your family the beneficiary or trustee of **any trust fund having any interest** in a retail package (liquor) store? [ ] Yes [X] 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*

CERTIFICATION

I have received a copy of the City of South Fulton Alcoholic Beverage Ordinances and I have read it and agree to adhere to all applicable City of South Fulton Ordinances, Georgia state laws and regulations governing the operation of establishments that serve and/or sell alcoholic beverages? [✓] yes [ ] no

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

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

I understand that I am required to pay alcohol excise tax in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. [✓] yes. [ ] no

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

Samina 10-20-22

SIGNATURE OF APPLICANT DATE

Samina Jassani

PRINTED NAME OF APPLCIANT

~For Notary~

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 20th DAY OF October 20 22

Andrea L. Simpson

NOTARY PUBLIC SIGNATURE

Andrea L Simpson
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 06/01/2024

Andrea L. Simpson

NOTARY PUBLIC PRINTED NAME

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE

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

Full Name (print)	SAMINA S. JASSANI		PAKISTAN.
Any other name used (i.e. maiden name)			Place of Birth
Home Address	[redacted]		
Name of Business	TRIPLE-S. 2022 Investment L.L.C DBA A one Store.		
Address of Business	6129 Old National Hwy. College Park GA 30349.		
Gender	Race	Date of Birth	Social Security Number
[redacted]	[redacted]	[redacted]	[redacted]

☐ I, Samina Jassani, 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, Samina Jassani, 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: Samina

Date: 10-20-22

Date of Inquiry: 11/17/22 Time of Inquiry: 12:33:29 Operator's Initials: TR

Purpose Code Used: (check all that apply)

X	E- Employment
	J- Civilian Criminal Justice Employment (State & III Info Received)
	W- Working with Children
	Z- Sworn Criminal Justice Employment (State & III Info Received)

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

X	No Criminal Record Available
	Criminal Record (Attached/Released)
X	No NCIC/GCIC Warrant
	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Inv. T. Reynolds

Print Agency Designee Name and Title

11-22-22

Date

Agency Designee Signature

APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: Samina Date: 10-20-22

Signature: Samina Jassani

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: Samina Jassani

Date: 10-20-22

Signature: Samina

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: _____

§ 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: _____

§ 16.32 — Procedure to obtain an identification record

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

Initial: _____

§ 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: _____

§ 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: _____

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 Title16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME Jassani	FIRST Samina	MI	SOCIAL SECURITY NO. [redacted]
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [redacted]			
	CITY Lawranceville	STATE GA	ZIP + 4 30043	DAY CONTACT NUMBER ( )
3	LEGAL BUSINESS NAME Triple S 2022 Investment LLC		TRADE / DBA NAME A one Store	
		TOTAL AMOUNT OF MONEY YOU HAVE INVESTED	% OF OWNERSHIP INTEREST	

4 FINANCIAL INVESTMENT

(You **may** 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
☐	☑	My Husband Company They will Buy the Property	[redacted]	☑	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

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, Samina Jassani 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.

Samina' 10-21-22
Signature

I HEREBY CERTIFY THAT Samina Jassani 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 21 DAY OF October, 2022. Emily Harkness NOTARY PUBLIC

AFFIX SEAL

Emily Harkness
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 01-22-2024

FOR POLICE LICENSE & PERMIT UNIT USE ONLY

Date Application Received 11-17-22

(This Section Must Be Date and Time Stamped)

Jacquelyn J Bell

Print Investigator Name Receiving Application

Signature of Investigator

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2022002610	02/09/2022 16:44:10	CONV12D	6129 OLD NATIONAL	7815	36	02/09/2022 17:13:25
2022002186	02/09/2022 16:45:15	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	13	02/09/2022 17:04:27
	02/09/2022 16:46:21	CONV12D	6129 OLD NATIONAL		ADV	02/09/2022 16:47:15
	02/11/2022 16:02:16		6129 OLD NATIONAL		ACC	02/11/2022 16:04:59
	02/15/2022 14:34:18	90B BUSINESS CHECK	6129 OLD NATIONAL	SF101	3	02/15/2022 14:39:37
	02/15/2022 22:57:14	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	3	02/15/2022 23:18:23
2022002461	02/16/2022 02:09:44	22 VANDALISM OR	6129 OLD NATIONAL	SF202	CASE	02/16/2022 06:30:59
	02/25/2022 23:09:17	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	3	02/25/2022 23:21:46
	02/25/2022 23:30:09	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF213	3	02/25/2022 23:40:35
2022003670	02/26/2022 01:13:30	SICK26BC	6129 OLD NATIONAL	7825	83	02/26/2022 02:28:38
2022003071	02/26/2022 01:15:44	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	16	02/26/2022 01:20:30
	02/26/2022 04:20:29		6129 OLD NATIONAL		ADV	02/26/2022 04:21:04
	02/26/2022 04:35:05	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	3	02/26/2022 04:57:07
	02/27/2022 21:12:42	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF213	3	02/27/2022 21:47:53
2022003129	02/28/2022 15:31:45	54 SUSPICIOUS	6129 OLD NATIONAL	SF116	CASE	02/28/2022 17:53:33
	03/01/2022 13:24:25	90B BUSINESS CHECK	6129 OLD NATIONAL	SF114	3	03/01/2022 13:29:39
2022003199	03/01/2022 15:34:13	41 AUTOMOBILE	6129 OLD NATIONAL	SF111	CASE	03/01/2022 16:16:04
	03/02/2022 03:48:38	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	03/02/2022 04:14:01
	03/03/2022 16:34:07	54 SUSPICIOUS	6129 OLD NATIONAL	2489	3	03/03/2022 16:37:14
	03/04/2022 07:42:43	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	03/04/2022 07:47:51
	03/04/2022 23:22:10	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF217	1	03/04/2022 23:37:18
	03/05/2022 02:57:40	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF215	3	03/05/2022 03:49:58
	03/09/2022 13:33:29	90B BUSINESS CHECK	6129 OLD NATIONAL	SF101	3	03/09/2022 13:39:27
	03/11/2022 13:00:08	45 INVESTIGATE	6129 OLD NATIONAL	SF301	3	03/11/2022 14:48:01
	03/12/2022 03:56:30	55 TROUBLE UNKNOWN	6129 OLD NATIONAL		ADV	03/12/2022 04:14:02
	03/16/2022 00:33:29	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF213	3	03/16/2022 00:46:48
	03/16/2022 00:46:57	90B BUSINESS CHECK	6129 OLD NATIONAL	SF213	3	03/16/2022 00:54:03
	03/19/2022 05:27:43	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF215	3	03/19/2022 05:35:48
2022005330	03/23/2022 12:56:04	TRAUM30A	6129 OLD NATIONAL	7802	83	03/23/2022 15:27:41
	03/23/2022 12:56:46	MEDICAL CALL / PROQA	6129 OLD NATIONAL		HEMS	03/23/2022 12:58:38
2022004716	03/28/2022 23:10:18	39 INFORMATION FOR	6129 OLD NATIONAL	SF215	CASE	03/28/2022 23:42:10
	03/30/2022 01:32:48		6129 OLD NATIONAL		911C	03/30/2022 01:33:05

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2022005868	03/31/2022 11:06:27	TRAUM30A	6129 OLD NATIONAL	7806	83	03/31/2022 12:24:48
2022004833	03/31/2022 11:06:39	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	13	03/31/2022 11:29:08
	04/07/2022 00:25:21	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	3	04/07/2022 00:36:40
2022006315	04/07/2022 18:55:13	CONV12A	6129 OLD NATIONAL	7818	83	04/07/2022 19:22:34
2022005227	04/07/2022 18:56:23	MEDICAL CALL / PROQA	6129 OLD NATIONAL	TK7	13	04/07/2022 19:19:15
2022005400	04/09/2022 21:20:56	TRAFF29B	6129 OLD NATIONAL	SF211	CASE	04/09/2022 22:18:57
2022005449	04/11/2022 01:00:09	44 INVESTIGATE HOLD-	6129 OLD NATIONAL	SF213	CASE	04/11/2022 02:40:38
2022005450	04/11/2022 01:15:53	41 AUTOMOBILE	6129 OLD NATIONAL	SF201	CASE	04/11/2022 01:15:53
2022005451	04/11/2022 01:26:57	41 AUTOMOBILE	6129 OLD NATIONAL	SF211	CASE	04/11/2022 02:30:33
	04/11/2022 02:56:20	55 TROUBLE UNKNOWN	6129 OLD NATIONAL	SF213	3	04/11/2022 03:26:50
	04/12/2022 13:26:00	54 SUSPICIOUS	6129 OLD NATIONAL	SF263	3	04/12/2022 13:30:45
	04/13/2022 04:12:59	90B BUSINESS CHECK	6129 OLD NATIONAL	SF213	3	04/13/2022 04:34:52
	04/17/2022 00:29:29	45 INVESTIGATE	6129 OLD NATIONAL	SF201	1	04/17/2022 00:34:43
	04/18/2022 01:50:12	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	16	04/18/2022 01:55:44
2022006064	04/21/2022 21:39:52	45 INVESTIGATE	6129 OLD NATIONAL	SF211	CASE	04/21/2022 22:15:40
	04/22/2022 01:23:20	90B BUSINESS CHECK	6129 OLD NATIONAL	SF202	3	04/22/2022 01:24:47
	04/24/2022 23:57:02		6129 OLD NATIONAL		ADV	04/24/2022 23:58:28
	04/25/2022 00:13:59	39 INFORMATION FOR	6129 OLD NATIONAL	SF213	3	04/25/2022 00:27:47
	04/29/2022 08:01:19	45 INVESTIGATE	6129 OLD NATIONAL	SF111	3	04/29/2022 08:31:41
	05/05/2022 12:48:49	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	05/05/2022 13:05:40
	05/05/2022 13:05:51	39 INFORMATION FOR	6129 OLD NATIONAL	SF111	3	05/05/2022 13:20:28
	05/09/2022 10:19:09	54 SUSPICIOUS	6129 OLD NATIONAL	SF114	3	05/09/2022 10:20:55
	05/09/2022 10:21:44	90B BUSINESS CHECK	6129 OLD NATIONAL	SF114	3	05/09/2022 10:23:45
	05/13/2022 09:38:02	90B BUSINESS CHECK	6129 OLD NATIONAL	SF117	3	05/13/2022 09:53:49
2022008771	05/14/2022 23:24:10	SICK26BC	6129 OLD NATIONAL	7815	83	05/15/2022 00:43:30
2022007234	05/14/2022 23:24:46	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	CASE	05/14/2022 23:41:28
	05/15/2022 05:34:21	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	16	05/15/2022 05:49:11
	05/15/2022 15:26:01	87 TRAFFIC STOP	6129 OLD NATIONAL	SF115	7	05/15/2022 15:35:00
	05/16/2022 02:43:35	54 SUSPICIOUS	6129 OLD NATIONAL	SF217	3	05/16/2022 02:59:38
	05/17/2022 00:02:53	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF213	3	05/17/2022 00:34:45
	05/17/2022 12:18:08	64 PANHANDLING	6129 OLD NATIONAL	SF102	3	05/17/2022 12:37:09
	05/19/2022 13:38:47		6129 OLD NATIONAL		ADV	05/19/2022 13:39:57

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	05/21/2022 23:54:03	911 HANGUP CALL/NO	6129 OLD NATIONAL	SF216	3	05/22/2022 00:15:56
	05/29/2022 11:26:45	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	05/29/2022 11:34:21
	06/01/2022 11:17:13	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	06/01/2022 11:35:22
	06/02/2022 08:46:06	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	06/02/2022 08:51:49
	06/08/2022 12:03:06	54 SUSPICIOUS	6129 OLD NATIONAL	SF119	3	06/08/2022 12:20:10
	06/10/2022 04:48:03	90B BUSINESS CHECK	6129 OLD NATIONAL	SF201	3	06/10/2022 05:37:12
	06/14/2022 10:59:30	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL		DUP	06/14/2022 11:03:38
	06/16/2022 05:00:56	90B BUSINESS CHECK	6129 OLD NATIONAL	SF211	3	06/16/2022 06:18:32
	06/16/2022 16:01:14	45 INVESTIGATE	6129 OLD NATIONAL	SF111	3	06/16/2022 16:38:09
	06/17/2022 02:45:19	90B BUSINESS CHECK	6129 OLD NATIONAL	SF211	3	06/17/2022 03:20:25
	06/18/2022 06:48:38	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	16	06/18/2022 06:58:15
	06/19/2022 11:01:51	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	06/19/2022 11:13:06
2022009694	06/23/2022 22:55:37	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF202	CASE	06/23/2022 23:29:49
	06/24/2022 22:53:37	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	06/24/2022 22:55:45
	06/25/2022 12:29:14	64 PANHANDLING	6129 OLD NATIONAL	SF111	3	06/25/2022 12:36:32
	06/26/2022 09:59:35		6129 OLD NATIONAL		DUP	06/26/2022 09:59:43
	06/27/2022 13:04:53	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF102	3	06/27/2022 13:41:43
	07/05/2022 06:42:04	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	07/05/2022 07:10:58
2022010237	07/05/2022 06:59:19	PSYCH25A	6129 OLD NATIONAL	E5	16	07/05/2022 07:02:41
	07/05/2022 06:59:24	PSYCH25A	6129 OLD NATIONAL		CBO	07/05/2022 07:03:01
	07/05/2022 08:27:07		6129 OLD NATIONAL		ADV	07/05/2022 08:27:30
	07/06/2022 05:27:10	90B BUSINESS CHECK	6129 OLD NATIONAL	SF213	3	07/06/2022 06:38:11
	07/07/2022 19:55:41	45 INVESTIGATE	6129 OLD NATIONAL	SF211	3	07/07/2022 20:39:13
	07/09/2022 21:46:28	55 TROUBLE UNKNOWN	6129 OLD NATIONAL	SF211	3	07/09/2022 21:50:35
	07/09/2022 23:32:59	54 SUSPICIOUS	6129 OLD NATIONAL	SF211	3	07/09/2022 23:38:07
	07/10/2022 04:10:49	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	07/10/2022 04:15:28
2022010634	07/12/2022 07:51:58	44 INVESTIGATE HOLD-	6129 OLD NATIONAL	SF119	CASE	07/12/2022 13:09:34
	07/14/2022 04:20:20	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	07/14/2022 04:43:28
	07/14/2022 14:24:42	39 INFORMATION FOR	6129 OLD NATIONAL	SF103	3	07/14/2022 14:46:01
	07/15/2022 03:00:57	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	07/15/2022 05:43:39
	07/15/2022 09:46:13	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	07/15/2022 10:00:23
	07/19/2022 00:57:12	90 SPECIAL DETAIL	6129 OLD NATIONAL	SF211	3	07/19/2022 03:42:53

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	07/21/2022 14:03:01	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	07/21/2022 14:10:24
	07/21/2022 15:02:04	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	07/21/2022 15:11:31
2022013777	07/21/2022 20:34:29	HEAD18C	6129 OLD NATIONAL	7814	CASE	07/21/2022 21:58:20
2022011274	07/21/2022 20:36:08	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	13	07/21/2022 20:50:13
	07/21/2022 20:38:37	HEAD18C	6129 OLD NATIONAL		CFIR	07/21/2022 20:40:54
2022013925	07/23/2022 22:58:49	HEAD18A	6129 OLD NATIONAL	7812	83	07/24/2022 01:13:36
	07/23/2022 22:59:19	MEDICAL CALL / PROQA	6129 OLD NATIONAL		HEMS	07/23/2022 23:01:00
	07/28/2022 23:42:49	90B BUSINESS CHECK	6129 OLD NATIONAL	SF211	3	07/28/2022 23:48:19
2022014430	07/30/2022 22:51:19	CONV12C	6129 OLD NATIONAL	7815	38	07/30/2022 23:14:49
2022011829	07/30/2022 22:52:16	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	13	07/30/2022 23:07:47
	07/30/2022 22:53:23	CONV12C	6129 OLD NATIONAL		CFIR	07/30/2022 22:53:56
	08/01/2022 20:33:57	90B BUSINESS CHECK	6129 OLD NATIONAL	SF202	3	08/01/2022 20:45:47
	08/04/2022 21:55:03	45 INVESTIGATE	6129 OLD NATIONAL	SF211	2	08/04/2022 23:13:53
	08/10/2022 00:26:22	90B BUSINESS CHECK	6129 OLD NATIONAL	SF202	3	08/10/2022 00:32:57
	08/10/2022 11:22:11	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF103	3	08/10/2022 11:25:14
	08/11/2022 19:01:10	43 INVESTIGATE HIT AND	6129 OLD NATIONAL	SF211	3	08/11/2022 20:04:07
2022012333	08/12/2022 23:06:09	22 VANDALISM OR	6129 OLD NATIONAL	SF211	CASE	08/12/2022 23:17:47
	08/13/2022 12:59:13	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	08/13/2022 13:09:35
2022015623	08/16/2022 21:29:06	PSYCH25B	6129 OLD NATIONAL	7800	83	08/16/2022 23:05:20
2022012745	08/16/2022 21:29:48	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	16	08/16/2022 21:32:21
	08/16/2022 21:30:37	PSYCH25B	6129 OLD NATIONAL	SF211	9AA	08/16/2022 21:57:08
2022012585	08/17/2022 14:17:10	54 SUSPICIOUS	6129 OLD NATIONAL	SF115	CASE	08/17/2022 15:12:30
	08/18/2022 19:50:38	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	08/18/2022 19:51:56
	08/25/2022 21:11:11	87 TRAFFIC STOP	6129 OLD NATIONAL	SF201	3	08/25/2022 21:13:09
2022013136	08/26/2022 19:03:16	41 AUTOMOBILE	6129 OLD NATIONAL	SF211	CASE	08/26/2022 19:42:01
	08/27/2022 12:44:08	64 PANHANDLING	6129 OLD NATIONAL	SF102	3	08/27/2022 13:01:40
2022016625	08/30/2022 00:50:38	UNKNO32B	6129 OLD NATIONAL	7802	CASE	08/30/2022 02:06:18
2022013536	08/30/2022 00:52:13	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	CASE	08/30/2022 01:07:55
	08/30/2022 00:52:47	UNKNO32B	6129 OLD NATIONAL	SF215	9AA	08/30/2022 01:22:51
	09/03/2022 07:33:43	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	09/03/2022 08:08:51
2022016960	09/03/2022 11:31:10	STROK28C	6129 OLD NATIONAL	7814	83	09/03/2022 12:55:11
2022013787	09/03/2022 11:32:52	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	13	09/03/2022 11:59:00

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2022016994	09/03/2022 22:03:34	BREAT6DE	6129 OLD NATIONAL	7825	83	09/03/2022 23:08:29
2022013814	09/03/2022 22:05:59	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	13	09/03/2022 22:21:33
	09/03/2022 22:06:49	BREAT6DE	6129 OLD NATIONAL		CFIR	09/03/2022 22:22:55
	09/05/2022 08:02:16	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	16	09/05/2022 08:10:02
2022013737	09/06/2022 22:37:30	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	CASE	09/06/2022 23:54:03
2022017192	09/06/2022 22:47:07	ASSAUL4B	6129 OLD NATIONAL	7804	CASE	09/06/2022 23:19:05
2022013964	09/06/2022 22:47:19	ASSAUL4B	6129 OLD NATIONAL	E7	CASE	09/06/2022 23:02:00
	09/06/2022 23:36:39	ASSAUL4B	6129 OLD NATIONAL		ADV	09/06/2022 23:37:18
	09/06/2022 23:37:09	ASSAUL4B	6129 OLD NATIONAL		CLAW	09/06/2022 23:42:36
	09/10/2022 02:08:17	45 INVESTIGATE	6129 OLD NATIONAL	SF321	2	09/10/2022 03:02:24
	09/10/2022 02:08:49		6129 OLD NATIONAL		DUP	09/10/2022 02:09:39
2022013953	09/10/2022 12:44:55	39 INFORMATION FOR	6129 OLD NATIONAL	SF119	CASE	09/10/2022 13:18:40
	09/14/2022 14:44:03	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	09/14/2022 15:18:46
	09/17/2022 03:00:44	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	09/17/2022 03:35:11
	09/18/2022 05:10:22	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	09/18/2022 05:16:55
	09/30/2022 11:02:55	90B BUSINESS CHECK	6129 OLD NATIONAL	SF115	3	09/30/2022 11:29:06
	10/03/2022 02:47:28	90B BUSINESS CHECK	6129 OLD NATIONAL	SF211	3	10/03/2022 03:28:27
	10/08/2022 15:50:23	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	10/08/2022 16:30:41
	10/10/2022 07:53:51		6129 OLD NATIONAL		DUP	10/10/2022 07:54:05
	10/14/2022 13:46:07	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF115	3	10/14/2022 14:05:31
	10/16/2022 17:29:29	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF115	3	10/16/2022 17:48:44
	10/21/2022 08:04:10	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	10/21/2022 08:14:34
	10/23/2022 04:35:33	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF216	3	10/23/2022 05:01:44
	10/23/2022 06:12:28	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF103	16	10/23/2022 06:35:50
	10/24/2022 16:51:08	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF115	3	10/24/2022 17:00:20
	10/25/2022 02:23:25	90B BUSINESS CHECK	6129 OLD NATIONAL	SF211	3	10/25/2022 03:16:50
	10/26/2022 04:38:13	90 SPECIAL DETAIL	6129 OLD NATIONAL	SF211	3	10/26/2022 04:45:13
	10/26/2022 08:53:49	90R RESIDENTIAL CHECK	6129 OLD NATIONAL	SF111	3	10/26/2022 09:14:27
	10/27/2022 06:30:34	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	10/27/2022 06:36:53
	10/27/2022 06:37:59	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	10/27/2022 07:04:07
	10/27/2022 14:25:46	90 SPECIAL DETAIL	6129 OLD NATIONAL	SF115	3	10/27/2022 14:36:23
	10/30/2022 03:28:24	90B BUSINESS CHECK	6129 OLD NATIONAL	SF215	3	10/30/2022 03:35:41

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2022016658	10/31/2022 01:41:55	44 INVESTIGATE HOLD-	6129 OLD NATIONAL	SF91	CASE	10/31/2022 02:59:00
	10/31/2022 12:14:38	90B BUSINESS CHECK	6129 OLD NATIONAL	SF115	3	10/31/2022 12:18:13
	11/03/2022 02:54:53	90 SPECIAL DETAIL	6129 OLD NATIONAL	SF215	3	11/03/2022 03:16:35
	11/03/2022 20:04:47	54 SUSPICIOUS	6129 OLD NATIONAL	SF215	1	11/03/2022 20:29:37
	11/04/2022 19:49:08	54 SUSPICIOUS	6129 OLD NATIONAL	SF216	2	11/04/2022 21:09:06
	11/07/2022 16:10:26	54 SUSPICIOUS	6129 OLD NATIONAL	SF104	1	11/07/2022 17:26:02
	11/08/2022 09:45:01	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	16	11/08/2022 09:52:25
	11/09/2022 02:36:00	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF202	1	11/09/2022 03:18:11
	11/09/2022 12:37:10	90B BUSINESS CHECK	6129 OLD NATIONAL	SF115	3	11/09/2022 12:47:11
	11/11/2022 11:22:26	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	11/11/2022 11:43:35
	11/12/2022 13:57:43	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	3	11/12/2022 15:05:03
	11/12/2022 16:03:58	54 SUSPICIOUS	6129 OLD NATIONAL	SF111	2	11/12/2022 16:45:28
2022017431	11/13/2022 16:31:50	64 PANHANDLING	6129 OLD NATIONAL	SF165	CASE	11/13/2022 19:00:29
	11/14/2022 09:08:16	45 INVESTIGATE	6129 OLD NATIONAL	SF119	3	11/14/2022 09:26:18
	11/17/2022 18:15:07		6129 OLD NATIONAL		DUP	11/17/2022 18:15:20
	11/17/2022 18:15:25	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF264	3	11/17/2022 18:29:25
	11/17/2022 22:58:35	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	3	11/17/2022 23:16:54
	11/18/2022 19:42:15	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	1	11/18/2022 20:05:15
	11/19/2022 13:39:18	90 SPECIAL DETAIL	6129 OLD NATIONAL	SF115	3	11/19/2022 13:51:31
	11/20/2022 12:59:35	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF101	2	11/20/2022 13:11:31
	11/21/2022 16:56:09		6129 OLD NATIONAL		ADV	11/21/2022 16:56:22
	11/21/2022 17:56:07	45 INVESTIGATE	6129 OLD NATIONAL	SF104	1	11/21/2022 18:39:24
	11/21/2022 20:42:22	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	1	11/21/2022 20:46:52
	11/23/2022 03:42:43	90 SPECIAL DETAIL	6129 OLD NATIONAL	SF211	3	11/23/2022 03:52:57
	11/24/2022 02:32:39	90B BUSINESS CHECK	6129 OLD NATIONAL	SF202	3	11/24/2022 03:20:54
	11/24/2022 11:32:04	90B BUSINESS CHECK	6129 OLD NATIONAL	SF115	3	11/24/2022 11:52:34
	11/25/2022 08:18:55	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	11/25/2022 09:28:59
2022018036	11/25/2022 10:12:41	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF111	CASE	11/25/2022 11:29:57
2022018043	11/25/2022 12:50:56	45 INVESTIGATE	6129 OLD NATIONAL	SF111	CASE	11/25/2022 14:00:06
	11/25/2022 13:19:08	54 SUSPICIOUS	6129 OLD NATIONAL	SF104	DUP	11/25/2022 13:22:35
	11/26/2022 07:39:20	90B BUSINESS CHECK	6129 OLD NATIONAL	SF104	3	11/26/2022 07:58:44
	11/26/2022 11:05:32	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	11/26/2022 11:39:43

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	11/26/2022 12:30:29	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	11/26/2022 12:48:44
	11/27/2022 06:20:36	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	11/27/2022 07:12:46
	11/29/2022 09:47:00	87 TRAFFIC STOP	6129 OLD NATIONAL	SF115	7	11/29/2022 09:56:18
2022018295	11/30/2022 14:19:45	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF104	CASE	11/30/2022 18:04:05
	11/30/2022 14:21:52	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL		DUP	11/30/2022 14:34:41
2022018905	11/30/2022 14:26:01	ELEC15C	6129 OLD NATIONAL	E1	13	11/30/2022 14:46:43
2022023411	11/30/2022 14:26:05	ELEC15C	6129 OLD NATIONAL	7823	36	11/30/2022 14:44:33
	12/03/2022 22:56:26	90B BUSINESS CHECK	6129 OLD NATIONAL	SF216	3	12/03/2022 23:11:41
	12/05/2022 08:44:57	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	12/05/2022 09:35:28
	12/05/2022 15:14:30	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	12/05/2022 15:31:32
2022018585	12/06/2022 02:23:49	41 AUTOMOBILE	6129 OLD NATIONAL	SF215	CASE	12/06/2022 03:26:08
	12/06/2022 11:29:37	90B BUSINESS CHECK	6129 OLD NATIONAL	SF115	9AA	12/06/2022 12:04:02
2022024093	12/09/2022 20:21:13	TRAFF29A	6129 OLD NATIONAL	7088	16	12/09/2022 20:45:30
	12/09/2022 20:22:52	MEDICAL CALL / PROQA	6129 OLD NATIONAL		DUP	12/09/2022 20:41:01
	12/09/2022 20:24:16	TRAFF29A	6129 OLD NATIONAL	SF219	3	12/09/2022 20:33:54
	12/11/2022 08:24:34	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	12/11/2022 08:29:52
	12/12/2022 16:10:55	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF119	3	12/12/2022 16:19:02
	12/12/2022 17:50:32	55 TROUBLE UNKNOWN	6129 OLD NATIONAL	SF165	3	12/12/2022 18:08:17
	12/15/2022 17:44:18	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF202	3	12/15/2022 18:09:38
	12/18/2022 08:50:48		6129 OLD NATIONAL		ADV	12/18/2022 08:52:58
	12/19/2022 18:14:17	45 INVESTIGATE	6129 OLD NATIONAL	SF215	3	12/19/2022 18:38:51
	12/26/2022 21:00:54	90B BUSINESS CHECK	6129 OLD NATIONAL	SF211	3	12/26/2022 21:21:12
	12/27/2022 00:30:59	45 INVESTIGATE	6129 OLD NATIONAL	SF216	3	12/27/2022 00:50:40
	12/28/2022 11:30:16	90B BUSINESS CHECK	6129 OLD NATIONAL	SF111	3	12/28/2022 11:48:43
2022019975	12/30/2022 10:29:38	87 TRAFFIC STOP	6129 OLD NATIONAL	SF102	CASE	12/30/2022 11:30:48
	12/30/2022 11:54:49	87 TRAFFIC STOP	6129 OLD NATIONAL	SF115	7	12/30/2022 12:01:21
	12/31/2022 12:29:04	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF115	3	12/31/2022 12:42:23
	01/03/2023 04:27:35	29 FIGHT OR DOMESTIC	6129 OLD NATIONAL	SF211	3	01/03/2023 04:44:15
	01/04/2023 12:36:59	39 INFORMATION FOR	6129 OLD NATIONAL	SF161	3	01/04/2023 12:44:21
2023000412	01/06/2023 02:46:33	UNCO31DE	6129 OLD NATIONAL	7827	CASE	01/06/2023 02:57:00
2023000349	01/06/2023 02:47:06	MEDICAL CALL / PROQA	6129 OLD NATIONAL	E7	16	01/06/2023 02:56:52
2023000306	01/06/2023 02:48:04	UNCO31DE	6129 OLD NATIONAL	SF211	CASE	01/06/2023 05:35:04

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

INVOICE #
23000602

CUSTOMER ID: [redacted] PIN: [redacted]
INVOICE DATE: 11/17/22
DUE DATE:

Triple S 2022 Investment LLC
6129 Old National Hwy
College Park, GA 30349

MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
		Alcohol License		
		Alcohol License change of ownership		
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee	75.000000	75.00
		Alcohol License		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
		Alcohol License		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License		
1.0000/1	ABLSTRBR	Alcohol Lic Store -Beer	400.000000	400.00
		Alcohol License		
1.0000/1	ABLSTRWN	Alcohol Lic Store Wine	400.000000	400.00
		Alcohol License		
			TOTAL DUE:	$ 1,790.00
		Prn Payment: 11/18/22 CK 3840183048		-1,790.00
			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

INVOICE #: 23000602
DESCRIPTION: Alcohol License
CUSTOMER ID: [redacted] PIN: [redacted]
DUE DATE:
TOTAL DUE: $ 0.00

Triple S 2022 Investment LLC
6129 Old National Hwy
College Park, GA 30349

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: **SHAMINA SHIRAZ JASSANI**

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 SHAMINA SHIRAZ JASSANI 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 20TH day of October, 2022.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: Kimberly Hatcher
Deputy Clerk

Control Number : 22176760

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

Triple S 2022 Investment LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **08/15/2022** 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 **08/19/2022**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 8/15/2022 11:42:57 AM

BUSINESS INFORMATION

CONTROL NUMBER	22176760
BUSINESS NAME	Triple S 2022 Investment LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	08/15/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	6129 Old National Hwy, College Park, GA, 30349, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Samina S Jassani	[redacted]	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Samina S Jassani	ORGANIZER	[redacted]

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Samina S Jassani
AUTHORIZER TITLE	Organizer

360 TRAINING™

CERTIFICATE OF COMPLETION

This certifies that

Samina S Jassani

is awarded this certificate for

Learn2Serve Off-Premises Alcohol Seller/Server

Course Duration	Completion Date	Certificate #
3.0	10/20/2022	000021222878

Official Signature

360 TRAINING™

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:45 p.m. Request Council Approval A Resolution Approving The Lease Of Real Property Located At Or Near 3800 Camp Creek Parkway

DATE: February 28, 2023

SUBJECT: 5:45 p.m. Request Council Approval A Resolution Approving The Lease Of Real Property Located At Or Near 3800 Camp Creek Parkway

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Approving Lease of Real Property for Municipal Court	Cover Memo	2/24/2023
Camp Creek 1800 - South Fulton Lease 12.12.22 CLEAN_Redacted	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-XXX**

A RESOLUTION APPROVING THE LEASE OF REAL PROPERTY LOCATED AT OR NEAR 3800 CAMPCREEK PARKWAY, AND FOR OTHER PURPOSES

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under its Charter and the laws of the State of Georgia, and

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

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(7) and (21)); and

WHEREAS, the city manager is the chief administrative officer of the city with the responsibility of administering all of the city affairs placed in the city manager's charge by or under the Charter - § 3.25; and

WHEREAS, the City desires to lease real property (i.e., commercial office space) consisting of approximately 44,306 rentable square feet located at or near 3800 Camp Creek Parkway, Atlanta, GA 30331 (the subject "Premises") for Municipal Court operational and administrative services; and

WHEREAS, the City, pursuant to Section 3.22 (b) (4), authorizes the Mayor to sign and execute all written and approved contracts, ordinances, resolutions, and other instruments on behalf of the City. The City Council, however, may also delegate contract signing authority to the city manager to the extent allowed by law; and

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

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

Section 1. The City finds that the attached lease of the subject Premises would be in furtherance of legitimate governmental purposes by providing necessary space for government operations, personnel and/or equipment.

Section 2. The City Manager is authorized to do all things necessary or appropriate to effectuate the purposes and intent of this Resolution, that is, to facilitate, implement and/or execute all necessary documents to effectuate the least between the City and Landlord, which may include, but is not limited to the assistance or input from any department head, employee and/or City Attorney, as deemed necessary.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes.

Section 4. All resolutions, or parts thereof, that conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

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**]

* * * * * * * * * * * * * * * * * * *

Lease

CAMP CREEK BUSINESS CENTER

* * * * * * * * * * * * * * * * * * *

Between

CITY OF SOUTH FULTON, GEORGIA
ON BEHALF OF MUNICIPAL COURT
(Tenant)

and

SAVLAN CAPITAL LLC
(Landlord)

LEASE

THIS LEASE (the "Lease") is made as of _____, 2022 between **SAVLAN CAPITAL LLC**, a Florida limited liability company as authorized Asset Manager (the "Landlord") and the Tenant as named in the Schedule below. The term "Project" means the buildings known as "Camp Creek Business Center" and the land (the "Land") located at 3800 Camp Creek Parkway Atlanta, GA 30331. "Premises" means that part of the Project leased to Tenant described in the Schedule and outlined on Appendix A.

The following schedule (the "Schedule") is an integral part of this Lease. Terms defined in this Schedule shall have the same meaning throughout the Lease.

SCHEDULE

1. **Tenant**: City of South Fulton, Georgia on behalf of Municipal Court
   The above-named parties shall collectively be referred to as the Tenant and shall be held jointly and severally liable for all terms and obligations under this Lease.
2. **Premises**: Building 1800, Suite 124 and Suite 126.
3. **Rentable Square Feet of the Premises:** 6,640 SF
4. **Tenant's Proportionate Share**: 14.99% (based upon a total of 44,306 rentable square feet in the Building)
5. **Security Deposit**: $9,371.98
6. **Tenant's Real Estate Broker for this Lease:** Intentionally omitted
7. **Landlord's Real Estate Broker for this Lease**: Cushman & Wakefield
8. **Tenant Improvements, if any**: See Tenant Improvement Agreement, Appendix-D.
9. **Commencement Date**: The Lease will commence the day this lease is executed.
10. **Rent Commencement Date**: Tenant's obligation to pay rent shall commence February 1, 2022. Landlord and Tenant shall execute a Rent Commencement Date Confirmation substantially in the form of Appendix E promptly following the Rent Commencement Date.
11. **Termination Date/Term**: Twelve (12) months after the Rent Commencement Date, or if the Rent Commencement Date is not the first day of a month, then Twelve (12) months after the first day of the following month.

12. **Option to Renew:** Tenant shall have four (4) options to renew the Lease for one (1) year each as set forth in Section 35 of this lease.

13. **Guarantor**: None

14. **Base Rent**:

Period	Rental Rate	Annualized Rent *	Monthly Base Rent*
Months 1-12	$15.25	$101,260.00	$8,438.33
Renewal Option 1:	$15.86	$105,310.40	$8,775.87
Renewal Option 2:	$16.49	$109,522.82	$9,126.90
Renewal Option 3:	$16.99	$112,808.50	$9,400.71
Renewal Option 4:	$17.55	$116,192.76	$9,682.73

* Annualized Rent and Monthly Rent subject to change with finalized square footage measurement.

15. **Operating Expense Share Rent:** Is defined in Paragraph 2.B of the Lease.

15. **Rent:** During the initial calendar year of the Lease, the monthly Rent (as defined in Paragraph 2 of the Lease) is as follows:

Base Rent	$8,438.33
Operating Expense Share Rent	$1,059.20
TOTAL	$9,497.53

Such amount is subject to change based upon the terms of the Lease.

16. **Prepaid Rent:** Tenant shall pay to Landlord, upon execution of this lease, the sum of Nine Thousand Three Hundred Seventy-One Dollars and Ninety-Eight Cents ($9,497.53) as the 1st full month's rent.

17. **Parking:** Subject to the terms described in Section 31 of the Lease.
Total Parking Spaces: 30 based on 4.5/1000 sf

19. **Appendices**: Appendix A – Plan of the Premises; Appendix B – Rules and Regulations; Appendix C – Tenant Improvement Agreement; Appendix D – Mortgages Currently Affecting the Project; and Appendix E – Commencement Date Confirmation

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to the following terms and conditions:

1. **LEASE AGREEMENT.** On the terms stated in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term beginning on the Commencement Date and ending on the Termination Date unless extended or sooner terminated pursuant to this Lease. If this Lease is executed before the Premises become vacant or otherwise available and ready for occupancy, or if any present tenant or occupant of the Premises holds over, and Landlord cannot, using good faith efforts, acquire possession of the Premises prior to the proposed Rent Commencement Date, Landlord shall not be deemed to be in default, nor in any way liable to Tenant because of such failure, and Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the Rent Commencement Date and the term of this Lease shall automatically be extended so as to include the duration of the term hereinbefore provided.

2. **RENT.**

A. Types of Rent. Tenant shall pay the following Rent in United States funds, in the form of a check to Landlord at the following address:

Savlan CC Property LLC
c/o Cushman Wakefield
721 Emerson Rd., Suite 300
St. Louis, MO 63141

or by ACH as follows:

Bank Name: Chase Bank NA
Account Name: Savlan CC Property LLC
[redacted]

(1) Base Rent in monthly installments in advance. If the Rent Commencement Date falls on a date other than the first day of a calendar month, such Base Rent for such partial month during which the Rent Commencement Date falls shall be prorated as provided in Section 2.D.(1) and paid on the Rent Commencement Date and thereafter, each monthly installment of Base Rent shall be on or before the first day of each month of the Term in the amount set forth on the Schedule.

(2) Operating Expense Share Rent in an amount equal to the Tenant's Proportionate Share of the Operating Expenses for the applicable Fiscal Year of the Lease, paid monthly in advance in an estimated amount. Definitions of Operating Expense and Tenant's Proportionate Share, and the method for billing and payment of Operating Expense Share Rent are set forth in this Section 2.

(3) Additional Rent in the amount of all costs, expenses, liabilities, and amounts which Tenant is required to pay under this Lease, excluding Base Rent and Operating Expense Share Rent, but including any interest for late payment of any item of Rent.

