

**IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

ATLANTA COMMUNITY PRESS  
COLLECTIVE and LUCY PARSONS  
LABS,

*Plaintiffs,*

v.

ATLANTA POLICE FOUNDATION,

*Defendant.*

**CIVIL ACTION**

**FILE NO.** 24CV001116

**JURY TRIAL DEMANDED**

**COMPLAINT**

Atlanta Community Press Collective and Lucy Parsons Labs (collectively, “Plaintiffs”) bring this action to enforce the provisions of Georgia’s Open Records Act, O.C.G.A. § 50-18-70 *et seq.* against Defendant Atlanta Police Foundation (“APF”). As shown by the facts set forth below, APF is thwarting Plaintiffs’ ability to access public records within APF’s custody which are subject to public disclosure under the Georgia Open Records Act (“ORA”).

**THE PARTIES**

1. Plaintiff Atlanta Community Press Collective (“ACPC”) is an unincorporated non-profit media collective based in Atlanta, Georgia. ACPC’s goal is to make the day to day workings of local government accessible to the public and provide on-the-ground reporting on developments concerning the planning and construction of the Atlanta Public Safety Training Center (the “Training Center”). Declaration of ACPC (“ACPC Decl.”) ¶¶ 2-3. ACPC has requested production of public records concerning the Training Center from Defendant APF.

2. Plaintiff Lucy Parsons Labs (“LPL”) is a charitable Chicago-based collaboration between data scientists, transparency activists, artists, and technologists that seeks to build consciousness about digital rights and the nature of policing and surveillance in Chicago as well as in other major American cities, including but not limited to Atlanta Declaration of LPL (“LPL Decl.”) ¶ 2. LPL has requested production of public records concerning the Training Center from Defendant APF.

3. Defendant Atlanta Police Foundation or APF is a Georgia non-profit organization which performs public safety functions and services for and on behalf of the City of Atlanta and the Atlanta Police Department. Among other services APF performs for the City of Atlanta (the “City”), the City has contracted with APF to build the Training Center.

#### **VENUE AND JURISDICTION**

4. This Court has jurisdiction under the Open Records Act, specifically O.C.G.A. § 50-18-73, which states that “[t]he superior courts of this state shall have jurisdiction in law and in equity to entertain actions against persons or agencies having custody of records open to the public under [the Open Records Act] to enforce compliance with the provisions of” that Act, as well as through its equitable and injunctive powers stated in Ga. Const. Art. VI, Sec. IV, Para. I and O.C.G.A. § 9-5-1 *et seq.*

5. APF has its principal office address at 191 Peachtree Street, Suite 191 in Atlanta, Fulton County, Georgia. APF is subject to the jurisdiction of this Court.

6. Venue is proper in this Court under Ga. Const. Art. IV, Sec. II, Para. III and O.C.G.A. § 14-2-510 because, among other things, Defendant APF maintains its registered office in Fulton County.

**DEFENDANT’S SERVICES AND FUNCTIONS FOR AND ON BEHALF OF  
THE CITY OF ATLANTA**

7. The Georgia Open Records Act defines “public record” as all records “prepared and maintained or received by an agency *or by a private person or entity in the performance of a service or function for or on behalf of an agency* or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.”

O.C.G.A. § 50-18-70(b)(2) (emphasis added).

8. As further explained herein, APF is a private, non-profit organization that performs multiple services and functions for or on behalf of the municipal agency City of Atlanta, making it subject to the ORA under O.C.G.A. § 50-18-70(b)(2).

9. The City is a municipal authority established pursuant to the laws of Georgia.

10. The City is therefore an “Agency” within the meaning of O.C.G.A. § 50-18-70(b)(1).

11. The Atlanta Police Department (“APD”) is a department of the City, and is also an “Agency” within the meaning of O.C.G.A. § 50-18-70(b)(1).

12. APF is “a non-profit, public/private partnership focused on advancing public safety in Atlanta.” Ex. A (Oct. 19, 2022 APF Board Presentation) at P0004.

13. APF was incorporated in 2002. Its articles of incorporation state that APF shall have “full power and authority” to “promote and support the Atlanta Police Department,” to “work with the City of Atlanta and its Police Department to ensure that each police officer is qualified, trained, equipped, and educated to perform at the highest levels of professional standards,” and to “provide the Atlanta Police Department with management and operational tools to coordinate law enforcement efforts.” Ex. B (APF Articles of Incorporation) at P0025-26.

14. The “History of the APD” posted on APD’s website references the municipal-agency services APF performs, stating that since at least 2003, “[t]he Atlanta Police Foundation is a non-profit, public/private partnership focused on advancing public safety in Atlanta. In partnership with the City of Atlanta, the Atlanta Police Department and the business community, the APF provides research on policing best practices, strategic direction and resources to help the APD incubate innovation, keep pace with technology, and meet strategic time-sensitive needs that help drive down crime and make Atlanta a safer city.” *See Atlanta Police Department, History of the APD*, <https://www.atlantapd.org/about-apd/apd-history> (last accessed Jan. 19, 2024).

15. In “Questions & Answers” posted on its website, APF states, “APF was created by Mayor Shirley Franklin as the sole authorized non-profit to raise money, conduct research, and collaborate with the City and APD on public safety initiatives. APF meets regularly with City officials and APD’s Command Staff who share their resource, training and operational needs, and asks APF to develop conceptual programs to address them. We convene interested parties such as APD and City officials, public safety experts, civic and business leaders to bring their knowledge, expertise and resources to help the City address these issues.” *Public Safety Training Center Q&A*, Atlanta Police Foundation, <https://atlantapolicfoundation.org/wp-content/uploads/2023/07/Q-A-PDF.pdf> (last accessed Jan. 19, 2024).

16. In describing its functions at its October 2022 board member orientation, APF stated, “In partnership with the City of Atlanta, the Atlanta Police Department (APD) and the business community, the Foundation [APF] provides research on policing best practices, strategic direction and resources to help the APD incubate innovation, keep pace with technology, and meet strategic time-sensitive needs that help drive down crime and make Atlanta

a safer city. Since its inception, the Foundation has worked to secure and leverage private resources to fund high priority projects designed to enhance the City of Atlanta’s ability to fight and prevent crime.” Ex. A (Oct. 19, 2022 APF Board Presentation) at P0004.

17. Thus, since APF’s founding, it has been closely intertwined with the operations of City government.

18. APF performs a broad range of public functions on behalf of the City, including but not limited to, the Repeat Offender Initiative, a video surveillance program known as Operation Shield, and anticipated construction of the Training Center. Repeat Offender Commission 2022 Annual Report, Atlanta Police Foundation, <https://tinyurl.com/34kdcyac> (last accessed Nov. 8, 2023); Operation Shield, Atlanta Police Foundation, [www.operationshield.info](http://www.operationshield.info) (last accessed Nov. 8, 2023).

19. In September 2021, the City adopted Ordinance 21-O-0367, which authorized the City to lease approximately 381 acres of City Property located in the South River Forest to APF (“Lease Agreement”), 85 acres of which is intended for the construction of the Training Center. Ex. C (Ordinance 21-O-0367).

20. Ordinance 21-O-0367 and the Lease Agreement specify that the public-private partnership between APF and the City is for the purpose of developing training facilities for City public safety personnel.

21. Specifically, the Lease Agreement provides that APF will “improve the Premises [the 381 acres] and develop training facilities for the Atlanta Police Department and Atlanta Fire Rescue Department”; that APF shall lease approximately 85 acres of city-owned property “for a period not to exceed fifty (50) years, at an annual ground rental rate of Ten Dollars and no cents and inconsideration for the completion of certain development on the Premises”; and that the

Training Center will be “utilized by the City for public safety agencies in training activities and all related uses.” Ex. D (Lease Agreement) at P0044-45.

22. The Lease Agreement further provides that APF will “turn over occupancy and operation of the completed Public Safety Training Center to the City of Atlanta and execute a lease back agreement or other applicable agreement with the City.” *Id.* at P0046.

23. APF has confirmed it intends to lease the building back to the City after the Training Center is built. According to minutes from a September 2021 APF Board of Trustees meeting, APF trustee Dave Wilkinson explained, “[T]his is a public private partnership with the city of Atlanta is [sic] getting the land and the Police foundation will kick it off with 60 million dollars. 40 million will be through philanthropy, 10 million from New Market Tax Credits and loan at 20 million. The debt service with 2% interest rate. ***We will then lease the building to the city of Atlanta at 1 million a year. The city maintains the upkeep.*** We are also looking in having a revenue of 2-5 million come in from trainings for surrounding agencies as well.” Ex. E (Q3 APF Board of Trustees Meeting Minutes, Sept. 15, 2021) at P0098 (emphasis added).

24. The City initially allocated \$30 million from its general fund to the construction of the Training Center. Ex. F, Ordinance 23-O-1257 (approved June 5, 2023).

25. Under the lease-back provision in the Lease Agreement, the City is anticipated to pay an additional \$37 million to APF to repay it for the facility’s construction over 30 years. *See* Megan Butler, *Atlanta City Council approves \$30 million increase in funding for police training facility*, Courthouse News Service (June 5, 2023), <https://www.courthousenews.com/atlanta-city-council-approves-30-million-increase-in-funding-for-police-training-facility/> (last accessed Jan. 19, 2024).

26. Thus, the total cost to taxpayers for the Training Center at the time Ordinance 23-O-1357 was passed was expected to be at least \$67 million.

27. There has since been additional disclosure of the cost to construct the Training Center, which is now estimated to cost \$109 million in total. *See* Riley Bunch, *Cost of Atlanta's training center jumps to \$109M*, Atlanta Journal-Constitution (Jan. 17, 2024), <https://www.ajc.com/news/atlanta-news/cost-of-atlantas-training-center-jumps-to-109m/EXHE5T2BAFGBBHNIW26NRLLTNM/> (last accessed Jan. 19, 2024).

28. In October 2021, the City executed the Lease Agreement with APF. Ex. D (Lease Agreement).

29. APF is therefore the lessee of the 85 acres in the South River Forest owned by the City of Atlanta that is identified in Ordinance 21-O-0367.

30. In July 2022, APF requested and received signature authorization from City officials in order to obtain the land disturbance permit from DeKalb County Site Development in order to begin construction of the Training Center. Ex. G (DeKalb Land Use Permit Emails) at P0107, P0110-111.

31. However, the City continues to own the 85 acres of South River Forest land it has leased to APF and to administer that lease.

32. The City also retains, and is legally required to maintain, control over the 85 acres for the purpose of, among other things, ensuring that APF does not use the land for purposes contrary to what the Lease Agreement permits.

33. Further, the City retains authority under the Lease Agreement to control the design of the Training Center to ensure that it complies with the City's purposes and with the City's contracting specifications.

34. Specifically, the Lease Agreement requires that the Training Center be completed in accordance with construction and planning documents submitted by APF to the City's Department of Enterprise Asset Management ("DEAM"). Ex. D (Lease Agreement) at P0048.

35. The Lease Agreement further provides that APF will "utilize good faith efforts" to comply with the City's Equal Business Opportunity Program and to "use best efforts to meet the City's female enterprise and minority enterprise participation goals for construction services," providing monthly reports to the City's Mayor's Office of Contract Compliance relating to said female and minority enterprise participation goals. *Id.* at P0050.

36. In light of APF's founding as the "sole authorized non-profit to raise money, conduct research, and collaborate with the City and APD on public safety initiatives," and APF's contractual agreement to lease land from the City to build, maintain, and lease back to the City the above-described Training Center, APF performs functions and services on behalf of the City and for the City's benefit, rendering APF's records related to the Training Center subject to the Open Records Act under O.C.G.A. § 50-18-70(b)(2). Public Safety Training Center Q&A (Revised Sept. 15, 2022) Atlanta Police Foundation, <https://tinyurl.com/5n6ntfbj> (last accessed Nov. 8, 2023).

**DEFENDANT APF HAS REFUSED TO RESPOND TO PLAINTIFFS'  
OPEN RECORDS ACT REQUESTS IN VIOLATION OF THE ACT**

*Atlanta Community Press Collective*

37. On May 22, 2023, reporter and editor Matt Scott ("Scott") of Plaintiff ACPC submitted an open records request to APF for "[t]he Atlanta Public Safety Training Center current line-item construction budget." ACPC Decl. Ex. 1.



38. On May 22, 2023, Scott submitted another open records request to APF for “[t]he Atlanta Police Foundation Q1 2023 Board of Directors meeting agenda and minutes.” ACPC Decl. Ex. 2.

39. After receiving no response from APF for either request, Scott submitted a follow-up email on June 2, 2023. ACPC Decl. Exs. 1-2.

40. On August 17, 2023, researcher Sam Barnes (“Barnes”) of Plaintiff ACPC submitted a records request to APF for “[a]ll Bi-Weekly Atlanta Public Safety Training Center OAC Meeting Minutes for June and July 2023.” ACPC Decl. Ex. 3.

41. On August 17, 2023, Barnes submitted another records request to APF for “[a]ny bids for contracts relating to the Atlanta Public Safety Training Center.” ACPC Decl. Ex. 4.

42. After receiving no response from APF, Barnes sent follow-up emails on Sept. 6, 2023 and Jan. 17, 2024. ACPC Decl. Ex. 5.

43. APF provided no response to any of these requests.

44. APF’s failure to release ORA-covered records in its possession related to the Training Center deprives the public of vital information about how taxpayer dollars are being spent on the project, which will be one of the largest law enforcement training facilities in the country. ACPC Decl. ¶¶ 15-16.

*Lucy Parsons Labs*

45. On June 19, 2023, Ed Vogel (“Vogel”), a researcher and member of Plaintiff Lucy Parsons Labs, submitted an open records request to APF, seeking “[t]he current Atlanta Public Safety Training Center Line-item construction budget.” LPL Decl. Ex. 3.

46. On October 8, 2023, Vogel submitted open records requests to APF, seeking:

- a. “[a] copy of all submitted proposals, bids, and any other application documents pertaining to any request for proposals, bidding processes, or other procurement processes related to the development of the Atlanta Public Safety Training Center.” LPL Decl. Ex. 4.
- b. “The most recently approved budget for the development of the Atlanta Public Safety Training Center.” LPL Decl. Ex. 5.
- c. “Documents sufficient to show all results of environmental testing and assessments conducted as part of the development of the Atlanta Public Safety Training Center.” LPL Decl. Ex. 6.
- d. “A copy of all contracts, MOUs, licenses, data agreements, and other agreement documents with the Atlanta Police Department pertaining to the development and construction of the Atlanta Public Safety Training Center.” LPL Decl. Ex. 7.
- e. “Documents sufficient to show internal Atlanta Police Foundation communications pertaining to the proposed November 2023 referendum ballot initiative.” LPL Decl. Ex. 8.
- f. “All emails which include both Dave Wilkinson and ccarr@law.ga.gov as either the sender, recipient, CCed, or BCCed from January 1, 2020 to October 8, 2023 containing at least one of the following keywords related to the development and construction of the Atlanta Public Safety Training Center: ‘Public Safety Training Center,’ ‘cop city,’ ‘referendum,’ ‘rico.’” LPL Decl. Ex. 9.

- g. “Documents sufficient to show all Atlanta Police Foundation plans to include parkland or other publicly accessible lands as part of the construction of the Atlanta Public Safety Training Center.” LPL Decl. Ex. 10.
  - h. “All emails which include both rbaskin@atlantapolicefoundation.org and ccarr@law.ga.gov as either the sender, recipient, CCed, or BCCed from January 1, 2020 to October 8, 2023 containing at least one of the following keywords related to the development and construction of the Atlanta Public Safety Training Center: ‘Public Safety Training Center,’ ‘cop city,’ ‘referendum,’ ‘rico.’” LPL Decl. Ex. 11.
  - i. “All emails which include both Dave Wilkinson and Robin Loudermilk as either the sender, recipient, CCed, or BCCed from January 1, 2020 to October 8, 2023 containing at least one of the following keywords related to the development and construction of the Atlanta Public Safety Training Center: ‘Public Safety Training Center,’ ‘cop city,’ ‘referendum,’ ‘rico.’” LPL Decl. Ex. 12.
  - j. “A copy of all contracts, MOUs, licenses, data agreements, and other agreement documents with the Georgia Bureau of Investigation pertaining to the development and construction of the Atlanta Public Safety Training Center.” LPL Decl. Ex. 13.
47. After receiving no response, Vogel sent follow-up emails on Jan. 19, 2024. LPL Decl. ¶ 11.
48. APF provided no response to any of these requests.

49. Plaintiffs' ability to educate and inform the public about the planning and construction of the Training Center is stymied by their inability to obtain public records from APF. This is compounded by evidence that APF is also not sharing with the City all of the records in its possession related to the Training Center. *See* ACPC Decl. at ¶¶ 7-12.<sup>1</sup> Thus, the records that Plaintiffs seek from APF are not equally available via ORA requests to the City.<sup>2</sup>

50. When City officials have informed Plaintiffs that the records they have requested concerning functions performed by the City Police Department are in the custody of APF and directed Plaintiffs to submit their requests to APF, APF has not responded. LPL Decl. ¶¶ 9-10.