(4) Rent as used in this Lease means Base Rent, Operating Expense Share Rent, Additional Rent, and those amounts which may be due as per section 2.A.5 below. The first monthly installment of Rent shall be payable concurrently with the execution of this Lease and shall be applied to the Rent coming due for the first full calendar month of the Term following the Base Rent abatement period. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind. Landlord shall use reasonable efforts to determine Tenant's liability for Rent, within one (1) year from the termination of this Lease. Landlord shall notify Tenant within such one (1) year period of any matters which Landlord has not been able to resolve despite its reasonable efforts, and all other matters shall be deemed final.

B. Payment of Operating Expense Share Rent

(1) Definitions:

"Operating Year" shall mean the calendar year within which the Commencement Date occurs and each subsequent calendar year for any part or all of which Operating Expense Share Rent shall be payable pursuant to this Article.

"Tenant's Proportionate Share" shall mean the square footage of the Premises divided by the total rentable square footage of the building during the Operating Year which may change from time to time if the total rentable square footage of the building changes.

"Tenant's Proportionate Share of Operating Expenses" shall mean an amount equal to the product obtained by multiplying Tenant's Proportionate Share by the Operating Expenses for the applicable calendar year. Said Operating Expenses are estimated to be $1.91 per square foot for the calendar year of 2023. Tenant acknowledges that said amount is only an estimate and agrees to reimburse Landlord for the actual Tenant's Proportionate Share of Operating Expenses under the Lease in accordance with section 4.B.

(2) Payment of Estimated Operating Expense Share Rent.

In each lease year Tenant will also pay to Landlord on the first day of each month 1/12th of Tenant's Proportionate Share of Operating Expenses hereafter referred to as "Operating Expense Share Rent." Landlord shall estimate the Operating Expenses by January 1 of each Fiscal Year, or as soon as reasonably possible thereafter. Landlord may revise these estimates whenever it obtains more accurate information, such as the final real estate tax assessment or tax rate for the project.

Within ten (10) days after receiving the original or revised estimate from the Landlord, Tenant shall pay Landlord one-twelfth (1/12th) of the Tenant's Proportionate Share of this estimate, multiplied by the number of months that have elapsed in the applicable Fiscal Year to the date of such payment including the current month, minus payments previously made by Tenant for the months elapsed. On the first day of each month thereafter, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of this estimate, until a new estimate becomes applicable.

(3) Correction of Operating Expense Share Rent

Landlord shall deliver to Tenant a report for the previous Fiscal Year (the "Operating Expense Report") by May 1 of each year or as soon as reasonable possible thereafter, setting forth (a) the actual Operating Expenses incurred, (b) the amount of Operating Expense Share Rent due from Tenant, and (c) the amount of Operating Expense Share Rent paid by Tenant. Within (20) days after such delivery, Tenant shall pay to Landlord the amount due minus the amount paid. If the amount paid exceeds the amount due, Landlord shall notify Tenant and refund the excess to the Tenant per Tenant's reasonable payment instructions.

C. Operating Expenses Definitions.

(1) Included Operating Expenses. "Operating Expenses" means any expenses, costs and disbursements of any kind (including insurance and administrative costs) paid or incurred by Landlord in connection with the management, maintenance, operation, insurance, repair and other related activities in connection with any part of the Project and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including the cost of providing those services required to be furnished by Landlord under this Lease. Operating Expenses include but are not limited to the following: all insurance premiums and deductibles, water, sewer, electrical and other utility charges other than the separately billed electrical and other utility charges paid by Tenant pursuant to this Lease (or paid by other tenants in the Building); painting, stormwater discharge fees; tools and supplies; repair costs; landscape maintenance costs access patrol license; permit and inspection fees; management fees; supplies, costs, wages and related employee benefits payable for management; maintenance and operation of the Building; security costs; maintenance, repair and replacement of the driveways, parking areas, curbs and sidewalk areas (including snow and ice removal), landscaped areas, drainage strips, sewer lines, exterior walls, foundation, structural frame, roof, gutters and lighting; and maintenance and repair costs, dues, fees, and assessments incurred under any covenants or charged by any owners associations. administrative expenses and administrative fees up to 15% of Operating Expenses excluding Real Estate Taxes. Operating Expenses shall also include the costs of any capital improvements which are intended to reduce Operating Expenses or improve safety, and those made to keep the Project in compliance with governmental requirements applicable from time to time (collectively, "Included Capital Items"); provided, that the costs of any Included Capital Item shall be amortized by Landlord, together with an amount equal to interest at ten percent (10%) per annum, over the estimated useful life of such item and such amortized costs are only included in Operating Expenses for that portion of the useful life of the Included Capital Item which falls within the Term.

If any Operating Expenses paid in one Fiscal Year relates to more than one Fiscal Year, Landlord may proportionately allocate such Operating Expenses among the related Fiscal Years.

If Landlord does not furnish any particular service whose cost would have constituted an Operating Expenses to a tenant other than Tenant who has undertaken to perform such service itself, Operating Expenses shall be increased by the amount which Landlord would have incurred if it had furnished the service to such tenant.

(2) Excluded Operating Expenses. Operating Expenses shall not include:

(a) costs of alterations of tenant premises;
(b) interest and principal payments on mortgages or any other debt costs, or rental payments on any ground lease of the Project;
(c) real estate brokers' leasing commissions;
(d) any cost or expenditure for which Landlord is reimbursed, by insurance proceeds or otherwise, except by Operating Expense Share Rent;
(e) the cost of any service furnished to any office tenant of the Project which Landlord does not make available to Tenant;
(f) depreciation (except on any Included Capital Items);
(g) franchise or income taxes imposed upon Landlord, except to the extent imposed in lieu of all or any part of Taxes;
(h) legal and auditing fees which are for the benefit of Landlord such as collecting delinquent rents and audits other than those incurred in connection with the preparation of reports required pursuant to Section 2B above;

(3) Taxes. Intentionally Deleted

(4) Lease Year. "Lease Year" means each consecutive twelve-month period beginning with the Commencement Date, except that if the Commencement Date is not the first day of a calendar month, then the first Lease Year shall be the period from the Commencement Date through the final day of the twelve months after the first day of the following month, and each subsequent Lease Year shall be the twelve months following the prior Lease Year.

(5) Fiscal Year. "Fiscal Year" means the calendar year, except that the first Fiscal Year and the last Fiscal Year of the Term may be a partial calendar year.

D. Computation of Base Rent and Rent Adjustments.

(1) Prorations. If this Lease begins on a day other than the first day of a month, the Base Rent shall be prorated for such partial month based on the actual number of days in such month.

(2) Default Interest. Any sum due from Tenant to Landlord not paid when due shall bear interest from the date due until paid at eighteen percent (18%) per annum.

(3) Rent Adjustments. The square footage of the Premises set forth in the Schedule are conclusively deemed to be the actual square footage thereof, without regard to any subsequent remeasurement of the Premises.

(4) Books and Records. Landlord shall maintain books and records reflecting the Operating Expenses in accordance with sound accounting and management practices. Tenant and its certified public accountant shall have the right to inspect Landlord's records at Landlord's office upon at least seven (7) business days prior written notice during normal business hours during the sixty (60) days following the respective delivery of the Operating Statement. Unless required by law and specifically requested by a member of the public by appropriate legal means, the results of any such inspection shall be kept strictly confidential by Tenant and its agents, and Tenant and its certified public accountant must agree, in their contract for such services, to such confidentiality restrictions and shall specifically agree that the results shall not be made available to any other tenant of the Building. Unless Tenant sends to Landlord any written exception to such report within said sixty (60) day period, such report shall be deemed final and accepted by Tenant. Tenant shall pay the amount shown on the report in the manner prescribed in this Lease, whether or not Tenant takes any such written exception, without any prejudice to such exception. If Tenant makes a timely exception, Landlord shall cause its independent certified public accountant or shall select and cause another firm with at least five (5) years of experience in auditing the books and records of commercial office projects to issue a final and conclusive resolution of Tenant's exception.

Tenant shall pay the cost of such certification unless Landlord's original determination of annual Operating Expenses overstated the amounts thereof by more than fifteen percent (15%).

(5) Miscellaneous. So long as Tenant is in default of any obligation under this Lease, Landlord shall be entitled to any credits Tenant has with Landlord including any excess payment of Operating Expense Share to any open balances due to Landlord under this Lease. If this Lease is terminated for any reason prior to the annual determination of Operating Expense Share Rent, either party shall pay the full amount due to the other within fifteen (15) days after Landlord's notice to Tenant of the amount when it is determined. Landlord may commingle any payments made with respect to Operating Expense Share Rent, without payment of interest.

(6) Date Payments Are Due. Except for payments to be made by Tenant under this Lease which are due upon demand or are due in advance (such as Rent), Tenant shall pay to Landlord any amount for which Landlord renders a statement of account within ten (30) days of Tenant's receipt of Landlord's statement.

(7) Late Charge and Interest on Late Payments. Without limiting the provisions of Section 12A, if Tenant fails to pay any installment of Rent or other charge to be paid by Tenant pursuant to this Lease within five (5) business days after the same becomes due and payable, then Tenant shall pay a late charge equal to $250. Such late charge and interest shall constitute Additional Rent due and payable by Tenant to Landlord upon the date of payment of the delinquent payment referenced above.

3. PREPARATION AND CONDITION OF PREMISES; POSSESSION AND SURRENDER OF PREMISES.

A. Condition of Premises. Except to the extent of the Landlord Work and Tenant Improvements item on the Schedule, Landlord is leasing the Premises to Tenant "as is", without any obligation to alter, remodel, improve, repair or decorate any part of the Premises. Landlord shall cause the Premises to be completed in accordance with the Tenant Improvement Agreement attached as Appendix C.

B. Tenant's Possession. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises was in good order, repair, and condition. If Landlord authorizes Tenant to take possession of any part of the Premises prior to the Commencement Date for purposes of doing business, all terms of this Lease shall apply to such pre-Term possession, including Base Rent at the rate set forth for the first Lease Year in the Schedule prorated for any partial month.

C. Maintenance.

(1) Landlord's Responsibilities for Repair and Maintenance of Building.
During the Lease Term, Landlord shall make all necessary repairs, replacements and maintenance to the roof, life-safety system, exterior walls, foundation, structural frame of the Building and the parking and landscaped areas and other Common Areas. The cost of such repairs, replacements and maintenance shall be included in Operating Expenses to the extent provided in Section 2.C; provided however, to the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense.

(2) Tenant's Responsibilities for Repair and Maintenance of Leased Premises. Throughout the Term, Tenant shall, at its own cost and expense, maintain in good condition as of the Commencement Date the Premises, fixtures, and equipment therein and promptly make all required repairs and replacements thereto, ordinary wear and tear excepted, and at the termination of this Lease, or Tenant's right to possession, Tenant shall return the Premises to Landlord in broom-clean condition. To the extent Tenant fails to perform either obligation, Landlord may, but need not, restore the Premises to such condition and Tenant shall pay the cost thereof within ten (10) days of demand therefore. Such maintenance or repair shall include but not be limited to the following at Tenant's expense: (a) The interior portion of the demising walls, the interior partition walls of the Premises and their wall-covering, and the entry door to the Premises; (b) The electrical and mechanical systems which are for the exclusive use and benefit of Tenant including, without limitation, the pipes, lines and conduits of all electrical and other mechanical systems exclusively servicing the Premises whether such is within and/or outside the Premises. The following examples are for clarification and are not all inclusive: (i) electrical services for computers or similar items; (ii) projection room equipment such as dimmers, curtains or similar items; (iii) water closet plumbing, kitchen plumbing or other plumbing items exclusively servicing the Premises whether such is within and/or outside the Premises; (iv) HVAC; (v) security systems for the Premises; (vi) telephone system

for the Premises; and (v) other similar systems; (c) the repair and maintenance of the floor covering of the Premises, including VCT flooring, ceramic tiles, marble, wood flooring, or similar coverings, shall be performed by Landlord upon Tenant's request, at Tenant's expense, and Tenant will be billed for same as Additional Rent; (d) All cabinets and millwork (regardless of ownership) so long as said cabinets and millwork are for the exclusive use and benefit of Tenant; (e) All other personal property, improvements or fixtures, except any of same expressly designated in this Lease as those which Landlord shall maintain. Those items to be repaired and maintained by Tenant include, but are not limited to, the following: (i) ceiling tiles and ceiling grid; (ii) molding or other woodwork and paneling; (iii) non-building standard light fixtures and bulbs; (iv) draperies, blinds or wall hangings; (v) glass partition walls; (vi) water closets and kitchen areas; (vii) doors and locksets; (viii) vaults, safes, or secured areas; (ix) plate glass; and (x) dock doors and dock locks. Tenant shall obtain a preventive maintenance contract on the HVAC system and the dock equipment and provide Landlord with a copy thereof. The preventative maintenance contract shall meet or exceed the manufacturers' standard maintenance criteria and shall provide for the inspection and maintenance of the HVAC system and the dock equipment on at least a semi-annual basis. For the aforesaid items, Landlord may elect, with Tenant's approval (which approval will not be unreasonably withheld) to maintain and repair same at Tenant's expense and Tenant will be billed for same as Additional Rent.

(3) Repairs and Maintenance; Miscellaneous. Notwithstanding anything to the contrary in this Lease, Landlord shall have no responsibility to repair or maintain the Building, any of its components, the common areas, the Premises, or any fixture, improvement, trade fixture, or any item of personal property contained in the Building, the common areas, and/or the Premises if such repairs or maintenance are required because of the occurrence of any of the following: (a) the acts, misuse, improper conduct, omission or neglect of Tenant or Tenant's Agents; (b) the conduct of business in the Premises. Should Landlord elect to make repairs or maintenance occasioned by the occurrence of any of the foregoing, Tenant shall pay as Additional Rent all such costs and expenses incurred by Landlord. Landlord shall have the right to approve (which approval will not be unreasonably withheld) in advance all work, repair, maintenance or otherwise, to be performed under this Lease by Tenant and all of Tenant's repairmen, contractors, subcontractors, and suppliers performing work or supplying materials. Tenant shall be responsible for all permits, inspections, and certificates for accomplishing the above. Tenant shall obtain lien waivers for all work done in or to the Premises.

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4. PROJECT SERVICES. Landlord shall furnish services as follows:

A. Services to be Provided. Provided Tenant is not in default, Landlord shall furnish to Tenant, except as noted below, the following utilities and other services:

(1) Electrical service connection;
(2) Exterior Water & Sewer
(4) Maintenance of the Common Areas, including the removal of rubbish (which shall not include tenant dumpsters).
(5) Replacement of all lamps, bulbs, starters and ballasts in the Common Areas as required from time to time as a result of normal usage; and
(6) Repair and maintenance to the extent expressly specified elsewhere in the Lease.

E. Interruption of Services. If any of the Building equipment, plumbing or machinery ceases to function properly for any cause Landlord shall use reasonable diligence to repair the same promptly. Landlord's inability to furnish, to any extent, the Project services set forth in this Section 4, or any cessation thereof resulting from any causes, including without limitation, any entry for repairs pursuant to this Lease, and any renovation, redecoration or rehabilitation of any area of the Building shall not render Landlord liable for damages to either person or property or for interruption or loss to Tenant's business, nor be construed as an eviction of Tenant, nor work an abatement of any portion of Rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. However, in the event that an interruption of the Project services set forth in this Section 4 causes the Premises to be untenantable for a period of at least ten (10) consecutive business days, monthly Rent shall be thereafter abated proportionately.

5. ALTERATIONS AND REPAIRS.

A. Landlord's Consent and Conditions. Tenant shall not make any improvements or alterations to the Premises (the "Work") without in each instance submitting plans and specifications for the Work to Landlord and obtaining Landlord's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Tenant shall pay Landlord's actual costs incurred (not to exceed $2,000) for review of the plans and all other items submitted by Tenant. Landlord will be deemed to be acting reasonably in withholding its consent for any Work which (a) impacts the base structural components or systems of the Building, (b) impacts any other tenant's premises, or (c) is visible from outside the Premises.

Tenant shall reimburse Landlord for actual costs incurred for review of the plans and all other items submitted by Tenant. Tenant shall pay for the cost of all Work. All Work shall become the property of Landlord upon its installation, except for Tenant's trade fixtures and for items which Landlord requires Tenant to remove at Tenant's cost at the termination of the Lease pursuant to Section 5E.

The following requirements shall apply to all Work:

(1) Prior to commencement, Tenant shall furnish to Landlord building permits, certificates of insurance satisfactory to Landlord, and, at Landlord's request, security for payment of all costs.

(2) Tenant shall perform all Work so as to maintain peace and harmony among other contractors serving the Project and shall avoid interference with other work to be performed or services to be rendered in the Project.

(3) The Work shall be performed in a good and workmanlike manner, meeting the standard for construction and quality of materials in the Building, and shall comply with all insurance requirements and all applicable governmental laws, ordinances and regulations ("Governmental Requirements").

(4) Tenant shall perform all Work so as to minimize or, only if possible, prevent disruption to other tenants, and Tenant shall comply with all reasonable requests of Landlord in response to complaints from other tenants.

(5) Tenant shall perform all Work in compliance with Landlord's "Policies, Rules and Procedures for Construction Projects" in effect at the time the Work is performed.

(6) Tenant shall permit Landlord to supervise all Work. Landlord may charge a supervisory fee not to exceed fifteen percent (15%) of labor, material, and all other costs of the Work, solely if Landlord's employees or contractors perform the Work.

(7) Upon completion, Tenant shall furnish Landlord with contractor's affidavits and full and final statutory waivers of liens, as-built plans and specifications, and receipted bills covering all labor and materials, and all other close-out documentation required in Landlord's "Policies, Rules and Procedures for Construction Projects".

B. Damage to Systems. If any part of the mechanical, electrical or other systems in the Premises shall be damaged, Tenant shall promptly notify Landlord, and Landlord shall repair such damage. Landlord may also at any reasonable time make any repairs or alterations which Landlord deems necessary for the safety or protection of the Project, or which Landlord is required to make by any court or pursuant to any Governmental Requirement. Tenant shall at its expense make all other repairs necessary to keep the Premises, and Tenant's fixtures and personal property, in good order, condition and repair; to the extent Tenant fails to do so, Landlord may make such repairs itself. The cost of any repairs made by Landlord on account of Tenant's default, or on account of the misuse or neglect by Tenant or its invitees, contractors or agents anywhere in the Project, shall become Additional Rent payable by Tenant on demand.

C. No Liens. No interest of Landlord, whether personally or in the Premises, or in the underlying Land or the Project of which the Premises is a part, shall be subject to liens for improvements made by Tenant or cause to be made by Tenant hereunder. Further, Tenant shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of Landlord in the Premises or in the Project, and all mechanics, materialmen, contractors, artisans and other parties contracting with Tenant or its representatives or privies as to the Premise or any part of the Premises, are hereby charged with notice that they must look to the Tenant to secure payment of any bill for work done or material furnished or for any other purpose during this Lease Term. Tenant must notify any party they contract with for improvements made or caused to be made by Tenant to the Premises that the Lease precludes any party from claiming liens against the Landlord's interest.

If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to Tenant, then Tenant shall at its expense within ten (10) days thereafter either discharge or contest the lien or claim. If Tenant contests the lien or claim, then Tenant shall (i) within such ten (10) day period, provide Landlord adequate security for the lien or claim, (ii) contest the lien or claim in good faith by appropriate proceedings that operate to stay its enforcement, and (iii) pay promptly any final adverse judgment entered in any such proceeding. If Tenant does not comply with these requirements, Landlord may discharge the lien or claim, and the amount paid, as well as reasonable attorney's fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand.

D. Ownership of Improvements. All Work as defined in this Section 5, partitions, hardware, equipment, machinery and all other improvements and all fixtures built-in or affixed to any part of the Premises, except trade fixtures, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of the Lease or of Tenant's right to possession, or (b) be removed in accordance with Subsection 5E below (unless Landlord at the time it gives its consent to the performance of such construction expressly

waives in writing the right to require such removal). Nothing in this Section D shall be interpreted or construed to include Tenant's computer, telecommunication, network, security, server or other equipment referred to herein which shall at all times be deemed Tenant's trade fixtures, furniture and/or personal property.

E. Removal at Termination. Upon the termination of this Lease or Tenant's right of possession Tenant shall remove from the Project its trade fixtures, furniture, moveable equipment, telecommunication and network cabling or wiring and other personal property, any improvements which Landlord elects shall be removed by Tenant pursuant to Section 5D, and any improvements to any portion of the Project other than the Premises. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. If Tenant does not timely remove such property, then Tenant shall be conclusively presumed to have, at Landlord's election (i) conveyed such property to Landlord without compensation or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any reasonable expenses incurred for disposition.

6. USE OF PREMISES. Tenant shall use the Premises only for use as a municipal court and related administrative activities. Tenant shall not allow any use of the Premises which will negatively affect the cost of coverage of Landlord's insurance on the Project. Tenant shall not allow any inflammable or explosive liquids or materials to be kept on the Premises. Tenant shall not allow any use of the Premises which would cause the value or utility of any part of the Premises to diminish or would interfere with any other tenant or with the operation of the Project by Landlord. Tenant shall not permit any nuisance or waste upon the Premises, or allow any offensive noise or odor in or around the Premises.

If any governmental authority shall deem the Premises to be a "place of public accommodation" under the Americans with Disabilities Act or any other comparable law as a result of Tenant's use, Tenant shall either modify its use to cause such authority to rescind its designation or be responsible for any alterations, structural or otherwise, required to be made to the Building or the Premises under such laws.

7. GOVERNMENTAL REQUIREMENTS AND BUILDING RULES. Tenant shall comply with all Governmental Requirements applying to its use of the Premises. Tenant shall also comply with all reasonable rules established for the Project from time to time by Landlord, provided, no such rules shall materially alter, burden, or restrict Tenant in contradiction to the terms and conditions of this Lease. The present rules and regulations include, but are not limited to, those that are contained in Appendix B. Failure by another tenant to comply with the rules or failure by Landlord to enforce them shall not relieve Tenant of its obligation to comply with the rules or make Landlord responsible to Tenant in any way. Landlord shall use reasonable efforts to apply the rules and regulations uniformly with respect to Tenant and tenants in the Building under leases containing rules and regulations similar to this Lease. In the event of alterations and repairs performed by Tenant, Tenant shall comply with the provisions of Section 5 of this Lease and also Landlord's "Policies, Rules and Regulations for Construction Projects".

8. WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE.

A. Waiver of Claims. Intentionally Deleted.

B. Indemnification. Intentionally Deleted. .

C. Tenant's Insurance. Tenant shall maintain insurance as follows, with such other terms, coverages and insurers, as Landlord shall reasonably require from time to time:

(1) Commercial General Liability Insurance, with (a) Contractual Liability including the indemnification provisions contained in this Lease, (b) a severability of interest endorsement, (c) limits of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate for bodily injury, sickness or death, and property damage, and umbrella coverage of not less than Five Million Dollars ($5,000,000).

(2) Property Insurance Cause of Loss – Special Form ("All Risks") of physical loss covering the full replacement cost (regardless of whom installed or paid for) of all improvements, betterments, fixtures and personal property. Tenant waives all rights of subrogation, and Tenant's property insurance shall include a waiver of subrogation in favor of Landlord.

(3) Workers' compensation or similar insurance in form and amounts required by law, and Employer's Liability with not less than the following limits:

Each Accident $500,000

Disease--Policy Limit	$500,000
Disease--Each Employee	$500,000

Such insurance shall contain a waiver of subrogation provision in favor of Landlord and its agents.

Tenant's insurance shall be primary and not contributory (contributory may also be referred to as excess or umbrella insurance) to that carried by Landlord, its agents, or mortgagee. Tenant agrees that no lack or inadequacy of insurance by Tenant shall in any event make Landlord subject to any claim for any damage to such improvements, betterments, fixtures and personal property regardless of whom installed or paid for. Landlord, and if any, Landlord's building manager or agent and ground lessor or any other entity as required by the Landlord shall be named as additional insureds as respects to insurance required of the Tenant. The company or companies writing any insurance which Tenant is required to maintain under this Lease, as well as the form of such insurance, shall at all times be subject to Landlord's approval, and any such company shall be licensed to do business in the state in which the Building is located. Such insurance companies shall have a A.M. Best rating of A VI or better.

If Tenant fails to provide evidence of insurance required, Landlord will be authorized (but not required) to procure such insurance coverage in the amounts stated with all costs thereof (in addition to a ten percent (10%) administrative fee) to be chargeable to Tenant as Additional Rent and payable within five (5) days of statement from the Landlord.

Tenant shall cause any contractor of Tenant performing work on the Premises to maintain insurance as follows, with such other terms, coverages and insurers, as Landlord shall reasonably require from time to time:

(1) Commercial General Liability Insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of not less than One Million Dollars ($1,000,000) with respect to personal injury, death or property damage.

(2) Workers' compensation or similar insurance in form and amounts required by law, and Employer's Liability with not less than the following limits:

Each Accident	$500,000
Disease--Policy Limit	$500,000
Disease--Each Employee	$500,000

Such insurance shall contain a waiver of subrogation provision in favor of Landlord and its agents.

Tenant's contractor's insurance shall be primary and not contributory to that carried by Tenant, Landlord, their agents or mortgagees. Tenant and Landlord, and if any, Landlord's building manager or agent, mortgagee or ground lessor shall be named as additional insured on Tenant's contractor's insurance policies.

D. Insurance Certificates. Tenant shall deliver to Landlord certificates in an acceptable form to Landlord evidencing all required insurance no later than five (5) days prior to the Commencement Date and each renewal date, or at any other time required by Landlord. Each certificate will provide for thirty (30) days prior written notice of termination or cancellation to Landlord and Tenant.

E. Landlord's Insurance. Landlord shall maintain property insurance, including loss of rents, on the Building, and Commercial General Liability insurance policies covering the common areas of the Building, each with such terms, coverages and conditions that are commercially reasonable and available in the market and are normally carried by reasonably prudent owners of properties similar to the Project. With respect to property insurance.

9. FIRE AND OTHER CASUALTY.

A. Termination. If a fire or other casualty causes substantial damage to the Building or the Premises, Landlord shall engage a registered architect to certify within one (1) month of the casualty to both Landlord and Tenant the amount of time needed to restore the Building and the Premises to tenantability, using standard working methods. If the time needed exceeds twelve (12) months from the beginning of the restoration, or two (2) months therefrom if the restoration would begin during the last twelve (12) months of the Lease, then in the case of the Premises, either Landlord or Tenant may terminate this Lease, and in the case of the Building, Landlord may terminate this Lease, by notice to the other party within ten (10) days after the notifying party's receipt of the architect's certificate. The termination shall be effective thirty (30) days from the date of the notice and Rent shall be paid by Tenant to that date. In addition, Tenant shall receive an abatement for any portion of the Premises which has been untenantable after the casualty which cannot reasonably be used by Tenant for the operation of its business until such

time as the repairs are fully completed and/or possession (with any required CO or TCO) to Tenant has been restored.

B. Restoration. If a casualty causes damage to the Building or the Premises but this Lease is not terminated for any reason, then subject to the rights of any mortgagees or ground lessors, Landlord shall obtain the applicable insurance proceeds and diligently restore the Building and the Premises subject to current Governmental Requirements. Tenant shall replace its damaged improvements, personal property and fixtures. Rent shall be abated on a per diem basis during the restoration for any portion of the Premises which is untenantable, except to the extent that Tenant's negligence caused the casualty.

10. EMINENT DOMAIN. If a part of the Project is taken by eminent domain or deed in lieu thereof which is so substantial that the Premises cannot reasonably be used by Tenant for the operation of its business, then either party may terminate this Lease effective as of the date of the taking. If any substantial portion of the Project is taken without affecting the Premises, then Landlord may terminate this Lease as of the date of such taking. Rent shall abate from the date of the taking in proportion to any part of the Premises taken. The entire award for the taking of any kind shall be paid to Landlord. Tenant may pursue a separate award for its trade fixtures and moving expenses in connection with the taking, but only if such recovery does not reduce the awards payable to Landlord. All obligations accrued to the date of the taking shall be performed by the party liable to perform said obligations, as set forth herein.

11. RIGHTS RESERVED TO LANDLORD.

Landlord may exercise at any time any of the following rights respecting the operation of the Project without liability to the Tenant of any kind, provided, Landlord does not materially interfere with Tenant's access or use of the Premises:

A. Name. To change the name or street address of the Building or the suite number(s) of the Premises.

B. Signs. To install and maintain any signs on the exterior and in the interior of the Building, and to approve at its sole discretion, prior to installation, any of Tenant's signs in the Premises visible from the common areas or the exterior of the Building. No sign shall be installed or maintained on the exterior or interior of the building without Landlord's prior approval, provided Landlord shall not unreasonably withhold, delay or condition consent of any sign on or adjacent to the entry to the Premises identifying the name of Tenant as its occupant provided such sign conforms with the building standard signage.

C. Window Treatments. To approve, at its discretion, prior to installation, any shades, blinds, ventilators or window treatments of any kind, as well as any lighting within the Premises that may be visible from the exterior of the Building or any interior common area.

D. Keys. To retain and use at any time passkeys to enter the Premises or any door within the Premises except to spaces where classified court records are kept. Tenant shall have procedure in place with Landlord and Landlord's property manager to give access to any Premises within one (1) hour's notice in case of an emergency that requires access by Landlord, emergency responder, or contractor authorized by Landlord.

E. Access. To have access to inspect the Premises, on reasonable notice except in the event of an emergency, and to perform its obligations, or make repairs, alterations, additions or improvements, as permitted by this Lease.

F. Preparation for Reoccupancy. To decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant abandons the Premises, without relieving Tenant of any obligation to pay Rent.

G. Heavy Articles. To approve the weight, size, placement and time and manner of movement within the Building of any safe, central filing system or other heavy article of Tenant's property. Tenant shall move its property entirely at its own risk.

H. Show Premises. To show the Premises to prospective purchasers, tenants, brokers, lenders, investors, rating agencies or others at any reasonable time, provided that Landlord gives prior notice to Tenant and does not materially interfere with Tenant's access or use of the Premises. Specifically Landlord may not show Premises during court hours without approval of Tenant that may be reasonably withheld.

I. Relocation of Tenant. Intentionally deleted.

J. Use of Lockbox. To designate a lockbox collection agent for collections of amounts due Landlord. In that case, the date of payment of Rent or other sums shall be the date of the agent's receipt of such payment or the date of actual collection if payment is made in the form of a negotiable instrument thereafter dishonored upon presentment. However, Landlord may reject any payment for all purposes as of the date of receipt or actual collection by mailing to Tenant within 21 days after such receipt or collection a check equal to the amount sent by Tenant.

K. Repairs and Alterations. To make repairs or alterations to the Project and in doing so transport any required material through the Premises, to close entrances, doors, corridors, elevators and other facilities in the Project, to open any ceiling in the Premises, or to temporarily suspend services or use of common areas in the Building. Landlord may perform any such repairs or alterations during ordinary business hours, except that Tenant may require any Work in the Premises to be done after business hours if Tenant pays Landlord for overtime and any other expenses incurred. Landlord may do or permit any work on any nearby building, land, street, alley or way. Any repairs or alterations performed by Landlord shall be effectuated in a manner that has minimal interference with Tenant's access or use of the Premises and Landlord shall take all commercially reasonable steps to ensure such repair or alteration work in the Premises does not exceed ninety (90) days.

L. Landlord's Agents. If Tenant is in default under this Lease, possession of Tenant's funds or negotiation of Tenant's negotiable instrument by any of Landlord's agents shall not waive any breach by Tenant or any remedies of Landlord under this Lease.

M. Building Services. To install, use and maintain through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises.

N. Other Actions. To take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building.

12. TENANT'S DEFAULT.

Any of the following shall constitute an Event of Default by Tenant:

A. Rent Default. Tenant fails to pay any Rent (or any other monetary obligation) when due and fails to cure such default within five (5) days after notice thereof.

B. Assignment/Sublease or Hazardous Substances Default. Tenant defaults in its obligations under Section 17 Assignment and Sublease or Section 28 Hazardous Substances;

C. Other Performance Default. Tenant fails to perform any non-monetary obligation to Landlord under this Lease, and, in the case of only the first two (2) such failures during the Term of this Lease, this failure continues for ten (10) business days after written notice from Landlord, except that if Tenant begins to cure its failure within the ten (10) business day period but cannot reasonably complete its cure within such period, then, so long as Tenant continues to diligently attempt to cure its failure, the ten (10) business day period shall be extended to sixty (60) days, or such lesser period as is reasonably necessary to complete the cure;

D. Credit Default. One of the following credit defaults occurs:

(1) Tenant commences any proceeding under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or seeks appointment of a receiver, trustee, custodian or other similar official for the Tenant or for any substantial part of its property, or any such proceeding is commenced against Tenant and either remains undismissed for a period of sixty (60) days or results in the entry of an order for relief against Tenant which is not fully stayed within seven (7) days after entry;

(2) Tenant becomes insolvent or bankrupt, does not generally pay its debts as they become due, or admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors;

(3) Any third party obtains a levy or attachment under process of law against Tenant's leasehold interest.

E. Vacation or Abandonment Default. Tenant vacates or abandons the Premises.

13. LANDLORD REMEDIES.

Upon the occurrence of an Event of Default:

A. Accelerate Rent. Landlord may accelerate rent due hereunder and may also at its option proceed with any and all of its remedies provided by this Lease. Upon an acceleration, Tenant shall pay to Landlord a sum equal to all rent accrued up to and including the date of termination, plus Landlord's reasonable estimate of the aggregate Rent that would have been payable from the date of termination through the Termination Date, reduced by the rental value of the Premises calculated as of the date of termination for the same period, taking into account anticipated vacancy prior to reletting, reletting expenses and market concessions, both discounted to present value at the rate of five percent (5%) per annum. All such amounts shall be then immediately due and payable upon the termination. If Landlord shall relet any part of the Premises for any part of such period before such present value amount shall have been paid by Tenant or finally determined by a court, then the amount of Rent payable pursuant to such reletting (taking into account vacancy prior to reletting and any reletting expenses or any concessions) shall be deemed to be the reasonable rental value for that portion of the Premises relet during the period of the reletting

B. Termination of Lease or Possession. Landlord may elect by notice to Tenant either to terminate this Lease or to terminate Tenant's possession of the Premises without terminating this Lease. In either case, Tenant shall immediately vacate the Premises and deliver possession to Landlord, and Landlord may repossess the Premises. If Tenant has not removed all personal belongings from the Premises within fifteen (15) days then Landlord May, at Tenant's sole cost, remove any of Tenant's signs and any of its other property, without relinquishing its right to receive Rent or any other right against Tenant.

C. Lease Termination Damages. If Landlord terminates the Lease, Tenant shall pay to Landlord a sum equal to all rent accrued up to and including the date of termination.

D. Possession Termination Damages. If Landlord terminates Tenant's right to possession without terminating the Lease and Landlord takes possession of the Premises itself, Landlord may relet any part of the Premises for such Rent, for such time, and upon such terms as Landlord in its sole discretion shall determine, without any obligation to do so prior to renting other vacant areas in the Building. Any proceeds from reletting the Premises shall first be applied to the expenses of reletting, including redecoration, repair, alteration, advertising, brokerage, legal, and other reasonably necessary expenses. Solely if the reletting proceeds after payment of expenses are insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly upon demand as it becomes due. Any excess proceeds shall be retained by Landlord.

E. Landlord's Remedies Cumulative. All of Landlord's remedies under this Lease shall be in addition to all other remedies Landlord may have at law or in equity. Waiver by Landlord of any breach of any obligation by Tenant shall be effective only if it is in writing and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. Landlord's acceptance of payment by Tenant shall not constitute a waiver of any breach by Tenant, and if the acceptance occurs after Landlord's notice to Tenant, or termination of the Lease or of Tenant's right to possession, the acceptance shall not affect such notice or termination. Acceptance of payment by Landlord after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment. Landlord may advance such monies and take such other actions for Tenant's account as reasonably may be required to cure or mitigate any default by Tenant. Tenant shall immediately reimburse Landlord for any such advance.

F. Waiver of Trial By Jury**.** Intentionally Deleted.

G. Litigation Costs. The prevailing party in any litigation to interpret or enforce this Lease shall be entitled to recover from the other party, its reasonable attorneys' fees, appellate fees and other costs. In addition, Landlord shall be entitled to recover its reasonable legal fees in enforcing this Lease, whether or not suit is filed.

14. SURRENDER. Upon termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in good order and condition, ordinary wear and tear, casualty or taking (in the event of eminent domain) excepted. If Landlord requires Tenant to remove any alterations, then Tenant shall remove the alterations in a good and workmanlike manner and restore the Premises to its condition prior to their installation.

15. HOLDOVER. Tenant shall have no right to holdover possession of the Premises after the expiration or termination of this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. If Tenant retains possession of any part of the Premises after the Term, Tenant shall become a month-to-month tenant for the entire Premises upon all of the terms of this Lease as might be applicable to such month-to-month tenancy, except that Tenant shall pay all of

Base Rent, Operating Expense Share Rent at double the rate in effect immediately prior to such holdover, computed on a monthly basis for each full or partial month Tenant remains in possession. No acceptance of Rent or other payments by Landlord under these holdover provisions shall operate as a waiver of Landlord's right to regain possession or any other of Landlord's remedies.

16. SUBORDINATION TO GROUND LEASES AND MORTGAGES.

A. Subordination. This Lease shall be subordinate to any present or future ground lease or mortgage respecting the Project, and any amendments to such ground lease or mortgage, at the election of the ground lessor or mortgagee as the case may be. The subordination shall be self-operative and no further instrument of subordination shall be required, but at the request of Landlord or ground lessor or mortgagee, Tenant shall within ten (10) days of the request, execute and deliver to the requesting party any reasonable documents provided to evidence the subordination and reasonable non-disturbance language insuring no default by Landlord to mortgagee or ground lessor shall affect Tenant's interest in the Lease unless and until an Event of Default has occurred under the Lease. Any mortgagee has the right, at its option, to subordinate its mortgage to the terms of this Lease, without notice to, nor the consent of, Tenant.

B. Termination of Ground Lease or Foreclosure of Mortgage. If any ground lease is terminated or mortgage foreclosed or deed in lieu of foreclosure given and the ground lessor, mortgagee, or purchaser at a foreclosure sale shall thereby become the owner of the Project, Tenant shall attorn to such ground lessor or mortgagee or purchaser without any deduction or setoff by Tenant, and this Lease shall continue in effect as a direct lease between Tenant and such ground lessor, mortgagee or purchaser. The ground lessor or mortgagee or purchaser shall be liable as Landlord only during the time such ground lessor or mortgagee or purchaser is the owner of the Project. At the request of Landlord, ground lessor or mortgagee, Tenant shall execute and deliver within ten (10) days of the request any document furnished by the requesting party to evidence Tenant's agreement to attorn.

C. Security Deposit. Any ground lessor or mortgagee shall be responsible for the return of any security deposit by Tenant only to the extent the security deposit is received by such ground lessor or mortgagee.

D. Notice and Right to Cure. The Project is subject to any ground lease and mortgage identified with name and address of ground lessor or mortgagee in Appendix D to this Lease (as the same may be amended from time to time by written notice to Tenant). Tenant agrees to send by registered or certified mail to any ground lessor or mortgagee identified either in such Appendix or in any later notice from Landlord to Tenant a copy of any notice of default sent by Tenant to Landlord. If Landlord fails to cure such default within the required time period under this Lease, but ground lessor or mortgagee begins to cure within ten (10) days after such period and proceeds diligently to complete such cure, then ground lessor or mortgagee shall have such additional time as is necessary to complete such cure, including any time necessary to obtain possession if possession is necessary to cure, and Tenant shall not begin to enforce its remedies so long as the cure is being diligently pursued.

E. Definitions. As used in this Section 16, "mortgage" shall include "deed of trust" and/or "trust deed" and "mortgagee" shall include "beneficiary" and/or "trustee", "mortgagee" shall include the mortgagee of any ground lessee, and "ground lessor", "mortgagee", and "purchaser" at a foreclosure sale shall include, in each case, all of its successors and assigns, however remote.

17. ASSIGNMENT AND SUBLEASE.

A. In General. Tenant shall not, without the prior consent of Landlord in each case, (i) make or allow any assignment or transfer, by operation of law or otherwise, of any part of Tenant's interest in this Lease, (ii) grant or allow any lien or encumbrance, by operation of law or otherwise, upon any part of Tenant's interest in this Lease, (iii) sublet any part of the Premises, or (iv) permit anyone other than Tenant and its employees to occupy any part of the Premises. Tenant shall remain primarily liable for all of its obligations under this Lease, notwithstanding any assignment or transfer. No consent granted by Landlord shall be deemed to be a consent to any subsequent assignment or transfer, lien or encumbrance, sublease or occupancy. Tenant shall pay all of Landlord's reasonable attorneys' fees and other expenses incurred in connection with any consent requested by Tenant or in reviewing any proposed assignment or subletting. Any assignment or transfer, grant of lien or encumbrance, or sublease or occupancy without Landlord's prior written consent (which shall not be unreasonably withheld, delayed or conditioned) shall be void. If Tenant shall assign this Lease or sublet the Premises in its entirety any rights of Tenant to renew this Lease, extend the Term or to lease additional space in the Project shall be extinguished thereby and will not be transferred to the assignee or subtenant, all such rights being personal to the Tenant named herein.

B. Landlord's Consent. Landlord will not unreasonably withhold its consent to any proposed assignment or subletting. It shall be reasonable for Landlord to withhold its consent to any assignment or sublease if (i) Tenant is in default under this Lease, (ii) the proposed assignee or sublessee is a tenant in the Project or an affiliate of such a tenant or a party that Landlord has identified as a prospective tenant in the Project, (iii) the financial responsibility, nature of business, and character of the proposed assignee or subtenant are not all reasonably satisfactory to Landlord, (iv) in the reasonable judgment of Landlord the purpose for which the assignee or subtenant intends to use the Premises (or a portion thereof) is not in keeping with Landlord's standards for the Building or are in violation of the terms of this Lease or any other leases in the Project, (v) the proposed assignee or subtenant is a government entity, or (vi) the proposed assignment is for less than the entire Premises or for less than the remaining Term of the Lease. The foregoing shall not exclude any other reasonable basis for Landlord to withhold its consent.

C. Procedure. Tenant shall notify Landlord of any proposed assignment or sublease at least thirty (30) days prior to its proposed effective date. The notice shall include the name and address of the proposed assignee or subtenant, its corporate affiliates in the case of a corporation and its partners in a case of a partnership, an execution copy of the proposed assignment or sublease, and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed assignee or subtenant. As a condition to any effective assignment of this Lease, the assignee shall execute and deliver in form satisfactory to Landlord at least fifteen (15) days prior to the effective date of the assignment, an assumption of all of the obligations of Tenant under this Lease. As a condition to any effective sublease, subtenant shall execute and deliver in form satisfactory to Landlord at least fifteen (15) days prior to the effective date of the sublease, an agreement to comply with all of Tenant's obligations under this Lease, and at Landlord's option, an agreement (except for the economic obligations which subtenant will undertake directly to Tenant) to attorn to Landlord under the terms of the sublease in the event this Lease terminates before the sublease expires.

D. Change of Management or Ownership. Any transfer of the direct or indirect power to affect the management or policies of Tenant or direct or indirect change in 25% or more of the ownership interest in Tenant shall constitute an assignment of this Lease.

E. Excess Payments. If Tenant shall assign this Lease or sublet any part of the Premises for consideration in excess of the pro-rata portion of Rent applicable to the space subject to the assignment or sublet, then Tenant shall pay to Landlord as Additional Rent 50% of any such excess immediately upon receipt.

F. Recapture. Landlord may, by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice of assignment or subletting, terminate this Lease with respect to the space described in Tenant's notice, as of the effective date of the proposed assignment or sublease and all obligations under this Lease as to such space shall expire except as to any obligations that expressly survive any termination of this Lease.

18. CONVEYANCE BY LANDLORD. If Landlord shall at any time transfer its interest in the Project or this Lease, Landlord shall be released of any obligations occurring after such transfer, except the obligation to return to Tenant any security deposit not delivered to its transferee, and Tenant shall look solely to Landlord's successors for performance of such obligations. This Lease shall not be affected by any such transfer.

19. ESTOPPEL CERTIFICATE. Each party shall, within seven (7) days of receiving a request from the other party, execute, acknowledge in recordable form, and deliver to the other party or its designee a certificate stating, subject to a specific statement of any applicable exceptions, that the Lease as amended to date is in full force and effect, that the Tenant is paying Rent and other charges on a current basis, and that to the best of the knowledge of the certifying party, the other party has committed no uncured defaults and has no offsets or claims. The certifying party may also be required to state the date of commencement of payment of Rent, the Commencement Date, the Termination Date, the Base Rent, the current Operating Expense Share Rent estimates, the status of any improvements required to be completed by Landlord, the amount of any security deposit, and such other matters as may be reasonably requested. Failure to deliver such statement within the time required shall be conclusive evidence against the non-certifying party that this Lease, with any amendments identified by the requesting party, is in full force and effect, that there are no uncured defaults by the requesting party, that not more than one month's Rent has been paid in advance, that the non-certifying party has not paid any security deposit, and that the non-certifying party has no claims or offsets against the requesting party.

20. SECURITY DEPOSIT. Tenant shall deposit with Landlord on the date of this Lease, security for the performance of all of its obligations in the amount set forth on the Schedule. If Tenant defaults under this Lease, Landlord may use any part of the Security Deposit to make any defaulted

payment, to pay for Landlord's cure of any defaulted obligation, or to compensate Landlord for any loss or damage resulting from any default. To the extent any portion of the deposit is used, Tenant shall within five (5) business days after demand from Landlord restore the deposit to its full amount. Landlord may keep the Security Deposit in its general funds and shall not be required to pay interest to Tenant on the deposit amount. If Tenant shall perform all of its obligations under this Lease and return the Premises to Landlord at the end of the Term, Landlord shall return all of the remaining Security Deposit to Tenant within thirty (30) days after the end of the Term. The Security Deposit shall not serve as an advance payment of Rent or a measure of Landlord's damages for any default under this Lease.

If Landlord transfers its interest in the Project or this Lease, Landlord may transfer the Security Deposit to its transferee. Upon such transfer, Landlord shall have no further obligation to return the Security Deposit to Tenant, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee.

21. FORCE MAJEURE. Neither Landlord nor Tenant shall not be in default under this Lease to the extent such party is unable to perform any of its obligations on account of any strike or labor problem, energy shortage, governmental pre-emption or prescription, national emergency, or any other cause of any kind beyond the reasonable control of such party, other than the timely payment of Rent by Tenant ("Force Majeure").

22. TENANT'S PERSONAL PROPERTY AND FIXTURES. Intentionally Deleted.

23. SIGNS. Without Landlord's prior written permission, Tenant will not attach any sign on any part of the outside of the Premises, the Building or anywhere in the Project or in the halls, lobbies, windows, or elevator banks of the Building. Signage will be conditioned upon the approval of the governing Association of which Landlord cannot make any guarantees. Permitted signs will comply with the requirements of the governmental authorities having jurisdiction over the Building. All signage installed by Tenant will be installed, operated, maintained, repaired and removed at Tenant's sole cost and expense. Tenant, at Tenant's sole cost and expense may add its name and logo to monument signage of Building 1000.

24. NOTICES. All notices, consents, approvals and similar communications to be given by one party to the other under this Lease, shall be given in writing, mailed or personally delivered as follows:

A. Landlord. To Landlord as follows:

Savlan Capital, LLC
c/o Cushman Wakefield
721 Emerson Rd., Suite 300
St. Louis, MO 63141

or to such other person at such other address as Landlord may designate by notice to Tenant.

1. Tenant. To Tenant as follows:

Court Administrator
City of South Fulton Municipal Court
5440 Fulton Industrial Blvd, SW
Atlanta, Georgia 30336

or to such other person at such other address as Tenant may designate by notice to Landlord.

Mailed notices shall be sent by United States certified or registered mail, return receipt requested or by a reputable national overnight courier service, postage prepaid. Mailed notices shall be deemed to have been given on the earlier of actual delivery or three (3) business days after posting in the United States mail in the case of registered or certified mail, and one (1) business day in the case of overnight courier.

25. QUIET POSSESSION. So long as Tenant shall perform all of its obligations under this Lease, Tenant shall enjoy peaceful and quiet possession of the Premises against any party claiming by or through the Landlord.

26. REAL ESTATE BROKER. Tenant represents to Landlord that Tenant has not dealt with any real estate broker with respect to this Lease except for any broker(s) listed in the Schedule, and no other broker is in any way entitled to any broker's fee or other payment in connection with this Lease through Tenant.

27. MISCELLANEOUS.

A. Successors and Assigns. Subject to the limits on Tenant's assignment contained in Section 17, the provisions of this Lease shall be binding upon and inure to the benefit of all successors and assigns of Landlord and Tenant.

B. Meaning of "Landlord", "Re-Entry, "including" and "Affiliate". The term "Landlord" means only the owner of the Project and the lessor's interest in this Lease from time to time. The words "re-entry" and "re-enter" are not restricted to their technical legal meaning. The words "including" and similar words shall mean "without limitation." The word "affiliate" shall mean a person or entity controlling, controlled by or under common control with the applicable entity. "Control" shall mean the power directly or indirectly, by contract or otherwise, to direct the management and policies of the applicable entity.

C. Time of the Essence. Time is of the essence of each provision of this Lease.

D. No Option. This document shall not be effective for any purpose until it has been executed and delivered by both parties; execution and delivery by one party shall not create any option or other right in the other party.

E. Severability. The unenforceability of any provision of this Lease shall not affect any other provision.

F. Governing Law. This Lease shall be governed in all respects by the laws of the county in which the Project is located, without regard to the principles of conflicts of laws.

G. Lease Modification. Tenant agrees to modify this Lease in any way requested by a mortgagee which does not cause increased expense to Tenant or otherwise materially adversely affect Tenant's interests under this Lease.

H. No Oral Modification. No modification of this Lease shall be effective unless it is a written modification signed by both parties.

I. Landlord's Right to Cure. If Landlord breaches any of its obligations under this Lease, Tenant shall notify Landlord in writing and shall take no action respecting such breach so long as Landlord promptly begins to cure the breach and diligently pursues such cure to its completion. Landlord may cure any default by Tenant; any expenses incurred shall become Additional Rent due from Tenant on demand by Landlord.

J. Captions. The captions used in this Lease shall have no effect on the construction of this Lease.

K Authority/Asset Manager. Landlord as the Asset Manager of the Project has full power and authority to execute and perform this Lease on behalf of the owners of the Project, Savlan CC Property LLC, Elul CC LLC and Shevat CC LLC. Tenant represents that it has full power and authority to execute and perform this Lease.

L. Landlord's Enforcement of Remedies. Landlord may enforce any of its remedies under this Lease either in its own name or through an agent.

M. Entire Agreement. This Lease, together with all Appendices, constitutes the entire agreement between the parties. No representations or agreements of any kind have been made by either party which are not contained in this Lease.

N. Landlord's Title. Landlord's title shall always be paramount to the interest of the Tenant, and nothing in this Lease shall empower Tenant to do anything which might in any way impair Landlord's title.

O. Light and Air Rights. Landlord does not grant in this Lease any rights to light and air in connection with Project. Landlord reserves to itself, the Land, the Building below the improved floor of each floor of the Premises, the Building above the ceiling of each floor of the Premises, the exterior of the Premises and the areas on the same floor outside the Premises, along with the areas within the Premises required for the installation and repair of utility lines and other items required to serve other tenants of the Building.

P. Singular and Plural. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. For example, if at any time two parties shall constitute Landlord or Tenant, then the relevant term shall refer to both parties together.

Q. No Recording by Tenant. Tenant may record in a memorandum of Lease. R. Exclusivity. Landlord does not grant to Tenant in this Lease any exclusive right except the right to occupy its Premises.

S. No Construction Against Drafting Party. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease.

T. Survival. All obligations of Landlord and Tenant under this Lease shall survive the termination of this Lease.

U. Rent Not Based on Income. No rent or other payment in respect of the Premises shall be based in any way upon net income or profits from the Premises. Tenant may not enter into or permit any sublease or license or other agreement in connection with the Premises which provides for a rental or other payment based on net income or profit.

V. Building Manager and Service Providers. Landlord may perform any of its obligations under this Lease through its employees or third parties hired by the Landlord.

28. UNRELATED BUSINESS INCOME. If Landlord is advised by its counsel at any time that any part of the payments by Tenant to Landlord under this Lease may be characterized as unrelated business income under the United States Internal Revenue Code and its regulations, then Tenant shall enter into any amendment proposed by Landlord to avoid such income, so long as the amendment does not require Tenant to make more payments or accept fewer services from Landlord, than this Lease provides.

29. HAZARDOUS SUBSTANCES. Tenant shall not cause or permit any Hazardous Substances to be brought upon, produced, stored, used, discharged, or disposed of in or near the Project unless Landlord has consented to such storage or use in its sole discretion. "Hazardous Substances" include those hazardous substances described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any other applicable federal, state or local law, and the regulations adopted under these laws. If any lender or governmental agency shall require testing for Hazardous Substances in the Premises, Tenant shall pay for such testing.

30. EXCULPATION. Landlord shall have no personal liability under this Lease; its liability shall be limited to its interest in the Project, and shall not extend to any other property or assets of the Landlord. In no event shall any officer, director, employee, agent, shareholder, partner, member or beneficiary of Landlord be personally liable for any of Landlord's obligations hereunder.

31. TENANT PARKING.

A. General. As long as Tenant is not in default under this Lease, Landlord will provide Tenant during the Lease Term parking spaces in the surface parking area, for the number of automobiles set forth in the Schedule. Tenant and Tenant's principals, employees, guests and visitors shall have the right, on a nonexclusive basis, to use twenty-six (26) parking spots in the ground level parking areas surrounding the Building. Tenant will have the right to four (4) exclusive, assigned parking spaces, of which at least two (2) will be located in the back of the Building 1800.

B. Reservations. Landlord has and reserves the right to alter the methods used to control parking and the right to establish such controls and rules and regulations (such as parking stickers to be affixed to vehicles) regarding parking that Landlord may deem desirable. Without liability, Landlord will have the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of the offending Tenant and/or owner of the vehicle.

C. Conditions. Tenant's right to use, and its right to permit its principals and guests to use, the parking facilities pursuant to this Lease are subject to the following conditions: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or access thereto; (ii) Landlord has no obligation to provide a parking lot attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant hereby agreeing to bear the risk of loss for same; (iii) Tenant, its agent, employees and invitees, shall park their automobiles and other vehicles only where and as designated from time to time by Landlord within the parking area; and (iv) if and when so requested by Landlord, Tenant shall furnish Landlord with the license numbers of any vehicles of Tenant, its agents and employees.

32. USA PATRIOT ACT AND PROHIBITED PERSONS. Tenant and Landlord (each, a "Representing Party") each represents and warrants to the other that: (a) neither the Representing Party nor

any person or entity who directly owns a ten percent (10%) or greater equity interest in it, nor any of its officers, directors or managing members, is a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on the Office of Foreign Asset Control's "Specially Designated Nationals and Blocked Persons" list, found at http://www.treas.gov/offices/enforcement/ofac) or under any statute, Executive Order (including Executive Order 13224 signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; and (b) the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time). Each Representing Party covenants that, throughout the Lease Term, it shall comply with Executive Order 13224 and with the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 and the regulations or orders promulgated thereunder (as amended from time to time).

33. MULTIPLE COUNTERPARTS. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

34. FACSIMILE OR PDF TRANSMISSION. This document may be signed by facsimile or as a PDF document. A copy of this Lease may be used as the original document.

Landlord and Tenant have carefully read and reviewed this Lease and each term and provision contained herein (inclusive of any Rider, Guaranty, and exhibits attached hereto), and by execution of this Lease, show their informed and voluntary consent thereto. The parties hereby agree that at the time this Lease is executed, the terms of this lease are commercially reasonable and effectuate the intent and purpose of Landlord and Tenant with respect to the Premises. No provision of this Lease shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Lease; both parties, having fully participated in the negotiation of this Lease, hereby agree that this Lease shall not be subject to the principle that a contract would be construed against the party which drafted the same.

35. Option to Renew. This Lease shall automatically renew for four (4) additional terms of one (1) years; provided, however, that no Event of Default shall exist at the time of such option or at the time the Renewal Term would begin, unless written notice is given by the Tenant to the Landlord of its intention to terminate the lease at least one hundred twenty (120) days prior to the expiration of this Lease and the Early Termination Fee is paid to Landlord within twenty (20) days of Tenant's notice to Landlord. During each renewal term, all the terms and provision of this Lease shall apply to said four (4) one (1) year extensions, except that (i) the original term of this Lease may not be renewed more often than as set forth above, (ii) Landlord shall have no obligation to install improvements in the Premises, and (iii) the annual Base Rental for such renewal periods shall continue as set forth for renewal option terms in Section 14 of the Schedule in this Lease. Tenant shall pay to Landlord the Early Termination Fee (as hereafter defined). Tenant shall continue to pay all Base Rental and other amounts owed under this Lease until and including the termination date. The "Early Termination Fee" shall equal the sum of all of Landlord's unamortized transaction costs including any broker commission, Leasehold Improvement Costs, free rent, and any other lease incentives actually paid by Landlord related to this Lease, and all of which shall be amortized over 60 months with 8% interest.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease.

LANDLORD:

_____
Witness

By: _____

_____
Witness

Date: _____

TENANT:

_____
Clerk

By: _____

Print Name: _____

Title: _____

_____
City Attorney

Date: _____

00120383 2

APPENDIX A

PLAN OF THE PREMISES

The above plan is representative of the outline of the Premises and is not to be construed as being a representation of the improvements within the outlined areas. All room sizes are approximate.

APPENDIX B

LEGAL DESCRIPTION OF BUILDING PARCEL

PARCEL 4 OF TRACT I (1800 CENTRE PARKWAY):

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1, 14FF DISTRICT, CITY OF EAST POINT, FULTON COUNTY, GEORGIA, AND BEING LOT 3 (SITE F2) CONTAINING 3.613 ACRES, AS SHOWN ON THAT CERTAIN FINAL PLAT FOR CAMP CREEK BUSINESS CENTER – UNIT 4, AS CERTIFIED BY GEORGIA H. PINION, GEORGIA REGISTERED LAND SURVEYOR NO. 1606 OF MCKIM & CREED, DATED FEBRUARY 3, 2009, FILED FOR RECORD NOVEMBER 28, 2010, AND RECORDED IN PLAT BOOK 353, PAGE 30, FULTON COUNTY, GEORGIA RECORDS.

APPENDIX C

RULES AND REGULATIONS

1. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may, in Landlord's reasonable judgment, appear unsightly from outside of the Project.

2. The Project directory shall be available to Tenant solely to display names and their location in the Project, which display shall be as directed by Landlord.

3. The sidewalks, halls, passages, exits, entrances, elevators, and stairways shall not be obstructed by Tenant or used by Tenant for any purposes other than for ingress to and egress from the Premises. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition and shall move all supplies, furniture and equipment as soon as received directly to the Premises and move all such items and waste being taken from the Premises (other than waste customarily removed by employees of the Building) directly to the shipping platform at or about the time arranged for removal therefrom. The halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and Landlord shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Project. Neither Tenant nor any employee or invitee of Tenant shall go upon the roof of the Project.

4. The toilet rooms, urinals, wash bowls and other apparatuses shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by Tenant or its employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Tenant.

5. Tenant shall not cause any unnecessary janitorial labor or services by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness.

6. Tenant shall not install or operate any refrigerating, heating or air conditioning apparatus, or carry on any mechanical business without the prior written consent of Landlord; use the Premises for housing, lodging or sleeping purposes; or permit preparation or warming of food in the Premises (warming of coffee and individual meals with employees and guests excepted). Tenant shall not occupy or use the Premises or permit the Premises to be occupied or used for any purpose, act or thing which is in violation of any Governmental Requirement or which may be dangerous to persons or property. The foregoing does not include use of any refrigerator used to store food installed within the Premises.

7. Tenant shall not bring upon, use or keep in the Premises or the Project any kerosene, gasoline or inflammable or combustible fluid or material, or any other articles deemed hazardous to persons or property, or use any method of heating or air conditioning other than that supplied by Landlord.

8. Landlord shall have sole power to direct electricians as to where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

9. Upon termination of the lease, Tenant shall deliver to Landlord all keys and passes for offices, rooms, parking lot and toilet rooms which shall have been furnished Tenant.

10. Tenant shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord.

11. Tenant shall cause all doors to the Premises to be closed and securely locked and shall turn off all utilities, lights and machines (excluding computers, printers, servers, telecommunication, security (including cameras) before leaving the Project at the end of the day.

12. Intentionally Deleted.

13 Tenant shall cooperate fully with Landlord to assure the most effective operation of the Premises' or the Project's heating and air conditioning, and shall refrain from attempting to adjust any controls, other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed.

14. Tenant assumes full responsibility for protecting the Premises from theft, robbery, and pilferage, which may arise from a cause other than Landlord's negligence, which includes keeping doors locked and other means of entry to the Premises closed and secured.

15. Peddlers, solicitors, and beggars shall be reported to the office of the Project or as Landlord otherwise requests.

16. Tenant shall not advertise the business, profession or activities of Tenant conducted in the Project in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession, or activities.

17. No vehicle and no animals or pets shall be allowed in the Premises, halls, freight docks, or any other parts of the Building, other than service animals in the company of their handlers or as specifically mandated by applicable law. Tenant shall not make or permit any noise, vibration or odor to emanate from the Premises, or do anything therein tending to create, or maintain, a nuisance, or do any act tending to injure the reputation of the Building.

18. Intentionally Deleted.

19. Tenant shall not do or permit the manufacture, sale, purchase, use or gift of any fermented, intoxicating, or alcoholic beverages without obtaining written consent of Landlord.

21. Tenant shall not disturb the quiet enjoyment of any other tenant.

22. Landlord may retain a pass key to the Premises and be allowed admittance thereto at all times to enable its representatives to examine the Premises from time to time and to exhibit the same and within ninety (90) days prior to Lease termination, Landlord may place and keep on the windows and doors of the Premises at any time signs advertising the Premises for Rent.

23. No equipment, mechanical ventilators, awnings, special shades or other forms of window covering shall be permitted either inside or outside the windows of the Premises without the prior written consent of Landlord, and then only at the expense and risk of Tenant, and they shall be of such shape, color, material, quality, design and make as may be approved by Landlord.

24. Tenant shall not during the term of this Lease canvas or solicit other tenants of the Building for any purpose.

25. Tenant shall not install or operate any phonograph, musical or sound- producing instrument or device, radio receiver or transmitter, TV receiver or transmitter, or similar device in the Building, nor install or operate any antenna, aerial, wires or other equipment inside or outside the Building, nor operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere, without in each instance the prior written approval of Landlord. The use thereof, if permitted, shall be subject to control by Landlord to the end that others shall not be disturbed.

26. Tenant shall promptly remove all rubbish and waste from the Premises.

27. Tenant shall not exhibit, sell or offer for sale, Rent or exchange in the Premises or at the Project any article, thing or service, except those ordinarily embraced within the use of the Premises specified in Section 6 of this Lease, without the prior written consent of Landlord.

28. Tenant shall list all furniture, equipment, and similar articles Tenant desires to remove from the Premises or the Building and deliver a copy of such list to Landlord and procure a removal permit from the Office of the Building authorizing Building employees to permit such articles to be removed.

29. Tenant shall not overload any floors in the Premises or any public corridors or elevators in the Building.

30. Tenant shall not do any painting in the Premises, or mark, paint, cut or drill into, drive nails or screws into, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Landlord.

31. Whenever Landlord's consent, approval or satisfaction is required under these Rules, then unless otherwise stated, any such consent, approval or satisfaction must be obtained in advance, such consent or approval may be granted or withheld in Landlord's sole discretion, and Landlord's satisfaction shall be determined in its sole judgment.

32. Tenant and its employees shall cooperate in all fire drills conducted by Landlord in the Building.

33. The Landlord reserves the right to rescind, alter, waive, or add to any rule or regulation at any time prescribed for the Building when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interest of the Tenants, and no alteration or waiver of any rule or regulation in favor of one Tenant shall operate as an alteration or waiver in favor of any other Tenant. The Landlord shall not be responsible to any Tenant for the non-observance or violation by any other Tenant of any of the rules and regulations at any time prescribed for the Building. Provided any new rule under this Section 33 is not inconsistent with the terms of Tenant’s Lease except with the written consent of the Tenant.

APPENDIX D

TENANT IMPROVEMENT AGREEMENT

1. INITIAL IMPROVEMENTS. Landlord shall cause to be performed the improvements using building standard finishes (the "Initial Improvements") in the Premises in accordance with the plan as shown on Appendix D-1 (the "Approved Space Plan"). The Initial Improvements shall be performed at the Landlord's cost.

2. SPACE PLAN. The space plan approved by both Landlord and Tenant, and any revisions thereto, which may be approved by both Landlord and Tenant, are hereinafter referred to as the "Approved Space Plan" and are attached as Addendum D-1.

3. CHANGE ORDERS. If, prior to the Rent Commencement Date, Tenant shall require improvements or changes (individually or collectively, "Change Orders") to the Premises in addition to, revision of, or substitution for the Initial Improvements, Tenant shall deliver to Landlord for its approval specifications for such Change Orders setting forth any increase in the costs as a result of the change sought by Tenant, specifically including, without limitation, any change in the cost of the Work, changes in the contractor's fees, architectural and engineering fees, Landlord's construction coordination fee referred to below, and any increased cost due to delays in construction of any aspect of the Work on account of the change sought by Tenant. the Change Order shall also set forth the anticipated delay, if any, in the substantial completion of the leasehold improvements on account of the change sought by Tenant. If Landlord does not approve of the Change Orders, Landlord shall advise Tenant within ten (10) days of a Change Order request. If Landlord approves the Change Order and Tenant fails to execute and approve the Change Order within five business days following delivery of the Change Order by Landlord to Tenant, Tenant shall be deemed to have withdrawn the proposed change and it shall not be implemented by Landlord. If Tenant executes the Change Order within the five business day period, Landlord shall implement the change and the Tenant shall have agreed to pay the costs set forth in the Change Order.

4. RENT COMMENCEMENT DATE DELAY. Rent Commencement Date shall be delayed until the Initial Improvements have been substantially completed (the "Completion Date"), except to the extent that the delay shall be caused by any one or more of the following (a "Tenant Delay"):

(a) Tenant's request for Change Orders whether or not any such Change Orders are actually performed; or
(b) Contractor's performance of any Change Orders; or
(c) Tenant's request for materials, finishes or installations requiring unusually long lead times; or
(d) Tenant's delay in reviewing, revising or approving plans and specifications beyond the periods set forth herein; or
(e) Tenant's delay in providing information critical to the normal progression of the project. Tenant shall provide such information as soon as reasonably possible, but in no event longer than one week after receipt of such request for information from the Landlord; or
(f) Tenant's delay in making payments to Landlord for costs of the Initial Improvements and/or Change Orders in excess of the Landlord's Contribution; or
(g) Any other act or omission by Tenant, its agents, contractors or persons employed by any of such persons.

If the Rent Commencement Date is delayed for any reason, then Landlord shall cause Landlord's Architect to certify the date on which the Initial Improvements would have been completed but for such Tenant Delay or were in fact completed without any Tenant Delay.

Landlord shall, subject to any Tenant Delays and force majeure events as set forth in the Lease, use diligence to complete the leasehold Improvements as soon as commercially reasonable buy Landlord shall not be liable in any manner whatsoever for its failure to do so by any particular date except as otherwise specifically set forth in the Lease.

5. ACCESS BY TENANT PRIOR TO COMMENCEMENT OF TERM. Except as hereinafter provided, neither Tenant nor its agents, employees, invitees or independent contractors shall enter the Premises during construction of the Leasehold Improvements thereto. Tenant shall designate in writing the person whom Tenant desires to Act and Tenant's Construction Agent for the purposes of acting on behalf of Tenant under this Work Letter. Tenant's Construction Agent shall have the right from time to time to inspect the Premises during the course of the Leasehold Improvements thereto provided Tenant's Construction Agent shall make a prior appointment with Landlord and/or its contractor at a mutually convenient time.

Landlord at its discretion may permit Tenant and its agents to enter the Premises prior to the Commencement Date to prepare the Premises for Tenant's use and occupancy. Any such permission shall constitute a license only, conditioned upon Tenant's:

(a) working in harmony with Landlord and Landlord's agents, contractors, workmen, mechanics and suppliers and with other tenants and occupants of the Building;

(b) obtaining in advance Landlord's approval of the contractors proposed to be used by Tenant and depositing with Landlord in advance of any work (i) security satisfactory to Landlord for the completion thereof, and (ii) the contractor's affidavit for the proposed work and the waivers of lien from the contractor and all subcontractors and suppliers of material; and

(c) furnishing Landlord with such insurance as Landlord may require against liabilities which may arise out of such entry.

Landlord shall have the right to withdraw such license for any reason upon twenty-four (24) hours' written notice to Tenant. Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's property or installations in the Premises prior to the Commencement Date. Any entry and occupation permitted under this Section shall be governed by Section 5 and all other terms of the Lease.

6. SUBSTANTIAL COMPLETION. Landlord shall notify Tenant of the date of "Substantial Completion" of the Leasehold improvements at least five (5) days prior thereto. As used herein, Substantial Completion shall mean the time when, with the exception of minor punch list items, the Leasehold Improvements shall have been substantially completed in accordance with the final plans therefor, all mechanical systems serving or affecting the Premises shall then be in working order and a temporary or permanent certificate of occupancy shall have been issued by the local governmental authority. Landlord and Tenant shall thereupon set a mutually convenient time for Tenant's Construction Agent and Landlord or Landlord's consultant to inspect the Premises. In the event Tenant shall fail to confer with Landlord within five (5) business days of Landlord's notice setting forth the date of Substantial Completion, the Leasehold Improvements shall be deemed completed and satisfactory in all respects.

7. MISCELLANEOUS. Terms used in this Appendix D shall have the meanings assigned to them in the Lease. The terms of this Appendix D are subject to the terms of the Lease.

APPENDIX D-1

APPROVED SPACE PLAN

APPENDIX E

MORTGAGES CURRENTLY AFFECTING THE PROJECT

1. Loan with TIAA FNC 10785 Willows Rd. NE, Suite 200, Redwood, WA 98052, Attn: Lisa Kennedy

APPENDIX F

RENT COMMENCEMENT DATE CONFIRMATION

Landlord:

Tenant:

This Rent Commencement Date Confirmation is made by Landlord and Tenant pursuant to that certain Lease dated as of _____, 20__ (the "Lease") for certain premises known as Suite ____ in the building commonly known as **Camp Creek Business Park** (the "Premises"). This Confirmation is made pursuant to Item 9 of the Schedule to the Lease.

1. Rent Commencement Date, Termination Date. Landlord and Tenant hereby agree that the Rent Commencement Date of the Lease is _____, 20__, and the Termination Date of the Lease is _____, _____.

2. Acceptance of Premises. Tenant has inspected the Premises and affirms that the Premises is acceptable in all respects in its current "as is" condition.

3. Incorporation. This Confirmation is incorporated into the Lease and forms an integral part thereof. This Confirmation shall be construed and interpreted in accordance with the terms of the Lease for all purposes.

TENANT:

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:50 p.m. Request Council Approval Of A Resolution Creating A South Fulton City Hall Building Fund And An Annual Allotment To The Fund From The General Fund

DATE: February 28, 2023

SUBJECT: 5:50 p.m. Request Council Approval Of A Resolution Creating A South Fulton City Hall Building Fund And An Annual Allotment To The Fund From The General Fund

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City Hall Building Fund (2023)	Cover Memo	2/24/2023
COSF Memorandum FIS Creating a South Fulton City Hall Building Fund Resolution	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RESOLUTION NO. 2023-0XX**

A RESOLUTION CREATING A SOUTH FULTON CITY HALL BUILDING FUND AND AN ANNUAL ALLOTMENT TO THE FUND FROM THE GENERAL FUND

(Sponsored by Mayor khalid)

Plain Text Explanation & Summary

Sets aside $1.5 million per year (less than 1 percent of City's annual revenue) in a Reserve Fund (Savings Account) for the purchase & construction of a permanent City Hall, raising $30 million in 20 years

(FYI: The total cost of East Point City Hall, completed in 2019, was $20 million. Sandy Springs City Hall, completed in 2018, was $229 million)

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

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

WHEREAS, the City currently houses the Mayor, Council, and majority of its Administrative Offices in a leased buildings, some of which sit outside the South Fulton's city limits; and

WHEREAS, the City acknowledges that land ownership is essential in building wealth; and

WHEREAS, the City Council finds this Resolution to be in the best interests of the health, safety, economic vitality and general welfare of the City.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES as follows:

Section 1. One million, five-hundred thousand ($1.5 million) shall be allocated by the South Fulton's Chief Finance Officer (CFO) to a reserve fund titled the "City Hall Building Fund" each year, beginning in Fiscal Year (FY) 2024 and running though the end of Fiscal Year (FY) 2043.

(b) In the event that final revenue collections for any fiscal year fall short of ninety (90) percent of the estimated revenue collection for said year, $500,000 of the $1.5 million allocated for that year shall be returned to the General Fund to cover budget shortfalls. In the event that final revenue collections for any fiscal year fall short of eighty (80) percent of the estimated revenue collection for said year, $1,000,0000f the $1.5 million allocated for that year shall be returned to the General Fund to cover budget shortfalls.

(c) This aforementioned monies in the City Hall Building Fund reserve account shall rollover from year-to-year and shall *only* be used for the purchase, grading and/or clearing of land for a City Hall complex or the design or construction of a City Hall complex. These monies shall not be used for any legal fees regarding the purchase of land.

****

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Clerk is 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 clerk.

Section 5. The **Effective Date** of this Resolution shall be the first of the next Fiscal Year (FY2024), which is s

Section 6. ***Instruction to City Clerk***. Unless vetoed, the City Clerk is hereby directed to forward a copy of this Resolution to the Finance Department.

The foregoing RESOLUTION No. 2023-xxx, adopted on _____ was offered by Councilmember _____, who moved its approval. The motion was seconded by Councilmember _____, and being put to a vote, the result was as follows:

	AYE	NAY
Mayor khalid	_____	_____
Natasha Williams, Mayor Pro Tem	_____	_____
Dr. Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Jaceey Sebastian	_____	_____
Corey A. Reeves	_____	_____
Linda B. Pritchett	_____	_____

THIS RESOLUTION adopted this _____ day of _____2023. **CITY OF SOUTH FULTON, GEORGIA**

_____
KHALID KAMAU, MAYOR

ATTEST:

_____
COREY ADAMS, CITY CLERK

APPROVED AS TO FORM:

_____
VINCENT HYMAN, CITY ATTORNEY

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Creating a South Fulton City Hall Building Fund Resolution

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CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires a resolution creating a South Fulton City Hall Building Fund and an annual allotment to the Fund from the General Fund.

FINANCIAL IMPACT

The resolution as written currently would not have a financial impact on the FY23 budget. However, such a building fund is not the way that a Municipal Government should pay for the building of a city hall. The recommended way would be for the city to secure long-term debt which is the commonly used means of financing large capital assets such as infrastructure, buildings, and large pieces of equipment.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:55 p.m. Request Council Approval to enter into an agreement to update our agreement to add enhancements for the Real Time Crime Center and supporting equipment for an amount not to exceed $350,000 to be paid out of ARPA Funds
DATE:	February 28, 2023
SUBJECT:	5:55 p.m. Request Council Approval to enter into an agreement to update our agreement to add enhancements for the Real Time Crime Center and supporting equipment for an amount not to exceed $350,000 to be paid out of ARPA Funds
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Supporting Documentation - Camera Project 2023 RTCC	Cover Memo	2/24/2023

November 1, 2022

Chief Keith Meadows
South Fulton Police Department
4121 Cascade Rd
Atlanta, Ga 30331

Subject: Service Agreement Proposal

Dear Chief Meadows,

Fūsus is honored that the South Fulton Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for forty-eight (48) months.

1. Initial Scope of Work: The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.

    a. fūsusONE™: Initial setup, access and training of users to include up to 1,500 data points and 1,500 public/private video feeds
    b. fūsusCORE™: Installation and setup of:
        i. Forty-five (45) fūsusCORE Pro™ Appliances
        ii. Five (5) fūsusCORE Elite AI™ Appliances
    c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
    d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fūsusONE™ platform
    e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
    f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
    g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
    h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
    i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
    j. fūsusCONNECT Call-Out: Three (3) months fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration

k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
l. Remote Configuration of fūsus Core(s)
m. Fūsus personnel will provide "White Glove Service" by installing each Core Appliance for The City of South Fulton at both agency/city locations and donor sites as requested
n. Integration of all current and future video feeds
o. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a.	**Payment 1:** Due Upon Contract Signing	**$125,000**
b.	**Payment 2:** Due Upon 1st Anniversary of Contract Signing	**$125,000**
c.	**Payment 3:** Due Upon 2nd Anniversary of Contract Signing	**$125,000**
d.	**Payment 4:** Due Upon 3rd Anniversary of Contract Signing	**$125,000**

Invoices for payments 2, 3 and 4 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

a.	CORE Lite:	$200/each
b.	CORE Lite Extended:	$300/each
c.	CORE Pro:	$600/each
d.	CORE Pro Extended:	$1,000/each
e.	CORE Elite:	$4,000/each
f.	CORE Elite AI:	$5,000/each
g.	Additional 500 Streams:	$25,000 per year

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

a. fūsusONE™ SaaS
b. Unlimited video alerts, access, and video download
c. fūsusCORE™ warranty and technical support for the life of the agreement
d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
c. Floorplan Integration for designated locations in fūsusONE™
d. Ongoing Integration Services with the CAD System
e. Installation and Technical Phone Support
f. Provide a Full Solution Warranty for the Life of the Agreement
g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

    a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
    b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
    c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

5. Terms and Conditions:

    The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at https://www.fusus.com/fusus-terms-of-service.

    The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fūsus.com.

Respectfully,

John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____

February 2, 2023

Chief Keith Meadows
City of South Fulton Police Department
4121 Cascade Rd
Atlanta, Ga. 30331

Dear Chief Jones:

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department.