51. Finally, the Georgia Attorney General's Office Open Government Program has declined to mediate Plaintiffs' September 14, 2023 ORA complaint against APF, citing, with no

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<sup>1</sup> The ORA requires: "if an agency contracts with a private vendor to collect or maintain public records, the agency shall ensure that the arrangement does not limit public access to those records and that the vendor does not impede public record access." O.C.G.A. § 50-18-71(h). Here, of course, APF's involvement with the City is far more entangled than that of a private vendor which merely collects or maintains public records on behalf of an agency, as APF is itself performing a public function for the City that extends well beyond record-keeping. But, upon information and belief, APF is exercising unfettered discretion in which records it shares even with the City, notwithstanding that the records pertain to a public function that APF is performing for or on behalf of the City. *See* ACPC Decl. at ¶¶ 7-12.

<sup>2</sup> When Plaintiffs' counsel contacted the City Chief Transparency Officer regarding APF's obligations to comply with the ORA, she responded on Sept. 12, 2023:

To the extent that the Atlanta Police Foundation is the custodian of public records as defined by the Georgia Open Records Act and applicable case law, I agree that they are obligated to provide access to those records. **However, as the Atlanta Police Foundation is a separate legal entity and not a component part of City of Atlanta government, I do not have the authority under the Atlanta City Code of Ordinances to instruct the Atlanta Police Foundation about compliance with the statute or to investigate allegations of their non-compliance with its requirements.**

(emphasis added).

further explanation, “a pending criminal case.” Ex. H (Oct. 5, 2023 Email from Attorney General’s Office).

52. Having exhausted alternative avenues for obtaining the public records held by APF, Plaintiffs now seek an order from this Court requiring APF to produce records in its possession concerning a public project of considerable expense and controversy that APF is performing on behalf of and for the benefit of the City of Atlanta and its City Police Department.

### **CLAIM FOR RELIEF**

#### **COUNT ONE**

##### **Violation of Georgia’s Open Records Act**

53. Paragraphs 7 through 52 above are hereby incorporated by reference.

54. Defendant APF has failed to comply with the requirements of the ORA by failing to respond to Plaintiffs’ open records requests and by improperly withholding responsive records relating to services and functions APF is performing on behalf of and for the benefit of the City of Atlanta and its Police Department as relates to the Training Center.

55. Defendant APF lacks substantial justification for failing to comply with the ORA.

56. On information and belief, Defendant APF’s failures to comply with the provisions of the ORA are knowing and willful and/or negligent.

57. On information and belief, Defendant’s failures to comply with the provisions of the ORA are intended to frustrate public access to records by making them difficult to obtain.

58. Plaintiffs are entitled to declaratory and injunctive relief directing Defendant to fully comply with its obligations under the ORA.

## REQUEST FOR RELIEF

**WHEREFORE**, Plaintiffs respectfully pray for the following relief:

- (1) that the Court enter a judgment declaring APF has violated the Open Records Act;
- (2) that the Court enter a judgment declaring records in APF's possession relating to the Training Center that APF is constructing for and on behalf of the City of Atlanta are public records;
- (3) that the Court enter an Order directing APF to promptly and completely comply with its obligations pursuant to the Open Records Act regarding all outstanding Requests for records relating to the Training Center by producing the requested records and if any records are withheld as purportedly exempt, identifying the specific ORA exemptions APF contends justify continued withholding, and ordering APF to certify its compliance;
- (4) that the Court conduct in camera review of any documents responsive to the Plaintiffs' Open Record Act requests concerning the Training Center that APF withholds as purportedly exempt to determine if the exemptions have been properly invoked;
- (5) that the Court issue an injunction prohibiting APF from continuing in the future to frustrate efforts of any member of the general public seeking to inspect and copy public records in APF's possession;
- (6) that the Court enter an Order directing to APF to respond to all future Open Records Act requests for records related to the Training Center;
- (7) that the Court enter a judgment against APF for civil penalties of \$1,000 for each violation of the Act as permitted under O.C.G.A. § 50-18-74(a);
- (8) that the Court award Plaintiffs reasonable attorney's fees and other litigation costs pursuant to O.C.G.A. § 50-18-73(b); and

(9) that the Court award such other relief as shall appear proper and just.

Respectfully submitted, this 23rd day of January, 2024.

/s/ Samantha C. Hamilton

Clare R. Norins

Ga. Bar No. 575364

Samantha C. Hamilton

Ga. Bar No. 326618

Allyson Veile

Ga. Bar No. 620066

**UNIVERSITY OF GEORGIA**

**SCHOOL OF LAW**

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Athens, GA 30603

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samantha.hamilton@uga.edu

allyson.veile@uga.edu

# **EXHIBIT A**



From: Danielle Fasciano <dfasciano@atlantapolicefoundation.org>

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To: Dave Wilkinson <dwilkinson@atlantapolicefoundation.org>, Marshall Freeman <mfreeman@atlantapolicefoundation.org>, Danny Zayas <dzayas@atlantapolicefoundation.org>, Greg McNiff <gmcniff@atlantapolicefoundation.org>, Alecia Grimes <agrimes@atlantapolicefoundation.org>, Rob Baskin <rbaskin@atlantapolicefoundation.org>, Kelsey Hull <khull@atlantapolicefoundation.org>, "JHWhite@AtlantaGa.Gov" <jhwhite@atlantaga.gov>

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CC: Melissa Tibbetts <mtibbetts@atlantapolicefoundation.org>, Stephanie Magro <smagro@atlantapolicefoundation.org>

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Date: Fri, Oct 14, 2022 16:28

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Subject: [EXTERNAL] RE: 10/19/22 Board Orientation - Board Members attending

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Attachments: APF Power Point\_Board Responsibilities 2022.pptx, APF Board Orientation Agenda 10.19.22 (Timing).doc

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Team,

Attached please find the timed agenda and PowerPoint for Wednesday's Board Orientation.

We now have the following (2) board members for 10/19:

- Lisa Smith
- Venessa Harrison

**No longer able to attend:**

- Steve Koonin
- Daniel Eldridge

Best Regards,

Danielle Fasciano



**Danielle Fasciano**

Director of Finance & Administration

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p. 404.586.0180 Ext. 325 | c. 910.728.0976 | e. [dfasciano@atlantapolicefoundation.org](mailto:dfasciano@atlantapolicefoundation.org)  
[www.atlantapolicefoundation.org](http://www.atlantapolicefoundation.org)

P0001

**From:** Danielle Fasciano

**Sent:** Monday, October 10, 2022 11:11 AM

**To:** Dave Wilkinson <dwilkinson@atlantapolicefoundation.org>; Marshall Freeman <mfreeman@atlantapolicefoundation.org>; Danny Zayas <dzayas@atlantapolicefoundation.org>; Greg McNiff <gmcniff@atlantapolicefoundation.org>; Alecia Grimes <agrimes@atlantapolicefoundation.org>; Rob Baskin <rbaskin@atlantapolicefoundation.org>; Kelsey Hull <khull@atlantapolicefoundation.org>; 'JHWhite@AtlantaGa.Gov' <JHWhite@AtlantaGa.Gov>

**Cc:** Melissa Tibbetts <mtibbetts@atlantapolicefoundation.org>

**Subject:** 10/19/22 Board Orientation - Board Members attending

Team,

The following Board members are listed as attending our October 19<sup>th</sup> (next Wednesday) Board Orientation:

- Steve Koonin
- Daniel Eldridge (may not attend due to a meeting conflict)
- Venessa Harrison
- Lisa Smith

Melissa and I can compiling the meeting agenda and ppt which will be sent out to you all this week for review. The meeting materials will mirror what we used at the April orientation.

All the Best,

Danielle Fasciano



**Danielle Fasciano**

Director of Finance & Administration

Atlanta Police Foundation | 191 Peachtree Street, NE #191 | Atlanta | GA | 30303

o. 404.586.0180 Ext. 325 | c. 910.728.0976 | e. [dfasciano@atlantapolicefoundation.org](mailto:dfasciano@atlantapolicefoundation.org)

[www.atlantapolicefoundation.org](http://www.atlantapolicefoundation.org)

P0002



*“The Force Behind the Force”*

# Atlanta Police Foundation

*Our mission is to make Atlanta the safest large city in the nation.*



## *Our History*

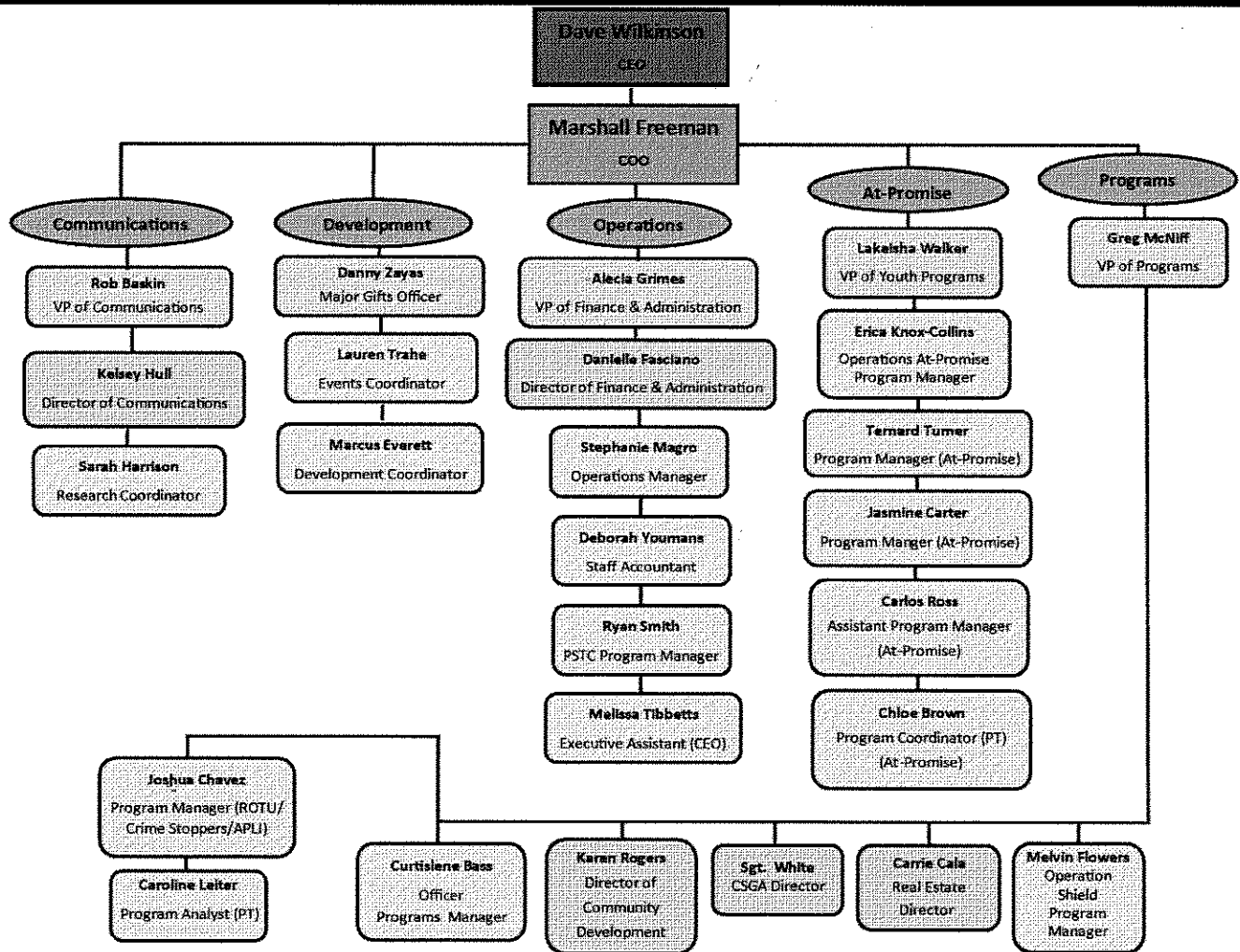
The **Atlanta Police Foundation (“the Foundation”)** is a non-profit, public/private partnership focused on advancing public safety in Atlanta. In partnership with the City of Atlanta, the Atlanta Police Department (APD) and the business community, the Foundation provides research on policing best practices, strategic direction and resources to help the APD incubate innovation, keep pace with technology, and meet strategic time-sensitive needs that help drive down crime and make Atlanta a safer city.

Since its inception, the Foundation has worked to secure and leverage private resources to fund high priority projects designed to enhance the City of Atlanta’s ability to fight and prevent crime. Specifically, its programs have been strategically focused to enhance police visibility and effectiveness, implement crime prevention programs and provide strategic counsel for short- and long-range security planning for our City.

As a result of the Foundation’s work since its establishment in 2003, there has been an increase in the number of police officers on the streets, as well as an increase in the engagement of Atlanta’s business community and neighborhood residents in fighting crime.



# APF Staff





## *Board Structure*

### **Officers:**

Chair  
Vice-Chair(s)  
Secretary  
Treasurer

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Executive Committee

### **Subcommittees**

Finance and Audit  
Resource Development  
Legal Resources  
Nominating Committee

### **Program Committees**

Public Safety Training Center  
Crime Stoppers Greater Atlanta  
Real Estate  
Technology  
Youth  
Repeat Offenders



# Board of Trustees

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Tye Darland, SVP-General Counsel, Georgia-Pacific

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Amrisha Baisiwal, Chief Executive Officer, Portman Holdings

Leonte Benton, Principal & Senior Vice President, T. Dallas Smith & Company

Jeffrey Brown, Real Estate portfolio Manager, Georgia, Microsoft - Global Workplace Services

Andy Berg, CEO, Homrich Berg

Simon Bloom, Partner, Bloom Parham, LLP

Paul Brown, CEO, Inspire Brands

Norm Brothers, Chief Legal and Compliance, Officer UPS

Lee Burrows, CEO, Banks Streets Partners LLC

Paul Corley, Regional President, Empire Communities

David Dantzler, Partner, Troutman Sanders, LLP

Bryan Davis, Partner, Jones Day

Walt Ehmer, CEO, Waffle House

Dan Eldridge, Partner-in-Charge of Audit in Alabama, Georgia, Mississippi, and Tennessee, KPMG

Jimmy Etheredge, CEO North America, Accenture

Duncan Gibbs, Managing Partner, TriStar Real Estate Investment, LLC

Daniel Grider, Vice President of IT, The Home Depot

Mark Giuliano, Chief Administration Officer, Invesco - Atlanta

Mitch Graul, Southeast Small Business Leader, Wells Fargo

Ernest L. Greer, Managing Shareholder, Greenberg Traurig, LLP

Venessa Harrison, President, AT&T

Karen Holcom, Senior Vice President and CFO, Acuity Brands Inc.

Julia Houston, Chief Transformation Officer, Equifax

Tad Hutcheson, VP, Community Engagement, Delta Air Lines

Bill Jordan, Partner, Alston & Bird LLP

Allan Kamensky, Executive Vice President and General Counsel, Synovus

Josh Kamin, Managing Partner Atlanta Office, King & Spalding

Steeve Koonin, CEO, Atlanta Hawks & State Farm Arena  
Lee Burrows, CEO, Banks Streets Partners LLC

Bob Mathews, President & CEO, Colliers International

Douglas Murphy, MD, Emory Clinic

Chuck Palmer, Managing Partner, Troutman Sanders

Frank Patterson, President & CEO, Pinewood Studios

Jenny Pruitt, Executive Chairman & Founder, Atlanta Fine Homes Sotheby's International Realty

Justin Rannick, VP & Division Manager, Brasfield & Gorrie

Dr. Deepak Raghavan, Co-Founder & Director Manhattan Associates INC./ Lecturer & Adjunct Professor, Georgia State University,

John Richert, Head of Regional Investment Banking, JP Morgan

Napoleon Rutledge, SVP, COA and Controller, McKesson

Eric Schimpf, Managing Director, Southeast Division, Merrill Lynch

Sachin Shailendra, President, SG Contracting

Jim Shelton, Principal, Shelton McNally Real Estate Partners

Kevin Smith, Chief Marketing Officer, Rollins, Inc.

Lisa Smith, SVP of Region External Affairs and Community Engagement, Georgia Power

John Stegeman, CEO, White Cap

Claire Sterk, President Emerita and Professor of Public Health and Charles Howard Candler Chair, Emory University

Bentina Terry, SVP, Northwest Region, Georgia Power Company

Roland Vaughn, Managing Partner, 4V Enterprises

Mark Wasserman, Managing Partner & Co-CEO, Eversheds Sutherland (US) LLP

Ken Welch, Retired Global Chair, Strategy Group KPMG LLP



## *Board Responsibilities*

- Set direction and policies
- Ensure sufficient resources to achieve desired results
- Monitor progress and outcomes
- Advocate on behalf of public safety
- Clearly understand the mission, goals and objectives of the Atlanta Police Foundation (APF) and the Atlanta Police Department (APD)





## *Board Responsibilities*

- Work to ensure financial sustainability of the Foundation. Must commit to making a personal gift to the Foundation annually, as well as contributing to the Foundation's fundraising activities and special events.
- Assist Foundation President with cultivating relationships with key corporate and/or individual community stakeholders.
- Serve on at least one (1) board committee and/or task force, in addition to, attending and participating in quarterly board meetings (*i.e., March, June, September and December*).
- Work with Foundation staff to set direction and policy over programs and monitor progress and outcomes of respective project(s).
- Board term is three (3) consecutive years. At Board's discretion, a board member's whose term has ended may be invited to serve additional term(s).