FususONE, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by every Nationwide Department under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususREGISTRY™, the community facing portal for live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use
- CJIS Compliant Cloud Based Management (AWS Gov Cloud)
- Policy-Based Sharing rules engine including a complete chain of custody report of video access by user
- Real Time Integration with your Department's Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type
- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned Officers for Calls for Service (Patent Number US11368586B2)
- Apple iOS and Android Interoperability for Live View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups
- Artificial Intelligence Search (rapid object-based video review) & Sentry (real-time object-based alerting) capabilities
- An Operational Dashboard for monitoring secure chat channels between your and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Department, and emergency and safety-related notifications
- A fususALERT™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents
- fususNOTIFY™ mass notification capabilities for community SMS alerts

- fususANALYTICS™: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.

The fususCORE™ offers the following unique capabilities to your Department:

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the Department's real-time crime interface, fususONE
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks
- Plug and Play Setup by the video host locations, not requiring project management by the Department
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources

The fususREGISTRY™ portal offers the following unique capabilities to your Department:

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations
- A secure portal, fususVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations, plus an SMS Text based (non-APP based) video and photo sharing capability, fususTIPS™
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system.

This letter documents that the Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Please contact me at (404) 925-5532 should you have any questions with regard to our products and services.

Sincerely,

Anthony Baldoni

Anthony Baldoni
Chief Operating Officer
Fusus, Inc.

cc. CTO, CFO, CEO, Fusus Legal

South Fulton Police Department

City of South Fulton - GA
4121 Cascade Rd
Atlanta, GA 30331
United States

Keith Meadows
Chief
keith.meadows@cityofsouthfultonga.gov

Reference: 20221101-162923780
Quote created: November 1, 2022
Quote expires: December 31, 2022
Quote created by: Jim Price
Public Safety Advisor
jp@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Package FususONE Enterprise SaaS	FUSE-E-1-1001	1	$125,000.00 / year	$125,000.00 / year for 4 years
CORE Pro	CORE-P-2001	45	$600.00	$0.00 after $27,000.00 discount
CORE Elite AI	CORE-AI-2001	5	$5,000.00	$0.00 after $25,000.00 discount

Subtotals

Annual subtotal	$125,000.00
One-time subtotal	$0.00 after $52,000.00 discount

Total $125,000.00

Questions? Contact me

Jim Price
Public Safety Advisor
jp@fusus.com

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:05 p.m. Request Authorization for the Mayor or City Manager to enter into a contract with Osprey Management to provide facility renovation and site improvements at Burdett Park Gymnasium in an amount not to exceed $450,000.00 to be funded from the FY 23 Facilities Capital Improvement Account.

DATE: February 28, 2023

SUBJECT: 6:05 p.m. Request Authorization for the Mayor or City Manager to enter into a contract with Osprey Management to provide facility renovation and site improvements at Burdett Park Gymnasium in an amount not to exceed $450,000.00 to be funded from the FY 23 Facilities Capital Improvement Account.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Burdette Park (003)	Cover Memo	2/24/2023
City of South Fulton_Scope	Cover Memo	2/24/2023
Exterior Repair City of South Fulton_Scope	Cover Memo	2/24/2023

City of South Fulton
Agenda Item Summary

City Council Meeting Date	
Requesting Department	**Council District(s) Affected**
Requested Action	
Requirements for Council Action (City specific Council policy, statute or code requirement)	
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)	
Funding Source (if applicable)	
Financial Impact (if applicable)	
Financial Impact Statement Received Yes ☐ No ☐ **Legislative Process Complete** Yes ☐ No ☐	

Department Director Approval _____ _____ _____ _____		**Finance Director Approval** _____
Assistant City Manager Approval _____	**City Attorney Approval** _____	**City Manager Approval** _____

Scope of Work

February 15, 2023

Burdette Park Gym City of South Fulton
Interior Renovation
Osprey Project Number: GA0210-120
EZIQC#: 114126.00

General

1. Summary Scope: Demo flooring, Paint walls, Paint ceiling grid and install partition door.
2. **Project Address: 2945 Burdette RD, College Park, GA 30349.**
3. Osprey's proposal package is based on the following documents and this Scope of Work
    a. Drawings: N/A
    b. Specifications: N/A
    c. Additional Documents:
4. Submittals:
    a. N/A

GENERAL NOTE: Contractor shall field verify all dimensions given below.

01-95-00 Windows

10.1 Install 2 4x6 windows Wall is between the computer / Learning center and the dance floor.

09-10-00 Acoustical Ceilings & Drywall

09.1. Replace ceiling tiles through the hallway from doorway at restrooms to learning center.

09.2. Demo drywall in dance area for the installation of 2 4'x6' windows. Wall is between the computer / Learning center and the dance floor.

09-50-00 Flooring

09.6 Demo existing flooring and rubber base in rooms and dispose in dumpster. Prep subfloor as required for new carpet tile flooring in recenter.

09.7 Demo existing latex paint in hallway. Prep subfloor as required for new epoxy flooring in hallway.

09.8 Supply and install new epoxy flooring in hallway. 140'L x 9'W

09.9 Supply and install new carpet tile and 4" rubber base throughout.

09.10 Supply and install new Replace 2'x2' carpet tiles in proposed dance area with high density vinyl flooring specifically for dance areas. (Unless alternate is proposed by customer)

09-90-0 Painting

09.8 Prep all applicable surfaces prior to painting. Fill all nail holes, scrape frames, remove flaking paint. Prepare exposed surfaces according to manufacturer's recommendations.

09.9 Properly protect all equipment, light fixtures, sprinkler heads, heaters, flooring, and furniture from overspray or spilled paint.

09.10 Supply and install Paint on walls in conference room area. 2 coats paint 1 coat primer.

09.11 Supply and Install Paint ceiling tiles and grid in conference room area. 2 coats paint 1 coat primer. 24' ceilings.

09.12 Supply and Install Remove HVAC grilles from wall, clean and Paint. 2 coats paint 1 coat primer. Supply and Install Paint walls in proposed dance area. 2 coats paint 1 coat primer.

09.13 Supply and Install Paint ceiling tiles and grid in dance area. 15'cielings

09.14 Supply and install Paint on walls through hallway from doorway at restrooms to learning center. 140'L x 9'W x 15'H

10-22-33 Accordion Door

10.1 Supply and install an accordion still door the width of the dance floor. From wall to wall is 45' across. On each side where the pockets are to store the door are 3'6" deep.

Safety:

1. All work shall be performed in accordance with OSHA and EM 385-1-1 Safety Standards.

DETAILS THAT APPLY TO ALL WORK AREAS:

1. Contractor shall utilize the latest specifications and perform all work to the latest building codes; however, we do not include specialized standards for security design issues or systems.
2. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, from the ground and all surrounding area, and finishing with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site prior to the start of construction and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas during normal business hours, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense.
6. Contractor shall coordinate inspections as required.
7. Contractor shall provide a detailed schedule to submit with this proposal package.
8. Contractor shall coordinate all access to the property prior to beginning work.
9. Contractor shall obtain approvals in advance for all lay down and storage areas.
10. All salvageable materials remain the property of City of South Fulton unless otherwise agreed.
11. Contractor shall coordinate inspections as required.
12. Contractor is responsible for protection of all existing surfaces including those not in the scope of work from construction dust, debris or damage during construction through final acceptance.
13. Final clean up and disposal: remove debris, rubbish, and waste material from the property. Upon completion of work, all construction areas shall be left clean and free from debris.
14. Closeout:
    a. Clean entire work area.
    b. Meet all close-out submittal requirements as identified in the contract documents.
    c. Promptly remove from site all tools, equipment and excess materials.
15. This proposal assumes the inclusion of partial progress payments throughout the course of construction.

EXCLUSIONS & CLARIFICATIONS:

1. Davis-Bacon Wage Rates and/or any applicable wage rates.
2. Surveys or engineering.
4. This proposal does not include the testing or abatement of any hazardous material. The material that is being removed has not been identified as Presumed Asbestos-Containing Material
5. We exclude any fire sprinkling or changes to the current building water system other than the additional plumbing for new toilets.

6. As part of our ROM proposal, we exclude any design or costs included for provisions for manual or electronic security for incarcerated individuals and systems. The standards we have used pertain more to commercial and general public use.
7. This proposal is a Rough Order of Magnitude proposal and assumptions have been made based on our best understandings of what may be required by the City of South Fulton. We exclude any guarantee that our assumptions are correct in regard to the final use of the building or the City's use or preferences.
8. If a new electrical panel is needed, this will be an additional cost.

PROJECT SCHEDULE:

1. **Work to be performed during normal business hours (Monday – Friday 7:00 a.m. to 3:30 p.m.).**
2. Project construction will be scheduled upon receipt of the Purchase Order.
3. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

PERMITTING:

At the time of issuance of a Purchase Order for this Work, permits are not included or required in the Scope of Work.

GT RESPONSIBILITIES:

1. City of South Fulton shall provide access to the worksite during specified working hours.
2. Provide staging area for equipment, vehicles and materials delivered to the site.
3. Supply prompt approval/comments on any submittals or RFI's submitted by the Contractor.
4. **Notify, coordinate, relocate and re-route all vehicles and pedestrians to accommodate progression of the work per the construction schedule.**

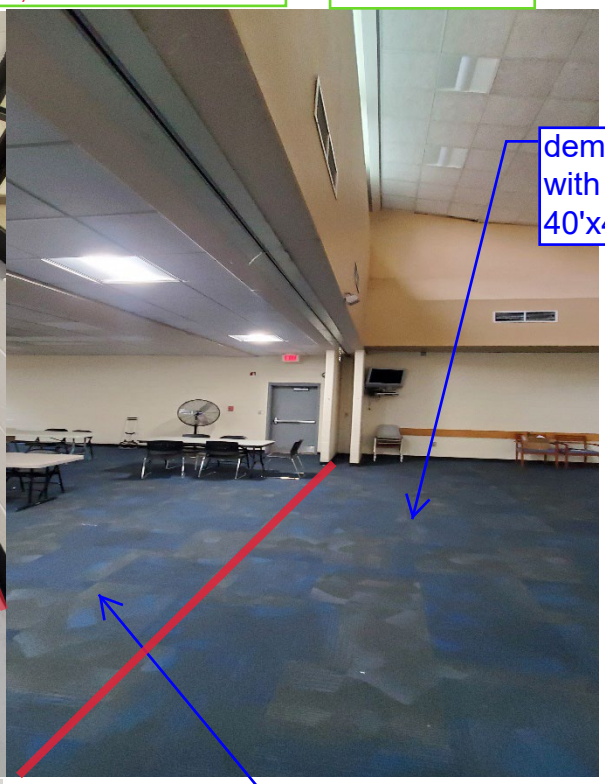
CONTRACT DOCUMENT ORDER OF PRECEDENCE:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
    a. Other documents referenced immediately above.

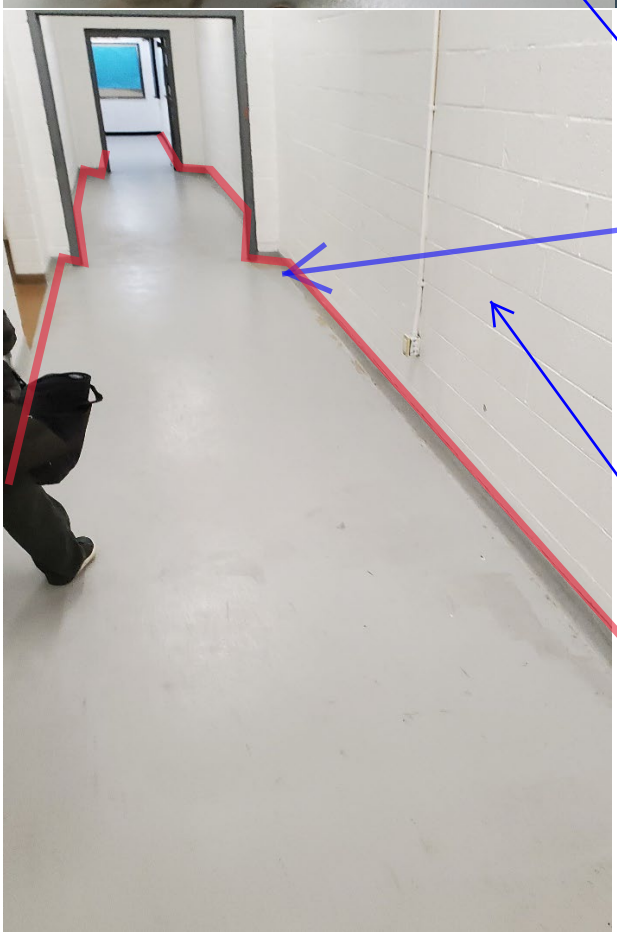
Burdette Park Gym City of South Fulton
Interior Renovation
2945 Burdette RD,
College Park, GA 30349

SK1 2/22/23



demo and replace with new color tiles 40'x46'

Demo carpet till and install with high density vinyl flooring 30'x40'

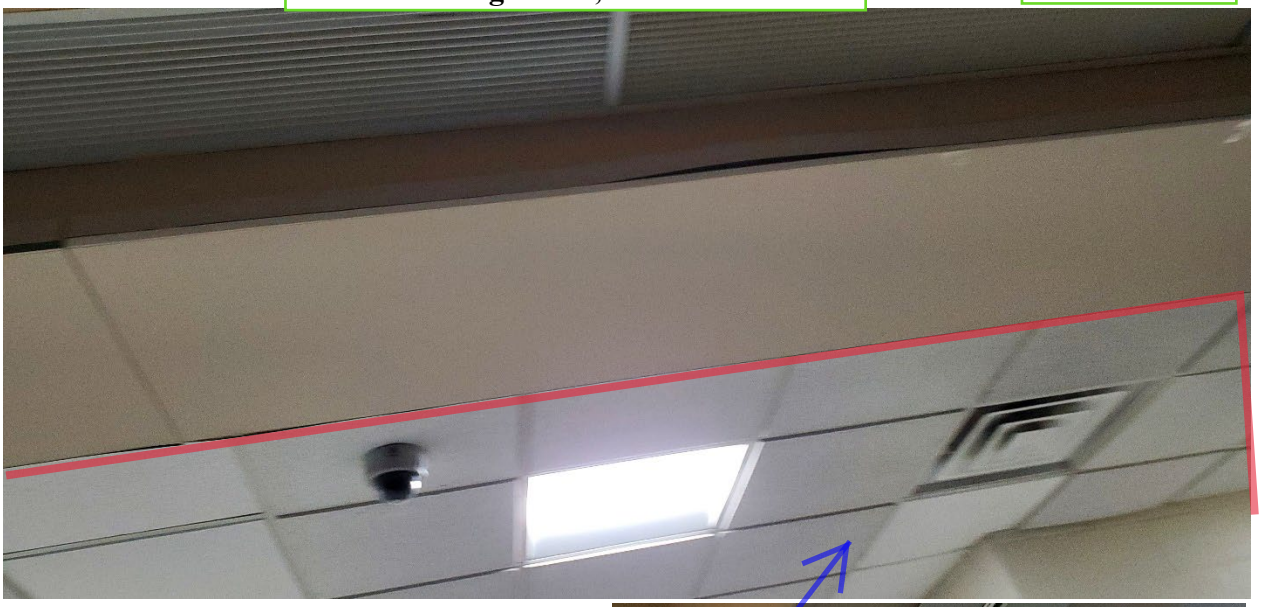


demo existing paint in the hallway 140'x9' w

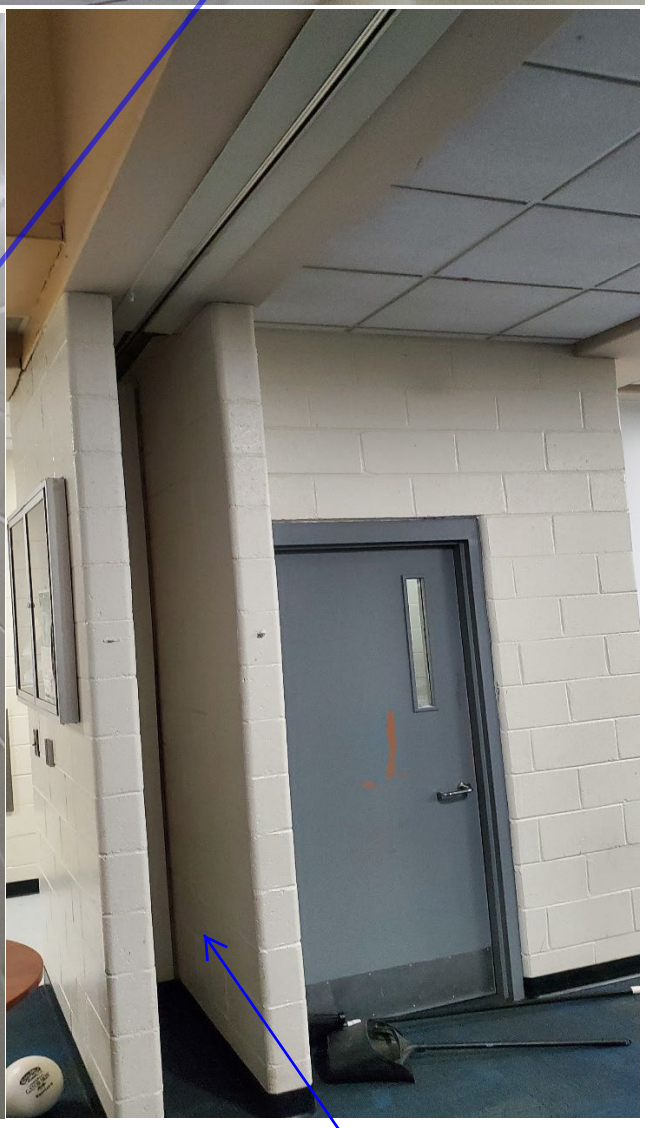
Prep and paint walls in the hallway

Burdette Park Gym City of South Fulton
Interior Renovation
2945 Burdette RD,
College Park, GA 30349

SK2 2/22/23



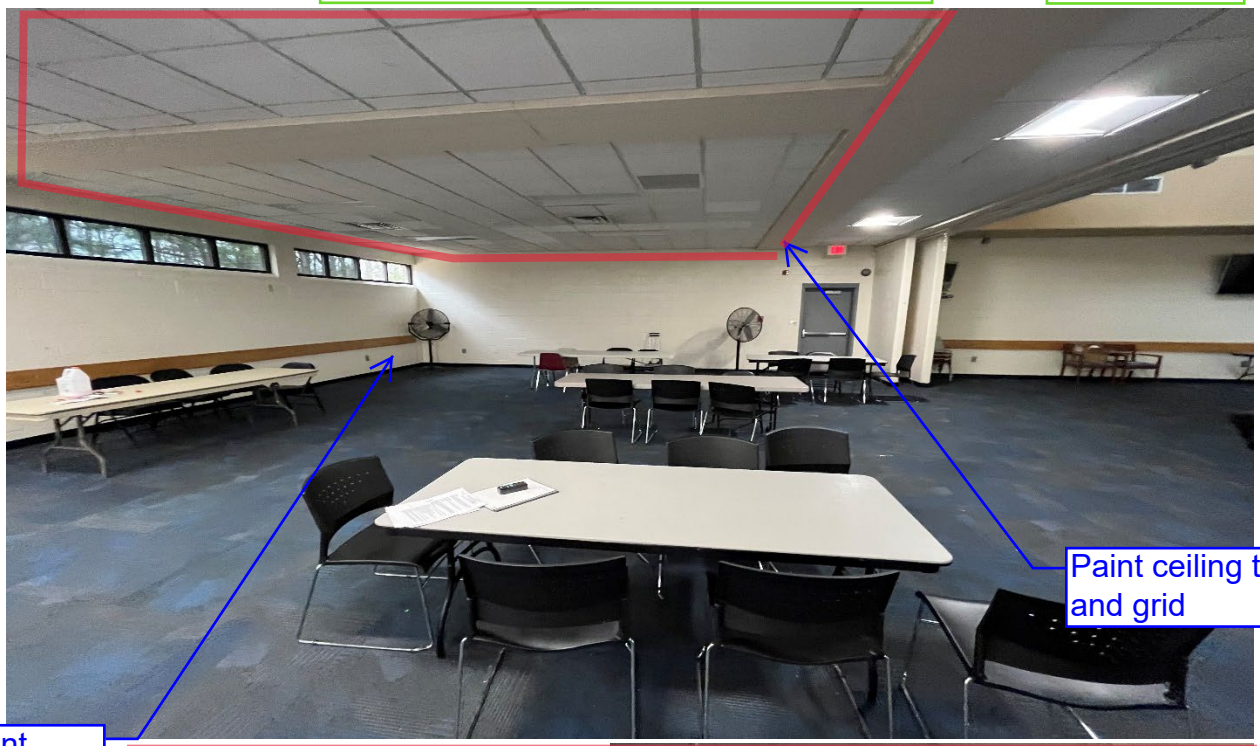
Demo and replace throughout this section

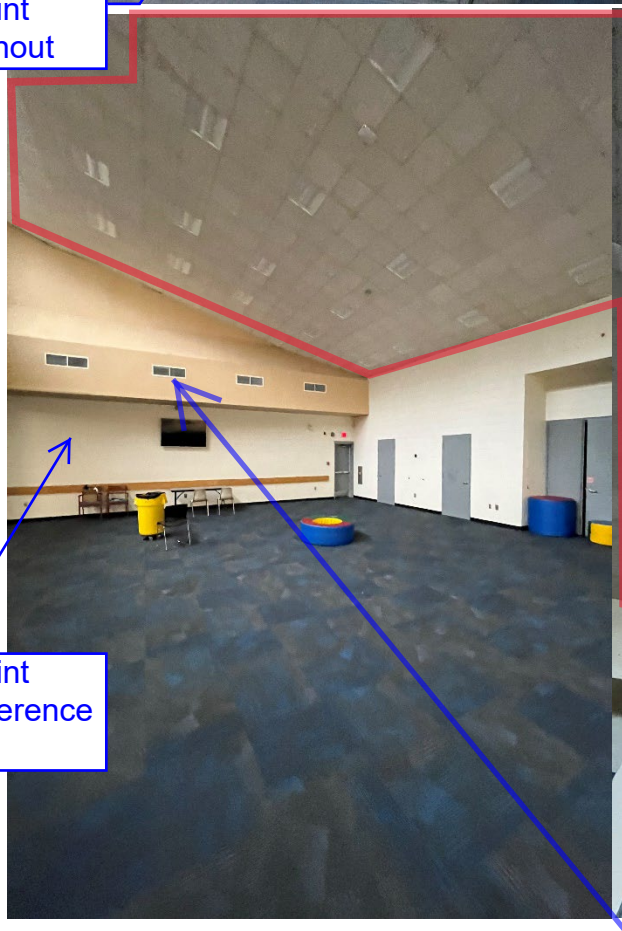


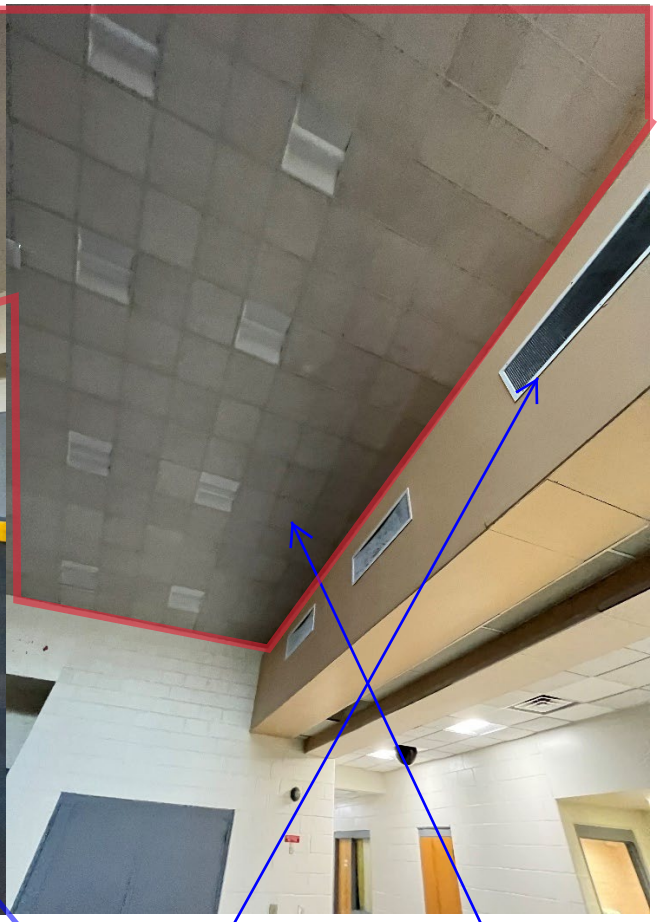
Accordion Partition door stores in here

Burdette Park Gym City of South Fulton
Interior Renovation
2945 Burdette RD,
College Park, GA 30349

SK3 2/22/23



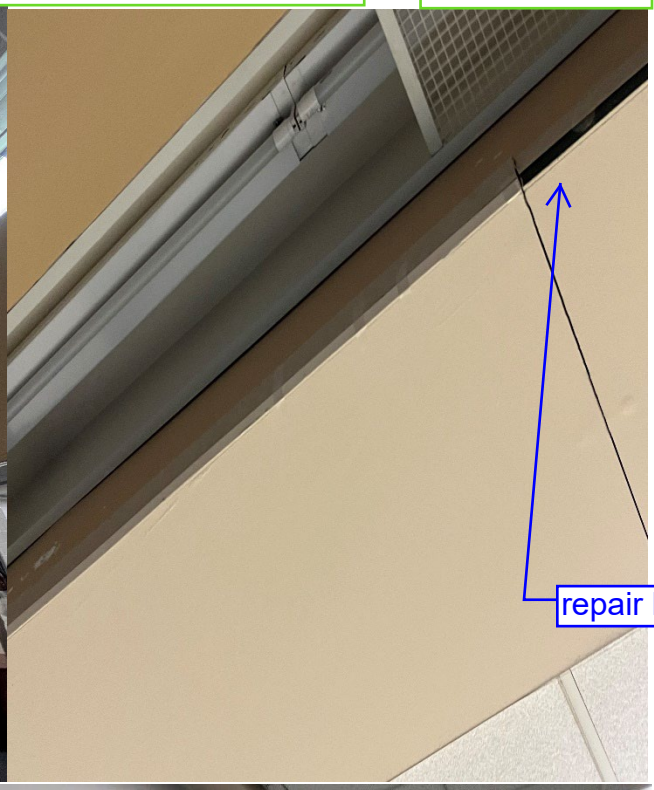


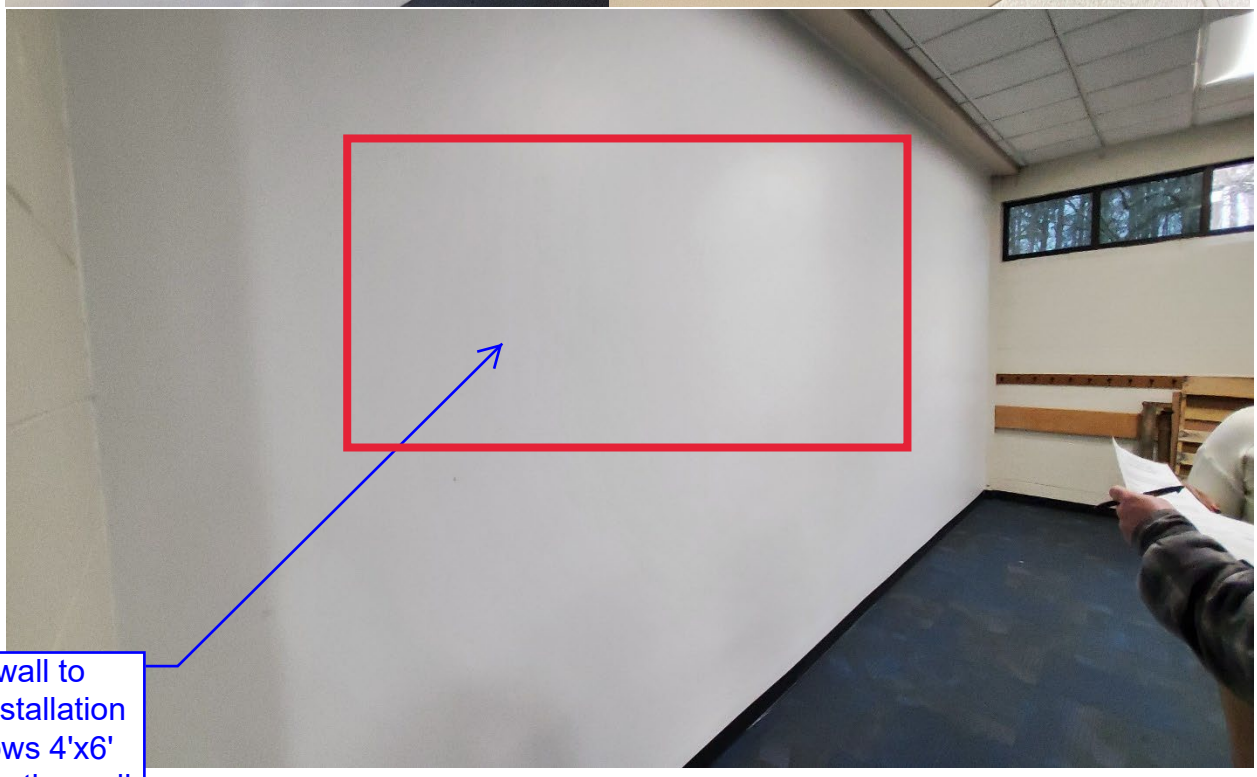


Remove grills throughout conderence room to clean and paint

Burdette Park Gym City of South Fulton
Interior Renovation
2945 Burdette RD,
College Park, GA 30349

SK4 2/22/23





Scope of Work

February 15, 2023

Burdette Park Gym City of South Fulton
Exterior Paint and Siding Renovation
Osprey Project Number: GA0210-124
EZIQC#: 114128.00

General

1. Summary Scope: Exterior repairs.
2. **Project Address: 2945 Burdette RD, College Park, GA 30349.**
3. Osprey's proposal package is based on the following documents and this Scope of Work
    a. Drawings: N/A
    b. Specifications: N/A
    c. Additional Documents:
4. Submittals:
    a. N/A

GENERAL NOTE: Contractor shall field verify all dimensions given below.

07-46-23 Wood Siding

07.1 Demo up to 20 pieces of rotten siding.
07.1 Supply and install wood siding to match existing.

09-90-00 Coatings

09.1. Prep all applicable surfaces prior to painting. Fill nail holes, scrape frames, remove flaking paint. Prepare exposed surfaces according to manufacturer's recommendations. Pressure wash exterior of the building before paint.

- Siding around recreation center
- Handrails around the park
- Fence on the back side of the playground.
- Gutters and downspouts.

09.2. Properly protect all equipment, Plants, and exterior walkways before painting.
09.3. Supply and install new paint on the exterior of the recreation center with (1) coat primer and (2) coats of paint.

- Siding around recreation center 667' perimeter of the building.
- Handrails around the park 636' of handrails.
- Fence on the back side of the playground 158' of fence.

09.4. Wall heights up to 25'.

13-34-19 Gutters and down spouts

13. Clean all gutters prior to installation of new gutter guards.
14. Repair damaged gutters to install new gutter guards.
15. Supply and install new gutter guards.

Safety:

1. All work shall be performed in accordance with OSHA and EM 385-1-1 Safety Standards.

DETAILS THAT APPLY TO ALL WORK AREAS:

1. Contractor shall utilize the latest specifications and perform all work to the latest building codes; however, we do not include specialized standards for security design issues or systems.
2. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, from the ground and all surrounding area, and finishing with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site prior to the start of construction and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas during normal business hours, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense.
6. Contractor shall coordinate inspections as required.
7. Contractor shall provide a detailed schedule to submit with this proposal package.
8. Contractor shall coordinate all access to the property prior to beginning work.
9. Contractor shall obtain approvals in advance for all lay down and storage areas.
10. All salvageable materials remain the property of City of South Fulton unless otherwise agreed.
11. Contractor shall coordinate inspections as required.
12. Contractor is responsible for protection of all existing surfaces including those not in the scope of work from construction dust, debris or damage during construction through final acceptance.
13. Final clean up and disposal: remove debris, rubbish, and waste material from the property. Upon completion of work, all construction areas shall be left clean and free from debris.
14. Closeout:
    a. Clean entire work area.
    b. Meet all close-out submittal requirements as identified in the contract documents.
    c. Promptly remove from site all tools, equipment and excess materials.
15. This proposal assumes the inclusion of partial progress payments throughout the course of construction.

EXCLUSIONS & CLARIFICATIONS:

1. Davis-Bacon Wage Rates and/or any applicable wage rates.
2. Surveys or engineering.
3.This proposal does not include the testing or abatement of any hazardous material. The material that is being removed has not been identified as Presumed Asbestos-Containing Material

4. As part of our ROM proposal, we exclude any design or costs included for provisions for manual or electronic security for incarcerated individuals and systems. The standards we have used pertain more to commercial and general public use.
5. This proposal is a Rough Order of Magnitude proposal and assumptions have been made based on our best understandings of what may be required by the City of South Fulton. We exclude any guarantee that our assumptions are correct regarding the final use of the building or the City's use or preferences.

PROJECT SCHEDULE:

1. **Work to be performed during normal business hours (Monday – Friday 7:00 a.m. to 3:30 p.m.).**
2. Project construction will be scheduled upon receipt of the Purchase Order.
3. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

PERMITTING:

At the time of issuance of a Purchase Order for this Work, permits are not included or required in the Scope of Work.

City of South Fulton RESPONSIBILITIES:

1. City of South Fulton shall provide access to the worksite during specified working hours.
2. Provide staging area for equipment, vehicles and materials delivered to the site.
3. Supply prompt approval/comments on any submittals or RFI's submitted by the Contractor.
4. **Notify, coordinate, relocate and re-route all vehicles and pedestrians to accommodate progression of the work per the construction schedule.**

CONTRACT DOCUMENT ORDER OF PRECEDENCE:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
    a. Other documents referenced immediately above.

Burdette Recreation Center Exterior
GA0210-124
2945 Burdette RD,
College Park, GA 30349

SK1 2/22/23

move and
place any rotten
ing or trim to be
placed before
nt.

Pressure wash the entire building to prep for paint

Burdette Recreation Center Exterior
GA0210-124
2945 Burdette RD,
College Park, GA 30349

SK2 2/22/23

repair any loose are falling gutters and down spouts before paint

Burdette Recreation Center Exterior
GA0210-124
2945 Burdette RD,
College Park, GA 30349

SK3 2/22/23

Prep anad paint all handrails

prep fence behind the playground for painting.

Burdette Recreation Center Exterior
GA0210-124
2945 Burdette RD,
College Park, GA 30349

SK4 2/22/23

Clean and paint fence behind the playground

Repair trim and siding before painting of the building.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:10 p.m. Request Council Approval of a Pipeline Crossing License Agreement with Fulton County Railway, LLC to repair two damaged 72" stormwater drainpipes located at 6205 Boat Rock Boulevard. The estimated cost for the repair of the stormwater drainpipes is estimated at $212,500.00 to be funded out of the Stormwater funding line

DATE: February 28, 2023

SUBJECT: 6:10 p.m. Request Council Approval of a Pipeline Crossing License Agreement with Fulton County Railway, LLC to repair two damaged 72" stormwater drainpipes located at 6205 Boat Rock Boulevard. The estimated cost for the repair of the stormwater drainpipes is estimated at $212,500.00 to be funded out of the Stormwater funding line

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
409714_City_of_South_Fulton_PPL_FCR_Finalrev1	Cover Memo	2/24/2023

PIPELINE CROSSING LICENSE

THIS LICENSE ("License") shall be effective on the last date of signature set forth below (the "Effective Date"), by Fulton County Railway, LLC ("Licensor") and the City of South Fulton ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

RECITALS:

Licensee desires to repair two (2), seventy-two inch (72") diameter storm sewer pipe lines (collectively, the "Pipe Line") more particularly described in Licensee's application marked as Exhibit "A", at or near the City of South Fulton, County of Fulton, and State of Georgia (the "Premises"), in the location described on Exhibit "B", attached to this License and made part of it by this reference, but generally described as follows:

Two (2), 72" diameter, storm sewers crossing Licensor's property, located at Mile Post No. 10.46, Latitude 33.725499 N. and Longitude -84.598532 W., as shown on Exhibit B.

Licensor is willing to grant Licensee a License to use, maintain, repair, and operate the Pipe Line subject to the terms and conditions set forth below.

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date for 12 months and will automatically renew unless sooner terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days' written notice to terminate for any reason whatsoever in that Party's sole discretion and regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor returns a fully-executed copy to Licensee.

2. LICENSOR GRANTS RIGHT:

Licensor grants Licensee a license to construct, use and maintain the Pipe Line at the location shown on Exhibit B subject to the terms and conditions set forth herein. Licensor will not execute this License until it receives a signed original or electronic signature copy from Licensee, and in no event is entry under this License permitted until Licensor has executed it. To the extent allowed or required by Georgia law the Licensee will pay any applicable tax to the Licensor on any payment of the license fee or administrative fee payable under this License, which payment will be made to the Licensor at the same time as the license fee or administrative fee is payable to the Licensor under this License. The failure by the Licensee to pay to the Licensor the amount of any tax or administrative fee owing and due hereunder will constitute a default by the Licensee under this License and will entitle the Licensor to exercise any and all rights and remedies available to the Licensor for the recovery of the license fee or administrative fee in arrears.

3. CONSTRUCTION OF PIPE LINE

A. Licensor, at Licensee's sole cost and expense, shall furnish all labor and materials related to the emergency repair of two (2) collapsed pipe culverts that exist at a point near MP 10.46, as more particularly described on Exhibit "C" (the "Scope"). Licensee shall reimburse Licensor within thirty (30) days of completion of the Scope.

4. LICENSE FEE:

A. Licensee shall pay to Licensor as a License Fee the sum of fourteen thousand U.S. dollars (USD $14,000.00) per annum, payable in advance on or prior to the Effective Date of this License and any anniversary of the Effective Date during the term of this License. Licensee shall pay to Licensor any and all sales tax, if any and if applicable to the extent allowed by Georgia law, which may occur as a result of the payment of the above license or other fees payable under this License.

B. To the extent allowed by Georgia law, Licensee shall pay to Licensor an additional sum of money equal to one and one half percent (1.5%) per month of the total unpaid License Fees stated above, any adjusted License Fees due pursuant to Section 3.E, and any additional fees provided for in this License in the event said License Fee, adjusted License Fee or additional fees are not received by Licensor within thirty days (30) from the date it (or they) is due and payable. The finance charge provided by this Section 3.B shall continue to accrue daily until the date payment is received by Licensor, not the date payment is delivered or the date postmarked on the payment.

C. If Licensor, at its sole discretion, uses a collection agency or attorneys to collect delinquent License Fees, any additional fees provided for in this License or finance charges, and Licensor is successful in collecting such charges, Licensee shall reimburse Licensor for all reasonable collection costs, including reasonable collection agency fees and reasonable legal expenses.

D. Although Licensee's right to possession of the Premises shall terminate when the term of this License has expired or is terminated prior to such expiration in accordance with a provision of this License, Licensee's obligations under this License, including but not limited to the obligation to pay License Fees, taxes and assessments, and utilities, shall continue until Licensee delivers possession of the Premises to Licensor in the condition required by this License.

E. The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid. Licensor reserves the right to periodically adjust the License Fee by giving notice of such adjustment to Licensee at least ninety (90) days prior to the first of October of each subsequent year thereafter of the License. The use of the License created by this License by Licensee after such effective date shall be at such adjusted License Fee.

F. Failure of Licensee to receive any bill for periodic License Fees owing or any other amount due under this License, or receipt of a bill in an incorrect or unadjusted License Fee, shall neither override the License terms in this License nor excuse nor release Licensee from liability or responsibility for the correct License Fee. Limitation on collection for any erroneous billings or payments shall be three (3) years from the termination of this License.

G. In the event this License is terminated by notice of either Party, Licensor shall refund to Licensee the prorated portion ("Prorated Portion") of any prepaid License Fees plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total of such repayment which would otherwise be due is less than one hundred dollars ($100.00). Calculation of the prorated Portion

shall be made by dividing the current year's annual license fees actually paid by Licensee by twelve (12) and multiplying such amount by the remaining whole calendar months remaining in the calendar year.

5. SPECIFICATIONS:

A. The Pipe Line shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipe Line shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

B. An underground Pipe Line crossing under track(s) at a ninety degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit for the full width of the track structure. The top of the encasement pipe shall be a MINIMUM of five and one half (5½') feet beneath surface of ground at all points within Licensor's property.

C. Any appurtenance to the Pipe Line shall be constructed and maintained to a MINIMUM clearance of no less than fifteen (15') feet from the centerline of any track(s). The side clearance of fifteen (15') feet shall be maintained for a height of twenty-seven feet (27'). All Pipe Line(s) shall be constructed, as nearly as possible to cross under any track(s) at a right angle to said track(s).

D. Licensee shall, except in emergencies, give not less than seventy-two (72) hours prior written notice to Licensor of the day, hour and location that it proposes to undertake any construction, installation, repair, relocation, replacement or maintenance work to the Pipe Line or otherwise on the Premises and in the event of an emergency shall notify Licensor as soon as possible. After completion of construction, relocation, installation or replacement of the Pipe Line, Licensee shall be required to execute Licensor's standard Right of Entry for any maintenance or repair work on the Pipe Line that requires entry onto Licensor's property or right-of-way.

E. Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified in this License; and for the purposes of the safety, protective and indemnification provisions of this License, such contractors and subcontractors, their agents, servants and employees, and other persons on the Licensor property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

F. Licensee shall, at no expense to Licensor, obtain all permits and approvals required to exercise its rights provided for pursuant to this License and Licensee shall install, maintain and operate its facilities in accordance with all requirements of such permits, approvals, the Law and any lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the Pipe Line and the construction or use of the Pipe Line or other of Licensee's facilities on Licensor's property or the operation of any of them.

G. Licensor shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at either Licensee or

Licensee's contractors' sole risk and expense to the extent allowed by Georgia law.

6. PRESENT OCCUPATIONS:

Licensee shall make appropriate arrangements with any person or entity occupying Licensor's property which may be affected by the relocation, installation, construction or any maintenance or repair of the Pipe Line. Licensee's Pipe Line will not unreasonably interfere with the use of Licensor's property, or create any undue hardship on the person or entity occupying said property.

7. RISK, LIABILITY, INDEMNITY:

A. Licensee acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of the railroad tracks, whether by Licensor or others; and Licensee accepts this License subject to such dangers.

B.

a. **LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO HOLD HARMLESS TO THE EXTENT ALLOWED BY LAW LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") FOR THE SOLE ACTS AND/OR OMISSIONS OF LICENSEE'S EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES CAUSED BY THOSE CITY EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS (ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE ASSOCIATED CONDUCT OF THE LICENSEE'S EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS AS A RESULT OF THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE ACTS OR OMISSIONS OR SOLE NEGLIGENCE OF THE LICENSOR SEEKING INDEMNIFICATION.**

b. **THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE OR LICENSOR UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.**

c. **LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND**

DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.

d. **AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.**

8. INSURANCE:

A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:

i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of $1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than $2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

iii. **Business Automobile Liability Insurance** subject to a minimum limit of $1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.

iv. **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of $4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

B. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

D. If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.

F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.

G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee

shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.

H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who have been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.

I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights (to the extent allowed by Georgia law), responsibilities and obligations specified in this License.

9. WAIVER:

Upon proper execution by Licensee, it acknowledges and agrees to the validity of this License or any of the terms and provisions of it License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipe Line, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

10. REPAIRS AND RELOCATION:

A. Licensee will at all times maintain the Pipe Line in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipe Line, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.

B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipe Line or to make any necessary repairs, or to relocate the Pipe Line, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.

C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipe

Line, this License shall continue in force and be applicable to the portion or portions of the Pipe Line remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

11. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, or in the sole judgment of Licensor the use of this property or tracks make it impractical to maintain the existence of said Pipe Line as authorized in this License, Licensor has the right to terminate this License upon fifteen (15) days' written notice to Licensee.

12. RESTORATION:

Upon termination of this License, whether in accordance with the provisions of Section 1, 9 or 10 of this License, or otherwise, Licensee shall promptly remove the Pipe Line from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Pipe Line within thirty days (30) after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

13. MISCELLANEOUS:

A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.

C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:
Fulton County Railway, LLC
ATTN: Real Estate
252 Clayton Street, 4th Floor
Denver, Colorado 80206

WITH A COPY TO:
Fulton County Railway, LLC
ATTN: General Counsel

If to Licensee:
ATTN: City of South Fulton
5440 Fulton Industrial Boulevard, S.W. Suite A
Atlanta, GA 30336

252 Clayton Street, 4th Floor
Denver, Colorado 80206

D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipe Line by Licensee.

F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of License may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. .

G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.

H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.

I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

J. Licensee further agrees to be responsible for the satisfaction or removal of any and all liens that may be placed against Licensor's property caused by the Licensee in the course of construction of this crossing, and agrees to immediately satisfy any liens so placed.

K. In the event that Licensor is considered the prevailing party and shall incur any costs or expenses, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses as an additional fee under this License.

L. This License shall be governed under the laws of the State of Georgia, and venue shall be proper in the federal or state courts of the State of Georgia for any action arising under the terms of this License or

performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

M. Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term to the extent allowed by law.

O. Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: Fulton County Railway, LLC	Licensee: City of South Fulton
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Licensee: City of South Fulton Form - Approver

By:

Name:

Title:

Date:

SIGNATURE AUTHORIZATION

As an official agent of the City of South Fulton, I certify that _____ is an
(name of executive official who is signing above)
authorized representative of said organization and is legally empowered to act on its behalf in executing this agreement.

By:

Name:

Title:

Date:

Exhibit "A"

APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-0441, Fax (866) 524 - 4141

☐ **Check the box if this is a RUSH application. Add $1,500 USD ($1,903 CAD) in addition to the application fee listed below.**

PIPELINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Proposed plans must be approved by the railroad and a crossing agreement must be fully executed between the railroad and the applicant before construction can begin. Material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter- sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to Mile Post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

Provide location (i.e. address, city, street, railroad milepost) and engineer stamped plans of the proposed leased premises with dimensions, coordinates and directions. Also depict any planned improvements on the leased premises with dimensions from nearest track (may incur additional costs or agreements for above ground occupancy). In addition, annual fees will be assessed pursuant to a written lease agreement. Please return the completed application, proposed plans indicating the location of the pipe, and a check for the non-refundable fee of **$6,000 USD ($7,611 CAD)**.

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street, 4th Floor
Denver, CO 80206

If the application is approved, the applicant agrees to reimburse property owner for any cost incurred by property owner incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation as provided in the agreement to be executed.

Incomplete applications may result in processing delays. Applications submitted without the required fees will not be processed.

Please note, if the submitted application and prints require review by any independent environmental (HAZMAT) or other outside consultants, this review will be at applicant's sole cost and in addition to the aforementioned fees.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

STANDARD APPLICATION PROCESS IS 60 DAYS. REQUESTS FOR RUSH SERVICE: Once a COMPLETE application and required fees are received, including the rush fee of $1,500 USD ($1,903 CAD), a draft agreement will be made available for review within twenty one (21) business days. Please be sure to mark the box above.

Once an executable agreement is submitted to you, the license must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY:_____

RAIL MADE EASY

applications -omnitrax pipe line crossing or parallelism 3/14/2017

APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-0441, Fax (866) 524 - 4141

If you have not reviewed the Railroad's Utility Accommodation Policy, please contact our Real Estate office at omnitrax.real.estate@omnitrax.com or 303.398.0441 to receive a copy prior to submittal of this application

SECTION 1:

1. Complete Legal Name of Applicant: City of South Fulton
2. Agreement to be in the name of (if different from above): _____
3. Type of Entity (please mark one): Corporation____LLC____Individual____Municipality___X
   Partnership____General____Limited____Other _____
4. If applicable, state/province of incorporation or organization: _____
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 5440 Fulton Industrial Boulevard, S.W. Suite A, Atlanta, GA 30336
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Victor Robinson Title: Construction Manager
9. Phone No.: (470) 927 4235 Fax No.: ( )
10. Email: victor.robinson@cityofsouthfultonga.gov
11. Email Address Where Notices Can be Sent to: victor.robinson@cityofsouthfultonga.gov
12. **Billing Contact Name, Phone Number, and Address Required:**
    City of South Fulton, 5440 Fulton Industrial Boulevard,S.W. Suite A, Atlanta GA 30336
13. Railroad Name: Omnitrax

Nearest Milepost:_____DOT No.: _____

Track Station (from):_____Track Station (to): _____

Property Address REQUIRED:
6205 Boat Rock Boulevard

Section:_____Township:_____Range:_____

City: South Fulton County:_____State: Georgia

Geographical Coordinates Required

Latitude: _____ Longitude: _____

Located on the (N/S/E/W)_____side of (landmark, intersection)

_____

SECTION 2:

All specifications meet or exceed Railroad's Utility Accommodation Policy **INITIAL HERE:** _____

OR Variance requested – PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):

_____

- Temporary track support or rewrapping required? ( ) Yes ( ) No If yes, please describe: _____

_____

1

APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-0441, Fax (866) 524 - 4141

- Wires, poles, obstructions to be relocated? ( ) Yes (X) No If yes, please describe _____

  _____

- Product to be conveyed: N/A
- Flammable? ( ) Yes (X) No Temp _____

- Max. Working Pressure: _____ PSI. Field Test Pressure: _____ PSI.

  Type test: _____

- Location of shut-off valve: _____
- **PIPE SPECIFICATIONS:**

	CARRIER PIPE	CASING PIPE
Material	N/A	N/A
Material Specifications and Grade		
Min. Yield Strength of Mat. PSI		
Mill Test Pressure PSI		
Inside Diameter		
Wall Thickness		
Outside Diameter		
Type of Seam		
Laying Lengths		
Kind of Joints		
Total Length within RR R/O/W		

VENTS: #_____ Size_____ Ht. above ground_____

SEALS: Both ends____ One end_____ BURY: Base of rail to top of casing_____ft._____in.

BURY (Not beneath tracks):_____ft._____in. BURY (Roadway pipe):_____ft._____in.

CATHODIC PROTECTION: ( ) Yes ( ) No

PROTECTIVE COATING: ( ) Yes ( ) No Kind:_____

Type, size, and spacing of insulators or supports:_____

- Method of Installation: _____

APPLICATION FOR PIPE LINE CROSSING/PARALLEL ENCROACHMENT UNDER/OVER PROPERTIES AND TRACKS

Telephone (303) 398-0441, Fax (866) 524 - 4141

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine creditworthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A $20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 7/25/2022

Signature: Victor Robinson

Name Printed: Victor Robinson

Title: Construction Manager

Phone No.: 470 927 4235

Fax No: _____

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

Exhibit "B"

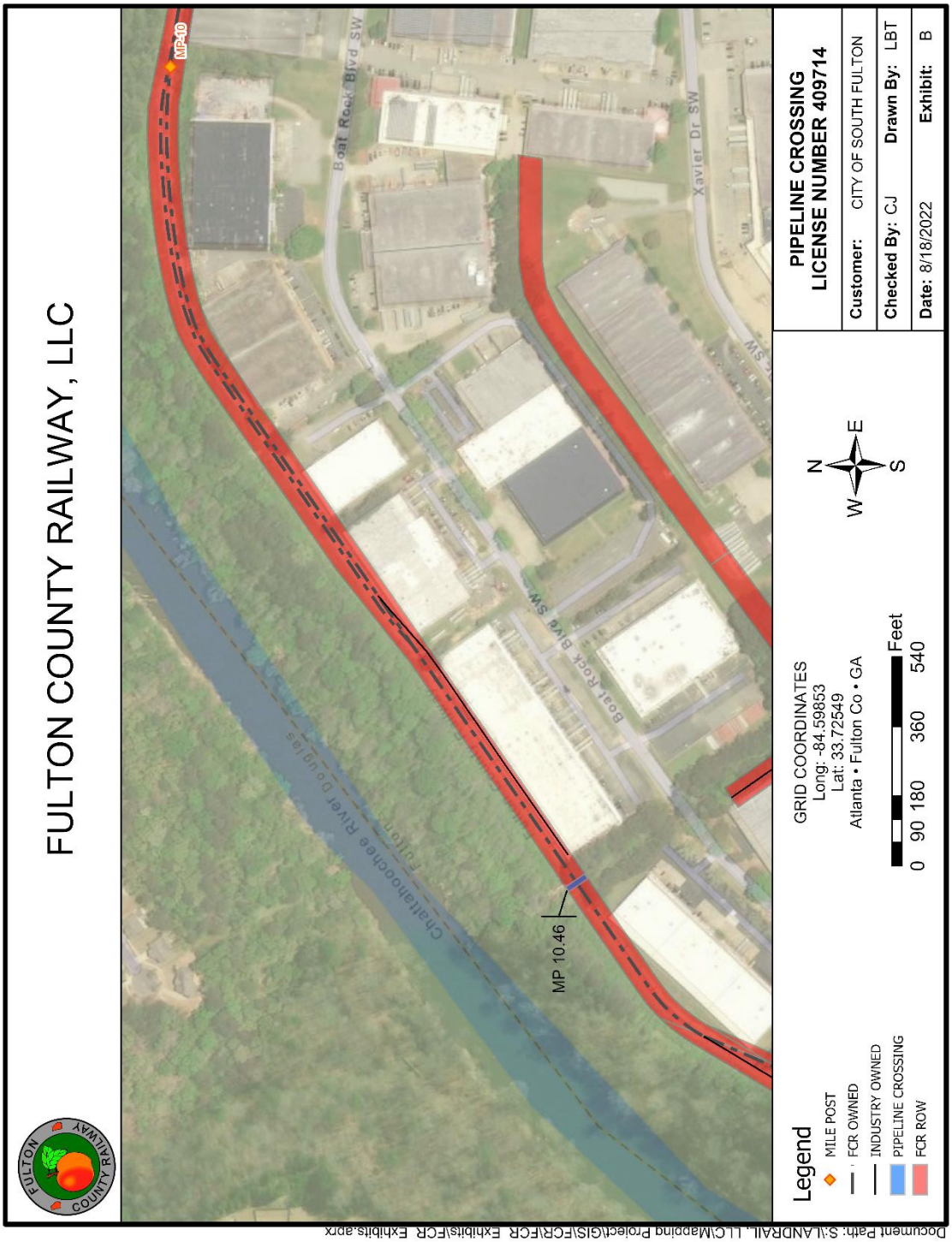

FULTON COUNTY RAILWAY, LLC
FULTON COUNTY RAILWAY
MP 10
Boat Rock Blvd SW
Xavier Dr SW
Chattahoochee River Douglas
Fulton
MP 10.46
Boat Rock Blvd SW
Legend
MILE POST
FCR OWNED
INDUSTRY OWNED
PIPELINE CROSSING
FCR ROW
GRID COORDINATES
Long: -84.59853
Lat: 33.72549
Atlanta • Fulton Co • GA
0 90 180 360 540
Feet
N
W
E
S
PIPELINE CROSSING
LICENSE NUMBER 409714
Customer: CITY OF SOUTH FULTON
Checked By: CJ
Drawn By: LBT
Date: 8/18/2022
Exhibit: B
Document Path: S:\LANDRAIL, LLC\Mapping Project\GIS\FCR\FCR Exhibits\FCR Exhibits.aprx

EXHIBIT "C"

Scope:

Notes:

- Use of Grade Instruments (laser type level and grade rod receiver) will be required
- Vendor partner will be required to perform and request any locates for utilities
- Vendor partner will need to provide schedule for estimation of completion and time needed
- Hi rail area to determine if additional spent concrete ties may be relocated to wash area to stabilize the banks and fill areas – UTILIZE AS MANY AS POSSIBLE
- Concrete ties will need to be relocated to work area by Contractor
- Mastic and sealer materials for concrete pipes to be provided by Contractor

Culvert Repairs

- Cut pad area for material on west side of railroad.
- Remove tree and minor debris from watershed area upstream of pipes.
- Temporarily relocate pipe sections from work area (chain and move to side).
- DO NOT EXCAVATE ROOTS of any trees from area.
- Care must be taken to avoid further damaging or removing any subgrade, slopes, or ballast materials around railway.
- Remove concrete ties dumped in culvert area and place them orderly to line banks currently washed out (immediately north and south of pipe). NO CONCRETE TIE SHALL BE OVER ANY PIPE!
- Build new floor for pipes at proper grade and clean bell of pipes not removed from current placement. Ensure that remaining pipes are properly bedded and material compact.
- Carefully replace pipe sections and seal each joint with tar and mastic material. Material should be pliable but seal pipe joints to prevent water from creating frost expansions.
- Ensure pipe sections are pushed tight together.
- Continue placement of sections until desired length to achieve proper restored slope.
- Stabilize banks at this time utilizing additional concrete ties to protect desired slope. Do not place any ties over any section of concrete pipes.
- Once all desired sections are placed and bank is stabilized, backfill and compact a crusher run type material in lifts not to exceed 6" per compaction.
- Utilize rail sections driven as pile to hold the outside lip of outermost pipe sections. Do not block outflow of pipe with the rail driven. Drive the rail at a 90-degree angle to track using the base against the lip. Railroad will supply and haul rail to work area for placement by others.
- Once all fill material is placed to a height 8" above top of pipe, and banks are completely stabilized with concrete ties, place rip rap to proper angle to restore slope and grade lines.
- Add ballast to top of project area to restore the ballast line of track.

Materials:

Material Type	Quantity
Rip Rap	
Ballast	

Request for Quote:

Item Number	Description	Unit	Amount
1	Mobilization	LS	$15,500
2	Labor and Equipment	LS	$63,000
3	Material	LS	$120,000
	TOTAL		$198,500

Notes:

Price is good for Ten (10) Days

Add Engineering: $45,000 $243,500.00 Total (Outside of Original FCR Scope)

Signed: _____ Dated: 9/30/22

Print Name: Ross Armstrong

Company: ZA Constrction

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:20 p.m. Request Council Approval to extend an agreement with AT&T to include AT&T Office at Hand, which will replace the current backend phone system. This agreement is budget neutral.
DATE:	February 28, 2023
SUBJECT:	6:20 p.m. Request Council Approval to extend an agreement with AT&T to include AT&T Office at Hand, which will replace the current backend phone system. This agreement is budget neutral.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Supporting Documentation Office At Hand	Cover Memo	2/24/2023

AT&T Business Service Proposal

City of South Fulton

5440 Fulton Industrial Blvd, South Fulton, GA 30336

Tuesday, December 6, 2022

Solution:

AT&T Office@Hand - is a cloud-based IP business communication service that provides all the features of a traditional business phone system including custom greetings, on-hold options, and business caller ID and more without the high cost or complexity of a premise based phone system.

Every employee, work group, or department can project the same communication image as headquarters, with professional calling features such as auto attendant, Multi-level Interactive Voice Response (IVR), multiple extensions, dial-by-name directory, voicemail, on-hold music, toll-free numbers, Audio and Video conferencing and more.

Enterprise Class Cloud Based Phone System—You can unify your employees' professional communications in one system and make it easy for internal and external customers to connect with your team or a specific employee. And, Office@Hand enables multiple departments to have their own extensions and voicemail boxes.

Unique Extension and Direct-Dial Numbers—Office@Hand enables you to create unique extensions for employees and even add a direct-dial number. You can create department extensions and assign employees to one or more of these extensions so that callers can reach the right contacts. In fact, your employees can create their own rules to handle calls according to your office hours or other variables. So, you have greater control over your calls and can work more efficiently.

Internet Fax—Your Office@Hand phone number can receive faxes that you can view via email, online, or on select web-connected devices.

Full-Featured Mobile Clients—Mobile clients allow you to manage your account from virtually anywhere. In addition, Office@Hand includes business SMS so employees have only one number for phone, fax, and SMS. And with mobile VoIP support, you can make calls over Wi-Fi to extend your coverage.

Robust Collaboration and Conferencing Tools—secure, business-grade video conferencing lets you elevate a phone call to a video meeting easily and within the same client. File sharing and access to messaging apps facilitates collaboration and communication.

Pricing:

Monthly Service Charges		Contract Term (Months) :		36
Description		**QTY**	**Unit Cost**	**Total**
AT&T Office@Hand Users/Seats:	Standard Edition	450	$ 15.00	$ 6,750.00
E911 Fee		450	$ 2.00	$ 900.00
				$ -
				$ -
			Total Monthly Recurring Charges:	**$ 7,650.00**

One time equipment charges and Credits			
Description	**QTY**	**Unit Cost**	**Total**
One-time signing credit	1	$ (6,500.00)	$ (6,500.00)
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$	$ -
		$ -	$ -
			$ -
			$ -
		Total One-Time Charges:	**$**

Description	Sites	Seats	Inside Wiring	Cost

AT&T Account Team

Primary point of contact

Stephanie Boyd
Client Solutions Executive
sb6445@att.com
(678) 575-3759

Greg Schumacher
Principal Architect
gs0306@att.com
(916) 943-8461

Greg Fulmer
Technical Sales Engineer
gf2221@att.com
(404) 861-8582

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Sales Contact Information
BOYD; STEPHANIE
678-575-3759
sb6445@att.com

eSign Fax Cover Sheet

Contract Id: 2780317

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

Total Pages: 4
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 2780317
   II. All Pages stamped with Contract Id: 2780317
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)

Request Id: 2727705
Contract Id: 2780317

AT&T PRICING SCHEDULE

Customer	**AT&T**
CITY OF SOUTH FULTON Street Address: 141 PRYOR ST SW STE 7001 City: ATLANTA State/Province: GA Zip Code: 30303-3468 Country: United States	AT&T Corp.
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Namarr Strickland Title: Administrator Street Address: 5440 FULTON INDUSTRIAL BLVD SW City: ATLANTA State/Province: GA Zip Code: 30336-2527 Country: United States Telephone: 4708097718 Email: namarr.strickland@cityofsouthfultonga.gov	Name: Stephanie Boyd ATTUID: gh062u Street Address: 300 North Point Pkwy City: Alpharetta State/Province: GA Zip Code: 30005 Country: United States Telephone: 6785753759 Email: sb6445@att.com Sales/Branch Manager: Perkins SCVP Name: SIsson Sales Strata: Federal Sales Region: USA **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer acknowledges that emergency calling (e.g., E911 or its equivalent outside the United States) may not be available with AT&T Office@Hand. Examples include if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States. Customer further understands the limitations with emergency calls placed from mobile applications on cellular or Wi-Fi-enabled devices used in connection with AT&T Office@Hand. Such limitations and advisories are set forth in the AT&T Office@Hand Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T MA Reference No. MA3529635UA
AT&T PS Contract ID MSPSK2ZVKR2

AT&T PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Office@Hand (v2.0)	http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2

Software	Software License Agreement
AT&T Office@Hand desktop and mobile software	http://www.att.com/officeathandpolicy

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 month(s)
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC-ELIGIBLE CHARGES

Monthly Recurring Charges for AT&T Office@Hand Edition Service Components under this Pricing Schedule are MARC-contributing.

MARC under this Pricing Schedule	Year 1	Year 2	Year 3
	$55,000.00	$71,000.00	$71,000.00

4. CREDITS

Credit to be applied to Customer's:	Month of Pricing Schedule Term in which Credit is Applied	Credit Amount**	Repayment
AT&T Office@Hand (v2.0) Service charges	3	$6,500.00	Customer must repay any credits paid during any Year* in which Pricing Schedule is terminated.

* A Year is a 12-month period ending on an anniversary of the Pricing Schedule Term Start Date

** AT&T may apportion the credit amount for the purpose of calculating its tax charge among the locations at which Services contributed to the revenue or other thresholds underlying the credit. Such credit shall be inclusive of credits associated with surcharges or administrative fees assessed on the Services. Any repayment of the credit will be apportioned for tax purposes in the same manner as the originally applied credit was apportioned. Customer eligibility for the Credits is contingent upon there being no outstanding amounts past due to AT&T (excluding charges disputed in good faith), arising from Services provided by AT&T to Customer. Any credits not issued as a result of payment delinquencies will expire if Customer fails to bring all accounts current within six (6) months of the credit payment date.

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Purchased Equipment. Customer may purchase equipment under this Pricing Schedule for use with the Service and not for resale purposes ("Purchased Equipment"). PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. SHOULD CUSTOMER CHOOSE TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

5.1.1. Equipment Order List. AT&T shall provide the Purchased Equipment as identified in an applicable Order.

5.1.2. Availability and Delivery Schedule; Title and Risk of Loss; Returned Equipment

5.1.2.1. Availability and Delivery Schedule. AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee firm delivery dates.

5.1.2.2. Warranty Returns. If Purchased Equipment requires return during its respective warranty period, Customer must contact AT&T for return instructions. Customer must return the Purchased Equipment according to instructions provided by AT&T or its supplier. Customer will be responsible for payment of any associated restocking fees and return shipping and handling costs.

5.1.2.3. Non-defective Returns. If Customers seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T within 15 days following delivery of such Purchased Equipment to the ship to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.

5.1.2.4. Maintenance Returns. To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider.

5.2. Intellectual Property Indemnity. AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

6. PRICING

6.1. AT&T Office @ Hand Pricing

AT&T Office@Hand Monthly Charges*	Stabilized rates then in effect as specified in the Service Guide on Aug-31-2020
AT&T Office@Hand One-time Charges	Per the Service Guide rates as revised from time to time.
*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates.	

6.2. DISCOUNTS

6.2.1. United States

Discounts only apply to Service Components listed in tables below.

Service Component	Quantity	Discount
Standard Edition	1-50 Users	0.00%
Standard Edition	51-100 Users	0.00%
Standard Edition	101-150 Users	0.00%
Standard Edition	151+ Users	63.88%

Service Component	Quantity	Discount
Premium Edition	1-50 Users	0.00%
Premium Edition	51-100 Users	0.00%
Premium Edition	101-150 Users	0.00%
Premium Edition	151+ Users	0.00%

Service Component	Quantity	Discount
Enterprise Edition	1-50 Users	0.00%
Enterprise Edition	51-100 Users	0.00%
Enterprise Edition	101-150 Users	0.00%
Enterprise Edition	151+ Users	0.00%

AT&T PRICING SCHEDULE

Service Component	Quantity	Discount
SLED Edition	51-100 Users	0.00%
SLED Edition	101-150 Users	0.00%
SLED Edition	151+ Users	0.00%

Feature	Quantity	Discount
Limited Extension	1001+ Users	0.00%
Limited Extension	1-50 Users	0.00%
Limited Extension	51-100 Users	0.00%
Limited Extension	101-150 Users	0.00%
Limited Extension	151-250 Users	0.00%
Limited Extension	251-500 Users	69.99%
Limited Extension	501-1000 Users	0.00%

Service Component	Quantity	Discount
Emergency Location Mgmt	1-50 Users	33.11%
Emergency Location Mgmt	51-100 Users	33.11%
Emergency Location Mgmt	101-150 Users	33.11%
Emergency Location Mgmt	151+ Users	33.11%

Feature	Quantity	Discount
Live Reports	1-50 Live Reports	0.00%
Live Reports	51-100 Live Reports	0.00%
Live Reports	101-150 Live Reports	0.00%
Live Reports	151+ Live Reports	0.00%

Feature	Quantity	Discount
Phone Numbers	1-50 Phone Numbers	0.00%
Phone Numbers	51-100 Phone Numbers	0.00%
Phone Numbers	101-150 Phone Numbers	0.00%
Phone Numbers	151+ Phone Numbers	83.33%

Feature	Quantity	Discount
Meetings	1-50 Meetings	0.00%
Meetings	51-100 Meetings	0.00%
Meetings	101-150 Meetings	0.00%
Meetings	151+ Meetings	0.00%

FOR AT&T ADMINISTRATIVE USE ONLY	
Rate Plan	Office@Hand

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:25 p.m. Request Authorization for the Mayor or City Manager to enter into a Cooperative Purchasing Agreement via the National Cooperative Purchasing Alliance (NCPA), Contract # 08-23 for Athletic Equipment at Welcome All Park with Johnson Health Tech North America, Inc. d/b/a Matrix Fitness

DATE: February 28, 2023

SUBJECT: 6:25 p.m. Request Authorization for the Mayor or City Manager to enter into a Cooperative Purchasing Agreement via the National Cooperative Purchasing Alliance (NCPA), Contract # 08-23 for Athletic Equipment at Welcome All Park with Johnson Health Tech North America, Inc. d/b/a Matrix Fitness

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
DLRA (4) Johnson Health Care Tech	Cover Memo	2/24/2023
AGMT - Vendor Signed (2) Johnson Health Care Tech	Cover Memo	2/24/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Angela Gilbert, Procurement Officer

FROM: Ternard Turner, Director-PRCA

DATE: January 30, 2023

SUBJECT: Fitness Equipment

It is my recommendation that we move forward with the award letter for CP#22-109. This purchase will replace old equipment with much needed new fitness equipment at Welcome All Park. Funding for this purchase was approved in the General Budget in the amount of $93,317.43. My recommendation is to use General funding from the Professional Services funding line.

Vendor: Ready Fitness

Equipment: Fitness equipment

Location: Welcome All Park
4255 Will Lee Road
South Fulton, GA 30349

Funding Source: General

T. L

Cc: Don Toms, Assistant City Manager

PIGGYBACK AGREEMENT

WITH

JOHNSON HEALTH TECH NORTH AMERICA, INC. DBA MATRIX FITNESS

(AUTHORIZED DEALER – READY FITNESS, INC.)

FOR

CP # 22-109 ATHLETIC SUPPLIES AND EQUIPMENT

Total value = $93,317.43
(Parks, Recreation and Cultural Affairs Department)

This agreement ("Agreement") is made and entered into by and between Johnson Health Tech North America, Inc. d/b/a Matrix Fitness (referred to herein as "Supplier) located at 1600 Landmark Drive, Cottage Grove, WI 53527 and the City of South Fulton, Georgia (referred to herein as "City of South Fulton" and/or City").

WITNESSETH:

WHEREAS, Supplier is a for profit corporation engaged in the business of, among other lawful business, providing fitness equipment; and

WHEREAS, City of South Fulton has a need to acquire the goods and services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Supplier is under contract to provide said goods and services pursuant to a Piggybacked Contract(see Exhibit B attached) and herby agrees to render the Goods and Services outlined in Exhibit A under the exact terms outlined in Exhibit B; and

WHEREAS, the City of South Fulton desires to acquire the goods and services from the Supplier;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.** Supplier hereby agrees to render services to the City of South Fulton as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference. Services shall be performed pursuant to the general terms of Exhibit B. Supplier agrees to perform the Services at the direction of

the Parks, Recreation and Cultural Affairs Department or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.** As consideration for the Goods and Services, the City of South Fulton shall pay to the Supplier the fee described in Exhibit A ($93,317.43) attached hereto and incorporated herein by reference.

3. **Contract Period.** This Agreement shall become effective as of the date of its execution and shall continue in effect until July 31, 2023, completing the fourth year of a possible five-year term. It should be noted that maintenance/service agreements may be issued for up to five (5) years under this contract even if the contract only lasts for the initial term of the contract. National Cooperative Purchasing Alliance (NCPA) will monitor any maintenance agreements for the term of the agreement provided they are signed prior to termination or expiration of this contract.

4. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand or mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to City of South Fulton:
Steven Maxwell
4255 Will Lee Road
Atlanta, Georgia, 30349

With copies to:
Tammie Saddler Jones, City Manager
5440 Fulton Industrial Blvd
Atlanta, Georgia, 30336

If to Supplier:
Johnson Health Tech North America, Inc.
d/b/a Matrix Fitness
1600 Landmark Drive
Cottage Grove, WI 53527

Authorized Dealer for Matrix Fitness
Ready Fitness, Inc.
4295 Hamilton Mill Rd., Suite 200
Buford, GA 30518

5. **Conflict**. To the extent that any language of the Piggybacked Contract conflicts with the language of this Agreement, the language of this Agreement shall be controlling.

6. **Effective Date**. This Agreement shall be effective upon the date in which it is fully executed by the Parties' duly authorized representatives whose signatures appear below. This Agreement may be executed in one or more counterparts, all of which shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

THE CITY OF SOUTH FULTON

_____
Tammi Saddler Jones, City Manager

Attest:

_____
Corey Adams, City Clerk

Approved as to form:

_____
Vincent Hyman, City Attorney

JOHNSON HEALTH TECH NORTH AMERICA, INC. D/B/A MATRIX FITNESS

Marc Loomer
Signature

Name: Marc Loomer

Title: National Sales Manager-Campus Rec

READY FITNESS, INC. (AUTHORIZED DEALER)

Stacy Bensley
Signature

Name: Stacy Bensley

Title: Ops Mgr

EXHIBITS

EXHIBIT A	Scope of Work and Quote(s)
EXHIBIT B	RFP #19-19, NCPA Contract No. 08-23 Athletic Supplies and Equipment (Piggybacked Contract)
EXHIBIT C	Insurance Documents
EXHIBIT D	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1), W-9 and Business License

EXHIBIT A
SCOPE OF WORK AND QUOTE

MATRIX

Matrix Fitness • 1600 Landmark Drive • Cottage Grove, WI 53527 • p: 608.836.8686 • matrixfitness.com

To Whom it May Concern,

This is to serve as official notification that Ready Fitness is an authorized dealer for JHTNA/Matrix Fitness. Ready Fitness is approved to represent Matrix under the contract #08-23 for the NCPA Athletic Supplies and Equipment based on the proposal submitted to Region XIV ESC.

Purchase orders and payments may be made to Ready Fitness for Matrix Equipment under the NCPA contract.

Sincerely,

Jen Mountjoy

Jen Mountjoy
Dealer Business Development Manager
P: 912-257-9810
Jen.mountjoy@matrixfitness.com
www.matrixfitness.com

TAB 5 – PRODUCTS AND SERVICES

SINGLE MANUFACTURER/BRAND

Matrix has a complete portfolio of products to help you deliver a uniform fitness experience. All of our industry leading designs are intuitive and easy-to-operate. Familiar touchpoints across products reduces a user's learning curve so they can easily get on and go.

COMPLETE CONSOLE SELECTION

Our complete selection of consoles gives you choices in what you put on your floor. All of our industry-leading designs give your members control of the data they collect and the content that keeps them engaged as they strive to reach their fitness goals. Our premium consoles go even further with stunning entertainment options that redefine the exercise experience in exciting new ways. No matter what kind of mix of sophisticated and simple you put on your floor, your members will find that our consoles offer intuitive operation that makes it easier than ever for them to reach their unique fitness goals.

TREADMILLS

Striking the perfect balance between engineering and aesthetics, our treadmills attract more attention and require less maintenance than anything you put next to them. Exclusive features like our Ultimate Deck that offers over 25,000 miles of maintenance-free performance and our Dynamic Response Drive System that provides the smoothest, most consistent performance on the market mean that our treadmills are built better from head to toe.

ROWERS

Sleek-yet-robust design offers whisper-quiet operation, a smoother stroke, easy adjustment and repeatable resistance levels to create an unmatched rowing experience. A versatile, exceptionally comfortable design makes it easy to switch between speed work, distance rowing and high-intensity interval training, and accurate, complete data feedback will help your users measure improvement to get the most out of their precious workout time.

CYCLES

Performance, comfort and styling make our cycles a favorite for members, while easy use and streamlined maintenance make them a top choice for owners, trainers and service techs. And with self-powered options, you can place them anywhere in your facility.

TRAINING CYCLES

Our Training Cycles give you everything you need to attract more riders and make your group cycling classes a core part of their training regimen. All of our durable Training Cycles feature optimized ergonomics and intuitive adjustments that make it hassle-free for every member — no matter what their body type or ability level — to experience the feel of a real outdoor ride. From the seat to the handlebars to the controls, we've incorporated thoughtful design details that make each ride comfortable and natural. We've even simplified setup and service, so it's easy to get your group class started and keep all your members happy with dynamic cycles.

ASCENTS & ELLIPTICALS

Matrix Ascent Trainers and ellipticals provide smooth, stable, natural movement that makes every workout comfortable and efficient. Our Ascent Trainers deliver a dynamic full-body workout in a compact footprint that helps you make efficient use of your cardio floor, and our ellipticals are unmatched when it comes to delivering a synchronized, natural exercise experience.

CLIMBMILLS

Give your users the most authentic stair-climbing workout on the market with a combination of high-design, low-maintenance machines. Our Control Zone and Step Positioning Software help users workout safely and smoothly, our exclusive Sweat Management System protects critical components to extend the life of your equipment.

S-DRIVE PERFORMANCE TRAINERS

Bring our S-Drive Performance Trainer to your fitness center to offer members an incredibly versatile high-intensity interval training (HIIT) solution. Placed between weight or functional training stations, your members can take on all-out sprints, sled pushes or parachute training with magnetic resistance settings just right for their ability level and goals. This multipurpose piece of equipment can help users of all ability levels improve conditioning and refine form with precise, immediate feedback from instructors.

FREE WEIGHTS

No fitness center is complete without a selection of premium free weights, the time-tested backbone of the strength training experience. Choose from our flagship strength series to find the combination of function and ergonomics just right for you. Exclusive features like patented breaker benches and high-style industrial design will prove a draw for aspiring fitness enthusiasts and seasoned lifters alike.

SINGLE-STATION

Our amazing selection of single-station machines are nothing short of ideal for members ready to focus on refining specific muscle groups. Each and every variety we offer makes it easy for members to quickly select their weight and exercise safely in a self-contained unit. Operation is intuitive, and our high-performance designs ensure that your members are getting the most out of every set, every rep and every moment they spend pursuing their fitness goals.

MULTI-STATION

Multi-station units help you make the most of your floor space and help your members make the most of their workout time. Smart designs let users take on multiple exercises in a small space, quickly adjusting settings to maximize impact and results. To attract even more exercise enthusiasts to your fitness center, add ultra-versatile functional trainers that provide an unparalleled workout in an efficiently enclosed space.

RACKS & PLATFORMS

When serious strength-training enthusiasts see our premium racks on your floor, they'll know they're in the right place and keep coming back for more. Everything we offer features heavy-duty construction that stands up to the most rigorous use environments, plus stylish industrial design that draws the eye and dares the user to go for a new personal best.