# Terms & Classes

<b>Class of 2023</b> Term expires 12/31/23	<b>Class of 2024</b> Term expires 12/31/24	<b>Class of 2025</b> Term expires 12/31/25	<b>Emeritus Board</b>
Leonte Benton Norm Brothers Jimmy Etheredge Allan Kamensky Josh Kamin Jenny Pruitt Eric Schimpf <b>Daniel Grider</b> <b>Bryan Davis</b> <b>Mitch Graul</b> <b>Doug Murphy</b> <b>Bob Peterson</b> Andre Anderson Ambrish Baisiwala Robin Loudermilk Tye Darland Duncan Gibbs Tad Hutcheson  18	Jeffrey Brown Paul Corley Karen Holcom Bill Jordan Chuck Palmer Deepak Raghavan Justin Rannick John Richert Claire Sterk <b>Andy Berg</b> <b>Paul Brown</b> <b>Carol Cookerly</b> <b>Mark Giuliano</b> <b>Julia Houston</b> <b>Sachin Shailendra</b> <b>Mark Wasserman</b> <b>Simon Bloom</b> <b>Jim Shelton</b> <b>Ken Welch</b> <b>Ernest Greer</b> <b>Walt Ehmer</b> <b>Joe Whitley</b> <b>Chris Carlos</b>  23	Steve Koonin Lee Burrows Venessa Harrison Dan Eldridge Lisa Smith <b>Frank Patterson</b> <b>Napoleon Rutledge</b> <b>John Stegeman</b>  8	<b>John O'Neill - CHAIR</b> <b>Cal Darden</b> <b>Bob Mathews</b> <b>Leslie Patterson</b> <b>Christine St. Clare</b> <b>Roland Vaughn</b> <b>David Dantzier</b> <b>Kevin Smith</b>  8

**PUBLIC SAFETY FIRST**

*8-POINT STRATEGY TO ADDRESS TODAY'S CRIME SURGE & FUTURE PUBLIC SAFETY NEEDS*



# 8 PILLARS FOR ACTION



## MORE OFFICERS

- Recruit 250 officers annually
- Stem attrition
- Employ retention incentives (programs and financial)
- Improve morale



## INCREASED ENFORCEMENT

- Deploy officers to enable greater visibility on street, on patrol
- Acquire and deploy more police vehicles, address 200 car deficit



## COMMUNITY POLICING

- Incentivize officers to live in City
- Expand Secure Housing Initiative
- Expand recruit housing program (Unity Place II)



## YOUTH ENGAGEMENT

- 4P @Promise Center
- Expand @Promise @Work job training Initiative
- Build trust with residents through APD/Youth programs
- Enlist more judicial system support for at-risk youth diversion



## TECHNOLOGY

- Expand real-time surveillance system to 15,000 cameras
- Maintain and upgrade technology
- Roll out Connect Atlanta program to integrate public and private sector cameras



## REGIONAL COLLABORATION

- Joint planning with State, Federal and local jurisdictions
- Coordination with Fulton County DA's office and Fulton County Sheriff
- Joint training at Atlanta Public Safety Training Center
- Extend existing partnerships (e.g., National Center for Civil & Human Rights)



## TRAINING

- Complete regional Public Safety Training Center construction to provide best-in-class facility and training campus
- Institutionalize 21st-century police reform
- Leverage private sector's \$60-million financial support



## REPEAT OFFENDERS

- Coordinate multi-agency response to Repeat Offenders
- Modernize record-keeping
- Ensure judicial system, APD, Fulton County DA, Fulton County Sheriff, Department of Corrections, Pardons & Parole, and GBJ are in active dialogue and real-time coordination



# Core Programs

At-Promise Westside  
At-Promise Southside  
At-Promise Southwest  
Youth Initiatives  
Police Athletic League

YOUTH CRIME PREVENTION



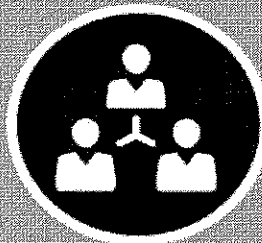
Real Time Crime Center  
Operation Shield  
Technology & Innovation Center  
COMNET  
Connect Atlanta

SMART POLICING



Unity Place (Recruit Housing Complex)  
Crime Stoppers of Greater Atlanta  
Mounted Patrol  
Edgewood Operations Center  
Secure Neighborhoods Initiatives

SECURE NEIGHBORHOOD



Recruitment & Retention Repeat Offenders  
ACRC - Atlanta Crime Research Center  
Advanced Training  
Life Insurance  
Scholarships  
Public Safety Training Center

EFFECTIVE LEADERSHIP





# *Camera Technology & Communication*



**OPERATION  
SHIELD**

**Crime deterrence through  
camera technology & communication**

**FOUNDATION**  
SECURITY GROUP



**Camera**

- Installation
- Integration
- Registration

# **COMNET**

**Radio**

- Participation
- Communication



## *Secure Neighborhoods*



**Promoting unity and  
community through security  
and affordability.**

- Stipends
- In-city residency incentives
- Financial planning assistance





# *Atlanta Crime Research Center*

- Crime and program analysis
- Legislative research
- Policing trends and technology assessments
- Repeat Offender interdiction
- Regional LE coordinator

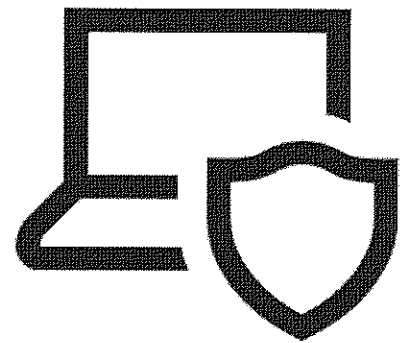






## *Program Websites*

- [WWW.OPERATIONSHIELD.INFO](http://WWW.OPERATIONSHIELD.INFO)
- [WWW.APDMOUNTEDPATROL.INFO](http://WWW.APDMOUNTEDPATROL.INFO)
- [WWW.COMNETATL.INFO](http://WWW.COMNETATL.INFO)
- [WWW.SECURENEIGHBORHOODS.INFO](http://WWW.SECURENEIGHBORHOODS.INFO)
- [WWW.ATLANTAPOLICEFOUNDATION.ORG](http://WWW.ATLANTAPOLICEFOUNDATION.ORG)
- [WWW.STOPPERSATL.ORG](http://WWW.STOPPERSATL.ORG)
- [WWW.CONNECTATLANTA.ORG](http://WWW.CONNECTATLANTA.ORG)





# SITE PLAN

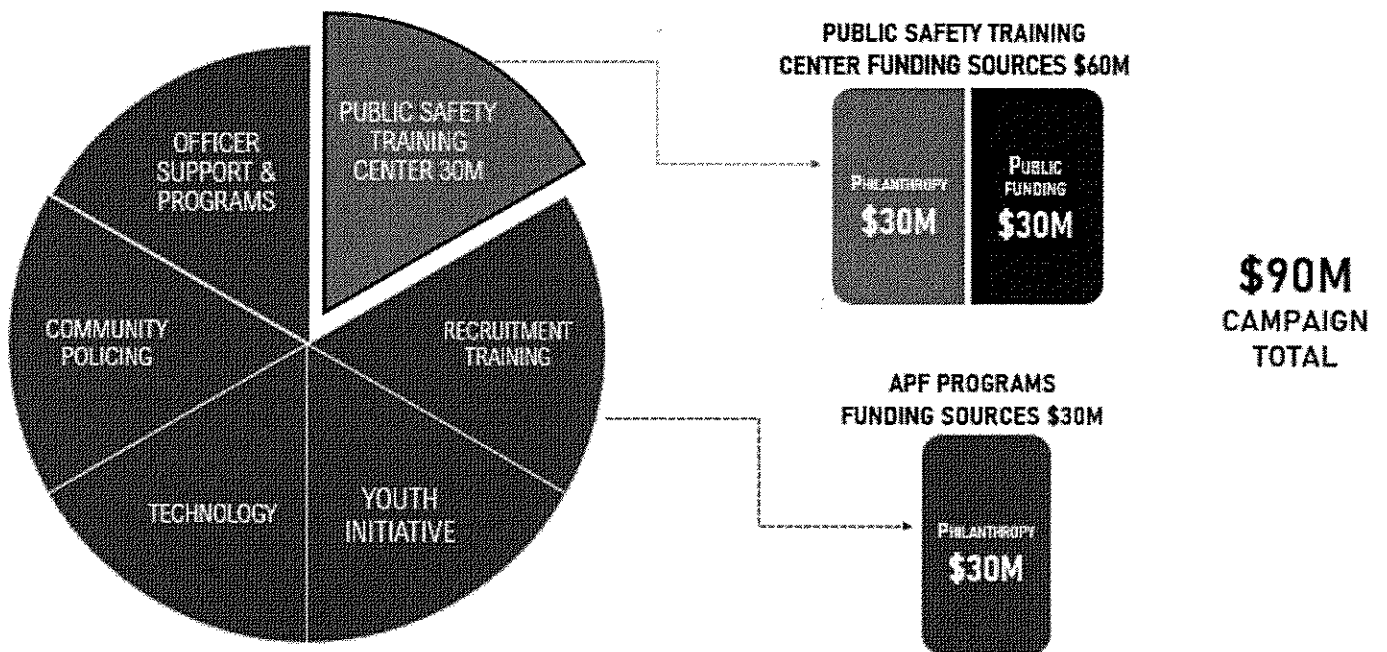
## LEGEND

- 1 LEADERSHIP BUILDING / AUDITORIUM  
73,000 SF
- 2 ADMINISTRATION / CLASSROOM BUILDINGS  
44,000 SF
- 3 PAVILION
- 4 QUAD / PT FIELD
- 5 HORSE BARN  
14,400 STALLS
- 6 PASTURE  
61-15 ACRES
- 7 KENNEL
- 8 CONTROLLED ACCESS
- 9 SHOOTING RANGE
- 10 TRAINING FIRE STATION
- 11 CLASS A BURN BUILDING
- 12 FIRE TRAINING FACILITIES  
- GAS PIPING / HYDRANT PIPING  
- DRAFTING ROOMS / RECOVERY POND  
- CLAY BREAK & TECHNICAL ROOMS  
- RUBBER FILL & CONFINEMENT SPACE  
- WOODS TRAINING  
- SMART WATER RESCUE
- 13 MOCK VILLAGE  
- GAS STATION / BANK  
- BAR / NIGHT CLUB  
- SCHOOL  
- RESIDENTIAL HOMES  
- APARTMENTS (LOW & HIGH RISE)  
- PARK / SLASH PAD  
- TRAINERS' WAREHOUSE
- 14 VEHICLE SKILLS PAD
- 15 SKID PAD
- 16 EVOIC
- 17 VEHICLE STORAGE
- 18 OBSERVATION TOWER
- 19 STORMWATER DETENTION
- 20 FUTURE PUBLIC PARK LAND
- 21 PUBLIC PARKING AT TRAILHEAD
- 22 EXISTING BUILDINGS
- 23 TO MICHELLE OBAMA PARK
- 24 100+ LANDSCAPE BUFFER
- 25 KEY ROAD IMPROVEMENTS  
- SIDEWALKS TO CAMPUS ENTRANCE  
- INTERSECTION IMPROVEMENTS





# Public Safety First Campaign





## *Fundraising*

- Operating funds raised through six (6) annual events:
  - Link Up Against Crime Golf Tournament
  - Blue Jean Ball
  - At-Promise Field Day
  - Atlanta's Finest 5K Race
  - Crime is Toast Breakfast
  - A Night in Blue
  
- 2022-2024 Public Safety First Campaign
  - Goal: \$90 Million
  
- Board Giving



*"The Force Behind the Force"*

**THANK YOU!**

191 Peachtree Street, NE, Suite 191

Lobby Level

Atlanta, Georgia 30303

404-586-0180

[www.atlantapolicefoundation.org](http://www.atlantapolicefoundation.org)



**ATLANTA POLICE FOUNDATION**  
**Board of Trustees Orientation**  
**October 19, 2022 8:00am-9:00am**

**APF Mission:** To make Atlanta the safest large city in the nation.”

**Agenda**

- |   |                               |
|---|-------------------------------|
| • <b>Welcome (8:00-8:10)</b><br>- Board Structure   | Dave Wilkinson                |
| • <b>APF By-laws &amp; Conflict of Interest (8:10-8:12)</b>                                       | Danielle Fasciano             |
| • <b>Board Responsibilities (8:12-8:14)</b><br>- Terms & Classes                                  | Danielle Fasciano             |
| • <b>Public Safety First (8:14-8:30)</b><br>- Programs  | Dave Wilkinson<br>Greg McNiff |
| • <b>Fundraising/Resource Development (8:30-8:40)</b><br>- Campaign<br>- Events<br>- Board Giving | Danny Zayas                   |
| • <b>Communications (8:40-8:45)</b>   | Rob Baskin                    |
| • <b>Questions/Discussion (8:45-8:55)</b>   | All                           |
| • <b>APD Credentials (by 9:00 leave for APD)</b>  | Sgt. White                    |
- 

**Upcoming Events:**

- A Night In Blue – November 5<sup>th</sup> – City Winery
- Q4 Board Meeting – December 14<sup>th</sup> – APD HQ

# **EXHIBIT B**



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

CONTROL NUMBER: 0250389  
EFFECTIVE DATE: 10/02/2002  
JURISDICTION : GEORGIA  
REFERENCE : 0048  
PRINT DATE : 10/07/2002  
FORM NUMBER : 311

BENJAMIN T. WHITE  
ALSTON & BIRD LLP  
1201 WEST PEACHTREE STREET  
ATLANTA, GA 303093424

**CERTIFICATE OF INCORPORATION**

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**ATLANTA POLICE FOUNDATION, INC.**  
**A DOMESTIC NONPROFIT CORPORATION**

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation 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 the date set forth above.



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox  
Secretary of State **P0024**

**ARTICLES OF INCORPORATION  
OF  
ATLANTA POLICE FOUNDATION, INC.**

**ARTICLE ONE**

**Name**

The name of the corporation shall be:

**ATLANTA POLICE FOUNDATION, INC.**

**ARTICLE TWO**

**Perpetual Duration**

The corporation shall have perpetual duration.

**ARTICLE THREE**

**Nonprofit Corporation and Charitable Purposes**

The corporation shall be a nonprofit corporation under applicable provisions of the Georgia Nonprofit Corporation Code. It shall be organized, and at all times thereafter operated, exclusively for public charitable uses and purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, including without limitation assisting the Atlanta Police Department in making Atlanta a safer place to live and work. The charitable purposes of the corporation shall be carried out in such ways as the Board of Directors shall determine in its discretion. In furtherance of such purposes, the corporation shall have full power and authority:

- (a) To promote and support the Atlanta Police Department;
- (b) To work with the City of Atlanta and its Police Department to ensure that each police officer is qualified, trained, equipped, and educated to perform at the highest levels of professional standards;
- (c) To enhance the Atlanta Police Department's capabilities by facilitating access to world-class people, processes, and operational tools;

(d) To promote and support community outreach on the part of the Atlanta Police Department;

(e) To provide the Atlanta Police Department with management and operational tools to coordinate law enforcement efforts for both crime prevention and intervention;

(f) To serve as a liaison between the public and the private sectors of the City of Atlanta, and to engage the Atlanta community on the core issues of public safety;

(g) To enlist broad participation in the quest for an even better quality of life for those who live and work in Atlanta;

(h) To make distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code;

(i) To make distributions for other charitable purposes;

(j) To receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the governing instruments of the corporation, as the same may be amended from time to time; and

(k) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Directors in its discretion, to carry out any of the purposes of the corporation, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations generally by virtue of applicable provisions of Georgia law, including the Georgia Nonprofit Corporation Code (within and subject to the limitations of section 501(c)(3) of the Internal Revenue Code).

The corporation shall serve only such purposes and functions and shall engage only in such activities as are consonant with the purposes set forth in this Article Three and as are exclusively charitable and are entitled to charitable status under section 501(c)(3) of the Internal Revenue Code.

## ARTICLE FOUR

### Publicly Supported Tax-Exempt Nonprofit Corporation

The corporation shall be neither organized nor operated for pecuniary gain or profit.

(a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any member, trustee, officer, or director of the corporation, or any other private person; but the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in Article Three hereof.

(b) The corporation shall not carry on propaganda, or otherwise attempt to influence legislation, to an extent that would disqualify it for tax exemption under section 501(c)(3) of the Internal Revenue Code by reason of attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on:

(i) By a corporation exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code; or

(ii) By a corporation, contributions to which are deductible for federal income tax purposes under section 170(c)(2) of the Internal Revenue Code.

It is intended that the corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code. All terms and provisions of these Articles of Incorporation and the Bylaws of the corporation, and all authority and operations of the corporation, shall be construed, applied and carried out in accordance with such intent.

## **ARTICLE FIVE**

### **Board of Directors**

The Board of Directors shall have general charge of the affairs and any property and assets of the corporation. It shall be the duty of the directors to carry out the purposes and functions of the corporation. The directors shall be elected in accordance with the Bylaws of the corporation and shall have the powers and duties set forth in these Articles of Incorporation and in the Bylaws, to the extent that such powers and duties are not inconsistent with the status of the corporation as a nonprofit public benefit corporation which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code.