PLATE-LOADED

Plate-loaded units are nothing short of essential when it comes to helping your members exercise major muscle groups and push their strength training limits. Thoughtful design and incredible attention to detail make our ever-popular stations easier to load, unload and access, so members can get the work they need, where they need it, and keep on going.

XULT ACCESSORIES

New from Johnson Health Tech, XULT Fitness celebrates the superior strength training experience by providing a wide array of equipment designed to build better bodies and maximize athletic performance. From strength to endurance, from major muscle groups to task-specific enhancements, XULT has the gear to help exercise enthusiasts redefine themselves from head to toe.

MED CE PRODUCTS

Because of our commitment to serving the needs of therapeutic, rehab and active-aging professionals, select products go beyond dynamic performance and lasting durability to earn the Med CE Certification under the European Medical Device directive. These products are specifically manufactured to meet stringent international standards for safety, biocompatible materials and function to help healthcare providers follow exact training protocols and implement patient programs with confidence in accurate results and quantifiable progress.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

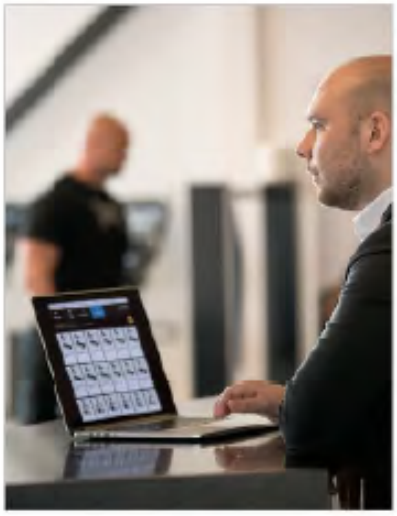
SERVICES

Facility Planning

The Matrix Design Studio can bring your new facility to life with our talented facility planning team that can combine your ideas with cutting-edge 2D and 3D design resources to help you visualize all of the amazing possibilities. We also offer an Online Architect Portal specifically for architects and club designers who have their own space planning software. Count on our ingenious design resources to help bring your dreams to life.

On-Going Product Training

Upon installation, Matrix will provide in-person product training to your staff so that they fully understand proper usage and product benefits. Matrix holds a strong commitment to education in all channels. Workshops and certification opportunities will be provided at no cost to interested students. In order to support Region 14 ESC and all NCPA participating entities throughout the duration of the contract, Matrix also offers Matrix Learning Center, a comprehensive digital resource designed to help educate and train our customers.



Matrix Learning Center

Matrix Learning Center (www.matrixlearningcenter.com) gives you free, unlimited access to an unmatched library of resources that will maximize your investment in everything Matrix. Managers can count on us for tools and tips that increase ROI, enhance the member experience and reduce cost of ownership. Personal trainers and group exercise instructors can use our educational opportunities and expert-designed protocols to forge stronger relationships with clients and build loyalty that lasts. Service technicians can turn to us for how-to videos and essential checklists that reduce downtime, streamline service and help you get it right the first time, every time.

Early Customer Warning System

Matrix has built a proprietary in-house tool called the Customer Early Warning System to analyze repair history across customer sites and equipment. Using a variety of key performance indicators, this system generates monthly reports which are reviewed and acted upon by our CTS leads and supervisors. This enables Matrix to take a proactive approach in spotting potential maintenance trends, helping us take the appropriate measures to prevent small issues from becoming larger problems for our customers.

Preventative Maintenance

Reduce equipment downtime and increase member satisfaction. As your total solution partner,we'll provide a smart, consistent, regimen designed to keep all your Matrix equipment looking and performing like new while extending equipment life and protecting your investment. The Matrix Preventative Maintenance Program is not a substitute for routine cleaning and periodic adjustment procedures.

Online Remedy System

Matrix / Johnson Health Tech takes great pride and care into supporting our customers for the duration of ownership of our products. We offer our Online Remedy System. Once a customer is given a user ID and password, they can access troubleshooting diagrams, exploded view diagrams, service manuals and service bulletins. Parts can be ordered using the Online Remedy System, and the customer's parts pricing discount percentage is applied immediately.

Extended Warranty

Matrix is offering the Region 14 Education Service center the option to purchase an additional 2 years of our industry-best 3 years parts and labor warranty.

VALUE-ADDED PRODUCTS

Connected Solutions

Our robust, open platform is more than a collection of hardware, software and connectivity options. It's a pioneering digital ecosystem that enhances the way you manage machines, mentor and motivate members, and promote your unique brand. We even partner with third-party organizations to provide best-in-class integration to make your existing solutions work together seamlessly, so you don't have to choose just one technology partner anymore. Best of all, each of our digital solutions will enhance your business, streamline your administrative tasks and delight the people you serve in ways that redefine the fitness industry and the exercise experience.

Asset Management

Our robust, Asset Management platform offers a 360° view of your equipment status on virtually any internet-connected device. Using an intuitive dashboard, you can easily view equipment status, access equipment-specific data, customize equipment names, observe equipment usage patterns, generate comprehensive reports and much more. You even get automatic service notifications to streamline the service process and the ability to manage multiple facilities at once. When utilized with the Matrix 7-series cardio products, you can even use the customizable welcome screens, facility calendar and automated messaging

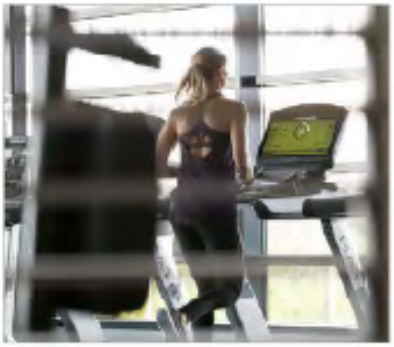
to promote your brand and encourage users to take advantage of other programs and activities. *Matrix is offering The Region 14 Education Service Center complimentary Asset Management on all XE and XI Cardio for members.*

Workout Tracking Network

Our ingenious Workout Tracking Network lets your members capture data from all their favorite fitness apps and all the places they work out in one place using a single customizable interface that puts your facility at the center of their fit lifestyle.

Personal Trainer Portal

Create a truly personalized training experience with our flexible, customizable digital solution. Personal Trainer Portal helps trainers engage with a wide range of members, represents your unique brand and helps you tap unexplored revenue streams. Consider pairing Personal Trainer Portal with Workout Tracking Network and our 7xi console to build member loyalty that truly lasts.



Sprint 8

The science-based Sprint 8 program, exclusive to Matrix cardio equipment, is a high -intensity interval training (HIIT) workout that burns more fat, builds more muscle and develops greater fitness in just twenty minutes, three times a week. The Sprint 8 is pre-programmed and ready at the touch of a button on Matrix Fitness 7- and 5-series cardio equipment including treadmills, Ascent Trainers, ellipticals and cycles.

Virtual Active

Our speed- and terrain-interactive Virtual Active workouts transport exercise enthusiasts to exotic locales all over the world, including the majestic Grand Canyon, the lush forests of Hawaii and Sin City's infamous strip, just to name a few. The beautiful forward-motion high-definition footage speeds up or slows down to match the user's pace, and resistance or incline varies to match the terrain.

Facility-Specific Solutions

Depending on what kind of fitness center you operate, some of our facility-specific solutions might be right for your goals and members. Check out RFID to streamline the exercise experience, digital TV if you'd like to add a little extra entertainment, remote audio to coordinate with your mounted big screens or IPTV and Pro:Idiom if you do business in the hospitality channel.

Digital TV
Keep users motivated and help them achieve their fitness goals with the industry's very best screen technology.

Remote Audio
Enhance the exercise experience by syncing remote audio to your facility's big screens.

RFID
Simple radio-frequency tags can give your members a seamless exercise experience from door to door, streamlining check-ins, workouts and purchasing from your vending centers.

IPTV
Ideal for hotels, IPTV lets guests sync their entertainment experience from the room to the fitness center to the hotel bar and back.

Pro:Idiom
A must-have for hotels, Pro:Idiom protects content providers from piracy while offering guests a synced entertainment experience.

PRODUCT SUPPORT
Speed Technique Protocols
The Matrix Speed Technique Protocols utilize the S-Drive Performance Trainer and the S-Force Performance Trainer to execute mission-critical objectives necessary to improve athletic performance in sprint-running sports. They are designed to lead your athletes to achieve their maximum potential for top-end speed, maximum acceleration from a stop or change-of-direction movement, and speed bursts acceleration. Matrix Speed Technique Protocols are efficient for coaches with limited training time and those with large teams.

QUOTE - CARDIO EQUIPMENT

PROPOSAL

Proposal#:PR-39251 Date Created:01/09/2023 Expires On: 02/08/2023 Terms: Net-30 with PO Prepared By: Lance Gauntt	**Representative Contact Info:** Lance Gauntt Ph: (404) 576-5670 lance@readyfitness.com	**Ready Fitness** 4295 Hamilton Mill Road Suite 200 Buford, GA 30518 www.readyfitness.com Phone: (404) 551-4472 Fax: (404) 420-2568

BILLING & SHIPPING

Bill To Name: Bill To Address:	City of South Fulton - Welcome All Park 4255 Will Lee Road College Park, GA 30349 USA	**Ship To Name:** Ship To Address:	City of South Fulton - Welcome All Park 4255 Will Lee Road College Park, GA 30349 USA
Bill To Contact:	Ternard Turner	Ship To Contact:	Steven Maxwell

Product	Description	Qty	MSRP	Your Price	Total Price
Matrix T-ES-LED	Matrix Endurance Treadmill with LED Console	1	$9,205.00	$4,444.00	$4,444.00
Matrix EP-PS-LED	Matrix Performance Elliptical with LED Console	1	$8,625.00	$4,363.00	$4,363.00
Matrix CM-ES-LED	Matrix Endurance Climbmill with LED Console	1	$10,895.00	$5,550.00	$5,550.00
Matrix AM-DATA	Asset Management Data Fee (per/cardio piece, one time) If connecting Asset Management for Web Enabled Functions/Apps, 5Mbps download speed is recommended for each unit.	1	$69.00	$49.00	$49.00
Octane XR6000S STD	Seated Elliptical Crosstrainer w/Swivel Seat and Standard Console 112250-001 + 8019437	1	$7,999.00	$5,499.00	$5,499.00
Expresso GO-u	Expresso GO Upright Bike	1	$7,295.00	$6,699.00	$6,699.00
Expresso Basic-3	3 Year Basic Subscription Certificate	1	$1,795.00	$1,795.00	$1,795.00
Expresso SP-2	Surge Protector, 2 Outlet-Required to Validate Warranty	1	$55.00	$55.00	$55.00
Matrix Rower-MR	Rower, Magnetic Resistance	1	$2,385.00	$1,575.00	$1,575.00
Extract-TI CV1	Extraction & Removal of Cardio Machine (EA.) Enter Descript(s): 1 Matrix TX Treadmill, 2 Matrix EX Ellipticals, 1 Matrix UX Bike, 1 Matrix Krankcycle	5	$100.00	$70.00	$350.00
FDI-Freight	Freight (non-Matrix)	1		$591.10	$591.10
FDI-Delivery-Company	Delivery of products/materials by company vehicle (non-Matrix)	1		$369.44	$369.44
FDI-Installation	Installation (non-Matrix)	1		$517.21	$517.21
TI-BUY	Trade In Offer (Valid for 30 days) on the following equipment in working condition at time of extraction: 1 Matrix TX Treadmill, 2 Matrix EX Ellipticals, 1 Matrix UX Bike, 1 Matrix Krankcycle	1		($500.00)	($500.00)
P-DISC	Matrix pricing based on NCPA Contract #08-23. Freight, Delivery & Installation included in pricing. Membership required.	1		$0.00	$0.00

TOTALS	
Total Price	$31,356.75
Sales Tax	$0.00
Total Price w/ Tax	**$31,356.75**

MATRIX

ENDURANCE

TREADMILL

A fusion of simplicity and durable design makes it easy for anyone to get started while still challenging true running enthusiasts.

Self-lubricating Ultimate Deck System with industrial-grade cushioning provides over 25,000 miles of proven performance.

Our Endurance Treadmill is ideal for heavy use in professional fitness facilities where space is at a premium and budgets need to stretch further. A precision-engineered drive system and deck stand up to heavy daily use, and smart maintenance features minimize downtime so members of all kinds can get a run just right for their goals.

4.2 HP AC motor with Dynamic Response Drive System fine-tunes response based on footfall pattern for a smooth, consistent workout up to 20 km/h / 12 mph. Conveniently placed speed and incline controls provide tactile feedback with each adjustment.

Easily removable side rails, front roller assembly and an easy-to-open motor cover streamline service and maintenance for technicians, minimizing downtime.

MATRIX

ENDURANCE **TREADMILL**

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.

CONSOLE SPECS	TOUCH XL / TOUCH		PREMIUM LED	LED	GROUP TRAINING LED
Display	**Touch XL:** 56 cm / 22" class capacitive touchscreen LCD	**Touch:** 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	16		14	12	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes			No	
Analog TV	NTSC, PAL, SECAM		Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2		Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS		No		
Pro:Idiom Compatibility	Optional; IPTV and coax		Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WIFI	Yes			Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate		Yes; heart rate	No	
ANT+	Yes; heart rate		No		
RFID Wireless Login	Yes		Optional		
Connects to Apple Watch	Yes		Optional	No	
Made for IPhone®, IPad®, IPod®	Yes		No		
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates		
Wireless Charging (QI)	Yes		No		
CSAFE Ready	Yes				
Auto Wake-up	Yes		No		

FRAME SPECS	
Drive System	4.2 hp AC Dynamic Response Drive System
Speed Range	0.8–20 km/h / 0.5–12 mph
Incline Range	0-15% (317.5-kg / 700-lb thrust-elevation motor)
Running Surface Area	152 x 56 cm / 60" x 22"
Running Surface Type	Belt and deck
Cushioning System	Ultimate Deck
Handlebar Design	Molded ergo-grip design
Crossbar Controls	Yes
Contact & Telemetric HR	Yes
Step-on Height	22.9 cm / 9"
Service Caster	No
Cast Aluminum End Caps	No
Max User Weight	182 kg / 400 lbs.
Ethernet Connectivity	Yes
Tread Sense	Yes
Assembled Dimensions	213 x 87 x 163 cm / 83.9" x 34.3" x 64.2"
Power Requirements	20 A dedicated circuit required, non-looped grounded

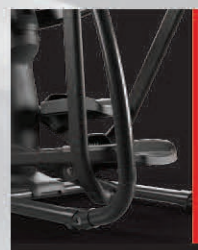
MATRIX

PERFORMANCE

ELLIPTICAL

The premium design of our ultra-durable elliptical exceeds expectations with smooth, natural movement and streamlines service like never before.

Our Performance Elliptical sets the standard for low-impact, high-intensity workouts and stands up to a steady stream of users for years. A design that's durable and easy to service minimizes downtime, while refined ergonomics and constant acceleration provide a feel that's more comfortable, smooth and natural.



53 cm / 21" stride length, optimized pedal spacing, oversized pedals, contralateral handlebars and constant rate of acceleration enhance comfort.

Patented suspension design is wheel- and track-free, reducing noise and minimizing friction to extend product life. Top-down levelers make adjustments easier after installation, maintenance and use, and a removable disk streamlines service to minimize downtime.

Convenience features include low step-on, rear entry, ergonomic grips with contact and telemetric heart rate tracking, water bottle holder and accessory tray.

MATRIX

PERFORMANCE ELLIPTICAL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.

CONSOLE SPECS	TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WIFI	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate		No	
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for IPhone®, IPad®, IPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (QI)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
FRAME SPECS				
Resistance System	Brushless generator			
Minimum Watts	5 W powered or 35 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Stride Length	53.3 cm / 21"			
Step-on Height	24 cm / 9.5"			
Pedal Spacing	6.4 cm / 2.5"			
Watt Range	5–650 W			
Contact and Telemetric HR	Yes			
Top-down Levelers	Yes			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	178 x 74 x 174 cm / 70" x 29.2" x 68.5"			
Power Requirements*	100–240 V — 50/60 Hz AC	Self-powered or 100–240 V — 50/60 Hz AC		

*Power recommended for connectivity features

MATRIX

ENDURANCE

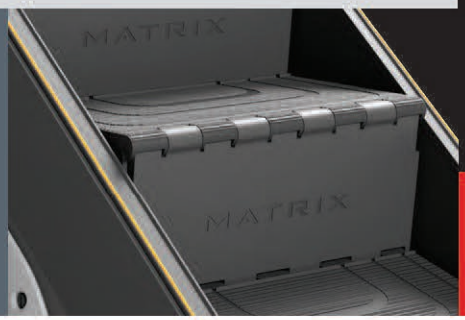
CLIMBMILL

A blend of streamlined design and smooth operation make it easy for beginners to start climbing and enthusiasts to climb further than ever.

Our Endurance ClimbMill is ideal for heavy use in fitness facilities where space is at a premium and budgets need to stretch further. Smart, heavy-duty design offers a secure, stable workout and stands up to tough environments. It's even easy to service, minimizing downtime for all your members who love a true climbing workout.

Oil-free drive system, anti-rust design and our exclusive Sweat Management System reduce maintenance and enhance durability, extending product life.

Control Drive stops stairs immediately if anything pushes against the direction of rotation for stair-climbing security, while extra-deep steps and positioning software make quality climbing workouts accessible to members of different ability levels.



The side access panel can be removed quickly, while modular components and an internal service light streamline maintenance.

MATRIX

ENDURANCE **CLIMBMILL**

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.

CONSOLE SPECS	TOUCH XL / TOUCH		PREMIUM LED	LED	GROUP TRAINING LED
Display	**Touch XL:** 56 cm / 22" class capacitive touchscreen LCD	**Touch:** 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	13		9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes			No	
Analog TV	NTSC, PAL, SECAM		Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2		Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS		No		
Pro:Idiom Compatibility	Optional; IPTV and coax		Optional; attachable add-on Pro:Idiom TV (* IPTV)		
WIFI	Yes			Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate		Yes; heart rate	No	
ANT+	Yes; heart rate		No		
RFID Wireless Login	Yes		Optional		
Connects to Apple Watch	Yes		Optional	No	
Made for IPhone®, IPad®, IPod®	Yes		No		
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates		
Wireless Charging (QI)	Yes		No		
CSAFE Ready	Yes				
Auto Wake-up	Yes		No		
FRAME SPECS					
Drive System	Clutched ECB with industrial-grade drive chain and belt				
Step Dimensions	25.4 x 46 x 20.3 cm / 10" x 18" x 8"				
Handlebar Design	Perimeter				
Auto-stop Function	Yes; frame mounted IR				
Control Zone	No				
Locking Staircase	Yes				
Top-down Levelers	Yes				
Contact & Telemetric HR	Yes				
Step-on Height	36 cm / 14"				
Service Caster	No				
Minimum User Weight	45 kg / 99 lbs.				
Max User Weight	182 kg / 400 lbs.				
Ethernet Connectivity	Yes				
Assembled Dimensions	138 x 85 x 212 cm / 54.5" x 33.5" x 83.5"				
Power Requirements	100-240 V — 50/60 Hz AC				

MATRIX

LED
CONSOLE

Keep the exercise experience simple with our easy-to-use, easy-to-read LED Console.

Convenience features like optional RFID login, a headphone jack and a reading rack for personal devices make every workout a seamlessly smooth experience.

Virtually anyone can step up to our LED Console and enjoy the easy navigation of the interface. Complete, easy-to-read workout feedback helps members gauge performance at a glance. Includes optional WiFi to work with select products from our Connected Solutions portfolio, including Personal Trainer Portal, Workout Tracking Network and Asset Management.

The large number display and message center provide clear, easy-to-read workout feedback that keeps members on track for their goals, providing a straightforward exercise experience that helps them get real results.

Accommodates CSAFE devices for remote audio from wall-mounted TVs, control of Set Top Box (STB) kits and tracking of third-party equipment data.

MATRIX

LED CONSOLE

With optional WiFi, our LED Console works with select products from the Matrix Connected Solutions portfolio, including Personal Trainer Portal, Workout Tracking Network and Asset Management.

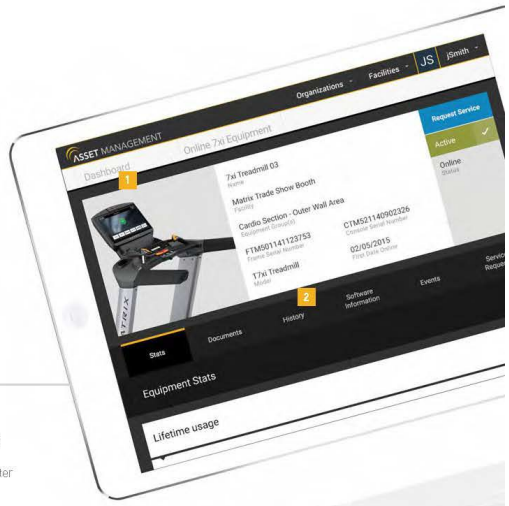
CONSOLE SPECS	LED
Display	Large number LED with message center
Workouts	Go, manual, interval training, fat burn, rolling hills, target heart rate, glute training*, fitness tests
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	No
Analog TV	Optional; attachable add-on TV
Digital TV	Optional; attachable add-on TV
IPTV	No
Pro:Idiom Compatibility	Optional; attachable add-on Pro:Idiom TV (= IPTV)
WIFI	Optional; included with Asset Management and/or Workout Tracking Network app
Bluetooth	No
ANT+	No
RFID Wireless Login	Optional
Connects to Apple Watch	No
Made for IPhone®, IPad®, IPod®	No
USB Port	Yes; device charging, software updates
Wireless Charging (QI)	No
CSAFE Ready	Yes
Auto Wake-up	No

COMPATIBILITY			
CONNECTED SOLUTIONS	ASSET MANAGEMENT	PERSONAL TRAINER PORTAL	WORKOUT TRACKING NETWORK

*Workout not available on all modalities.

PUTTING POWERFUL TOOLS IN THE PALM OF YOUR HAND.

Take advantage of our exclusive Asset Management system to protect your investment, extend the longevity of your equipment and receive immediate service from our unparalleled support team. We're continuously refining our Asset Management system to serve you better, and it's only available from Matrix.



1 EASILY VIEW YOUR PRODUCT INFORMATION
Asset Management uses easy-to-read color-coding to instantly tell you whether a product is functioning properly. Plus, you can quickly access equipment information like product manuals or service documentation.

2 ACCESS EQUIPMENT-SPECIFIC DATA
Quickly gauge individual equipment activity with summaries of the product's use over time. This invaluable data can help you better manage your inventory.

3 CUSTOMIZED REPORTS
Access the equipment data you want, when you want it with more robust and flexible reporting capabilities. Streamlined workflows and improved filtering make creating custom reports for your equipment easier than ever before.

4 AUTOMATIC NOTIFICATIONS
Asset Management also automatically notifies facility staff and customer service of any maintenance concerns that need to be addressed, so you can take action immediately and maximize equipment uptime.

ASSET MANAGEMENT

// 2

CUSTOMIZE EQUIPMENT NAMES
Not only can you name your facility or center, but you can also configure the system so that equipment names follow facility policy for easy identification by staff and service providers.

USAGE PATTERNS
The system monitors the percentage of use in relation to capacity so you can have a greater insight into the usage patterns that will allow you to maximize product life. It also helps identify the optimum product mix to make the most effective use of your space. Perhaps most importantly, all of this data is easy to understand at a glance.

ACCESS ONLINE SERVICE PORTAL
This secure website enhances communication and accountability between you, Matrix and your service provider.

CUSTOMIZE FACILITY COMMUNICATION
Promote events and specials, customize equipment home screens with your logo and much more.

KEEPING AN EYE ON YOUR PRODUCTS SO YOU DON'T HAVE TO.

The Matrix Asset Management system takes the power, performance and possibilities of fitness equipment management to an entirely new level. Utilizing the internet connection standard on all Matrix consoles, Asset Management communicates a comprehensive view of the performance statistics to you, Matrix and your service provider.

USE INFORMATION TO YOUR ADVANTAGE

A wide variety of data and information flows to and from the Matrix Asset Management system. In addition to the of usage data reporting, you'll benefit from the following capabilities.

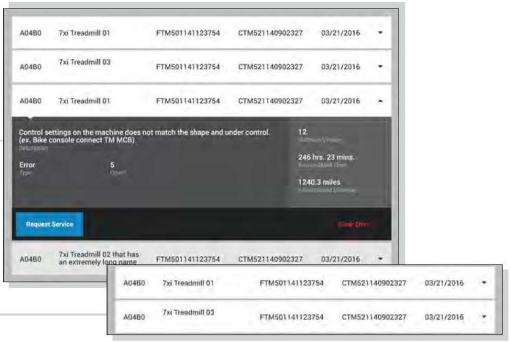
EMAIL NOTIFICATION
You're automatically contacted by email when a maintenance alert or offline status occurs, which helps limit downtime.

SERVICE PORTAL
The service portal fosters communication between you, Matrix and your service provider, which improves accountability.

SOFTWARE UPDATES
Software updates occur automatically, ensuring you're always running the latest software on your console.

FACILITY MANAGEMENT
Non-connected equipment can also be included, allowing you a comprehensive view of your facility floor.

TRUE INTEGRATION



ALERTS, ERRORS AND OFFLINE STATUSES

Each facility has a live log of all alerts that are present on equipment that is online. Alerts consist of fault conditions or errors, as well as preventative maintenance reminders. In the event of a fault condition, you can receive email notifications when the fault occurs. The Matrix customer service and engineering team always receive the email notifications, too.

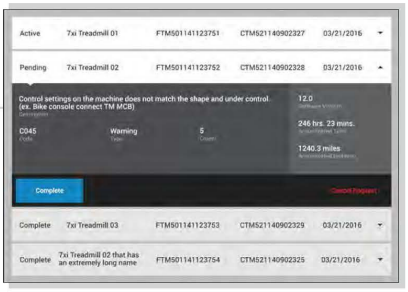
EQUIPMENT SPECIFIC

Here is a detailed look at a specific fault condition with detailed description.

SERVICE REQUESTS MADE EASY

Matrix service technicians in the field, or your technicians on staff, can request further service on any product connected to the Matrix Asset Management system. This great capability will virtually eliminate the risk of communicating the wrong type, serial number or other information, since all relevant product info is documented automatically in the ticket submission form.

The system records the date and time of ticket submissions, enabling you to track the performance of our customer service team.



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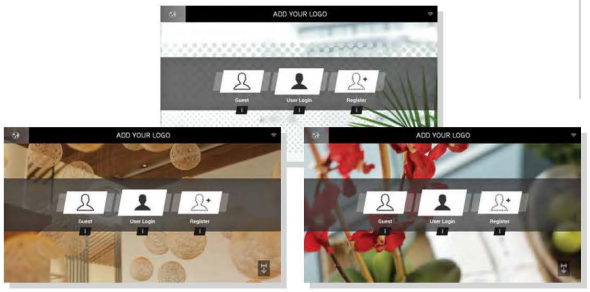
CUSTOMIZATION MADE EASY

CALENDAR COMMUNICATION

Asset Management is also the facility-facing portal that allows customization of Matrix 7xi and 7xe consoles. Right in Asset Management, you can program the calendar app that customers view on the interface. This enables you to use the calendar to show general facility schedules and information, sales specials or any text you want your customers to see.

BRANDING

The 7xi and 7xe console login page comes standard with a lifestyle image representing the Matrix brand. This image can be replaced with your facility's logo or any other image you want to present to your customers. This is also a good place for you to actively engage and communicate with your customers.



// 6

xR6000s

FUELING THE MOST COMFORTABLE AND EFFECTIVE RECUMBENT WORKOUTS

xRide

Offer comfortable challenges and variety in workouts with the unique xRide® recumbent elliptical, which delivers incredible effectiveness to exercisers of different ages and fitness levels.

OCTANE ADVANTAGES

- 210-degree swivel seat
- Side platforms
- Upper/lower-body isolation
- Active Seat Position™
- Step-through design
- Simple start-up

POWERSTROKE™

Facilitates leg extension to engage more muscles, burn calories and help achieve optimal results from a seated position.

SWIVEL SEAT

To maximize ease of entry and exit, the swivel seat turns +/- 210 degrees to comfortably accommodate exercisers.

CUSTOMIZED COMFORT

The Active Seat Position is designed for different size exercisers by offering multiple tilt and height adjustments for the perfect fit and superior comfort.

UPPER AND LOWER-BODY ISOLATION

Users can complete total-body workouts, or exclusively target their upper or lower body during intervals for variety.

Octane FITNESS

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WHO USES OCTANE?

HEALTH CLUBS

24 Hour Fitness
Anytime Fitness
Athletes' Performance, Inc. (EXOS)
Crunch
Equinox
Gold's Gym
Life Time Fitness
Powerhouse Gyms
Retro Fitness
Snap Fitness
UFC Gym
YMCA

COLLEGES/ UNIVERSITIES

Columbia University
Duke University
Georgetown
Michigan State University
Texas A&M
UMASS
University of Iowa
University of Kentucky
University of Minnesota
University of Wisconsin

CORPORATE WELLNESS CENTERS

Anheuser-Busch
Delta Air Lines
Facebook
Ford Motor Company
General Electric
Alphabet, Inc. (Google)
Intel
Johnson & Johnson
Procter & Gamble
Reebok Corporation

MILITARY/ GOVERNMENT

Naval Special Warfare Group Four
Fort Bragg (Special Operations)
Joint Bas Langley - Eustis
Macdill Air Force Base (Special Operations Command)
UK Ministry of Defence
Nellis Air Force Base
Patrick Air Force Base
Scott Air Force Base
U.S. Coast Guard
U.S. Naval Academy

Octane FITNESS

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xR6000S SPECIFICATIONS

• Standard ○ Optional

KEY MECHANICAL FEATURES	
Swivel seat	210°
Side platforms	•
Oversized platform	•
Walk-through design	•
Oversized soft grip pedals	•
Stationary footpegs	•
Seat height adjustments	20
Seat tilt adjustments	•
MultiGrip™ handlebars	•
1-time adjustable handlebar position	•
Stationary handlebars	•
Phone holder	•
Water bottle holder	•
Tablet/reading rack*	•
Transport wheels	•
Moving handlebar lock-out option	○
Pedal straps	○

ELECTRONIC FEATURES	
Resistance levels	30
Digital contact heart rate on stationary handlebars	•
Wireless heart rate ready (ANT+™ and Polar®)	•
Finger tip controls on stationary handles	•
Console fan (3 speeds)	•
Self-powered (standard console only)	•
Mobile device charging via USB port	•
Replaceable headphone jack	•
CSAFE® compatible	•

CONSOLE OPTIONS	
Smart	10" (25.4 cm) capacitive touch screen
Standard	Large LED display with integrated capacitive buttons

ENTERTAINMENT OPTIONS	
Personal Viewing Screen	○
Wireless 900 Mhz	○

WORKOUTS	
Number of programs	14

PRESET RESISTANCE PROGRAMS	
Manual	•
Random	•
Interval	•
Hill	•
Distance goal	•
Calorie goal	•

HEART RATE-CONTROLLED PROGRAMS	
Fat Burn	•
Heart Rate Interval	•
Heart Rate Hill	•
Heart Rate Speed Interval	•

ADVANCED PROGRAMS	
30:30 Interval	•
MMA	•
Constant Watts	•
Constant METs	•

WORKOUT BOOSTERS	
X-Mode™	•
Leg Press	•
Chest Press	•

PRODUCT SPECIFICATIONS	
Max user weight	400 lbs (181 Kg)
Footprint (W x L)	39" x 72" (99 cm x 183 cm)
Product weight	339 lbs (154 Kg)

WARRANTY	
Frame	10 years
Parts	3 years
Labor	1 year

Warranty outside the US and Canada may vary.

SMART CONSOLE

STANDARD CONSOLE

PERSONAL VIEWING SCREEN

© 2019 Octane Fitness, LLC. xRide is a trademark of Octane Fitness, LLC, registered in the United States and other countries.

Octane FITNESS

*Smart console only

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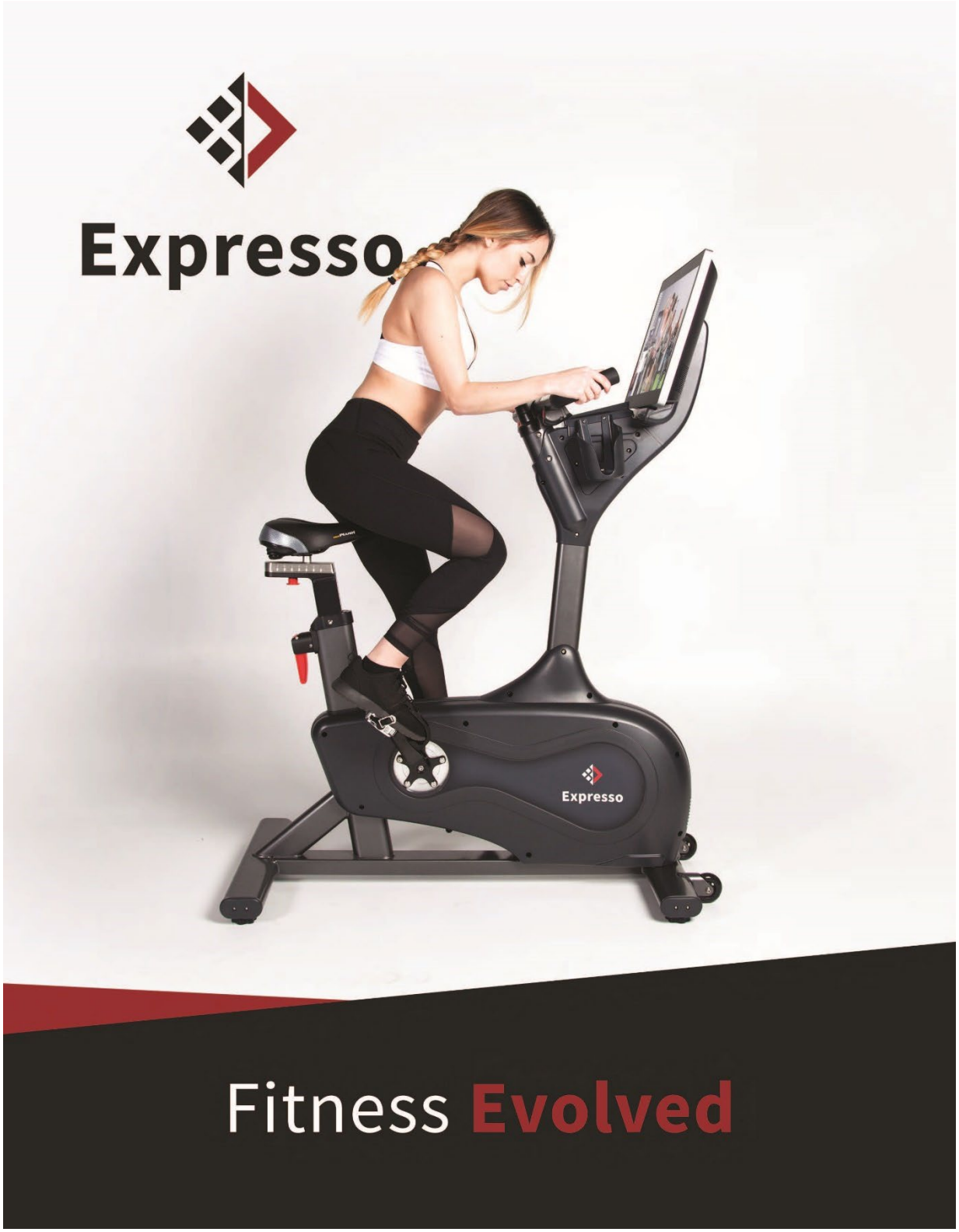

Expresso
Expresso
Fitness Evolved

Expresso

Upright Bike

Your all-new Expresso Bike raises the bar for indoor cycling, yet again. With interactive road racing, studio cycling, and HIIT gaming all in one beautiful machine, your Expresso Bike gives you the world's best workout however you like it.

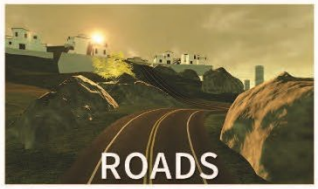
The View is Spectacular The fully-immersive, 26.5 inch HD touchscreen is the largest available, connecting you to your workout like never before.

Handlebars That Turn...Heads State of the art handlebars turn left and right, driving your workout experience and making each ride unique.

Viva la Resistance The breakthrough magnetic resistance drive simulates terrain with incredible accuracy. Nothing is closer to the outdoors.

Designed to Fit You Ergonomically set for maximum comfort and total customization. Compatible with your favorite third party saddle and pedals.

Beautifully Built to Last Understated yet elegant. Designed to stand out and fit in. The laser-cut steel frame, military grade electronics, and battle tested drivetrain ensure maintenance free workouts for years to come.



Immerse yourself in 300+ miles of stunning interactive roads. From snowy mountains to Mayan ruins, riding your Expresso Bike is just like riding outdoors...minus the helmet and cold weather gear.

Kick your training up a notch with Studio SWEAT onDemand. Cat Kom and her elite group of expert trainers are here to motivate you with new classes every week.

STUDIO sweat onDemand

Play the most advanced, and FUN, fitness games designed for High Intensity Interval Training (HIIT). Short sprints, rugged terrain, and friendly competition will get you sweating and smiling.

Dimensions: 47x24x62 in. • **Weight:** 165 lbs. • **Power:** 100-240V AC 50/60 Hz
Touchscreen: 26.5 in. with full 1080p resolution • **Workout Options:** Roads, Studio, Games, TV, Manual • **Resistance Levels:** 30 • **Max Watts:** 800
Connectivity: Wireless WiFi 802.11n+ / Wired Gigabit LAN+

Fitness **Evolved**

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MATRIX

Rower

- Brushed aluminum flywheel with 10 precise magnetic resistance settings offers challenge to first-time users and experienced rowers alike
- Clearly defined quick keys provide instant access to sprinting, distance rowing and high-intensity interval training programs
- Ergonomic contours of the seat makes intense training sessions more comfortable than ever
- Long, reinforced handle includes a comfort-enhancing over-mold that allows both large and small users to comfortably pull stroke after stroke
- Can be tilted up to minimize footprint, and built-in wheels make it easy to roll the rower into storage or to a new place on your circuit training floor
- Adjustable, backlit console makes it easy to set your training goal and measure your results
- Compact footprint offers easy placement virtually anywhere in your facility
- Seat lock offers enhanced stability when getting on or off the rower
- Heel cups include quick release buckles that let users quickly get off the rower, ideal for circuit training
- High-quality cord is paired with a long aluminum rail reinforced with stainless-steel strips to stand up to a steady stream of users in the busiest exercise environments

CONSOLE	
Display Screen	Extra-large Backlit LCD Display, 3.5" x 2.5" Screen
Display Readout	Time, Distance, SPM (strokes per minute), Stroke, Watts, Heart Rate, Calories, 500 mtr/split
Programs	Manual, Interval, Challenge
Telemetric Receiver	Yes

SPECIAL FEATURES	
Handlebar Design	Extra-long Ergo Grip Handlebar
Foot Stretchers	Adjustable Heel Cups with Easy-to-read Settings
Monorail	Aluminum

TECHNICAL DATA	
Resistance Technology	Magnetic Resistance
Resistance Levels	10
Drive System	Coil Spring Poly-V Belt
Max User Weight	160 kg / 350 lbs.
Product Weight	55 kg / 121 lbs.
Overall Dimensions (L x W x H)	222.6 x 54.5 x 57.7 cm / 87.6" x 21.5" x 22.7"
Power Requirements	Generator Powered LCD Display w/ Back-up Memory Battery

QUOTE - STRENGTH TRAINING EQUIPMENT

PROPOSAL

Proposal#:PR-39250 Date Created:01/09/2023 Expires On: 02/08/2023 Terms: Net-30 with PO Prepared By: Lance Gauntt	**Representative Contact Info:** Lance Gauntt Ph: (404) 576-5670 lance@readyfitness.com	**Ready Fitness** 4295 Hamilton Mill Road Suite 200 Buford, GA 30518 www.readyfitness.com Phone: (404) 551-4472 Fax: (404) 420-2568

BILLING & SHIPPING

Bill To Name: Bill To Address:	City of South Fulton - Welcome All Park 4255 Will Lee Road College Park, GA 30349 USA	**Ship To Name:** Ship To Address:	City of South Fulton - Welcome All Park 4255 Will Lee Road College Park, GA 30349 USA
Bill To Contact:	Ternard Turner	Ship To Contact:	Steven Maxwell

Product	Description	Qty	MSRP	Your Price	Total Price
Matrix G3MS20	Aura Cable Crossover, with Adjustable Pulleys	1	$5,655.00	$4,444.00	$4,444.00
Matrix VS-S13	Versa, Chest Press, Converging	1	$3,775.00	$2,613.00	$2,613.00
Matrix VS-S22	Versa, Pec Fly/Rear Delt	1	$4,175.00	$2,538.00	$2,538.00
Matrix VS-S23	Versa, Shoulder Press, Converging	1	$4,275.00	$2,806.00	$2,806.00
Matrix VS-S40	Versa, Biceps Curl	1	$3,230.00	$2,219.00	$2,219.00
Matrix VS-S70	Versa, Leg Press-Heavy Stack	1	$4,850.00	$3,388.00	$3,388.00
Matrix VS-S74	Versa, Hip Adduction/Abduction	1	$4,100.00	$2,438.00	$2,438.00
Matrix VS-S531	Versa Combo Ab/Low Back	1	$4,040.00	$2,369.00	$2,369.00
Matrix VS-S601	Versa Combo Chin/Dip Assist-Heavy Stack	1	$5,625.00	$3,538.00	$3,538.00
Matrix VS-S711	Versa Combo Leg Ext/Leg Curl	1	$4,100.00	$2,688.00	$2,688.00
Matrix VS-HVY	Versa Heavy Stack Option	2	$235.00	$169.00	$338.00
Matrix MG-A678	Magnum Breaker Olympic Flat Bench (w/integrated storage horns)	1	$2,105.00	$1,575.00	$1,575.00
Matrix MG-A679	Magnum Breaker Olympic Incline Bench (w/integrated storage horns)	1	$2,220.00	$1,669.00	$1,669.00
TKO 803OR-2.5	Olympic 2.5lb. Rubber Dual Grip Plate	2	$7.50	$6.99	$13.98
TKO 803OR-5	Olympic 5lb. Rubber Dual Grip Plate	2	$15.00	$13.99	$27.98
TKO 803OR-10	Olympic 10lb. Rubber Dual Grip Plate	2	$30.00	$26.99	$53.98
TKO 803OR-25	Olympic 25lb. Rubber Dual Grip Plate	2	$75.00	$66.99	$133.98
TKO 803OR-35	Olympic 35lb. Rubber Dual Grip Plate	2	$105.00	$93.99	$187.98
TKO 803OR-45	Olympic 45lb. Rubber Dual Grip Plate	6	$135.00	$117.99	$707.94
TKO 803OR-300	255lb Olympic Rubber Grip Plate Set with Bar & Spring Clips	2	$946.00	$869.00	$1,738.00

Product	Description	Qty	MSRP	Your Price	Total Price
Matrix MG-A82	Multi-Adjustable Bench	2	$1,405.00	$1,056.00	$2,112.00
Torque QT54365 Welcome All-rev	X-Create Custom 4-Module Wall (Black Satin). Smith, Seated Row, Lat Pulldown Modules, Accs Strg, Vert Wt Storage, Resist Band & Battle Rope Anchor. Note: Customer responsible for anchoring this unit to a concrete sub-floor per mfg's protocol.	1	$22,032.00	$18,299.00	$18,299.00
FDI-Anchoring	Anchoring of Rigs/Racks; Floor anchoring must be to concrete floor. Wall anchoring must be to concrete wall or reinforced wall. See mfg's installation manual for further details. Incl labor & materials; $50 per anchoring point.	12		$50.00	$600.00
TKO 509CMB-6	6 lb. Commercial Med Ball	1	$43.00	$39.99	$39.99
TKO 509CMB-8	8 lb. Commercial Med Ball	1	$50.00	$46.99	$46.99
TKO 509CMB-10	10 lb. Commercial Med Ball	1	$57.00	$52.99	$52.99
TKO 509CMB-12	12 lb. Commercial Med Ball	1	$64.00	$58.99	$58.99
TKO 509CMB-15	15 lb. Commercial Med Ball	1	$72.00	$64.99	$64.99
Body Solid BSTSB45	45 CM Stability Ball, Green	1	$39.99	$34.99	$34.99
Body Solid BSTSB55	55 CM Stability Ball, Gray	1	$42.99	$36.99	$36.99
Body Solid BSTSB65	65 CM Stability Ball, Red	1	$44.99	$38.99	$38.99
Body Solid KBC-5	Rubber Coated Kettle Bell, Chrome Handle-5lb	1		$28.99	$28.99
Body Solid KBC-10	Rubber Coated Kettle Bell, Chrome Handle-10lb	1		$47.99	$47.99
Body Solid KBC-15	Rubber Coated Kettle Bell, Chrome Handle-15lb	1		$57.99	$57.99
Body Solid KBC-20	Rubber Coated Kettle Bell, Chrome Handle-20lb	1		$77.99	$77.99
Body Solid KBC-25	Rubber Coated Kettle Bell, Chrome Handle-25lb	1		$98.99	$98.99
Body Solid BSTB-5 PACK	Resistance Bands, 5 pack	1	$169.00	$150.00	$150.00
ABS3006	Battle Rope ST	1	$249.00	$239.00	$239.00
TRX CLUB4	Commercial Suspension Trainer V4 w/Adjustable Foot Cradles	1	$209.95	$199.99	$199.99
TRX CLUB Poster	All Body Strength Advanced Poster	1		$24.95	$24.95
Matrix LJC-OLY-BLK	XULT Olympic Lock Jaw Collars, pr ZMD4004036	1	$42.99	$32.50	$32.50
FDI-Freight	Freight	1		$1,926.62	$1,926.62
FDI-Delivery-Company	Delivery of products/materials by company vehicle	1		$1,205.40	$1,205.40
FDI-Installation	Installation	1		$1,687.51	$1,687.51
P-DISC	Matrix pricing based on NCPA Contract #08-23. Freight, Delivery & Installation included in pricing. Membership required.	1		$0.00	$0.00
P-DISC	Package Discount	1		($690.00)	($690.00)

TOTALS	
Total Price	$61,960.68
Sales Tax	$0.00

MATRIX

Adjustable Cable Crossover

G3MS20P

- Four configurations with a varying number of stations; 4-stack, 5-stack, 8-stack, and freestanding adjustable cable crossover
- Low row and lat pulldown have dual pulley configurations for greater training variety
- 5-stack and 8-stack configurations come with a connecting cable crossover tube with integrated pull-up bar
- Each configuration contains one or more of the following popular gym exercises: low row with dual pulleys, lat pulldown with dual pulleys, adjustable cable column, and triceps pressdown
- Designed so more than one of each station can be assembled in each 4-stack

EASE OF USE	
Color-coded Pivots & Adjusts	Yes
Bottle & Towel Holder	Yes
Ergo Form Cushions	Yes

FRAME	
Over-sized Frame Tubing	Yes
Frame finish	Proprietary two-coat powder process
Frame Color	Polarized Titanium

TECH SPECS	
Overall Dimensions (L x W x H)	397.4 x 90.0 x 239.6 cm / 156.5" x 35.4" x 94.3"
Weight Stack	2 x 91 kg / 2 x 200 lbs.
Product Weight	399 kg / 880 lbs.
Shipping Weight	451 kg / 995 lbs.

WEIGHT STACK	
Self-lubricating Weight Stack Bushings	Solid cold-rolled steel plate, with Teflon inner bushings.
Suspension	3-Point Design
Guards & Pulleys Covers	Yes
Weight Pins	Magnetic & tethered

MATRIX

Converging Chest Press

VS-S13

- Independent converging movement provides a natural path of motion
- Designed for easy entry and exit
- Adjustable start position facilitates increased range of motion
- Incremental weight

ADJUSTMENTS	
Color coded pivots & points of adjustment	Yes
User adjustment range	4 user start options

FRAME & CABLES	
Cable transmission	Internally lubricated cables & fittings
Frame finish	Proprietary two-coat powder process
Frame color	Iced Silver
Machine anchoring	Machine anchoring locations

TECH SPECS	
Overall dimensions	139.3 x 134.7 x 167.1 cm / 54.9" x 53.0" x 65.8"
Rep counter machine usage tracking	Service mode tracks total machine reps and hours of use
Rep counter battery life	Approximately 3 years
Rep counter power supply	2 AA batteries

USER AMENITIES	
Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
Placard color coding	Yellow (upper body)
Foot Support Kit	Foot support kit accommodates users of all sizes for additional lower body support
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (towel holder on rep counter only)
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook

WEIGHT STACK	
Weight plate increments	Heavy: 15 lbs (6.8 kg) & 10 lbs (4.5 kg); Standard: 10 lbs (4.5 kg)
Incremental weight system	5 lbs (2.3 kg)
Consistent stack height	Yes
Weight stack guarding	Full front and rear shields

MATRIX

Pec Fly/Rear Delt

VS-S22

- Large oversized grips accommodate users of all sizes
- Wide motion for improved bio-mechanics and dual function
- Forward-facing user position for both movements provides greater comfort and ease of use
- Incremental weight

ADJUSTMENTS	
User adjustment range	Adjustable Start Position from Front to Rear
Color coded pivots & points of adjustment	Yes

FRAME & CABLES	
Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS	
Rep counter battery life	Approximately 3 years
Rep counter power supply	2 AA batteries
Rep counter machine usage tracking	Service mode tracks total machine reps and hours of use
Overall dimensions	150.5 x 169.0 x 167.1 cm / 59.2" x 66.5" x 65.8"

USER AMENITIES	
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
Placard color coding	Yellow (upper body)
Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements

WEIGHT STACK	
Incremental weight system	5 lbs (2.3 kg)
Weight plate increments	Heavy: 15 lbs (6.8 kg) & 10 lbs (4.5 kg); Light: 10 lbs (4.5 kg)
Total stack weight	Heavy: 200 lbs (91 kg); Light: 150 lbs (68 kg)
Weight stack guarding	Full front and rear shields
Consistent stack height	Yes

MATRIX

Converging Shoulder Press

VS-S23

- Independent converging movement provides a natural path of motion
- Counterbalanced pressing arms for optimized starting resistance
- Dual-position hand grips allow for greater training variety
- Incremental weight

ADJUSTMENTS	
User adjustment range	2 User grip positions
Color coded pivots & points of adjustment	Yes

FRAME & CABLES	
Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS	
Rep counter battery life	Approximately 3 years
Rep counter power supply	2 AA batteries
Rep counter machine usage tracking	Service mode tracks total machine reps and hours of use
Overall dimensions	171.0 x 143.7 x 203.6 cm / 67.3" x 56.6" x 80.1"

USER AMENITIES	
Foot Support Kit	Foot support kit accommodates users of all sizes for additional lower body support
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
Placard color coding	Yellow (upper body)
Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements

WEIGHT STACK	
Incremental weight system	5 lbs (2.3 kg)
Weight plate increments	Heavy: 15 lbs (6.8 kg) & 10 lbs (4.5 kg); Light: 10 lbs (4.5 kg)
Total stack weight	Heavy: 230 lbs (104 kg); Light: 160 lbs (72 kg)
Weight stack guarding	Full front and rear shields
Consistent stack height	Yes

MATRIX

Bicep Curl

VS-S40

- Arm pad is angled for stability, and limits unwanted shoulder movement during exercise
- Incremental weight
- Optimized pivot location creates biomechanically correct range of motion

ADJUSTMENTS	
User adjustment range	Adjustable Seat
Color coded pivots & points of adjustment	Yes

FRAME & CABLES	
Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS	
Rep counter battery life	Approximately 3 years
Rep counter power supply	2 AA batteries
Rep counter machine usage tracking	Service mode tracks total machine reps and hours of use
Overall dimensions	121.8 x 127.0 x 167.1 cm / 48.0" x 50.0" x 65.8"

USER AMENITIES	
Foot Support Kit	Foot Support Kit accomodates shorter individuals (Optional)
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Contoured seat	Yes
Personal storage	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
Placard color coding	Yellow (upper body)
Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements

WEIGHT STACK	
Incremental weight system	5 lbs (2.3 kg)
Weight plate increments	Heavy: 15 lbs (6.8 kg) & 10 lbs (4.5 kg); Light: 10 lbs (4.5 kg)
Total stack weight	Heavy: 200 lbs (91 kg); Light: 150 lbs (68 kg)
Weight stack guarding	Full front and rear shields
Consistent stack height	Yes

MATRIX

Leg Press/Calf Press

VS-S70

- One-handed start adjustment for ease of use
- Assistance handle and low step over height for easy access
- Incremental weight
- Air shock assisted foot platform provides smoother adjustments
- Footplate identifies user foot position with unique visual indicators

ADJUSTMENTS	
Range of Motion Adjustment	Gas Assisted Foot Platform Adjustment
Color coded pivots & points of adjustment	Yes

FRAME & CABLES	
Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS	
Rep counter battery life	Approximately 3 years
Rep counter power supply	2 AA batteries
Rep counter machine usage tracking	Service mode tracks total machine reps and hours of use
Overall dimensions	232.4 x 102.4 x 167.1 cm / 91.5" x 40.3" x 65.8"

USER AMENITIES	
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Personal storage	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
Placard color coding	Blue (lower body)
Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements

WEIGHT STACK	
Incremental weight system	5 lbs (2.3 kg)
Weight plate increments	25 lbs (11 kg)
Total stack weight	415 lbs (188 kg)
Weight stack guarding	Full front and rear shields
Consistent stack height	Yes

MATRIX

Hip Abductor/Adductor

VS-S74

- Dual function machine saves space and increases functionality
- Reclined position for greater lumbar support
- Clearly indicated adjustments for ease of use
- Incremental weight

ADJUSTMENTS	
Range of Motion Adjustment	Range of motion adjustment & rotating knee pads
Color coded pivots & points of adjustment	Yes

FRAME & CABLES	
Machine anchoring	Machine anchoring locations
Cable transmission	Internally lubricated cables & fittings
Frame color	Iced Silver
Frame finish	Proprietary two-coat powder process

TECH SPECS	
Rep counter battery life	Approximately 3 years
Rep counter power supply	2 AA batteries
Rep counter machine usage tracking	Service mode tracks total machine reps and hours of use
Overall dimensions	169.6 x 159.1 x 167.1 cm / 66.8" x 62.6" x 65.8"

USER AMENITIES	
Rep counter	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
Personal storage	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
Placard color coding	Blue (lower body)
Rear placards	Color-coded machine identification & machine specific stretching
Front placards	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements

WEIGHT STACK	
Incremental weight system	5 lbs (2.3 kg)
Weight plate increments	Heavy: 15 lbs (6.8 kg) & 10 lbs (4.5 kg); Light: 10 lbs (4.5 kg)
Total stack weight	Heavy: 230 lbs (104 kg); Light: 160 lbs (72 kg)
Weight stack guarding	Full front and rear shields
Consistent stack height	Yes

VS-S531 Ab / Low Back

MATRIX

VERSA | SERIES

Mix and match a range of our two-in-one stations to make the most of your floor space while providing a complete strength training experience. Intuitive adjustment, incremental weight control and clearly illustrated placards make it easy for users of all ability levels to smoothly transition from one exercise to the next, while ergonomic design adds comfort to every workout.

TECH SPECS	
Overall Dimensions	132.2 x 131.5 x 167.1 cm / 52.1" x 51.8" x 65.8"
Product Weight (Standard)	231 kg / 509 lbs.
Product Weight (Heavy)	263 kg / 579 lbs.
Total Stack Weight (Standard)	72.6 kg / 160 lbs.
Total Stack Weight (Heavy)	104.3 kg / 230 lbs.

*Product specifications subject to change without notice.
**Shown with Versa+ package.

EXERCISE PLACARDS
Placards offer color-coded illustrations to guide stretching and identify targeted muscle groups.

ANGLED SEAT & BACK ROLLER PAD
The angled seat and back roller pad enhance user comfort and allow for a greater range of motion while providing back support.

MULTIPLE FOOT POSITIONS
Multiple foot positions accommodate users of different heights and body types comfortably.

INTUITIVE ADJUSTMENTS
Smoothly transition between exercises with one simple adjustment.

VS-S601 Chin / Dip Assist

MATRIX

VERSA | SERIES

Mix and match a range of our two-in-one stations to make the most of your floor space while providing a complete strength training experience. Intuitive adjustment, incremental weight control and clearly illustrated placards make it easy for users of all ability levels to smoothly transition from one exercise to the next, while ergonomic design adds comfort to every workout.

TECH SPECS	
Overall Dimensions	142.8 x 152.8 x 219.7 cm / 56.2" x 60.2" x 86.5"
Product Weight	307 kg / 676 lbs.
Total Stack Weight	93 kg / 205 lbs.

*Product specifications subject to change without notice.
**Shown with Versa+ package.

EXERCISE PLACARDS
Placards offer color-coded illustrations to guide stretching and identify targeted muscle groups.

GAS-ASSISTED KNEE PLATFORM
Gas-assisted knee platform folds up for unassisted bodyweight exercises and training variety.

MULTIPLE GRIP POSITIONS
Multiple grip positions accommodate users of different heights and body types comfortably.

FIXED DIP GRIPS
Fixed, angled dip grips are positioned to allow users to focus on triceps or chest depending on hand placement.

DURABLE FOOT PLATFORMS
Large, textured foot platforms provide easy entry and exit and can be reversed to extend component life.

VS-S711 Leg Extension / Leg Curl

MATRIX

VERSA | SERIES

Mix and match a range of our two-in-one stations to make the most of your floor space while providing a complete strength training experience. Intuitive adjustment, incremental weight control and clearly illustrated placards make it easy for users of all ability levels to smoothly transition from one exercise to the next, while ergonomic design adds comfort to every workout.

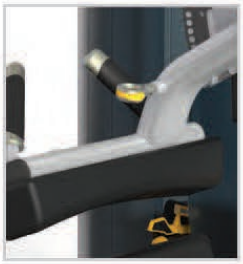
TECH SPECS	
Overall Dimensions	177.6 x 118.3 x 167.1 cm / 69.9" x 46.6" x 65.8"
Product Weight (Standard)	251 kg / 554 lbs.
Product Weight (Heavy)	283 kg / 624 lbs.
Total Stack Weight (Standard)	72.6 kg / 160 lbs.
Total Stack Weight (Heavy)	104.3 kg / 230 lbs.

*Product specifications subject to change without notice.
**Shown with Versa+ package.

EXERCISE PLACARDS
Placards offer color-coded illustrations to guide stretching and identify targeted muscle groups.

ANGLED SEAT AND BACK PADS
Angled seat and back pads encourage full quadriceps contraction.

CLEARLY MARKED PIVOT LOCATION
Pivot location is clearly marked to encourage correct alignment.



COLOR-CODED ADJUSTMENT POINTS
Adjustments are easily performed in the seated position.

MG-A678 Breaker Olympic Flat Bench

MATRIX

MAGNUM | SERIES

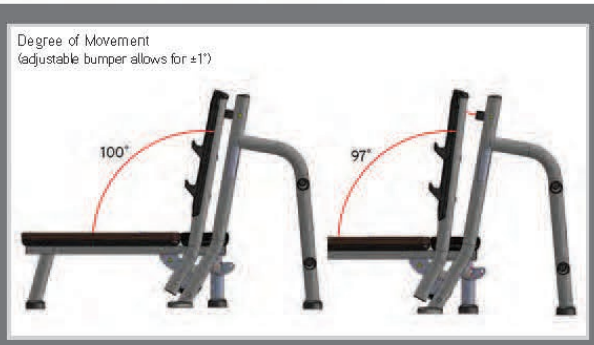
- Uprights pivot forward into ideal starting position – directly over the user for easy takeoff
- Molded urethane guards protect Olympic bars from damage, reduce noise and provide a hand rest for spotters
- Wide back pad stabilizes users during heavy lifts
- 10 weight-storage horns (20-kg / 45-lb. plates store at waist height)
- Designed to meet EN957 and ASTM safety standards
- Available with optional spotter platform (MG-AOSP)

EXCLUSIVE TECHNOLOGY FOR EASIER TAKEOFFS

This exclusive system uses pivoting uprights to place the bar directly over the user. We call them Breaker Benches because they eliminate the need for assistance to break the bar, allowing users to get into the start position with less stress on their joints. Greater comfort, easier takeoffs and increased efficiency add up to a superior solution for all users in resistance training.

Uprights resting in the start position

Uprights pivoted to forward position



Round Tubing
Our round-tube construction provides unmatched strength and durability along with distinctive aesthetics.

Ergonomics and Biomechanics
All Magnum products are designed to be comfortable while providing a natural, mechanically correct motion.

Durable Construction
Highlighted by steel tubing, our equipment is built to withstand the rigorous strength training of professional sports teams.

Frame Finish
Standard two-coat powder coating produces an automotive-quality finish that's highly resistant to chips and scratches.

FRAME	
Frame Finish	Proprietary two-coat powder process

TECH SPECS	
Shipping Weight	94 kg / 207 lbs.
Overall Dimensions (L x W x H)	173 x 168 x 130 cm / 68" x 66" x 51"

WARRANTY	
Frame (not coatings)	10 years
Weight Stack	5 years
Pulleys	5 years
Pivotal Bearings	5 years
Other / Items Not Specified	3 years
Labor	3 years
Upholstery / Springs / Grips	1 year
Accessories	6 months

For more information about Matrix Fitness: matrixfitness.com

1/15 | Rev 1.0

MG-A679 Breaker Olympic Incline Bench

MATRIX

MAGNUM | SERIES

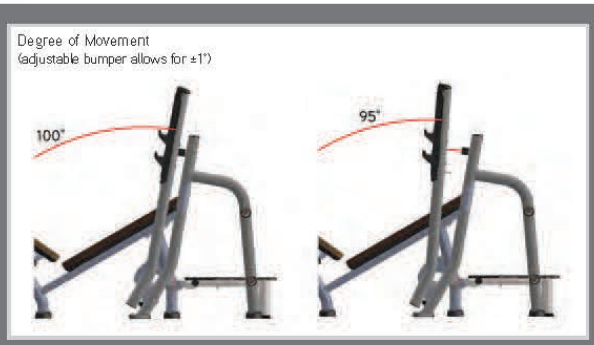
- Uprights pivot forward into ideal starting position – directly over the user for easy takeoff
- Molded urethane guards protect Olympic bars from damage, reduce noise and provide a hand rest for spotters
- Wide back pad stabilizes users during heavy lifts
- Ratcheting seat design for ease of use and adjustment
- 10 weight-storage horns (20-kg / 45-lb. plates store at waist height)
- Comes standard with built-in spotter platform
- Designed to meet EN957 and ASTM safety standards

EXCLUSIVE TECHNOLOGY FOR EASIER TAKEOFFS

This exclusive system uses pivoting uprights to place the bar directly over the user. We call them Breaker Benches because they eliminate the need for assistance to break the bar, allowing users to get into the start position with less stress on their joints. Greater comfort, easier takeoffs and increased efficiency add up to a superior solution for all users in resistance training.

Uprights resting in the start position

Uprights pivoted to forward position



Round Tubing
Our round-tube construction provides unmatched strength and durability along with distinctive aesthetics.

Ergonomics and Biomechanics
All Magnum products are designed to be comfortable while providing a natural, mechanically correct motion.

Durable Construction
Highlighted by steel tubing, our equipment is built to withstand the rigorous strength training of professional sports teams.

Frame Finish
Standard two-coat powder coating produces an automotive-quality finish that's highly resistant to chips and scratches.

FRAME	
Frame Finish	Proprietary two-coat powder process

TECH SPECS	
Shipping Weight	126 kg / 277 lbs.
Overall Dimensions (L x W x H)	170 x 168 x 160 cm / 67" x 66" x 63"

WARRANTY	
Frame (not coatings)	10 years
Weight Stack	5 years
Pulleys	5 years
Pivotal Bearings	5 years
Other / Items Not Specified	3 years
Labor	3 years
Upholstery / Springs / Grips	1 year
Accessories	6 months

For more information about Matrix Fitness: matrixfitness.com

1/15 | Rev 1.0

803OR | **FREE WEIGHT** | **OLYMPIC RUBBER GRIP PLATE**

The TKO Free Weight line provides high-quality with a stylish design to enhance the look of any facility. Built from the highest-end material and guaranteed to last in the highest used facilities like health clubs, college rec and high school levels.

PRODUCT SPECIFICATIONS

COLLAR OPENING: 2" / 50.6MM

DIAMETER: **2.5LB**: 6.30" **5LB**: 7.88" **10LB**: 9.44" **25LB**: 12.5" **35LB**: 14" **45LB**: 15.68"

WIDTH: **2.5LB**: .91" **5LB**: 1.09" **10LB**: 1.28" **25LB**: 2.03" **35LB**: 2.03" **45LB**: 2.03"

WARRANTY: 5 Year Commercial

FEATURES & BENEFITS

- Bi-lateral Grip design
- Durable, non-odor rubber encased
- Solid steel insert ensures precision fit

TKOSTRENGTH.COM | 1.866.856.3488
SALES@TKOSTRENGTH.COM

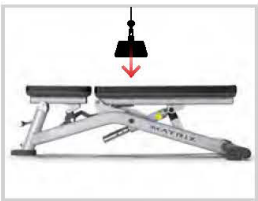
TKO

MG-A82 Multi-Adjustable Bench

MATRIX

MAGNUM | SERIES

Low Bench Height
46 cm / 17.8" floor-to-pad height minimizes lower back stress and prevents arching.

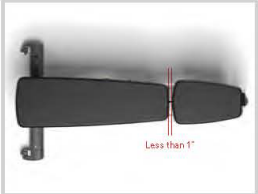


High Load Rating
Max User Weight 185.75 kg / 350 lbs.
Max Training Weight 272 kg / 600 lbs.

8 Levels of Adjustment
8 different angle adjustments including a low 15° adjustment increase exercise variability (0°, 15°, 25°, 35°, 45°, 55°, 65° and 75°).

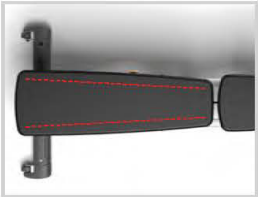
Synchronized Pad Movement
Seat and back pad move in unison, minimizing adjustments and providing the perfect seat-to-pad angle at each setting.

Back Pad Mounting Tabs
Back pad bolted off the frame's center provides wider support, increases stability during use and prevents future pad flex.



Minimal Pad Gap
Less than 2.5 cm / 1" of space between seat and back pad increases comfort.

Frame Guards
Bolted-on end caps with durable frame covers prevent frame damage.



Tapered Back Pad
Increased width at the shoulders provides added stability during lifts.

Transport Wheels & Angled Movement Handle
Transport wheels and ergonomic front handle help to easily move the bench around a facility.

TECH SPECS			
Overall Dimensions (L x W x H)	152 x 78 x 46 cm / 59.7" x 30.6" x 17.8"	Product Weight	55 kg / 121.5 lbs.
Max. Training Weight	272 kg / 600 lbs.	Max. User Weight	159 kg / 350 lbs.

For more information about Matrix Fitness: matrixfitness.com

12/16 | Rev 1.2

Torque QT51897
Welcome All Rec Center

X-DESIGN
FUNCTIONAL SPACE SOLUTIONS

TORQUE USA

DON'T QUIT.
EVER.

(THIS RENDERING IS FOR CONCEPTUAL PURPOSES ONLY. FEATURES AND ACCESSORIES MAY VARY.)

509CMB | **PERFORMANCE** | **COMMERCIAL MEDICINEBALL**

The TKO Performance line provides high-quality with a stylish design to enhance the look of any facility. Built from the highest-end material and guaranteed to last in the most frequently used facilities like health clubs, college rec and high school levels.

PRODUCT SPECIFICATIONS

WEIGHT/DIMENSIONS: 2 & 4LB - 8", 6, 8, 10 & 12lb - 9",15LB - 11"

COLOR: Red & Gray

WARRANTY: 1 Year

FEATURES & BENEFITS

- Heavy duty rubberized ball
- Durable, weather resistant, non-slip surface
- Dimple pattern for added grip

TKOSTRENGTH.COM | **1.866.856.3488**
SALES@TKOSTRENGTH.COM

TKO®

BSTSB
Stability Balls

BSTSB
Stability Balls

What goes around comes around, and the best way to ensure a lifetime of healthy posture, balance and conditioning is to commit to a regular core strength and stability program. Fortunately, Body Solid makes it simple, fun and effective with exercise balls durably designed to round out your daily routines.

Physical therapists have exercise balls for years, but fitness experts now acknowledging their effectiveness and efficiency. Body Solid Tools Stability Balls are a great way to incorporate fitness into your everyday lifestyle. They can be used to perform a variety of balance, core training, strength, flexibility and rehabilitation exercises that target the abdominals, hips, glutes, back and upper body. Many people who work long hours at a desk job have also discovered the benefits of replacing their desk chair with an exercise ball.

Special Features

- Durable, anti-burst construction is easy to use
- Four sizes to comfortably accommodate any user
- Ideal for core strength and stability programs that target toning, stretching, back care, balance and rehabilitation.
- Latex Free

Size	Color	Item #
45cm	Green	BSTSB45
55cm	Grey	BSTSB55
65cm	Red	BSTSB65
75cm	Blue	BSTSB75

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KBC
Premium Kettlebells

Body-Solid
Built for Life

Item #	Weight
KBC5	5lb
KBC10	10lb
KBC15	15lb
KBC20	20lb
KBC25	25lb
KBC30	30lb
KBC35	35lb
KBC40	40lb
KBC45	45lb
KBC50	50lb
KBC55	55lb
KBC60	60lb
KBC65	65lb
KBC70	70lb
KBC75	75lb

KBC(size)

Premium Kettlebells

A legendary Russian exercise device, the Kettlebell has long been a favorite for those seeking a special edge in strength and endurance. Kettlebell training develops strength, power, endurance and balance. Body-Solid KBC Premium Kettlebells come in a range of weights to help you build strength incrementally as you become accustomed to using them for squats, pulls, overhead throws and rotational training plus much more. Body-Solid KBC Premium Kettlebells are available in 5 lb. increments from 5lb. to 75 lbs. Purchase a complete set for variety and a steady progression to the intensity of your workouts.

Special Features

- Easy to read weight reference
- Chrome handles easily slide in your hands
- Handles on heavier kettlebells are large enough to accommodate both hands.
- Rubber coated to protect equipment and reduce noise

Sets

Item #	Name	Includes
KBCS105	KBC Premium Kettlebell Set	5-30lb (1 of each 5lb increments)
KBCS275	KBC Premium Kettlebell Set	5-50lb (1 of each 5lb increments)

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BSTB
Resistance Bands

Body-Solid TOOLS

BSTB5 (Ultra Heavy)
2 1/2" Width

BSTB4 (Heavy)
2 3/4" Width

BSTB3 (Medium)
1 1/8" Width

BSTB2 (Light)
3/4" Width

BSTB1 (Ultra Light)
1/2" Width

BSTB
Resistance Bands

These 41" bands are a cost effective and simple way to add intensity to any training routine. The BSTB1 and BSTB2 are best used for general conditioning, stretching, and rehabilitation. Either band works well for beginners and novice weightlifters. For stronger bench presses and lower body exercises, the BSTB3 and BSTB4 work well. For obtaining maximum resistance during squats, deadlifts, leg presses and shrugs, the BSTB5 is our top of the line band.

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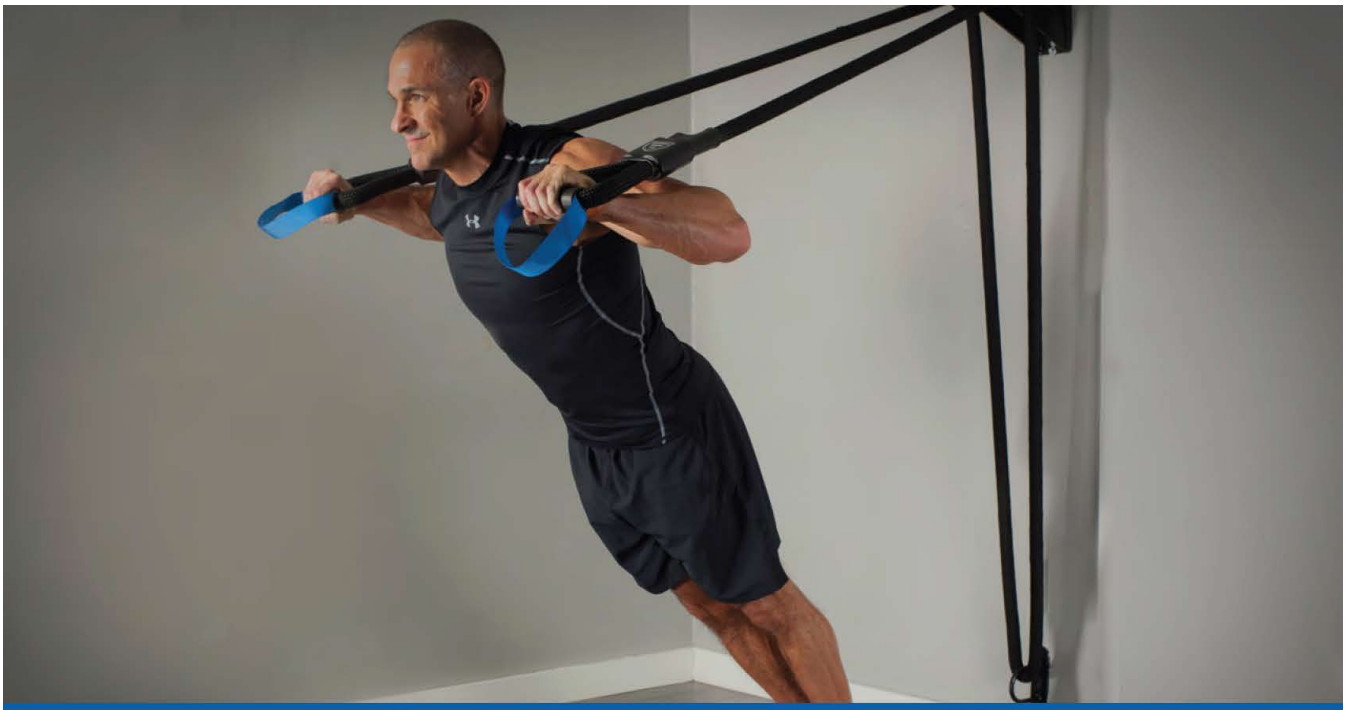

BATTLE ROPE ST® FEATURES

Two great training methods in one awesome system! This unique system combines Body Weight Strength Training and Battle Rope training in ONE fun, engaging and effective workout! Perform Standing Oscillations, Chest Fly, Knee Ins, Slams, Hi Rows and more.

DUAL BRACKET SYSTEM

Use The Battle Rope ST® Bracket System to easily mount to any wall in your home or fitness facility.

INNOVATIVE DESIGN

6lb Weighted Handles allow for the rope length to be cut in half. Only 10ft of space needed for all exercises.

STRENGTH TRAINING

Perform Chest Fly, Curls, Hi Rows and more using the upper bracket on the BRST System.

BATTLE ROPE TRAINING

Perform Standing Oscillations, Slams and more using the lower bracket on the BRST System.

DIMENSIONS:

Unit Weight:
Handles: 6 lb (2.7 kg)
Rope: 14 lb (6.2 kg)

MAY ABDELKADER

The Max Challenge
Cranford, NJ

"The Battle Rope ST has been great for our sales with both retention and bringing former members back to our center. We absolutely love the Battle Rope ST!"

TheAbsCompany.com | 1-866-219-5335

FINANCING AVAILABLE

NEW COMMERCIAL SUSPENSION TRAINER™

The TRX® COMMERCIAL SUSPENSION TRAINER is our most innovative product to date, designed to meet the demands of high-volume usage in commercial environments.

OVERVIEW

Based on 12 years of feedback and testing, we have created our best Commercial Suspension Trainer to date. Designed to meet the demands of a high-volume, multi-user commercial environment, the new TRX® Suspension Trainer combines innovative features and a fresh new look to be our most durable and user-friendly product yet.

THE COMMERCIAL PACK INCLUDES:

TRX COMMERCIAL SUSPENSION TRAINER
Total-body training solution

XTENDER & LOCKING CARABINER
Lock and anchor your TRX straps

ALLEN WRENCH
Allen wrench secures locking carabiner

GET STARTED INSERT
Includes setup instructions and warranty information

LOCKING CARABINER
Keep your investment safe and secure.

EQUALIZER LOOP
Self leveling straps that allow for quick transitions.

LOCKING LOOP
A safety feature that keeps the user from falling if grip is lost on one handle.

ADJUSTMENT
Barrel Lock adjusters with a revolutionary low profile for improved ease of use.

***NEW* PADDED TRIANGLES**
Larger and padded for increased comfort.

***NEW* ANTIMICROBIAL HANDLES**
Stop the spread of bacteria.

***NEW* ADJUSTABLE FOOT CRADLES**
Anti-slippage and cushy padding for an enhanced member experience.

GEAR EDUCATION PROGRAMMING

COMMERCIAL SUSPENSION TRAINER™

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888-878-5348 (USA) +1415-358-9090 (f)
TRXTRAINING.COM

Xult LJC-OLY-BLK Lock Jaw Collar

The exceptional clamping force keeps the weights secured during workouts, while the elastomer pads and the resin frame protects the bar and plates from damage.