## **ARTICLE SIX**

### **Members**

The corporation initially shall have no members. However, the Board of Directors of the corporation shall have the power to admit members to the corporation in such manner, subject to such qualifications, and upon such terms and conditions and with such rights and privileges as may be provided from time to time in the Bylaws of the corporation and as are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

## **ARTICLE SEVEN**

### **Dissolution of Corporation**

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for public charitable uses and purposes as shall at the time qualify as exempt from taxation under section 501(c)(3) of the Internal Revenue Code, as the Board of Directors shall

determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE EIGHT**

### **Registered Office and Registered Agent**

The registered office of the corporation shall be at Alston & Bird LLP, One Atlantic Center, 1201 West Peachtree Street, Atlanta, Fulton County, Georgia 30309-3424. The initial registered agent of the corporation at such address shall be Benjamin T. White.

## **ARTICLE NINE**

### **Principal Office**

The mailing address of the initial principal office of the corporation is Suite 1550, The Candler Building, 127 Peachtree Street, Atlanta, Fulton County, Georgia 30303.

## **ARTICLE TEN**

### **Definitions**

For purposes of these Articles of Incorporation, "charitable purposes" include charitable, religious, educational, literary, or scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, contributions for which are deductible under section 170(c)(2) of the Internal Revenue Code. All references in these Articles of Incorporation to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

## **ARTICLE ELEVEN**

### **Limitation of Director Liability**

(a) A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of duty of care or other duty as a director, except for liability (i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit.

(b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

(c) If the Georgia Nonprofit Corporation Code or, by reference, if appropriate, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Georgia Nonprofit Corporation Code or the amended Georgia Business Corporation Code, as appropriate.

(d) In the event that any of the provisions of this Article (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

## **ARTICLE TWELVE**

### **Incorporator**

The name and address of the Incorporator are as follows:

Benjamin T. White  
Alston & Bird LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424

**ARTICLE THIRTEEN**

**Amendments**

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation, this 30th day of September, 2002.

  
BENJAMIN T. WHITE  
Incorporator

ALSTON & BIRD LLP  
One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309-3424  
(404) 881-7488

SECRETARY OF STATE  
2002 OCT -2 A 8:26  
CORPORATIONS DIVISION





# CITY OF ATLANTA

SHIRLEY FRANKLIN  
MAYOR

DEPARTMENT OF LAW  
68 MITCHELL STREET, S.W.  
SUITE 4100  
CITY HALL TOWER  
ATLANTA, GEORGIA 30303-3520  
(404) 330-6400 TELEPHONE  
(404) 656-6894 FACSIMILE

LINDA K. DISANTIS  
CITY ATTORNEY

October 1, 2002

Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Drive  
Atlanta, Georgia 30334-1530

Re: Atlanta Police Foundation, Inc.  
Name Reservation No. 022620934

Ladies and Gentlemen:

The undersigned hereby consents to the transfer of the  
above-referenced name reservation to Alston & Bird LLP.

Thank you for your assistance.

Sincerely,

Rosalind R. Newell

SECRETARY OF STATE  
2002 OCT -2 A 8:26  
CORPORATIONS DIVISION



CATHY COX  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION

315 West Tower, #2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2817

Registered agent, officer, entity status information via the Internet  
<http://www.georgiacorporations.org>

WARREN RARY  
Director

QUINTILIS B. ROBINSON  
Assistant Director

TRANSMITTAL INFORMATION  
GEORGIA PROFIT OR NONPROFIT  
CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	PENDING #	CONTROL #
	P474719	250389
DOCKET CODE	DATE FILED	AMOUNT RECEIVED
TYPE CODE	EXAMINER	JURISDICTION (COUNTY) CODE
		CHECK/ RECEIPT #

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1. 022620934  
Corporate Name Reservation Number (optional; articles accepted without prior reservation)  
Atlanta Police Foundation, Inc.  
Corporate Name (List *exactly* as it appears in articles)

2. Benjamin T. White (404) 881-7488  
(Name of person filing articles; completed filing returned to this person, at address below) Telephone Number  
Alston & Bird LLP, 1201 West Peachtree Street  
Address  
Atlanta, GA 30309-3424  
City State Zip Code

3. Mail or deliver to the Secretary of State, at the above address, the following:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$60.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The Clerk of Superior Court can advise you of the official organ in a particular county.)

Benjamin T. White October 1, 2002  
Authorized Signature Date

# **EXHIBIT C**



## City of Atlanta Georgia

### Ordinance 21-O-0367

Adopted Substitute as  
Amended  
Sep 7, 2021 1:00 PM

**AN ORDINANCE BY COUNCILMEMBER JOYCE M. SHEPERD, AMENDED AND SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE AND SUBSTITUTED AND AMENDED BY THE ATLANTA CITY COUNCIL AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA, TO EXECUTE A GROUND LEASE AGREEMENT WITH THE ATLANTA POLICE FOUNDATION FOR APPROXIMATELY 85 ACRES FOR IMPROVEMENTS RELATED TO PUBLIC SAFETY TRAINING FACILITIES AND TO PRESERVE APPROXIMATELY 265 ACRES FOR GREENSPACE WITHIN THE PROPERTY LOCATED AT LAND LOT 83 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, TAX PARCEL ID 15-082-01-001 AND KNOWN AS 561 KEY RD SE, ATLANTA, ALL OR A PORTION OF THE PROPERTY LOCATED AT LAND LOT 81 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, TAX PARCEL ID 15-081-08-001 AND KNOWN AS 3054 FAYETTEVILLE ROAD, ATLANTA, AND ALL OR A PORTION OF THE PROPERTY LOCATED AT LAND LOT 81 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, TAX PARCEL ID 15-081-08-002 AND KNOWN AS 3184 FAYETTEVILLE ROAD, ATLANTA, (COLLECTIVELY, THE "PROPERTY"), FOR A LEASE TERM NOT TO EXCEED FIFTY (50) YEARS AT AN ANNUAL GROUND RENTAL RATE IN THE AMOUNT OF TEN DOLLARS AND ZERO CENTS (\$10.00) AND IN CONSIDERATION OF PERFORMING CERTAIN DEVELOPMENT ON THE PROPERTY; WAIVING THE COMPETITIVE PROCUREMENT PROVISIONS CONTAINED IN CHAPTER 2, ARTICLE X, PROCUREMENT AND REAL ESTATE CODE OF THE CITY CODE OF ORDINANCES; ALL AMOUNTS TO BE DEPOSITED IN THE ACCOUNTS LISTED HEREIN; AND FOR OTHER PURPOSES.**

#### Information

<b>Department:</b>	Office of the Municipal Clerk	<b>Sponsors:</b>	Councilmember, District 10 Andrea L. Boone
<b>Category:</b>	Personal Paper	<b>Functions:</b>	None Required

#### Attachments

##### Printout

21-O-0367 COMMITTEE AMENDMENT FORM (This file has not yet been converted to a viewable format)

[DEAM - Ground Lease - Public Safety Training Center with Exhibits](#)

21-O-0367 (Amendment Form - Westmoreland 9.8.21) (This file has not yet been converted to a viewable format)

#### Item Discussion

**(Amended and held 6/16/21 by Finance/Executive Committee) (Referred to the Public Safety and Legal Administration Committee 6/30/21) (Held 7/12/21 by Public Safety and Legal Administration Committee) (Favorable by Public Safety and Legal Administration Committee 8/9/21 6 years 1 nay)**

#### Body

**WHEREAS**, the City of Atlanta ("City") owns certain improved real property located at Land Lot 83 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-082-01-001, and known as 561 Key Road SE, Atlanta, the property located at Land Lot 81 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-081-08-001, and known as 3054 Fayetteville Road, Atlanta, and the property located at Land Lot 81 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-081-08-002, and known as 3184 Fayetteville Road, Atlanta, (collectively, the

**P0034**

“Property”) as more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference; and

**WHEREAS**, the Property consists of approximately 381 acres of land improved with certain structures unused for several years; and

**WHEREAS**, the Atlanta Police Foundation (“APF”) is a nonprofit organization that unites the business and philanthropic community with the Atlanta Police Department to make strides in public safety that focus on designing community programs that enhance safety in Atlanta neighborhoods and strengthen relationships between citizens and law enforcement, training the best-in-class police department and seeking innovative solutions to further public safety. APF “fund[s] high priority projects designed to enhance the City's ability to fight and prevent crime;” and

**WHEREAS**, the APF has achieved success with funding and completing development projects related to public safety facilities; and

**WHEREAS**, the APF desires to fund and build, for operation by the City, a state-of-the-art Public Safety Training Campus for all public safety agencies on the Property; and

**WHEREAS**, an assessment by the APF and the City determined the annual cost to operate and maintain the Campus will be roughly \$1.2 million, which will be at least partially offset by the reduction in current cost to maintain two leases for training areas. Additionally, operating costs may be further offset by rental revenue; and

**WHEREAS**, the Atlanta Police Foundation will develop training facilities for the Atlanta Police Department and Atlanta Fire Rescue Department; on approximately 85 acres, while the remaining approximately 265 acres will be preserved as greenspace for a combination of; ecological habitat restoration and public access; and

**WHEREAS**, this will result in the preservation of roughly three-quarters of the property as greenspace for a combination of restoration and public access for the first time in over a century; and

**WHEREAS**, the City is committed to identifying and providing the funding needed to properly preserve, restore, and activate the publicly accessible green space; and

**WHEREAS**, The preservation and of these acres is an important component of the South River Forest and will also directly connect to more than 575 acres of new and existing parks and green space; and

**WHEREAS**, the City has made recent strides in the preservation of forested property, including the August 2020 purchase of the 216-acre Lake Charlotte Nature Preserve; and

**WHEREAS**, the City will continue to pursue the acquisition and preservation of at least 85 additional acres of forested property; with a geographic focus within the South River Forest; and

**WHEREAS**, the Atlanta Police Foundation will regularly convene a Community Stakeholder Advisory Committee comprised of community members appointed by the Atlanta City Council and DeKalb County Commission to make recommendations around community engagement, key siting, design, and operating details; and

**WHEREAS**, the Community Stakeholder Advisory Committee shall be comprised of a minimum of 10 appointees who represent public safety officials, each of the adjacent neighborhood associations, economic interests, environmental and habitat conservation organizations of the broader South River Forest community; and

P0035

**WHEREAS**, the Committee will engage with the City and APF over the next several months and beyond in a thorough site plan review of all development impacts on the 85 acres, such as sound, smoke, night training activities, traffic, access, trash, loading, security, lighting, wildlife habitat, dark sky, tree canopy, native plants, as well as water quantity and quality; and

**WHEREAS**, the establishment of a Public Safety Training Campus on the Property will provide valuable and important services to the surrounding community; and

**WHEREAS**, the City desires to enter into a ground lease agreement (“Ground Lease”) with the APF, in substantially similar form as the draft ground lease attached hereto as Exhibit “B” for the construction and operation of the Public Safety Campus on the Property for a period of fifty (50) years; and

**WHEREAS**, the Ground Lease will provide that the obligation to pay annual rent will commence on the commencement date of the Ground Lease, and continue annually until the expiration of the Ground Lease; and

**WHEREAS**, the Ground Lease will provide that the City will be able to have input or approval on stages of the construction and development of the Property; and

**WHEREAS**, prior to site development, Phase 1 and 2 environmental reviews will be completed, and all existing contamination identified and remediated; and

**WHEREAS**, prior to site development, APF will provide a detailed report to the City outlining the proposed steps to eliminate or minimize noise, including exploring an indoor firing range and/or noise elimination and mitigation designs, and other impacts to the surrounding area as well as a report outlining how all activities on site will conform to federal and state environmental regulations; and

**WHEREAS**, prior to site development, APF will also provide written confirmation a burn building at this location is in compliance with guidance from the Federal Aviation Administration; and

**WHEREAS**, prior to site development and in compliance with environmental reviews, APF will hire a third-party survey and review of the property’s cultural landscape, and will engage local, state, and federal partners to identify and protect historic landmarks, landscapes, and artifacts; and

**WHEREAS**, it is necessary to waive certain requirements of the Procurement and Real Estate Code of the Code of Ordinances to facilitate this transaction.

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

**SECTION 1:** The Mayor or her designee, on behalf of the City, is authorized to enter into a ground lease agreement with the Atlanta Police Foundation, in a substantially similar form as the draft ground lease attached hereto as Exhibit “B” approximately 85 acres for improvements related to public safety training facilities and to preserve approximately 265 acres for greenspace within real property located at Land Lot 83 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-082-01-001, and known as 561 Key Road SE, Atlanta, all or a portion of the property located at Land Lot 81 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-081-08-001, and known as 3054 Fayetteville Road, Atlanta, and all or a portion of the property located at Land Lot 81 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-081-08-002, and known as 3184 Fayetteville Road, Atlanta, (collectively, the “Property”) as more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference, for a term not to exceed fifty (50) years, at an annual ground rental rate of Ten Dollars (\$10.00), and in consideration of completing certain development on the Property.

**SECTION 2:** The Ground Lease will provide that the Atlanta Police Foundation is required to make certain improvements at the Property and, at the expiration or earlier termination of the lease term, or execution of any lease-back agreement, deliver possession of same to the City. The Ground Lease agreement will provide that the

obligation to pay annual rent will commence on the Commencement Date of the Ground Lease, and will continue annually until expiration of the Ground Lease.

**SECTION 3:** Revenue received from the Ground Lease will be deposited into fund or account number(s): 1001 (General Fund) 040401 (EXE General Buildings & Plants) 3810001 (Land Rentals, General) 1565000 (Gen Bldgs. Plants).

**SECTION 4:** The City Attorney or her designee is directed to prepare the Ground Lease and all other appropriate documents for execution by the Mayor or her designee to consummate the transaction contemplated by this Ordinance.

**SECTION 5:** The Mayor or her designee, on behalf of the City, is authorized to execute any other agreements, documents, or instruments necessary or desirable to consummate the transaction contemplated by this Ordinance and the Ground Lease.

**SECTION 6:** The Ground Lease will not become binding upon the City, and the City shall incur no obligation nor liability thereunder until the same has been signed by the Mayor, attested to by the Municipal Clerk, and approved by the City Attorney as to form.

**SECTION 7:** Upon completion of the final planning and design process, the Mayor or her designee, on behalf of the City is authorized to amend the ground lease agreement with the Atlanta Police Foundation to reflect the final acreage needed, including any greenspace to be improved by APF and with no more than approximately 85 acres for improvements related to public safety training facilities.

**SECTION 8:** Atlanta Police Foundation will use best efforts to preserve or protect trees on the property. Any tree removed during construction (which is not required to be removed by law as an invasive species) will be replaced pursuant to the requirements of the City's Tree Protection Ordinance. Such replacements shall be placed on this Property. If a hardwood tree is required to be removed, it will be replaced by one hundred planted hardwood trees on this Property.

**SECTION 9:** The requirements of Section 2-1547 of Article X, Procurement and Real Estate of the City Code of Ordinances is hereby waived for purposes of this Ordinance only.

**SECTION 10:** All ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict, only.

**SECTION 11:** This Ordinance shall become effective immediately upon approval.

### **EXHIBIT "A"**

#### **Legal Description of Property**

#### **561 Key Road**

#### **Parcel ID No. 15-082-01-001**

All that tract or parcel of land lying and being in the Fifteenth District of Dekalb County, Georgia and being known as the W. B. Key plantation and described as follows:

**Beginning** at a point in land of eighty three (83) where the south land lot line thereof is intersected by the center of Intrenchment Creek, and running thence northerly along the center of said creek to the north line of land lot eighty three (83) and extending thence west along the north line of land lot eighty three (83) and the north line of land lot eighty two thirty two hundred and twenty eight (3228) feet to the northwest corner of land lot eighty two (82) marked with an iron pin; thence south along west line of land lot eighty two (82) eighteen hundred thirty five (1835) feet to corner of formerly the Ogden property; thence east twelve hundred and fourteen and six tenths (1214.6) feet to a stone corner; thence south nineteen hundred and eighty five (1985) feet to a stone corner on the south line of land lot eighty-two (82) being the center of Constitution Road and extending thence east

along said south line of land lot eighty two (82) and along the center of Constitution Road twenty hundred and sixty (2060) feet to beginning point, containing two hundred and forty eight and seven tenths (248.7) acres as per plat and survey of Chief of Construction, City of Atlanta, November, 1911, hereto attached.

**3054 Fayetteville Road**  
**Parcel Id. No. 15-081-08-001**

All that tract or parcel of land lying and being in Land Lot No. 81 of the 15<sup>th</sup> District of originally Henry, now DeKalb County, Georgia and being more particularly described as follows:

**BEGINNING** at the intersection of the southern line of Key Road with the northwestern line of old Fayetteville Road, if said street lines were extended to form an angle instead of a curve, and running thence westerly along the southern side of Key Road four hundred eleven (411) feet; thence southerly two hundred fifty-three and four-tenths (253.4) feet; thence southeasterly two hundred forty and two-tenths (240.2) feet to the northwestern side of old Fayetteville Road; thence northeasterly along the northwestern Fayetteville Road three fifty-five (355) feet to Key Road at the point of beginning, this description being in accordance with a plat of said property made by C. S. Mercer, Surveyor, dated September 17, 1943, and recorded in Plat Book 13, page 19, of DeKalb County Records.

**ALSO:**

All that tract or parcel of land lying and being in Land Lots Nos. 81 and 82 of the 15<sup>th</sup> District of originally Henry, now DeKalb County, Georgia, and being more particularly described as follows:

**BEGINNING** at the southwest corner of said Land Lot No. 82, and running thence easterly (north 89 degrees and 30 minutes east) along the south line of said Land Lot No. 82 twelve hundred eight (1208) feet; thence northerly (north 30 minutes west) nineteen hundred seventy-seven (1977) feet to an iron pin corner; thence westerly (south 89 degrees and 30 minutes west) eighteen hundred forty-eight (1848) feet to the center of Fayetteville Road; thence southwesterly (south 36 degrees and 15 minutes west) along the center line of Old Fayetteville Road six hundred eleven and five-tenths (611.5) feet; thence easterly (north 89 degrees east) one hundred thirty-eight (138) feet; thence southwesterly (south 10 degrees and 30 minutes west) twelve hundred eight (1208) feet to an iron pin corner on the southern Railroad Right-of-way; thence southeasterly (south 60 degrees east) along the northeastern line of said Railroad Right-of-way three hundred five (305) feet; thence northerly (north 4 degrees and 30 minutes east) two hundred twenty-four (224) feet; thence southeasterly (south 74 degrees east) seventy-five (75) feet; thence continuing southeasterly (south 56 degrees and 30 minutes east) one hundred fifty-five (155) feet; thence easterly (south 88 degrees and 30 minutes east) six hundred eighteen (618) feet to the east line of said land Lot No. 81, being the dividing line between Land Lots Nos. 81 and 82; thence southerly (south 1 degree east) along said land lot line four hundred thirteen (413) feet to the beginning corner, containing eight-six and sixty-eight one hundredths (86.68) acres, as per plat of same made by T. C. Jackson, Surveyor, dated November, 1937, and recorded in Plat Book 12, page 91, of the DeKalb County records.

**3184 Fayetteville Road**  
**Parcel ID No. 15-081-08-002**

All that tract and parcel of land lying and being in Land Lot 81 of the 15<sup>th</sup> District of originally Henry, now DeKalb County Georgia, more particularly described as follows:







**BEGINNING** at a stake on the eastern side of Fayetteville Road (formally old Decatur Road), running thence north one degree and forty-five minutes (1°45') east four hundred sixty-five and ninety-six one-hundredths (465.96) feet to a stake at the curve of said road; thence north thirty degrees (30°) east five hundred one and sixty one-hundredths (501.60) feet to another stake; on said road; thence north eighty-five degrees and forty-five minutes (85°45') east one hundred forty-five and twenty one-hundredths (145.20) feet to a stake; running thence south thirteen degrees ten minutes (13°10') west one thousand, thirty-six and twenty-One-hundredths (1,036.20) feet to another stake located near the Constitution Depot; thence north 62 degrees forty-five minutes (62°45'') west two hundred eight and fifty-six one-hundredths (208.56) feet to the stake on the eastern side of Fayetteville Road at the point of beginning, said tract containing five acres, more or less, and lying north of the railroad; this



being the same property conveyed by warranty deed from Newton St. John to Ray Almand on December 3, 1913 recorded in deed book 84, page 298, DeKalb County records.

**EXHIBIT "B"**  
**Draft Ground Lease**

## Meeting History


<p><b>Jun 7, 2021 1:00 PM Video</b></p> <p>REFERRED TO FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION</p> <p><b>RESULT: REFERRED WITHOUT OBJECTION</b></p>	<p><b>Atlanta City Council</b></p> <p><b>Regular Meeting</b></p>	<p> <b>Draft</b></p>
<p><b>Jun 16, 2021 1:30 PM Video</b></p> <p>Amended</p> <p><b>RESULT: HELD IN COMMITTEE [6 TO 0]</b>  <b>MOVER:</b> Matt Westmoreland, Post 2 At-Large  <b>SECONDER:</b> Jennifer N. Ide, Chair, District 6  <b>AYES:</b> Jennifer N. Ide, Matt Westmoreland, Natalyn Mosby Archibong, Howard Shook, J. P. Matzigkeit, Joyce M Sheperd  <b>AWAY:</b> Andre Dickens</p>	<p><b>Finance/Executive Committee</b></p> <p><b>Regular Committee Meeting</b></p>	<p> <b>Draft</b></p>
<p><b>Jun 21, 2021 1:00 PM Video</b></p> <p>RETURNED AS HELD TO FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION</p> <p><b>RESULT: RETURNED AS HELD</b></p>	<p><b>Atlanta City Council</b></p> <p><b>Regular Meeting</b></p>	<p> <b>Draft</b></p>
<p><b>Jun 30, 2021 1:30 PM Video</b></p> <p><b>RESULT: REFERRED TO COMMITTEE [UNANIMOUS]</b>  <b>MOVER:</b> Joyce M Sheperd, District 12  <b>SECONDER:</b> Jennifer N. Ide, Chair, District 6  <b>AYES:</b> Jennifer N. Ide, Matt Westmoreland, Howard Shook, J. P. Matzigkeit, Joyce M Sheperd  <b>ABSENT:</b> Andre Dickens, Natalyn Mosby Archibong</p>	<p><b>Finance/Executive Committee</b></p> <p><b>Regular Committee Meeting</b></p>	<p> <b>Draft</b></p>
<p><b>Jul 6, 2021 1:00 PM Video</b></p> <p>REFERRED TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE BY A ROLL CALL VOTE OF 15 YEA; 0 NAYS</p> <p><b>RESULT: REFERRED TO COMMITTEE [UNANIMOUS]</b>  <b>MOVER:</b> Jennifer N. Ide, Councilmember, District 6  <b>SECONDER:</b> Amir R Farokhi, Councilmember, District 2  <b>AYES:</b> Michael Julian Bond, Matt Westmoreland, Andre Dickens, Carla Smith, Amir R Farokhi, Antonio Brown, Cleta Winslow, Natalyn Mosby Archibong, Jennifer N. Ide, Howard Shook, J. P. Matzigkeit, Dustin Hillis, Andrea L. Boone, Marci Collier Overstreet, Joyce M Sheperd</p>	<p><b>Atlanta City Council</b></p> <p><b>Regular Meeting</b></p>	<p> <b>Draft</b></p>
<p><b>Jul 12, 2021 2:00 PM Video</b></p> <p><b>RESULT: HELD IN COMMITTEE [6 TO 0]</b>  <b>MOVER:</b> Joyce M Sheperd, Chair  <b>SECONDER:</b> Dustin Hillis, District 9  <b>AYES:</b> Joyce M Sheperd, Michael Julian Bond, Carla Smith, Amir R Farokhi, Dustin Hillis, Andrea L. Boone  <b>AWAY:</b> Cleta Winslow</p>	<p><b>Public Safety &amp; Legal Administration Committee</b></p> <p><b>Regular Committee Meeting</b></p>	<p> <b>Draft</b></p>

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**Aug 2, 2021 1:00 PM Video** **Atlanta City Council** **Regular Meeting**  **Draft**

RETURNED AS HELD TO PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE WITHOUT OBJECTION

**RESULT: RETURNED AS HELD**

**Aug 9, 2021 2:00 PM Video** **Public Safety & Legal Administration Committee** **Regular Committee Meeting**  **Draft**

**RESULT: FAVORABLE [6 TO 1]**  
**MOVER:** Joyce M Sheperd, Chair  
**SECONDER:** Clela Winslow, District 4  
**AYES:** Joyce M Sheperd, Michael Julian Bond, Amir R Farokhi, Clela Winslow, Dustin Hillis, Andrea L. Boone  
**NAYS:** Carla Smith

**Aug 11, 2021 1:30 PM Video** **Finance/Executive Committee** **Regular Committee Meeting**  **Draft**

**RESULT: FAVORABLE/SUB/CONDITION [6 TO 0]**  
**MOVER:** Howard Shook, Vice-Chair, District 7  
**SECONDER:** Joyce M Sheperd, District 12  
**AYES:** Matt Westmoreland, Andre Dickens, Natalyn Mosby Archibong, Howard Shook, J. P. Matzigkeit, Joyce M Sheperd  
**AWAY:** Jennifer N. Ide

**Aug 16, 2021 1:00 PM Video** **Atlanta City Council** **Regular Meeting**  **Draft**

Vice-Chair Shook made a Motion to bring forth a Substitute. It was Seconded by Council Member Matzigkeit and CARRIED Without Objection by Unanimous Consent of Council Members present (15y/0n). The Substitute was before Council. Following, Mr. Shook made a Motion to Adopt on Substitute. It was Seconded by Council Member Matzigkeit and a discussion ensued, during which, Council Member Westmoreland offered Amendment #1 as follows:

After 5th Whereas Clause

WHEREAS, an assessment by the APF and the City determined the annual cost to operate and maintain the Campus will be roughly \$1.2 million, which will be at least partially offset by the reduction in current cost to maintain two leases for training areas. Additionally, operating costs may be further offset by rental revenue; and

Updates to Current 6th Whereas Clause

WHEREAS, Atlanta Police Foundation intends to improve with facilities and training area the minimum acreage necessary to accomplish the training requirements of the Atlanta Police Department and Atlanta Fire Rescue Department, approximately 85 acres, while preserving the remaining property of approximately 265 acres for greenspace for a combination of reforestation and public access; and

After Current 6th Whereas Clause

WHEREAS, the City is committed to identifying and providing the funding needed to properly preserve, reforest, and activate the publicly accessible green space; and

After Current 7th Whereas Clause

WHEREAS, the City has made recent strides in the preservation of forested property, including the August 2020 purchase of the 216-acre Lake Charlotte Nature Preserve; and

WHEREAS, the City will continue to pursue the acquisition and preservation of at least 85 additional acres of forested property; and

Delete Current 8th Whereas Clause

WHEREAS, Atlanta Police Foundation will convene a representative group of neighborhood and community leaders, including members of the DeKalb Community Council, to advise on the final public safety training campus and green space

Before Current 9th Whereas Clause

WHEREAS, the Atlanta Police Foundation will convene a Community Stakeholders Advisory Committee, including members of the South River Forest Coalition as well as members of the DeKalb Community Council or other relevant representatives of the local community to develop and implement an engagement process for decisions around key siting, design, and operating details; and "

After Current 12th Whereas Clause

**P0040**

WHEREAS, prior to site development, Phase 1 and 2 environmental reviews will be completed, and all existing contamination identified and remediated; and

WHEREAS, prior to site development, APF will provide a detailed report to the City outlining the proposed steps to eliminate or minimize noise, including exploring an indoor firing range and/or noise elimination and mitigation designs, and other impacts to the surrounding area as well as a report outlining how all activities on site will conform to federal and state environmental regulations; and

WHEREAS, prior to site development, APF will also provide written confirmation a burn building at this location is in compliance with guidance from the Federal Aviation Administration; and

WHEREAS, APF has engaged and will continue to partner with the Atlanta Preservation Center, other relevant organizations, and state and federal partners to identify and protect historic landmarks and artifacts.

It was Seconded by Council Member Hillis and CARRIED by a roll call vote of 15 yeas; 0 nays. After which, Council Member Archibong made a Substitute Motion to Table. It was Seconded by Council Member Brown and the Motion CARRIED by a roll call vote of 8 yeas; 7 nays.

TABLED BY A ROLL CALL VOTE OF 8 YEAS; 7 NAYS

**RESULT: TABLED [8 TO 7]**

*Next: 9/7/2021 1:00 PM*

**MOVER:** Natalyn Mosby Archibong, Councilmember, District 5

**SECONDER:** Antonio Brown, Councilmember, District 3

**AYES:** Matt Westmoreland, Andre Dickens, Carla Smith, Amir R Farokhi, Antonio Brown, Natalyn Mosby Archibong, Jennifer N. Ide, Andrea L. Boone

**NAYS:** Michael Julian Bond, Cleta Winslow, Howard Shook, J. P. Matzigkeit, Dustin Hillis, Marci Collier Overstreet, Joyce M Sheperd

**Sep 7, 2021 1:00 PM Video**

**Atlanta City  
Council**

**Regular Meeting**

 **Draft**

Council Member Archibong made a Motion to Table 21-O-0367 at the Regularly Scheduled meeting held August 16, 2021. It was Seconded by Council Member Brown and CARRIED by a roll call vote of 8 yeas; 7 nays. During the September 08, 2021 continued meeting, Council Member Archibong made a Motion to Table. It was Seconded by Council Member Ide and FAILED by a roll call vote of 4 yeas; 10 nays. Following, Council Member Westmoreland made a Motion to Amend #1 as follows:

Updates to Current 7th Whereas Clause

WHEREAS, the Atlanta Police Foundation will develop training facilities for the Atlanta Police Department and Atlanta Fire Rescue Department, on approximately 85 acres, while the remaining approximately 265 acres will be preserved as greenspace for a combination of ecological habitat restoration and public access; and

Before Current 8th Whereas Clause

WHEREAS, this will result in the preservation of roughly three-quarters of the property as greenspace for a combination of restoration and public access for the first time in over a century; and

Updates to Current 8th Whereas Clause

WHEREAS, the City is committed to identifying and providing the funding needed to properly preserve, restore, and activate the publicly accessible green space; and

Updates to Current 9th Whereas Clause

WHEREAS, The preservation and restoration of these acres is an important component of the South River Forest and will also directly connect to more than 575 acres of new and existing parks and green space; and

Updates to Current 11th Whereas Clause

WHEREAS, the City will continue to pursue the acquisition and preservation of at least 85 additional acres of forested property, with a geographic focus within the South River Forest; and

Deletes Current 12th Whereas Clause

WHEREAS, the Atlanta Police Foundation will convene a Community Stakeholders Advisory Committee, including members of the South River Forest Coalition as well as members of the DeKalb Community Council or other relevant representatives of the local community to develop and implement an engagement process for decisions around key siting, design, and operating details; and "

Before Current 13th Whereas Clause

WHEREAS, the Atlanta Police Foundation will regularly convene a Community Stakeholder Advisory Committee comprised of community members appointed by the Atlanta City Council and DeKalb County Commission to make recommendations around community engagement, key siting, design, and operating details; and

WHEREAS, the Community Stakeholder Advisory Committee shall be comprised of a minimum of 10 appointees who represent public safety officials, each of the adjacent neighborhood associations, economic interests, environmental and habitat conservation organizations of the broader South River Forest community; and

WHEREAS, the Committee will engage with the City and APF over the next several months and beyond in a thorough site plan review of all development impacts on the 85 acres, such as sound, smoke, night training activities, traffic, access, trash, loading, security,

lighting, wildlife habitat, dark sky, tree canopy, native plants, as well as water quantity and quality; and

Deletes Current 20th Whereas Clause

WHEREAS, APF has engaged and will continue to partner with the Atlanta Preservation Center, other relevant organizations, and state and federal partners to identify and protect historic landmarks and artifacts; and

Before Current 21st Whereas Clause

WHEREAS, prior to site development and in compliance with environmental reviews, APF will hire a third-party survey and review of the property's cultural landscape, and will engage local, state, and federal partners to identify and protect historic landmarks, landscapes, and artifacts; and

Updates to Current Section 8

SECTION 8: Atlanta Police Foundation will use best efforts to preserve or protect trees on the property. Any tree removed during construction (which is not required to be removed by law as an invasive species) will be replaced pursuant to the requirements of the City's Tree Protection Ordinance. Such replacements shall be placed on this Property. If a hardwood tree is required to be removed, it will be replaced by one hundred planted hardwood trees on this Property. The Amendment was Seconded by Council Member Hillis and CARRIED by a roll call vote of 14 yeas; 0 nays.

Council Member Ide made a Motion to Amend #2 as follows: Amends the legislation to add the following language to Section 1: The Mayor or his or her designee, on behalf of the City, is authorized, on or after January 4, 2022, to enter into a ground lease agreement with the Atlanta Police Foundation, in a substantially similar form. It was Seconded by Council Member Brown and the Motion FAILED by a roll call vote of 4 yeas; 10 nays.

Council Member Ide made a Motion to Amend #3 as follows: Section 7: Upon completion of the final planning and design process, and no earlier than January 04, 2022, the ground lease must be amended to include the final version of the Preliminary Plans (attached thereto as Exhibit D), which must reflect the final acreage needed, including any greenspace to be improved by APF and with no more than approximately 85 acres for improvements related to public safety training facilities. The Atlanta City Council must authorize the Mayor or her designee to execute this amendment to the ground lease agreement with the Atlanta Police Foundation. It was Seconded by Council Member Brown and FAILED by a roll call vote of 4 yeas; 10 nays.

Council Member Archibong made a Motion to Amend #4 as follows: Amends the legislation to add the language for Sections 9 and 12:

Section 9. The Atlanta City Council shall establish a community advisory board comprised of members selected by the Atlanta City Council and the DeKalb County Commission. The purpose of the Community Advisory Board shall be to provide community oversight over the project described in the Ground Lease authorized by this Ordinance, and the Community Advisory Board shall be required to provide updates to the Public Safety and Legal Administration Committee of the Atlanta City Council and shall sunset upon a time to be designated by the Atlanta City Council. The Atlanta Police Foundation shall be required to provide updates to this Community Advisory Board no less than once every 60 days. Failure of the Atlanta Police Foundation to do so, shall constitute the Atlanta Police Foundation being in default of the terms of the Ground Lease in accordance therewith.

Section 12. With the exception of Section 9, this Ordinance shall become effective immediately upon approval. The language in Section 9 shall become effective upon the approval of a Resolution establishing the advisory board referenced therein. It was Seconded by Council Member Ide and the Motion FAILED by a roll call vote of 6 yeas; 8 nays.

Note: during the finalizing of the Amendment, a Motion to incorporate Council Member Westmoreland Friendly Amendment CARRIED Without Objection by Unanimous Consent of Council Members present (14y/0n).

ADOPTED SUBSTITUTE AS AMENDED BY A ROLL CALL VOTE OF 10 YEAS; 4 NAYS

**RESULT:** ADOPTED SUBSTITUTE AS AMENDED [10 TO 4]  
**MOVER:** Joyce M Sheperd, Councilmember, District 12  
**SECONDER:** J. P. Matzigkeit, Councilmember, District 8  
**AYES:** Michael Julian Bond, Matt Westmoreland, Andre Dickens, Cleta Winslow, Howard Shook, J. P. Matzigkeit, Dustin Hillis, Andrea L. Boone, Marci Collier Overstreet, Joyce M Sheperd  
**NAYS:** Carla Smith, Antonio Brown, Natalyn Mosby Archibong, Jennifer N. Ide  
**ABSENT:** Amir R Farokhi

# **EXHIBIT D**

**SIGNATURE REQUEST FORM**

Initiated by: Office of the Mayor Date: 10/6/2021 Copies: \_\_\_\_\_  
(Department and Official)

**(Description of Remittal)**

*between the City of Atlanta and* The Atlanta Police Foundation  
**(Summary)**

EXECUTION OF A GROUND LEASE AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE ATLANTA POLICE FOUNDATION FOR ALL OR A PORTION OF THE PROPERTY LOCATED AT LAND LOT 83 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA, TAX PARCEL ID 15-082-01-001 AND KNOWN AS 561 KEY RD SE, ATLANTA, ALL OR A PORTION OF THE PROPERTY LOCATED AT LAND LOT 81 OF THE 15TH DISTRICT, DEKALB COUNTY, GEORGIA

Note: Authorizing legislation is attached to this signature sheet. Yes \_\_\_\_\_ No \_\_\_\_\_

		<u>Signature of Official</u>	<u>Date In</u>	<u>Date Out</u>
<input checked="" type="checkbox"/>	Originating Department	<small>DocuSigned by:</small> <u>Jestin Johnson</u> <small>0E465338AD6042B...</small>	_____	10/6/2021
<input type="checkbox"/>	Department of Finance	_____	_____	_____
<input checked="" type="checkbox"/>	Department of Law (Mandatory for all Agreements/Contracts unless otherwise noted)	<small>DocuSigned by:</small> <u>Nina Hickson</u> <small>9669355AE50248E...</small>	_____	10/6/2021
<input checked="" type="checkbox"/>	Chief Operating Officer	<small>DocuSigned by:</small> <u>JJK</u> <small>3FD4649C0A404C7...</small>	_____	10/6/2021
<input checked="" type="checkbox"/>	Chief of Staff	<small>DocuSigned by:</small> <u>Carmen Chubb</u> <small>B2A38C3E4F324FE...</small>	_____	10/6/2021

And tabbed for signature of: Mayor Keisha Lance Bottoms

Municipal Clerk \_\_\_\_\_

**PLEASE CONTACT Jestin Johnson BY PHONE FOR PICKUP AT 404-694-3523**

**SEND EMAIL TO [jesjohnson@atlantaga.gov](mailto:jesjohnson@atlantaga.gov)**

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“Lease”), is made and entered into this day of October , 2021, (“Effective Date”) by and between the **CITY OF ATLANTA**, a municipal corporation organized under the laws of the State of Georgia (“Lessor” or “City”) and **ATLANTA POLICE FOUNDATION, INC.**, a Georgia nonprofit corporation (“Lessee”), for the use of certain real property located in Dekalb County, Georgia.

### WITNESSETH THAT:

**WHEREAS**, Lessor is the owner of certain improved and unimproved parcels of real property located at: (1) Land Lot 83 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-082-01-001, and known as 561 Key Road SE, Atlanta, (2) Land Lot 81 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-081-08-001, and known as 3054 Fayetteville Road, Atlanta, and (3) Land Lot 81 of the 15th District, Dekalb County, Georgia, Tax Parcel ID 15-081-08-002, and known as 3184 Fayetteville Road, Atlanta collectively amounting to approximately 381 acres, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

**WHEREAS**, the improved portion of the Property is uninhabitable and in need of repair or demolition and reconstruction and the unimproved portion of the Property includes areas overgrown with invasive plant species that may be required to be removed by law; and

**WHEREAS**, Lessee desires to lease from Lessor certain area within and across the Property amounting to approximately 85 acres which will be developed into improvements, including buildings and other structures further described herein an initial design plan of the Premises as shown on Exhibit "B", and incorporated herein by this reference (the “Premises”); and

**WHEREAS**, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the Premises in an “AS IS” condition, inclusive of improved and unimproved areas; and

**WHEREAS**, Lessee intends to improve the Premises and develop training facilities for the Atlanta Police Department and Atlanta Fire Rescue Department on approximately 85 acres, while the remaining approximately 265 acres of the Property will be preserved as greenspace for a combination of ecological habitat restoration and public access; and

**WHEREAS**, the Lessee and Lessor will regularly engage with a Stakeholder Advisory Committee created pursuant to City of Atlanta Resolution 21-R-3869 to make recommendations around community engagement, key siting, design and operational details; and

**WHEREAS**, Lessee and Lessor desire that Lessee will develop Premises including clearing areas, removing debris, designing, and building new construction and landscaping as further described herein, (“Facility Improvement”) and upon completion of final planning and design of the Facility improvements, the Lease will be amended to reflect the final acreage of the Premises; and

**WHEREAS**, the Lessee desire to fund, design and build the Facility Improvements for the use and operation of a state-of-the-art Public Safety Training Center by the Lessor, by its public safety agencies upon its completion and transfer back to Lessor; and

**WHEREAS**, At an Atlanta City Council meeting on September 20, 2021, the City Council adopted Ordinance 21-O-0367, authorizing the City, as Lessor, to enter into this ground lease agreement with the Atlanta Police Foundation to lease approximately 85 acres for improvements related to a public safety training facilities for a period not to exceed fifty (50) years, at an annual ground rental rate of Ten Dollars and no cents (\$10.00) and inconsideration for the completion of certain development on the Premises, and to preserve approximately 265 acres for greenspace within the Property

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises herein contained, upon the following terms and conditions to paid and kept by Lessee, Lessor grants and leases, and Lessee does hereby accept, take and lease, the Premises from Lessor. This Lease creates in Lessee an estate for years.

1.

USE OF PROPERTY

1.1 The Premises shall be used by Lessee for the removal, renovation and building of certain improvements approved by the Lessor for the construction of a state-of-the-art Public Safety Training Campus ("Improvements"), as more particularly described in Section 8.2 below and Exhibit D attached hereto, to be utilized by the City for public safety agencies in training activities and all related uses. Lessee shall have the right to make Improvements to the Premises in accordance with the terms and conditions provided herein.

2.

OCCUPANCY OF PREMEISES

2.1 Lessee shall not (a) use the Premises for any illegal purpose, nor for any purpose inimical to the health, safety, and welfare of the public, or (b) commit, or suffer to be committed, any waste in or on the Premises or create or permit any nuisance in or on the Premises.

2.2 Lessee shall develop the Facility Improvements on the Premises for the occupancy and use of the Lessor continuously through the Term and shall not desert, surrender, abandon or permanently cease using the Premises during the Term (as hereinafter defined) other than during any temporary period during which Lessee fails to occupy the Premises as a result of: (i) alterations or renovations being performed in and to the Premises, provided that such alterations or renovations are diligently and in good faith being pursued to completion, or (ii) damage or destruction due to a casualty, eminent domain proceedings or actions, or other events of *Force Majeure* (each a "Permitted Closure").



2.3 Lessee shall upon completion of the Facility Improvements in accordance with the terms of this Lease, turn over occupancy and operation of the completed Public Safety Training Center to the City of Atlanta and execute a lease back agreement or other applicable agreement with the City

3.

RENT

3.1 Lessee shall pay to Lessor an annual ground rental rate of Ten Dollars (\$10.00), in consideration of funding, coordinating or collecting funding necessary for completing the Facility Improvements on the Premises and keeping the covenants and terms and conditions of this Lease required to be kept by Lessee, each of which shall constitute consideration in addition to the nominal rental rate.

3.2 Whenever the Term of this Lease expires, or is earlier terminated for any reason, then Lessee shall leave the Facility Improvements in the same or better condition as of the date of the completion of the Facility Improvements, normal wear and tear, and casualty and condemnation being excepted.

4.

TERM AND TERMINATION

4.1 The Term shall commence on October \_\_\_\_, 2021 ("Commencement Date") and end at 11:59 p.m. on the day prior to the 50<sup>th</sup> anniversary of the Commencement Date (the "Expiration Date") unless this Lease shall be sooner terminated as hereinafter provided. The period from and including the Commencement Date to and including the Expiration Date is hereinafter referred to as the "Term."

4.2 Once the Commencement Date has been established, the parties shall execute a rent commencement date letter in the form attached hereto as Exhibit C, memorializing the Rent Commencement Date and the last day of the Term.

4.3 Lessor, at its sole option, may terminate this Lease with or without cause, upon providing at least 180 days written notice to Lessee.

4.4 Upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises and any improvements shall wholly cease and all right, title and interest to the Premises and the improvements, including but not limited to all permanent improvements, erections and additions constructed on the Premises by Lessee, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefor to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time other than pursuant to the specific terms of this Lease (with the exception of the Permitted Exceptions). This provision shall not relieve Lessee from liability for having left the Property or the improvements in unsound or unsafe condition or with encumbered title. Lessee, upon the request of Lessor, covenants and agrees to execute a quitclaim deed releasing all such rights in the Premises and any portion of the Property and any improvements in a form and substance acceptable to Lessor.

4.5 In addition to the termination provisions set forth above, if Lessee shall after thirty (30) days' notice thereof (or such longer period as may be reasonably required to cure a default as long as Lessee is diligently pursuing such cure) remain in default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease, then and in any of the above events, Lessor, at its option, may at once or thereafter (but only during the continuance of such default), terminate this Lease. Upon such termination by default, Lessor may forthwith re-enter the Premises and repossess itself and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort.

5.  
HOLDING OVER

5.1 Lessee shall not use or remain in possession of the Premises after the termination of this Lease. Any holding over or continued use or occupancy of the Premises by Lessee after the expiration or any termination of the Term, without consent of Lessor, shall not constitute a Tenancy At-Will in Lessee, but Lessee shall be a Lessee At-Sufferance, subject to the provisions of Section 4 of this Lease.

6.  
INSPECTION AND TITLE AND ENVIRONMENTAL

6.1 Lessee hereby acknowledges that it has fully inspected the Property and the Premises located therein and that the Premises and Property and title to the Property are accepted in their current "AS IS" "WHERE IS" condition and are satisfactory and suitable for the use intended by Lessee as hereinabove provided for in this Lease.

6.2 Lessee shall be responsible for ensuring the Facility Improvement meets all local, City, county, state, and federal environment requirements. Lessee shall obtain any legally required environmental studies, reports, or feasibility studies. Lessee hereby acknowledges that they have obtained a Phase I Environmental Site Assessment Report and a Preliminary Geotechnical Engineering Report for the Property. To the extent any of these reports have indicated any environmental condition(s) Lessee agrees to mediate such environmental condition(s) to the extent required by law and to complete the Facility Improvements on the Premises.

6.3 If a Phase II Environmental Site Assessment Report is required, Lessee shall enter into a separate agreement with Lessor with respect to obtaining that report and prior to undertaking any work to remediate any environmental condition(s).

7.

NO JOINT VENTURE

7.1 Nothing contained in this Lease shall make, or shall be construed to make, Lessor and Lessee partners in, of, or joint ventures with each other, nor shall anything contained in this Lease render, or be construed to render, either Lessor or Lessee liable to a third party for the debts or obligations of the other.

8.

IMPROVEMENTS

8.1 Contingencies. Lessee's obligation to construct the Facility Improvements is conditioned on the satisfaction (or waiver by Lessor, in writing) of the following contingencies ("Contingencies"):

- A. Receipt of all necessary and appropriate governmental permits and approvals for the Facility Improvements; and
- B. Obtaining funding commitments for the Facility Improvements in an amount to fully finance 100% of the Facility Improvements on terms acceptable to Lessee.

8.2 Cooperation. Lessor will cooperate with Lessee in Lessee's pursuit of the satisfaction of these Contingencies. Lessee will diligently and in good faith pursue satisfaction of the Contingencies and will keep Lessor apprised of the progress of the satisfaction of the Contingencies. If at any time prior to, Lessee determines that satisfaction of one or more Contingencies is unfeasible or unlikely, Lessee may terminate this Lease upon one-hundred eighty (180) days' written notice to Lessor.

8.3 Satisfaction of Contingencies. Lessee shall provide Lessor reasonable evidence that it has satisfied the Contingencies. In the event that the Lessee fails to provide the Lessor reasonable evidence that the Lessee has satisfied the Contingencies on or before \_\_\_\_\_, 20\_\_\_, Lessor may terminate this Lease by written notice to Lessee.

8.4 Improvement. After the satisfaction or waiver of the Contingencies set forth above, and subject to the other conditions contained herein, and as Lessee determines is necessary to construct the Facility Improvements on the Premises, Lessee shall have the right to use or remove any or all of the existing improvements on the Premises, at Lessee's sole cost and expense, and to construct permanent improvements, erections and additions including, without limitation, a new infrastructure, and parking area. Lessee's right to construct the Facility Improvements on the Premises shall be subject to the following conditions:

- A. Lessee agrees that the Facility Improvements shall be completed substantially in accordance with the schematic plans and specifications, approved by Lessor's Department of Enterprise Asset Management (DEAM) and described on Exhibit D ("Preliminary Plans"), attached hereto, and incorporated herein by this reference. All design, scope, and specifications shall be approved by the City's Department of Enterprise and Asset Management ("DEAM") before execution. The design review

shall be at all phases of design and development and construction documents including specification and city design standards. After Lessee has worked through the remainder of its development plan and fundraising efforts for the Facility Improvements, Lessee will cause construction documents for the Facility Improvements to be prepared and submitted to Lessor of all phases of design and development and constructions documents, including specification and city design standards, code compliance and constructability review. Lessor will conduct its code compliance and constructability review within thirty (30) days of receipt of the construction documents and provide notice or its approval of the construction documents or state with specificity, the reasons for disapproval. The submitted construction documents approved by Lessor are referred to hereinafter as "Lessee's Construction Document". The Facility Improvements shall be constructed substantially in accordance with Lessee's Construction Documents.

- B. Following completion and approval of Lessee's Construction Documents, Lessee will provide Lessor written notice ("Project Commencement Notice") that Lessee is prepared to move forward with the Facility Improvements. Following delivery of the Project Commencement Notice, Lessee will cause the Facility Improvements to be commenced promptly and diligently pursued to completion. Lessee's construction of the Facility Improvements shall be performed in accordance with the approved Lessee's Construction Documents and all laws, regulations and rules of appropriate governmental authorities and insurance rating agencies. Lessee agrees that it will timely satisfy or bond over any mechanics, laborers, or other construction liens to be asserted against the Premises or the adjoining property of Lessor. Neither Lessee, nor any agent, employee, representative, contractor, subcontractor, or any other party claiming any interest through Lessee, shall have any power or authority to do any act or thing or to make any contract or agreement which will bind Lessor, or which may create or be the foundation for any mechanics' lien or other lien or claim upon or against the adjoining property owned by Lessor. Furthermore, Lessee hereby agrees to indemnify and hold Lessor harmless of, from and against any and all loss, cost, claims, demands, expenses, and liabilities resulting from Lessee's construction of the Facility Improvements.
- C. Lessee shall engage a contractor ("Contractor") or subcontractor, through a competitive process, that is licensed in the State of Georgia to construct the Facility Improvements. Contractor shall provide payment bonds for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of work provided in the contract. Contractor shall also provide a performance bond in the amount of at least the total amount payable by the terms of the contract for the construction of the Facility Improvements. Any construction contract for the construction of the Facility Improvements shall contain a provision requiring the contractor and its subcontractors to comply with the laws of the State of Georgia, including but not limited to the Georgia Security Immigration Compliance Act set forth at O.C.G.A. Section 13-10-90 et seq., the "Drug-Free Workplace Act" set forth at O.C.G.A. Section 50-24-1 et seq., O.C.G.A. Section 45-10-20 et seq., regarding conflicts of interest, and O.C.G.A. 50-5-60 et seq., regarding products manufactured or produced in Georgia.

- D. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has instituted the City of Atlanta's Equal Business Opportunity Program (the "EBO Program") applicable to contracts entered into by the City. In recognition of such efforts, Lessee agrees to utilize good faith efforts to comply with the EBO Program, as well as encourage its construction contractor to use good faith efforts to engage in outreach to minority business enterprises ("MBE") and female business enterprises ("FBE"), including minority and female business enterprises that are certified the Mayor's Office of Contract Compliance ("OCC"), and engage them in contracts and subcontracts for work performed on the Premises. Lessee agrees to use best efforts to meet the City's female enterprise and minority enterprise participation goals for construction services, which goals are as follows:

Construction Services: 26.7% MBE and 11.1% FBE

Lessee agrees to impose a joint venture requirement for any contracted services that are valued in excess of \$5 Million. On such projects, Lessee agrees to use good faith efforts to enter into a joint venture relationship with a certified MBE or FBE and otherwise comply with the terms set forth in Section 2-1450 of the Atlanta City Code and follow the City's process as provided in "Appendix A" attached here to and incorporated herein by this reference. Lessee agrees to provide monthly reports to OCC related to the MBE and FBE participation. Monthly reports are due to OCC by the 5<sup>th</sup> calendar day of each month, and such reports shall include MBE and FBE participation during the preceding month.

- E. Lessee agrees to follow all applicable City of Atlanta and DeKalb County requirements for review and approval of the plans and for obtaining necessary permits. All plans should align with vision outlined in the Atlanta City Design, maximizing greenspace and open public areas. Lessee will use best efforts to preserve or protect trees on the Premises throughout the Term, and the Property during its construction of the Facility Improvements. Any tree removed during construction, which is not required to be removed by law, will be replaced pursuant to the requirements of the City's Tree Protection Ordinance. In the event Lessor and Lessee determine that additional greenspace will be included in the Premises and/or that Lessee will be responsible for establishment and maintenance of additional greenspace during the Term, the Lease will be amended to include any additional acreage in the Premises and/or additional responsibilities of Lessee related to that acreage or any other area in greenspace. Future plans for the greenspace on the remainder of the Property, may include development to allow for preservation of trees and allow for public access, including connection to public walking trails, such as the South River Trail or the Beltline.
- F. Lessee acknowledges that a Community Stakeholder Advisory Committee has or will be established pursuant to City of Atlanta Resolution 21-R-3869 to make recommendations around community engagement, key siting, design and operating details. Lessee and Lessor shall engage with said Stakeholder Advisory Committee to be informed and receive feedback from the community and other stakeholders.
- G. Lessee agrees to provide Lessor, at Lessee's cost and expense, an as-built drawing

of the Premises within thirty (30) days after the date of completion of the Facility Improvements and of any alterations completed in accordance with Section 8.3 herein.

H. Lessee agrees to provide Lessor, at Lessee's cost and expense, an as-built survey of the Premises within thirty (30) days after the date of completion of the Facility Improvements and of any alterations completed in accordance with Section 8.3 herein, and with a surveyor's certificate to Lessor in the form described on the State Properties Commission ("SPC") website and containing the following items:

i. that the drawing is a representation of a true and accurate survey.

ii. that the perimeter of the survey was established by actual field measurements.

iii. that the monuments were bound or set as shown on the survey.

iv. that the Premises are entirely enclosed within the perimeters described therein.

v. that there are no buildings or other structures of any kind, monuments, iron pins, encroachments, or easements upon the Property other than those shown thereon.

vi. must be stamped and signed and dated by a Georgia Registered land surveyor in contrasting ink on each plat, which surveyor's registration number.

vii. must have a Title Block, (as described below this page).

viii. must list any/all revision dates and what was revised.

ix. must state Land Lot, District, Section or Georgia Militia District (GMD).

x. must list acreage by County in Title Block and on the face of the plat.

xi. must list Deed Book(s) and Page Number(s) which vested the Lessor's ownership and any corresponding Plat Book(s) and Page(s).

8.5 Alterations. Lessee shall have the right to alter, renovate, add, remodel, modify and/or change the Premises and/or Facility Improvements as Lessee may deem desirable, provided that if any such alterations, renovations, additions, modifications, remodeling and/or changes to the Premises and/or Facility Improvements substantially affect the Facility Improvements, Lessee shall first obtain the written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Neither Lessee, nor any agent, employee, representative, contractor, subcontractor, or any other party claiming any interest through

Lessee, shall have any power or authority to do any act or thing or to make any contract or agreement with will bind Lessor.

8.6 Condition. Lessee, at all times during the Term, at its sole cost and expense, shall keep the Premises in good order, condition and repair, ordinary wear and tear excepted. Should Lessee, at any time during the Term, determine there to be a need to engage, security consultants or contractors, or to otherwise take any other measures related to the security of the Premises, it shall be the sole responsibility of the Lessee to engage any such security personnel or to take any measures related to the security of the Premises determined by Lessee to be necessary, and such actions of the Lessee that shall at its sole cost and expense. Lessee shall be required to make all capital repairs and replacements to the Premises of any kind or nature, in, on or to the Premises during the Term, subject to the provisions of Section 11 hereof. However, Lessor shall have neither the right nor the obligation to demolish, remove, or relocate any improvements on the Premises without the prior written consent of Lessee.

8.7 Improvements Remain. Upon the expiration or earlier termination of this Lease, Lessee shall not remove any improvements, temporary or permanent.

9.

LIABILITY

9.1 Lessee shall be responsible for all claims, damages, losses, or expenses arising from its use of the Premises that are attributable to intentional or negligent acts, errors, or omissions by Lessee, its consultants or contractors or their officers, agents or employees, or its consultants' or contractors' subconsultants or subcontractors, or their officers, agents, or employees. This shall include, but shall not be limited to, the intentional or negligent acts, errors, or omissions by any security consultants or contractors or their officers, agents or employees, or any security consultants or contractors' subconsultants or subcontractors, or their officers, agents, or employees. Lessee shall also be responsible for all environmental liability under Section 14 of this Agreement.

9.2 Lessor shall only be responsible for claims, damages, losses, or expenses arising from its use of the Premises that are attributable solely to intentional or negligent acts, errors, or omissions by Lessor, its consultants or contractors or their officers, agents or employees, or its consultants' or contractors' subconsultants or subcontractors, or their officers, agents, or employees.

9.3 Notwithstanding any term to the contrary herein, Lessor shall be indemnified, defended, and held harmless by property managers, consultants, contractors, their subconsultants or subcontractors, the officers, agents or employees of those companies, or anyone else performing work at or related to the Premises.

10.  
INSURANCE

10.1 Insurance Certificates. Unless waived in writing, or as otherwise set forth herein or otherwise provided by Lessor, Lessee shall, prior to taking possession, procure or self-insure as to the insurance coverages identified below at Lessee's own expense and shall furnish Lessor an insurance certificate listing Lessor as the certificate holder, or written notice that Lessee has elected to self-insure pursuant to Section 10.6. The insurance certificate must provide the following:

- A. Name and address of authorized agent
- B. Name and address of insured
- C. Name of insurance company(ies)
- D. Description of policies
- E. Policy Number(s)
- F. Policy Period(s)
- G. Limits of liability
- H. Name and address of Lessor as certified holder
- I. Project Number and Name
- J. Signature of authorized agent
- K. Telephone number of authorized agent

10.2 Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives ("Separation of Insureds").

10.3 Insurance Coverages. Lessee agrees to self-insure or purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, consistent with the policies of and requirement of O.C.G.A. § 50-21-37 have been purchased by Lessee. The minimum required coverages and liability limits may be amended from time to time during the term of this Lease by Lessor to reflect then current reasonable and standard limits by giving notice to Lessee pursuant to Section 19 and both parties shall execute an amendment to the Lease to reflect the change. The minimum required coverages are as follows:

- A. Workers' Compensation. Lessee agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group-insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating Lessee qualifies to pay its own workers' compensation claims. Lessee shall require all contractors using the Premises or performing work under this Lease to obtain an insurance certificate showing



proof of Workers' Compensation and shall submit a statement on the letterhead of Lessee in the following language prior to taking possession of the Premises:

"This is to certify that all contractors performing work on this property are covered by their own worker's compensation insurance or are covered by Lessee's worker's compensation insurance."

B. Employers' Liability Insurance. Lessee shall also maintain Employers'

Liability Insurance Coverage with limits of at least:

- i. Bodily Injury by Accident- \$1,000,000 each accident; and
- ii. Bodily Injury by Disease - \$1,000,000 each employee.

Lessee shall require all contractors performing work under this Lease to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a statement on the letterhead of Lessee in the following language prior to taking possession of the Premises:

"This is to certify that all contractors performing work on this property are covered by their own employers' liability insurance or are covered by the general Lessee's employers' liability insurance."

C. Commercial General Liability Insurance. Lessee shall provide Commercial General Liability Insurance CG 00 00 01 or equivalent which shall include, but need not be limited to, coverage for bodily injury and property damage arising from Premises and operations liability, products completed operations liability, personal injury and advertising liability, contractual liability, and fire legal liability. The Commercial General Liability Insurance shall provide, at a minimum, the following limits:

	<i>Coverage</i>	<i>Limit</i>
1.	Property and Operations	\$1,000,000 per Occurrence
2.	Products and Completed	\$1,000,000 per Occurrence
3.	Personal Injury and Advertising	\$1,000,000 per Occurrence
4.	Contractual	\$1,000,000 per Occurrence
5.	Fire Legal	\$1,000,000 per Occurrence
6.	General Aggregate	\$2,000,000 per Occurrence

Additional Requirements for Commercial General Liability Insurance:

- i. The policy or policies must be on an "occurrence" basis.

- ii. The policy must include separate aggregate limits for the Premises.

D. Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile in connection with any work at the Premises, occupancy of the Premises, or performance under this Lease. The Commercial Business Automobile Liability Insurance Policy shall provide not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limits for each occurrence.

Additional Requirements for Commercial Business Automobile Liability Insurance:

- i. Owned, Non-owned and Hired Vehicles;
- ii. Waiver of Subrogation in favor of the City of Atlanta; and
- iii. The policy or policies must be on an "occurrence" basis.

E. Commercial Umbrella Liability Insurance. Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits stated in 10.3(a), (b), (c) and (d) shall be:

\$2,000,000 per Occurrence  
\$2,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance: The policy or policies must be on an "occurrence" basis.

10.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term shall not terminate until the Lease has been terminated.

10.5 Failure of Insurers. Lessee is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

10.6 Self-Insurance. Any or all of the insurance required to be maintained by Lessee under this Lease may be provided through self-insurance adequate to provide coverage equal to the required policies, in which event Lessee shall be the insurer to the same extent as if Lessee had obtained the insurance policies from a third-party provider as otherwise required by this Lease.

11.

DAMAGE OR DESTRUCTION

- 11.1 If the Premises or the Facility Improvements are damaged by fire or any casualty, then Lessee shall, at its sole cost and expense, and subject to the provisions of this Section, promptly commence and diligently pursue to completion the repair of such damage upon receipt of any applicable insurance proceeds so that the Premises are restored to a condition of similar quality, character, and utility for Lessee's purposes existing in the Premises prior to such damage. Notwithstanding anything contrary contained herein, if the Premises are not repaired and restored within five (5) years from the date of damage, Lessor may terminate the Lease at any time before Lessee completes the repairs and delivers the Premises after the expiration of such time. If Lessor does not so terminate, Lessee shall diligently continue to restore the Premises.
- 11.2 If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, Lessee is not relieved of its obligations under this Section to repair and restore the Premises at its sole cost and expense.
- 11.3 If Lessee is required to repair or restore the Premises under any provision of this Section and Lessee's use of the Premises is materially and adversely affected, then until Lessee completes such repair or restoration, rent and all other charges payable by Lessee hereunder shall abate based on the degree of damage and the impact such damage and repairs have on Lessee's use and the relation of such impact to the charges contemplated. Notwithstanding any provision of this Section to the contrary, in no event shall this Section be deemed to require Lessor to share in and/or be responsible for the costs of restoration and repair of the Premises caused by fire or other casualty.

Notwithstanding anything in this Article 11 to the contrary, if a casualty event occurs during the last five (5) years of the Term of this Lease, then Lessee may terminate this Lease, in which event Lessee shall not be obligated to repair or restore the Premises but shall assign to Lessor any rights to insurance proceeds (other than business interruption proceeds) payable with respect to such casualty loss.

12.

UTILITIES

- 12.1 At its sole cost and expense, Lessee shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for Lessee's use of the Premises.

13.

TAXES AND ASSESSMENTS

- 13.1 Lessee covenants and agrees, during its use and/or occupancy of the Premises, to pay or cause to be paid, to the public officer charged with the collection thereof, before the same

shall become delinquent (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions," which during Lessee's use or occupancy of the Premises may be assessed, levied, charged or imposed upon, against or with respect to the Premises, including, but not limited to, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any and all impositions assessed, levied, charged or imposed on or with respect to the conduct of Lessee's business in or on the Premises.

13.2 Nothing herein shall obligate or require the payment of any imposition by Lessee unless such obligation or requirement is provided by law. Lessee may contest the validity, legality, liability, or amount of any imposition in the manner provided by law. Within ten (10) days after the payment of Lessee of any imposition, Lessee shall furnish Lessor with a copy of said receipt evidencing such payment.

14

ENVIRONMENTAL LIABILITY

14.1 Definitions. As used in Section 14 of this Agreement the following terms shall have the meanings defined below:

**"Environmental Laws"** means all present and future federal, state, and local laws, ordinances, regulations, standards, rules, governmental requirements, and policies, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials. Without limiting the generality of the foregoing, Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., the Clean Air Act, 42 U.S.C. Sections 7401, et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., the Occupational Safety and Health Act, 29 U.S.C. Chapter 15, et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136, et seq., and the River and Harbors Appropriation Act, 33 U.S.C. Section 403, et seq., and all regulations adopted thereunder and all state and local analogs. In addition to the foregoing, Environmental Laws also means and includes all voluntary cleanup programs and/or brownfields programs under federal, state, or local law and all requirements imposed by any applicable permits.

**"Hazardous Materials"** means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance," "contaminant," "pollutant," or "emerging contaminants" (or words of similar import) within the meaning of or regulated or addressed under any Environmental Law. Without limiting the generality of the

foregoing, Hazardous Materials includes: significant mold; petroleum and petroleum products and compounds containing them or derived from them, including gasoline, diesel fuel, oil, and other fuels and petroleum products or fractions thereof; pesticides and herbicides; radon; carcinogenic materials; explosives; flammable materials; infectious materials; corrosive materials; mutagenic materials; radioactive materials; polychlorinated biphenyls (PCBs), and compounds containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or aboveground storage tanks, whether empty or containing any substance; any medical products or devices, including those materials defined as "medical waste" or "biological waste" under relevant statutes or regulations pertaining to any Environmental Law; and any other substance the presence of which on, under, or about the Premises is regulated or prohibited by any Governmental Authority. Notwithstanding the foregoing, any existing contaminants which would otherwise constitute a Hazardous Material, as defined herein shall be deemed a Hazardous Material for purposes of this Agreement only to the extent that such existing contaminants are subject to remediation or removal by Lessee pursuant to the provisions below.

**"Release"** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including abandoning, or discarding of barrels, containers, and other closed receptacles containing any Hazardous Material. Notwithstanding the foregoing, Release shall not include the safe and lawful use and storage by Lessee or any of Lessee Party of prepackaged supplies, cleaning materials, petroleum products, and other substances in such quantities and types as are customarily used in the operation and maintenance of properties that are comparable to the Premises so long as all the foregoing are used, stored, handled, transported, and disposed of in compliance with Environmental Laws; and

14.2 From and after the Effective Date, Lessee shall not bring or deposit, or allow its contractors, officers, directors, employees, agents, successors, and assigns (collectively, "Lessee Parties") to bring or deposit, in, on, under, about, or upon the Premises any pollutant or Hazardous Materials, except for substances ordinarily used in the care, maintenance and operation of the Premises and in compliance with applicable law and all other applicable provisions of this Lease.

14.3 From and after the Effective Date, Lessee and Lessee Parties shall not cause any of the following to occur on the Premises: (A) any generation, treatment, recycling, storage or disposal of any Hazardous Materials except as defined in Section 14.1; (B) installation of any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of Hazardous Materials; (C) installation or operation of any landfill or solid waste disposal area; (D) installation of any asbestos-containing material as defined by the Toxic Substances Control Act; (E) use of any polychlorinated biphenyl (PCB) in hydraulic oils, electric transformers, or other equipment; (F) use of any substance or materials containing per- or polyfluoroalkyl substances (PFAS or PFOA) or any substances or materials containing precursors to PFAS or PFOA; or (G) any release or threatened release of Hazardous Materials to the environment in forms or quantity requiring reporting or remedial action under Environmental Laws. In addition, Lessee warrants that it will not violate Environmental Laws on the Premises.

14.4 To the fullest extent permitted by law, Lessee agrees to promptly indemnify, protect, defend and hold harmless Lessor and Lessor's contractors, officers, directors, employees, agents, successors, and assigns (collectively, "Lessor Parties") from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the Release of Hazardous Materials on, in, under, or about the Premises which are caused by Lessee or any Lessee Parties during the Term of this Lease, or were present on the Premises at any time prior to the Term of this Lease, including arising from or caused in whole or in part, directly or indirectly, by (i) Lessee's or Lessee Parties' actual, proposed or threatened use, treatment, storage, transportation, holding, existence, disposition, manufacturing, control, management, abatement, removal, handling, transfer, generation or Release (past, present, or threatened) of Hazardous Materials to, in, on, under, about, or from the Premises in violation of Environmental Laws or this Lease; (ii) any past, present, or threatened non-compliance or violations of any Environmental Laws in connection with Lessee and/or Lessee's particular use of the Premises; (iii) personal injury claims; (iv) the payment of any environmental liens, or the disposition, recording, or filing or threatened disposition, recording or filing of any environmental lien encumbering or otherwise affecting the Premises; (v) diminution in the value of the Premises; (vi) damages for the loss or restriction of use of the Premises, including prospective rent, lost profits and business opportunities; (vii) sums paid in settlement of claims; (viii) reasonable attorneys' fees, consulting fees, and expert fees; (ix) the cost of any investigation of site conditions; and (x) the cost of any repair, clean-up, or remediation ordered by any governmental or quasi-governmental agency or body. Lessee's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup, or detoxification or decontamination of the Premises, or the preparation and implementation of any closure, remedial action, or other required plans in connection therewith. For purposes of the indemnity provisions in this Section, any acts of Lessee and/or Lessee's Parties or others acting for or on behalf of Lessee (whether or not they are negligent, intentional, willful, or unlawful) shall be strictly attributable to Lessee. The provisions of this Section will survive the expiration or termination of this Lease.

14.5 Lessee agrees to promptly notify Lessor of any Release of Hazardous Materials on, in, under, or about the Premises which Lessee becomes aware of during the Term of this Lease, whether caused by Lessee or any other persons or entities. In the event of any release of Hazardous Materials caused by or discovered by Lessee or any of Lessee's Parties, Lessor shall have the right, but not the obligation, to cause Lessee, at Lessee's sole cost and expense, to immediately take all reasonable steps Lessor deems necessary or appropriate to remediate such Release and prevent any similar future release as required by Environmental Law to the satisfaction of Lessor. Lessee will, upon the request of Lessor at any time during which Lessor has reason to believe that Lessee is not in compliance with this Section (and in any event no earlier than sixty (60) days and no later than thirty (30) days prior to the expiration of this Lease), cause to be performed an environmental audit of the Premises at Lessee's expense by an established environmental consulting firm reasonably acceptable to Lessor. If the environmental audit determines that corrective or remedial action is required, Lessee shall immediately perform the same at its sole cost and expense.

15.

INSPECTION AND AUDIT

15.1 For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times to enter in and on the Premises upon reasonable advance notice, not less than 48 hours provided that such entry and inspection does not unreasonably interfere with Lessee's operation, maintenance, improvement, or use of the Premises.

15.2 Lessee shall retain financial and operational records with respect to the Premises in accordance with Lessee's record retention policy as in effect from time to time. Lessor shall have the right to audit (but not more frequently than once in any calendar year) all such financial and operational records of the Premises by giving Lessee not less than thirty (30) days advance notice of any such audit and the specific records that Lessor wishes to audit. Such audit shall be conducted at Lessee's offices, and Lessee shall have the right to have a representative present during any such audit. Any audit shall be conducted expeditiously, and in no event shall any audit continue for more than three (3) consecutive business days. Any such audit shall be for informational purposes only, and in no event shall any audit be grounds for a default under this Lease.

16.

DEFAULT; REMEDY

16.1 The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

- A. The failure by Lessee to make any payment required to be made by Lessee hereunder, including Additional Rent, as and when due, where such failure shall continue for a period of five (5) days after Lessee's receipt of written notice thereof from Lessor to Lessee.
- B. The failure by Lessee to keep, perform or observe any of the covenants, agreements terms or provisions contained in this Lease that are to be kept or performed by Lessee other than with respect to payment of Rent or other liquidated sums of money and Lessee fails to commence and take such steps as are necessary to remedy the same within ten (10) days after Lessee receives written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same.
- C. If an involuntary petition is filed against Lessee under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if a receiver of Lessee or of all or substantially all of the property of Lessee is appointed without acquiescence, and such petition or appointment is not discharged or stayed within sixty (60) days after the happening of such event.
- D. If Lessee makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law or seeks relief under any other law for the benefit of debtors.

- E. The leasehold hereunder demised shall be taken by execution or other process of law in any action against Lessee.
- F. Except for a valid termination of this Lease by Lessee pursuant to any provision hereunder including, without limitation, the provisions of Section 4 above, Lessee otherwise notifies Lessor, at any time prior to the Delivery of the Premises, that Lessee does not intend to take occupancy of the Premises upon the Delivery of the Premises, or Lessee shall fail to promptly move into and take possession of the Premises when the Premises are ready for occupancy.
- G. Lessee shall become insolvent or unable to pay its debts as they become due, or Lessee notifies Lessor in writing that it anticipates either condition.

16.2 If a Lessee Default occurs, Lessor may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to Lessor at law or in equity (Lessor's rights being cumulative), do any one or both of the following:

- A. Lessor may terminate this Lease by giving Lessee written notice thereof, in which event this Lease, and the leasehold estate hereby created and all interest of Lessee and all parties claiming by, through or under Lessee shall automatically terminate upon the effective date of such notice with the same force and effect and to the same extent as if the effective date of such notice were the day originally fixed in Section 4.1 for the expiration of the Term. Lessor, its agent or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Premises and remove all persons and property therefrom with process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches thereof. In the event of such termination, Lessee shall be liable to Lessor for damages in an amount equal to (i) the discounted present value of the amount by which the Rent reserved hereunder for the remainder of the stated Term exceeds the then net fair market rental value of the Premises for such period of time, plus, (ii) all expenses incurred by Lessor enforcing its rights hereunder. Upon the acceleration of such amounts, Lessee agrees to pay the same at once, together with all Rent and other charges and assessments due, at Lessor's address as provided herein.
- B. Lessor may terminate Lessee's right to possession of the Premises without terminating this Lease or the leasehold estate created hereby, re-enter and take possession of the Premises and remove all persons and property therefrom (except for sublessees as provided in Section 17) with or without process of law, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or existing breaches hereof, and lease, manage and operate the Premises and collect the rents, issues and profits therefrom all for the account of Lessee, and credit to the satisfaction of Lessee's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing and operating



the Premises). Lessee hereby waives notice of such re-entry or repossession. Lessor shall not be responsible for the care or safekeeping of any such property and Lessee waives any claim against Lessor relating thereto. Lessor may re-let all or part of the Premises for Lessee's account, for a term or terms which may, at Lessor's option, be equal to, less than, or greater than the period which would otherwise have constituted the balance of the Term, holding Lessee liable in damages for all expenses incurred in any such reletting including, without limitation, expenditures in connection with renovation, maintenance, repairs and/or alterations for the new Lessee, broker's commissions, legal fees, etc. and for any difference between the amount of rent received from such reletting and the Rent due and payable under the terms of his Lease. If the net rental so received by Lessor exceeds the amounts necessary to satisfy all of Lessee's obligations under this Lease, nevertheless Lessor shall retain such excess. In no event shall Lessor be liable for failure to so lease, manage or operate the Premises or collect the rentals due under any subleases and any such failure shall not reduce Lessee's liability hereunder. If Lessor elects to proceed under this Section, it may at any time thereafter elect to terminate this Lease as provided in Section . Lessor may exercise all other remedies available to Lessor at law or in equity, including, without limitation, injunctive relief of all varieties. All of Lessor's remedies shall be cumulative and not exclusive. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Without limiting the generality of the foregoing, the maintenance of any action or proceeding to recover possession of the Premises or any Rent or any other monies that may be due or become due from Lessee to Lessor shall not preclude Lessor from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other Rent or monies that may be due or become due from Lessee. Any entry or re-entry into the Premises by Lessor shall not be deemed to absolve or discharge Lessee from liability under this Lease.

16.3 Notwithstanding anything contained herein to the contrary, Lessor shall never be entitled to dispossess Lessee of the Premises pursuant to any "lock out" or other nonjudicial remedy, Lessor hereby waiving its right to forcibly dispossess Lessee from the Premises, whether peaceably or otherwise, without judicial process, such that Lessor shall not be entitled to any "commercial lock-out" or any other provisions of applicable law which permit Lessors to dispossess Lessees from commercial properties without the benefit of judicial review.

16.4 Lessee hereby expressly waives any and all rights of redemption and rights to relief from forfeiture granted by or under any present or future laws, if Lessee shall be evicted or dispossessed from the Premises for any cause, or Lessor reenters the Premises following the occurrence of any Event of Default hereunder, or this lease is terminated before the expiration date thereof originally fixed herein. For the enforcement of Lessor's remedies, Lessor may have recourse to any applicable legal or equitable process for the recovery of possession of the Premises and the right to seek an injunction or a declaratory judgment as if no other remedies were provided herein for such breach. Except as otherwise specifically

required by this Lease, Lessee waives any and all statutory and legal notice requirements.

17.

NO DISCRIMINATION

17.1 In its occupancy and use of the Premises, Lessee shall not discriminate against any person based on race, gender, color, national origin, religion, age, or disability. This covenant of Lessee may be enforced by termination of this Lease (provided that notice of the breach of such covenant shall have been given to Lessee and such breach shall not have been cured, as provided in Section 4.4 of this Lease), injunction, and by any other remedy available at law to Lessor.

18.

TRANSFER, ASSIGNMENT AND SUBLETTING

18.1 Lessee shall not transfer or assign (whether by instrument or operation of law, or if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of Lessee hereunder without the prior written consent of Lessor. Lessor, in its sole discretion, may refuse to give its consent to any proposed transfer or assignment. Except as hereinafter provided, Lessee shall not sublet the Premises or any building built thereon or part thereof, or any right or privilege appurtenant thereto, nor permit nor suffer any party other than Lessee to use or occupy the Premises or any portion thereof without the prior written consent of Lessor, in Lessor's sole discretion, subject to the use of the Premises by the public. Any transfer, assignment, or subletting without the prior written consent of Lessor shall be void *ab initio* and shall at the option of Lessor terminate this Lease. Lessor's consent to a transfer, assignment, or subletting, or to any use or occupancy by a party other than Lessee, shall not invalidate or constitute a waiver of this provision, and each subsequent use and occupancy by a party other than Lessee shall likewise be made only with the prior written consent of Lessor. Notwithstanding the foregoing, Lessee shall have the right, without Lessor's consent, to enter into lease/management or management agreements respecting the operation of the Premises as long as any such agreement expressly provides for its automatic expiration upon the expiration or earlier termination of the Term of this Lease.

19.

NOTICES

19.1 All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices", required by the provisions of this Lease to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and the original of said notice shall be sent United States Certified Mail – Return Receipt Requested, postage prepaid, by a prepaid nationally recognized overnight service, or by a prepaid courier service and addressed to the recipient party at such party's below set forth address. The sender of said notice shall request the United State Postal Service,

overnight delivery service, or courier service to "Show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices, where applicable, shall be addressed to the attention of the person or title, or both if applicable, hereinabove set forth, valid and perfected delivery of notice shall be accomplished under this Lease even though the said named person or the person holding said title is not the person who accepts or receives delivery of the said notice. Any notice, so mailed or delivered, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient under this Lease. Either party hereto may from time to time, by notice of the other, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

Lessor's address for notice:

City of Atlanta Department of  
Enterprise Asset Management  
Attn: Commissioner of Department of  
Enterprise Asset Management  
68 Mitchell St., Suite 1225  
Atlanta, Georgia 30303

With a copy to:

City of Atlanta Department of Law  
Attn: City Attorney  
55 Trinity Ave. SW, Suite 5000  
Atlanta, GA 30303

Lessee's address for notice:

Atlanta Police Foundation  
Attn: W. David Wilkinson  
191 Peachtree St. N.E., Suite 191  
Atlanta, GA 30303

20.

TIME IS OF THE ESSENCE

20.1 All time limits stated herein are of the essence of this Lease.

21.

NON-WAIVER

21.1 No failure of a party to exercise any right or power given to such party under this Lease, or to insist upon strict compliance by the other party with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Lease.

22.

RIGHTS CUMULATIVE

22.1 All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law.

23.

BINDING EFFECT

23.1 Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee, and to any leasehold mortgagee and its successor and assigns. Subject to the foregoing, whenever a reference to a party hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed.

24.

INTERPRETATION

24.1 Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

25.

GEORGIA AGREEMENT

25.1 This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

26.

SECTION HEADINGS

26.1 The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience, and ease of reference, and shall be completely disregarded in the construction of this Lease.

27.

COUNTERPARTS

27.1 This Lease is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. To facilitate the execution and delivery of this Lease, the parties may execute and exchange counterparts of the signature pages by electronic mail over the internet in electronic format (e.g., so-called "PDF" or "portable document

format") or by facsimile, and the signature page of either party to any counterpart may be appended to any other counterpart. An electronic signature, as defined in O.C.G.A. § 10-12-1 et seq., of any party or parties hereto shall have the same force and effect as an original of such signature(s), and the parties hereto agree to be bound by any electronic signature(s) and by any electronic record of this instrument executed or adopted with one or more electronic signatures.

28.

NO THIRD-PARTY BENEFICIARY

28.1 Nothing in this Lease, whether express or implied, is intended to confer upon any other person or entity other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No person or entity other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities, or limitations of liability whatsoever in this Lease.

29.

SEVERABILITY

29.1 If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable, or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.

30.

WHEREAS PROVISIONS AND EXHIBITS

30.1 The "Whereas" clauses appearing at the beginning of the Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

31.

ENTIRE AGREEMENT

31.1 This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has the authority to make, or has made, any statement, agreement, representation, or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment is made in writing, properly authorized, and executed by both Lessor and Lessee and incorporated in and by reference made a part hereof.


**IN WITNESS WHEREOF**, Lessor and Lessee have caused these presents to be signed, sealed, and delivered all as of the date hereof.

Signed, sealed and delivered  
As to Lessor in our presence:

**LESSOR:**  
**CITY OF ATLANTA**  
a municipal corporation organized under the laws of  
the State of Georgia,

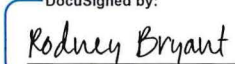
**ATTEST:**

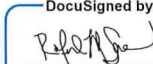
  
\_\_\_\_\_  
Municipal Clerk

By:   
\_\_\_\_\_  
Keisha Lance Bottoms, Mayor


[SEAL]

**RECOMMENDED BY:**


DocuSigned by:  
  
\_\_\_\_\_  
0E0B5935D1B5468  
Rodney Bryant, Chief of Police

DocuSigned by:  
  
\_\_\_\_\_  
RCCB94789F2574811  
Rodrick Smith, Fire Chief

**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
Nina P. Hickson  
City Attorney

**LESSEE:**  
**ATLANTA POLICE FOUNDATION, INC.**  
a Georgia nonprofit corporation

By:   
\_\_\_\_\_  
E7CBB11D576C4FC...

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**561 Key Road**

**Parcel ID No. 15-082-01-001**

All that tract or parcel of land lying and being in the Fifteenth District of DeKalb County, Georgia and being known as the W. B. Key plantation and described as follows:

**Beginning** at a point in land of eighty three (83) where the south land lot line thereof is intersected by the center of Intrenchment Creek, and running thence northerly along the center of said creek to the north line of land lot eighty three (83) and extending thence west along the north line of land lot eighty three (83) and the north line of land lot eighty two thirty two hundred and twenty eight (3228) feet to the northwest corner of land lot eighty two (82) marked with an iron pin; thence south along west line of land lot eighty two (82) eighteen hundred thirty five (1835) feet to corner of formerly the Ogden property; thence east twelve hundred and fourteen and six tenths (1214.6) feet to a stone corner; thence south nineteen hundred and eighty five (1985) feet to a stone corner on the south line of land lot eighty-two (82) being the center of Constitution Road and extending thence east along said south line of land lot eighty two (82) and along the center of Constitution Road twenty hundred and sixty (2060) feet to beginning point, containing two hundred and forty eight and seven tenths (248.7) acres as per plat and survey of Chief of Construction, City of Atlanta, November, 1911, hereto attached.

**3054 Fayetteville Road**

**Parcel Id. No. 15-081-08-001**

All that tract or parcel of land lying and being in Land Lot No. 81 of the 15<sup>th</sup> District of originally Henry, now DeKalb County, Georgia and being more particularly described as follows:

**BEGINNING** at the intersection of the southern line of Key Road with the northwestern line of old Fayetteville Road, if said street lines were extended to form an angle instead of a curve, and running thence westerly along the southern side of Key Road four hundred eleven (411) feet; thence southerly two hundred fifty-three and four-tenths (253.4) feet; thence southeasterly two hundred forty and two-tenths (240.2) feet to the northwestern side of old Fayetteville Road; thence northeasterly along the northwestern Fayetteville Road three fifty-five (355) feet to Key Road at the point of beginning, this description being in accordance with a plat of said property made by C. S. Mercer, Surveyor, dated September 17, 1943, and recorded in Plat Book 13, page 19, of DeKalb County Records.

**ALSO:**

All that tract or parcel of land lying and being in Land Lots Nos. 81 and 82 of the 15<sup>th</sup> District of originally Henry, now DeKalb County, Georgia, and being more particularly described as follows:

**BEGINNING** at the southwest corner of said Land Lot No. 82, and running thence easterly (north 89 degrees and 30 minutes east) along the south line of said Land Lot No. 82 twelve hundred eight

(1208) feet; thence northerly (north 30 minutes west) nineteen hundred seventy-seven (1977) feet to an iron pin corner; thence westerly (south 89 degrees and 30 minutes west) eighteen hundred forty-eight (1848) feet to the center of Fayetteville Road; thence southwesterly (south 36 degrees and 15 minutes west) along the center line of Old Fayetteville Road six hundred eleven and five-tenths (611.5) feet; thence easterly (north 89 degrees east) one hundred thirty-eight (138) feet; thence southwesterly (south 10 degrees and 30 minutes west) twelve hundred eight (1208) feet to an iron pin corner on the southern Railroad Right-of-way; thence southeasterly (south 60 degrees east) along the northeastern line of said Railroad Right-of-way three hundred five (305) feet; thence northerly (north 4 degrees and 30 minutes east) two hundred twenty-four (224) feet; thence southeasterly (south 74 degrees