- Injection Molded
- Pressure pads protect bars
- Locking tab for secure fit

Warranties

Cardio Warranty

	PERFORMANCE SERIES	ENDURANCE SERIES	LIFESTYLE SERIES
*Frame	7 Years	7 Years	7 Years
Drive Motor	Lifetime	Lifetime	7 Years
Parts & Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days

	T7XI/T7XE/T5X TREADMILL	T3XM/T3XE/T3X/T3XH TREADMILL	T1XE/T1X TREADMILL
*Frame	7 Years	7 Years	7 Years
Drive Motor	Lifetime	7 Years	7 Years
Parts& Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days

	A7XI/A7XE/A5X/A3XE/A3X ASCENT	E7XI/E7XE/E5X/E3XE/E3X ELLIPTICAL	S7XI/S7XE/S5X/S3XE/S3X STEPPER
*Frame	7 Years	7 Years	5 Years
JID Hybrid Generator	5 Years	5 Years	5 Years
Parts & Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days

	C7XI/C7XE/C5X/C3XE/C3X CLIMBMILL	H7XI/H7XE/H5X/H3XE/H3X HYBRID	U7XI/U7XE/U5X/U3XE/U3X UPRIGHT

*Frame	7 Years	7 Years	7 Years
JID Hybrid Generator	5 Years	5 Years	5 Years
Parts & Labor	3 Years	3 Years	3 Years
**Wear Items	90 Days	90 Days	90 Days

	R7XI/R7XE/R5X/R3XE/R3X RECUMBENT	E1XE/E1X/R1XE/R1X/U1XE/U1X †
*Frame	7 Years	7 Years
JID Hybrid Generator	5 Years	5 Years
Parts & Labor	3 Years	3 Years
**Wear Items	90 Days	90 Days

Frame is defined as the welded metal base of the unit and does not include removable parts.
*Wear Items include Headphone Jack, USB Port, Batteries, Belts, Straps. No Labor.
† Warranty limited to 6 hours of use per day. Full commercial warranty not available on 1-Series cardio.

Strength Warranty

	ULTRA/VERSA/AURA/MAGNUM/VARSITY	INTELLIGENT TRAINING CONSOLE
**Frame (Not Coatings)	10 Years	
Weight Stacks	5 Years	
Pulleys	5 Years	

Pivot Bearings	5 Years	
Parts & other items not specified	3 Years	3 Years
Labor (Excluding Upholstery/Cables/Grips)	3 Years	3 Years
Upholstery/Cables/Springs/Grips	1 Year	
Accessories	6 Months	
Platforms: Outside Metal Rails	3 Years	
Platforms: Wood and Rubber Inserts	1 Year	

** Frame is defined as the welded metal base of the unit and does not include removable parts.

EXCLUSIVE REMEDY

The exclusive remedy for any of the above warranties shall be repair or replacement of defective Parts, or the supply of Labor to cure any defect, per the terms of the Commercial Warranty. All Labor shall be supplied by the local Matrix certified technician. The Product must be located within that service provider's service area. Products located outside service area will not be covered by the Labor warranty.

EXCLUSIONS AND LIMITATIONS

1. This warranty applies only to the original owner and is not transferable.
2. Under no circumstances will MATRIX FITNESS be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, incidental, secondary or consequential losses, damages or expenses in connection with exercise products.
3. This warranty is expressly limited to the repair or replacement of a defective Frame, Motor, Electronic component, or Part. Repair or replacement will be at the discretion of MATRIX FITNESS, and is the sole remedy of the warranty.
4. Do not use equipment in any location that is not climate controlled, such as but not limited to garages, porches, pool rooms, saunas, bathrooms, car ports or outdoors. Failure to comply may void the warranty.
5. This warranty does not cover normal wear and tear – including but not limited to: USB port, headphone jack and iPod cord, cuts in upholstery, damage caused externally that is not due to a manufacturer defect, improper assembly or maintenance, or installation of parts or accessories not originally intended or compatible with the MATRIX FITNESS Product as sold.

6. This warranty does not cover damage or failure due to accident, abuse, corrosion, discoloration of paint or plastic, neglect, theft, vandalism, fire, flood, wind, lightning, freezing, or other natural disasters of any kind, power reduction, fluctuation or failure from whatever cause, unusual atmospheric conditions, collision, introduction of foreign objects into the covered unit, or modifications that are unauthorized or not recommended by MATRIX FITNESS.
7. Parts reconditioned to As New Condition by MATRIX FITNESS or its vendors may sometimes be supplied as warranty replacement parts and constitute fulfillment of warranty terms. Any warranty replacement parts shall be warranted for the remainder of the original warranty term.
8. The warranty does not cover damage or equipment failure due to electrical wiring that is not in compliance with applicable electrical codes and MATRIX FITNESS' Owner's Manual specifications.
9. Matrix Ultimate™ treadmill decks will NOT be replaced unless both surfaces are worn through. Deck & belt replacement limited to one per treadmill.

NOTE: Historically, one surface of the average Ultimate Deck and belt will last 4 years in a high use facility.

This warranty shall NOT apply to the following:

1. Failure to provide reasonable and necessary maintenance as outlined in the Owner's Manual.
2. Software limitations and upgrades.
3. Batteries or other consumable goods.
4. Cosmetic items.
5. Repairs performed on equipment missing a serial number or with a serial number tag that has been altered or removed.
6. Service calls to correct installation of the equipment or instructing on use of equipment.
7. Pick-up, delivery or freight charges involved with repairs.
8. Any labor changes incurred beyond the applicable labor warranty.

MATRIX FITNESS expressly disclaims all other warranties, express or implied, including but not limited to all warranties of fitness for a particular purpose or of merchantability. This warranty gives you specific legal rights, and your rights may vary from state to state.

EXHIBIT B
RFP #19-19, NCPA Contract No. 08-23 Athletic Supplies and Equipment
(Piggybacked Contract)

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- Warranty
  - Proposals should address each of the following:
    - § Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - § Availability of replacement parts
    - § Life expectancy of equipment under normal use
    - § Detailed information as to proposed return policy on all equipment
- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - § Name, address and telephone number of protester
    - § Original signature of protester or its representative
    - § Identification of the solicitation by RFP number
    - § Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.
- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- Open Records Policy
  - Because Region 14 ESC is a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Johnson Health Tech North America Inc dba Matrix Fitness
Address	1600 Landmark Drive
City/State/Zip	Cottage Grove, WI 53527
Telephone No.	608.839.8662
Fax No.	608.839.1245
Email address	mark.zabel@johnsonfit.com
Printed name	Mark Zabel
Position with company	President- US Commercial Division; Global Chief Marketing Officer
Authorized signature	

TAB 2 – NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of, August 1, 2019 by and between National Cooperative Purchasing Alliance ("NCPA") and Matrix Fitness ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 08-23, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Athletic Supplies and Equipment;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

– Term of Agreement
- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

– Fees and Reporting
- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

ENTITY NAME	ZIP CODE	STATE	PO OR JOB #	SALE AMOUNT
			TOTAL	

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

ANNUAL SALES THROUGH CONTRACT	ADMINISTRATIVE FEE
$0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

– General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

NATIONAL COOPERATIVE PURCHASING ALLIANCE:		**VENDOR:**	
Name:	Matthew Mackel	Name:	Mark Zabel
Title:	Director, Business Development	Title:	President- US Commercial Division; Global Chief Marketing Officer
Address:	PO Box 701273 Houston, TX 77270	Address:	1600 Landmark Drive Cottage Grove, WI 53527
Signature:		Signature:	
Date:	August 1, 2019	Date:	July 23, 2019

EXHIBIT C
INSURANCE DOCUMENTS

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The Supplier shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Supplier shall require all subcontractors performing any work to maintain coverage as specified.

The Certificate Holder should read:

The City of South Fulton
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

EXHIBIT D
REQUIRED FORMS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Johnson Health Tech NA Inc

2 Business name/disregarded entity name, if different from above
Matrix Fitness

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1600 Landmark Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Cottage Grove, WI 53527

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 6 - 3 6 5 2 2 9 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Heidi Finkler* Date ▶ 1/19/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ready Fitness

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4295 Hamilton Mill Rd Ste 200

Requester's name and address (optional)

6 City, state, and ZIP code
Buford, GA 30518

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
45 - 3210967

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Stan Bensley Date ▶ 1/3/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

BUSINESS LICENSE

Henry County Tax Commissioner
140 Henry Parkway McDonough, GA 30253
(770) 288-8180 option 5 - Fax (770) 288-8190
Website: www.HenryCountyTax.com
Email: occtax@co.henry.ga.us

2023 OCCUPATIONAL TAX CERTIFICATE

Business Name: **Account: 45266**
Business DBA: **Johnson Health Tech North America Inc**
Business Type: **Warehouse Distribution**
Business Location: **128 & 132 LIBERTY INDUSTRIAL PKWY, MCDONOUGH, GA 30253-7560**

JOHNSON HEALTH TECH NORTH AMERICA INC
JOLYN LAUFENBERG
1600 LANDMARK DR
COTTAGE GROVE, WI 53527-8967

Johnson Health Tech

Unincorporated Henry County, Georgia for the period of **01/01/2023** to **12/31/2023**

Michael Harris
Henry County Tax Commissioner

This certificate is *not transferable* and must be posted in a conspicuous place.

STATE OF GEORGIA

Secretary of State

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

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/9/2023 1:44:11 PM

BUSINESS INFORMATION

CONTROL NUMBER	17125422
BUSINESS NAME	Johnson Health Tech North America, Inc.
BUSINESS TYPE	Foreign Profit Corporation
EFFECTIVE DATE	01/09/2023
ANNUAL REGISTRATION PERIOD	2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	1600 LANDMARK DRIVE, COTTAGE GROVE, WI, 53527, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Corporation Service Company	2 SUN COURT, SUITE 400, PEACHTREE CORNERS, GA, 30092, USA	Gwinnett

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Christie Draves	CFO	1600 Landmark Drive, Cottage Grove, WI, 53527, USA
MARK ZABEL	CEO	1600 LANDMARK DRIVE, COTTAGE GROVE, WI, 53527, USA
STUART KENT STEVENS	SECRETARY	1600 LAND MARK DRIVE, COTTAGE GROVE, WI, 53527, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Jolyn Laufenberg
AUTHORIZER TITLE	Authorized Person

ACCOUNT #: 000006587

CITY OF BUFORD

2300 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

Tax Certificate

READY FITNESS INC

LCTD@ 4295 HAMILTON MILL #200
6000 LAKE FORREST DR STE 440
ATLANTA GA 30328

001199

License No.: 2/15/2022

Date of Issue:

ERIC CORYER-PRESIDENT

Owner

in consideration of which City of Buford, Georgia, has granted a Certificate for carrying on the business of FITNESS EQUIP. SALES/WAREHOUSE

This Certificate Expires On March 31, 2023

Amount Paid: 2,888.79

Witness my hand and seal with day and year above written

KIM WOLFE, CITY CLERK

This Certificate is not transferable and is subject to be revoked if abused.

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned Supplier verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of South Fulton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Supplier will continue to use the federal work authorization program throughout the contract period and the undersigned Supplier will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Supplier with the information required by O.C.G.A. § 13- 10-91(b). Supplier hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number: _____

Date of Authorization: _____

Name of Supplier: _____

Name of Project: _____

Name of Public Employer:
_____

I, the undersigned duly authorized officer and/or agent of Supplier, do hereby declare under penalty of perjury that the foregoing is true and correct.

So executed this _____ day of _____, 20_____.

_____
Insert name and title of authorized agent

Sworn to and subscribed before me this
_____ day of _____, 2022.

_____

Notary Public

My Commission Expires:

_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:30 p.m. Request for Council Approval to enter into a contract with Next Level Events for the purpose of promotion and talent acquisition for the 2023 COSF Juneteenth Celebration in an amount not to exceed $70,000.00 to be funded out of Parks, Recreation and Cultural Affairs Department's General Fund.

DATE: February 28, 2023

SUBJECT: 6:30 p.m. Request for Council Approval to enter into a contract with Next Level Events for the purpose of promotion and talent acquisition for the 2023 COSF Juneteenth Celebration in an amount not to exceed $70,000.00 to be funded out of Parks, Recreation and Cultural Affairs Department's General Fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF 2023 Juneteenth Routing Sheet	Cover Memo	2/24/2023

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.		2-24-23
☐ **Finance Director** *Funds are available and complies with fiscal guidelines.*	KSD	02/24/2023
☐ **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*		
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*		
☐ **Public Works Director** *Complies with Division/programmatic processes.*		
☐ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
☐ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*	JH	02/24/23

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 of South Fulton
Agenda Item Summary

City Council Meeting Date	
Requesting Department Public Affairs	**Council District(s) Affected** N/A
Requested Action Request for approval to go into contract with Next Level Events for the purpose of promotion and talent acquisition for the Juneteenth celebration not to exceed $70,000.00	
Requirements for Council Action (City specific Council policy, statute or code requirement) Request for approval to go into contract with Next Level Events for the purpose of promotion and talent acquisition for the Juneteenth celebration not to exceed $70,000.00	
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The City of South Fulton is planning its 2023 citywide Juneteenth Celebration Sunday, June 18th at Wolf Creek Amphitheater. National and internationally renowned performing artists and talent will be scheduled for this event. The COSF seeks to enter into a contract agreement with Next Level Events for talent acquisition of 6 artists/bands, host, house DJ, Backline, stage and talent management.	
Funding Source (if applicable) Approved in FY23 budget Parks & rec 100-6110-53-1303	
Financial Impact (if applicable)	
Financial Impact Statement Received Yes ☐ No ☐ **Legislative Process Complete** Yes ☐ No ☐	

Department Director Approval jacqueline howell		**Finance Director Approval** Karen Slaton-Oxa
Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval** Tammi Saddler Jones

Next Level Events
1130 Verandah Lane SE
Suite 001
Atlanta, GA 30316-3286

Dear Jacqueline Howell,

Per our conversations with Salondia Aveni and yourself, below is our quote for the Juneteenth event on June 18, 2023 at Wolf Creek Amphitheater.

Quote for services

Total Budget	***$70,000.00***
Talent - 6 artists/bands, host, house DJ	$54,000.00
Backline (instruments, amps, setup)	$7,000.00
Stage and talent management	$2,000.00
NLE fee	$7,000.00

In addition, we provide insurance (COI) to cover our services and the talent for the event.

Craig M. Garrett
Managing Director
Next Level Events
678-232-8008

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:35 p.m. Request Council Approval Of A Resolution By The Mayor And Council Of The City Of South Fulton, Georgia, Pledging To Practice And Promote Civility In The City Of South Fulton
DATE:	February 28, 2023
SUBJECT:	6:35 p.m. Request Council Approval Of A Resolution By The Mayor And Council Of The City Of South Fulton, Georgia, Pledging To Practice And Promote Civility In The City Of South Fulton
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Civility Pledge Resolution	Cover Memo	2/24/2023
COSF Memorandum FIS Civility Pledge Resolution	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-0XX

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF SOUTH FULTON; AND FOR VARIOUS OTHER PURPOSES.

(Sponsored by Councilmember Gumbs)

WHEREAS, the Mayor and City Council of the City of South Fulton (the "City Council") recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of the City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City as follows:

1. The Mayor and City Council of the City of South Fulton, Georgia, pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

2. The elected officials of the City enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of South Fulton.

3. This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

4. This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

5. This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the City Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

6. This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

7. The City of South Fulton expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

8. The Civility Pledge is attached hereto as Exhibit "A".

[signatures and voting tabulations appear on the following page]

EXHIBIT A

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Civility Pledge Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires a resolution by which the Mayor and Council of the City of South Fulton, Georgia, pledge to practice and promote civility in the City of South Fulton.

FINANCIAL IMPACT

The resolution as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:40 p.m. Request Council Approval Of A Resolution By The City Of South Fulton City Council Requesting To Become A Member Of The Metro Atlanta Land Bank Authority (MALB); Approving An Interlocal Cooperation Agreement To Become A Member Of The MALB; Allocating Funds For Membership To The MALB

DATE: February 28, 2023

SUBJECT: 6:40 p.m. Request Council Approval Of A Resolution By The City Of South Fulton City Council Requesting To Become A Member Of The Metro Atlanta Land Bank Authority (MALB); Approving An Interlocal Cooperation Agreement To Become A Member Of The MALB; Allocating Funds For Membership To The MALB

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resoluton - Land Bank Authority 2-9	Cover Memo	2/24/2023
COSF Memorandum FIS Land Bank Authority Resolution	Cover Memo	2/24/2023
MALB Chronic Distressed Property Strategy SEP21	Cover Memo	2/27/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2023-_____**

SPONSORS: ROWELL (D1) and SEBASTIAN (D4)

A RESOLUTION BY THE CITY OF SOUTH FULTON CITY COUNCIL REQUESTING TO BECOME A MEMBER OF THE METRO ATLANTA LAND BANK AUTHORITY (MALB); APPROVING AN INTERLOCAL COOPERATION AGREEMENT TO BECOME A MEMBER OF THEMALB; ALLOCATING FUNDS FOR MEMBERSHIP TO THE MALB; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners ("Fulton County") and the Atlanta City Council ("City of Atlanta") created the Fulton County/City of Atlanta Land Bank Authority, Inc., on June 12, 1991, pursuant to O.C.G.A. § 48-4-60 *et seq*., via an Interlocal Cooperation Agreement (said agreement was repealed and a new agreement was executed on January 19,1994); and

WHEREAS, Fulton County and the City of Atlanta amended and restated the 1994 Interlocal Cooperation Agreement following the enactment of O.C.G.A. § 48-4-100 *et seq*., which made certain amendments to the original Georgia Land Bank Act; and

WHEREAS, the Fulton County/City of Atlanta Land Bank Authority is now known as the Metro Atlanta Land Bank Authority ("LBA"); and

WHEREAS, the LBA is a public body corporate and politic created within the State of Georgia to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Bank Act.; and

WHEREAS, the Land Bank Act allows for any county or counties and at least one municipality located in each participating county to enter into an intergovernmental contract establishing a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia; and

WHEREAS, the City of South Fulton is a political subdivision of the State of Georgia lying wholly within Fulton County, and eligible to be a part of the Metro Atlanta Land Bank Authority; and

WHEREAS, the City of South Fulton has identified a number of vacant, dilapidated, abandoned, and tax delinquent properties which it seeks to potentially acquire for the purpose of returning the properties which are nonrevenue generating and nontax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of South Fulton and the State of Georgia; and

WHEREAS, the Mayor and City Council of the City of South Fulton find that membership in the Metro Atlanta Land Bank Authority would be beneficial to the citizens of South Fulton; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes intergovernmental contracts for up to fifty (50) years for the provision of services or uses of property not otherwise prohibited by law, and the provisions of the Land Bank Act; and

WHEREAS, the LBA has determined that the City of South Fulton's financial contribution for membership will be $100,000.00 per year, subject to the annual approval of the City of South Fulton City Council; and

WHEREAS, the City of South Fulton City Council will have the authority to appoint a member to the LBA Board of Directors, said member holding veto authority over any project involving property within the City of South Fulton.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES as follows:

Section 1. The City of South Fulton, Georgia, hereby requests to join the Metro Atlanta Land Bank Authority established by Fulton County and the City of Atlanta via Interlocal Cooperation Agreement in 1994, as amended, in accordance with Section XII(C) of that agreement.

Section 2. In accordance with Section XII(C) of the Interlocal Cooperation Agreement, the City of South Fulton hereby approves membership in the Metro Atlanta Land Bank Authority and authorizes the Mayor, or his designee, to execute an amendment to the Interlocal Cooperation Agreement evidencing said membership.

Section 3. That the Mayor or his designee is hereby authorized to execute an amendment to the Interlocal Cooperation Agreement to incorporate the City of South Fulton's financial contributions to the Mero Atlanta Land Bank Authority, an agreement to be bound by the tax recapture provisions contained in O.C.G.A. § 48-4-110(c) of the Georgia Land Bank Act, and all other necessary documents to effect the City of South Fulton's membership to the Metro Atlanta Land Bank Authority, Inc.

Section 4. That the City of South Fulton hereby allocates $100,000.00 for the City's financial contribution to the Metro Atlanta Land Bank Authority for the initial term of the Agreement.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 24, 2023

SUBJECT: Land Bank Authority Resolution

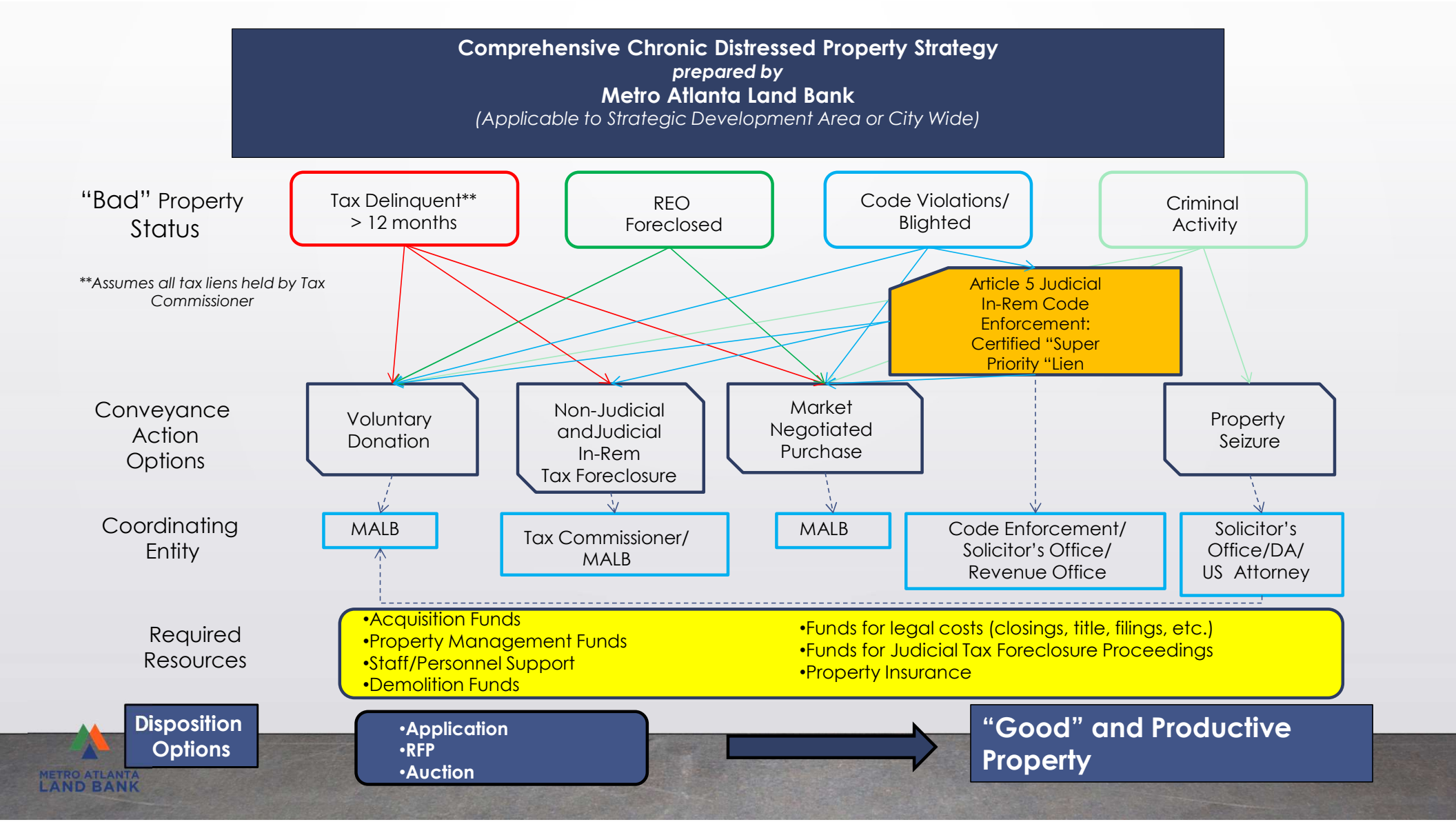
CONCLUSION
Direct funds are being requested in the amount of $100,000, however no direct funds have been allocated in the FY23 budget to cover this expense.

BACKGROUND

The city desires a resolution by the City of South Fulton City Council requesting to become a member of the Metro Atlanta Land Bank Authority (MALB); approving an interlocal cooperation agreement to become a member of the MALB; allocating funds for membership to the MALB.

FINANCIAL IMPACT

The resolution as written currently would require a $100,000 commitment from the General Fund, however it is my recommendation that the funds be allocated from Contingency. In the FY23 budget, we allocated monies to cover unforeseen projects that are requested & approved by City Council.


Comprehensive Chronic Distressed Property Strategy
prepared by
Metro Atlanta Land Bank
(Applicable to Strategic Development Area or City Wide)
"Bad" Property Status
**Assumes all tax liens held by Tax Commissioner
Tax Delinquent** > 12 months
REO Foreclosed
Code Violations/ Blighted
Criminal Activity
Article 5 Judicial In-Rem Code Enforcement: Certified "Super Priority "Lien
Conveyance Action Options
Voluntary Donation
Non-Judicial andJudicial In-Rem Tax Foreclosure
Market Negotiated Purchase
Property Seizure
Coordinating Entity
MALB
Tax Commissioner/ MALB
MALB
Code Enforcement/ Solicitor's Office/ Revenue Office
Solicitor's Office/DA/ US Attorney
Required Resources
•Acquisition Funds
•Property Management Funds
•Staff/Personnel Support
•Demolition Funds
•Funds for legal costs (closings, title, filings, etc.)
•Funds for Judicial Tax Foreclosure Proceedings
•Property Insurance
Disposition Options
•Application
•RFP
•Auction
"Good" and Productive Property
METRO ATLANTA LAND BANK

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:45 p.m. First Read Of An Ordinance To Amend Title 3, Building Regulations, Chapter 7, Economic Development Incentives, Of The City Of South Fulton Code Of Ordinances, Related To Family Entertainment Facilities
DATE:	February 28, 2023
SUBJECT:	6:45 p.m. First Read Of An Ordinance To Amend Title 3, Building Regulations, Chapter 7, Economic Development Incentives, Of The City Of South Fulton Code Of Ordinances, Related To Family Entertainment Facilities
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Cinemas, Bowling Alleys and other Family Entertainment Facilities	Cover Memo	2/24/2023
COSF Memorandum FIS Cinemas, Bowling Alleys and other Family Entertainment Facilities	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2023-_____**

AN ORDINANCE TO AMEND TITLE 3, BUILDING REGULATIONS, CHAPTER 7, ECONOMIC DEVELOPMENT INCENTIVES, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, RELATED TO FAMILY ENTERTAINMENT FACILITIES; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this 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. That Chapter 7 (Economic Development Incentives) of Title 3 (Building Regulations) of the City of South Fulton Code of Ordinances be amended to add a new section 16-2003.2 to read as follows:

"**Sec. 3-7011. - Cinemas, Bowling Centers and Other Family Entertainment Facilities Incentive Program.**"

(a) *Applicability*. Cinemas, bowling centers or other family entertainment facilities established within the city limits of South Fulton after the implementation of this section, through redevelopment or new construction, are eligible to be identified as a Targeted Business. All eligibility is subject to review and approval by city council.

(b) *Incentives*. City council, at its discretion, and on a case-by-case basis, may enter into an agreement to offer any applicable business any and all incentives allowable under Code Section 3-7005.

(c) Administration of incentives. All incentives shall be administered in accordance with this Chapter and any other applicable Georgia laws.

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Cinemas, Bowling Alleys and other Family Entertainment Facilities

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CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend Title 3, Building Regulations, Chapter 7, Economic Development incentives, of the City of South Fulton Code of Ordinances, related to family entertainment facilities.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:50 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date
DATE:	February 28, 2023
SUBJECT:	6:50 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2021_State_of_Emergency_Ordinance__Virtual_Meetings_2023	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE DECLARING A STATE OF EMERGENCY IN THE CITY OF SOUTH FULTON; PROVIDING FOR CITY MEETINGS TO BE HELD VIRTUALLY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Catherine Rowell - District 1)

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

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

WHEREAS, the World Health Organization has declared the COVID-19 Virus, commonly referred to as the Coronavirus, as a world health emergency and global pandemic; and

WHEREAS, the Coronavirus has various mutations and/or variants that continue to effect vaccinated and unvaccinated individuals across the nation, including Georgia and its surrounding counties and cities; and

WHEREAS, the Centers of Disease Control (" CDC") and the Georgia Department of Public Health ("DPH") collects, analyzes and tracks Covid-19 data in various categories, e.g., confirmed cases, hospitalizations, deaths by race and ethnicity,

WHEREAS, it is known that the COVID-19 Virus and its variants can have a disproportionate impact on certain races and ages than other race or age groups; and

WHEREAS, the global pandemic caused by the spread of COVID-19 persists with the new variants (e.g., Omicron) of the virus currently infecting Georgians; and

WHEREAS, according to the Georgia Department of Public Health, a large portion of Georgians are not fully vaccinated; and

WHEREAS, it is essential for the City to continue to act in order to minimize the spread of COVID-19 and its variants so as to prevent or minimize sickness, injury, or death, to people and damage to property resulting from this continued public health crisis;

WHEREAS, the City is authorized to declare an emergency and take measures to protect the life, health, property, or public peace of its citizens pursuant to Section 3.18 of its Charter; and

WHEREAS, O.C.G.A. §38-3-28 provides the City with the authority to make, amend, and rescind such orders, rules, and regulations as necessary for emergency

management purposes to preserve the health, safety, and welfare of the residents of the City; and

WHEREAS, the Open Meetings Act, O.C.G.A. § 51-14-1 *et seq*, allows public agencies, such as the City, to conduct their meetings, via, teleconference in the event of an emergency; and

WHEREAS, the COVID-19 as a previously recognized pandemic or epidemic still constitutes an emergency within the meaning of the Open Meetings Act; and

WHEREAS, The state of Georgia Governor's executive order declaring a Public Health State of Emergency which provided for City Meetings to be conducted virtually has expired; and

WHEREAS, the City had previously adopted an emergency ordinance that only remains in effect for only 30 days; and

WHEREAS, the City Council desires to adopt this emergency ordinance to continue to provide for City Meetings to remain virtual to aid in the prevention and the potential spread of the COVID-19 and its variants (e.g., Omicron) at City meetings, which are staffed and attended by its elected officials, employees, and citizens; and

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

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Declaration of Emergency. The City Council hereby declares that a public health state of emergency remains in the City of South Fulton due to a pandemic or epidemic.

Section 2. City Meetings. All meetings of any Board, Commission, Authority, or the City Council shall continue to be held by virtual means, to include the use of the Zoom platform with concurrent live streaming of the proceedings on YouTube. Public comments will be received through Zoom in addition to written comments submitted to the City as provided on the City's website. In all other respects, the meetings will be conducted as though they were in person and held at City Hall.

Section 3. Effective Date. This Ordinance shall take effect upon passage by the City Council and shall expire by its own terms 30 days after its adoption, unless extended by further action of the City Council.

Section 4. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

(b) To the greatest extent allowed by law, 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 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk 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.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:55 p.m. First Read Of An Ordinance To Amend Section 1-3002, Subsection (m) Executive Session, Chapter 3 - Mayor and Council of Title 1 - Administration, Regarding The Designation Of An Official Person Authorized To Take The Required Minutes During Executive Session; To Prohibit The Unauthorized Recordation Of Executive Session

DATE: February 28, 2023

SUBJECT: 6:55 p.m. First Read Of An Ordinance To Amend Section 1-3002, Subsection (m) Executive Session, Chapter 3 - Mayor and Council of Title 1 - Administration, Regarding The Designation Of An Official Person Authorized To Take The Required Minutes During Executive Session; To Prohibit The Unauthorized Recordation Of Executive Session

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2023 Amend Sec 1-3002 (m) Recording Executive Session	Cover Memo	2/24/2023
COSF Memorandum FIS Amend Sec1-3002 (m) Recording Executive Session	Cover Memo	2/24/2023

STA TE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2023-XXX**

AN ORDINANCE TO AMEND SECTION 1-3002, SUBSECTION (m) EXECUTIVE SESSION, CHAPTER 3 - MAYOR AND COUNCIL OF TITLE 1 – ADMINISTRATION, REGARDING THE DESIGNATION OF AN OFFICIAL PERSON AUTHORIZED TO TAKE THE REQUIRED MINUTES DURING EXECUTIVE SESSION; TO PROHIBIT THE UNAUTHORIZED RECORDATION OF EXECUTIVE SESSION; AND FOR OTHER LAWFUL PURPOSES.

(**Sponsored by Councilmembers Willis, Pritchett**)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort, and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this 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. That subsection (m) of Section 1-3002 (Executive Session) of Chapter 3 (Mayor and Council) of Title 1 (Administration) of the City of South Fulton Code of Ordinances is amended by adding the following subparagraphs under this subsection:

Sec. 1-3002. - Presiding officer and rules for debate (m) Executive sessions.

(1) Executive sessions of the council may be held for the purpose of conducting business excepted by O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. Where a meeting is devoted in part to matters within the authorized exceptions to the Georgia Open Meetings Act, any portion of the meeting not subject to any such exception shall be open to the public. No executive session shall be held except pursuant to a majority affirmative vote of the council taken in a public meeting. The minutes of the public meeting shall reflect the names of the councilmembers

present, those voting for the executive session, and the reasons for the session. Only necessary staff shall be present at the executive session

(2) For the purpose of complying with O.C.G.A. § 50-14-1 et seq., of the Georgia Open Meetings Act, the City Clerk or his/her designee is the authorized and designated person to record the required minutes under the Georgia Open Meetings Act and at his/her discretion may use written and/or electronic means, if necessary, to fulfill his/her obligations under the Act, and is also the designated person to prepare and have notarized the required affidavit of Executive Session.

(3) No other person, including employees, appointed and/or elected officials whether attending in person or participating remotely may record Executive Session, except the City Clerk or his/her designee, whether said recordation is in writing or through electronic means (i.e., audio or video).

(4) Any person, including elected officials, that violates the prohibition against recordation of Executive Session may be subject to expulsion from the meeting, action to enjoin the use of any such recordation, referral to Ethics Board and any other available remedy under the City Charter, City Ordinances, Ethics Code, and state law.

Section 2. Amendments are shown with ~~strikethrough~~ to denote text to be deleted and **bold underline** to denote text to be added. 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

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: January 17, 2023

SUBJECT: Amend Sec 1-3002 (m) Recording Executive Session

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend section 1-3002, subsection (m) executive session, chapter 3-Mayor and Council of Title 1 – Administration, regarding the designation of an official person authorized to take the required minutes during executive session; to prohibit the unauthorized recordation of executive session.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:00 p.m. First Read Of An Ordinance Amending Sections 3.10A Role Delineation Subsection (3) And 4.13, City Clerk, Of The City Of South Fulton Charter

DATE: February 28, 2023

SUBJECT: 7:00 p.m. First Read Of An Ordinance Amending Sections 3.10A Role Delineation Subsection (3) And 4.13, City Clerk, Of The City Of South Fulton Charter

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Legislative Assitants Reportign to Clerk (1)	Cover Memo	2/24/2023
COSF Memorandum FIS Legislative Assistants Reporting to City Clerk Ordinance	Cover Memo	2/24/2023

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SOUTH FULTON **ORD2023-_____**

AN ORDINANCE AMENDING SECTIONS 3.10A ROLE DELIANATION SUBSECTION (3) AND 4.13, CITY CLERK, OF THE CITY OF SOUTH FULTON CHARTER; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Sebastian, Willis, and Williams)

WHEREAS, the City Council is authorized pursuant to O.C.G.A. § 36-35-3 and other applicable laws to amend the City Charter; and

WHEREAS, the City desires to amend its Charter through this Ordinance to create a new office of internal audit headed by an Internal Auditor as an independent department of the City.

WHEREAS, the City Council finds that this Ordinance is in the best interests of the health and general welfare of the City, its residents and general public.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. The City of South Fulton Charter, Section 3.10A Role Delineation Subsection (3), is hereby amended by striking out the last sentence to read as follows:

Except as otherwise provided in this charter, the mayor and councilmembers shall not in any manner dictate the appointment or removal of any city administrative officers or employees whom the city manager or any of his or her subordinates are empowered to appoint. ~~The city manager shall have the authority to provide, at levels he or she deems necessary and appropriate, administrative support staff for the mayor and councilmembers, and any such administrative support staff shall be subject to the authority and direction of the city manager and not the mayor or any councilmember~~

Section 2. The City of South Fulton Charter, Section 4.13, City Clerk, is hereby amended by adding the following sentence:

The city clerk shall have the authority to provide, at levels he or she deems necessary and appropriate, administrative support staff for the mayor and councilmembers, and any such administrative support staff shall be subject to the authority and direction of the city clerk and not the mayor or any councilmember.

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

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: February 6, 2023

SUBJECT: Legislative Assistants Reporting to City Clerk Ordinance

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CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend section 3.10A Role Delianation subsection (3) and 4.13, City Clerk, of the City of South Fulton Charter.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget. In future budgets, the City Clerk's budget will need to be increased with the funds that are currently being utilized by the Mayor/Council's annual budget to fund these positions.

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	7:05 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 16, Alcoholic Beverages, Of The City of South Fulton Code Of Ordinances, To Add Section 16-2003.2 Related To Requirements For Public Safety Plans
DATE:	February 28, 2023
SUBJECT:	7:05 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 16, Alcoholic Beverages, Of The City of South Fulton Code Of Ordinances, To Add Section 16-2003.2 Related To Requirements For Public Safety Plans
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amended Ordinance - Alcohol - Public Safety Plans	Cover Memo	2/24/2023
COSF Memorandum FIS Amended Ordinance - Alcohol - Public Safety Plans	Cover Memo	2/24/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2023-_____**

AN ORDINANCE TO AMEND TITLE 16, ALCOHOLIC BEVERAGES, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, TO ADD SECTION 16-2003.2 RELATED TO REQUIREMENTS FOR PUBLIC SAFETY PLANS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this 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. That Chapter 2 (Licensing) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to add a new section 16-2003.2 to read as follows:

"**Sec. 16-2003.2. - Public safety plan required.**

Applicants for a retail package license (Sec. 16-2002) and/or a retail consumption on the premises license (Sec. 16-2003) shall prepare and submit with their application a written public safety plan, which shall be subject to the approval of the South Fulton Police Chief or his/her designee prior to the issuance of an alcoholic beverage license, or the renewal of an alcoholic beverage license if an approved public safety plan has not been previously submitted. A critical component of a comprehensive public safety plan is utilizing a **security camera system,** in addition to any specific information requested by the South Fulton Police Department in connection with its review:

(a) Identification of the days and hours of operation;

(b) Specific measures and procedures to address crowd management, both within and outside the premises;

(c) Identification of any parking areas either owned or controlled by the licensee;

(d) Means of controlling access to the premises and parking areas;

(e) Security staffing;

(f) Specific measures and procedures to combat underage consumption of alcoholic beverages;

(g) Specific measures and procedures to combat the risk of fire;

(h) Discussion of matters related to managing emergencies, including fire, evacuation tactics, assignment of specific emergency management duties to particular personnel, coordination with public safety officers and emergency medical matters; and

(i) Where applicable, discussion of measures the licensee will undertake to visibly distinguish between patrons under and over the age of 21.

A licensee may be required to revise and resubmit its public safety plan to include implementation of additional public safety measures, which may include, without limitation, the installation of a security camera system or additional security cameras with technical capabilities as specified by the police chief, where it appears that the operation of the licensee's business has resulted in an extraordinary expenditure of public safety resources. The failure of a licensee or its employees, agents, and servants to adhere to the terms and conditions of an approved public safety plan shall constitute a violation of this article, in addition to any other applicable statute, ordinance, or regulation, and subject the licensee to the penalty provisions set forth in Section 16-2028, as amended, and Section 16-3001, as amended."

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: January 17, 2023

SUBJECT: Amended Ordinance- Alcohol-Public Safety Plans

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend Title 16, Alcoholic Beverages of the City of South Fulton Code of Ordinances, to add section 16-2003.2 related to requirements for Public Safety Plans.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget.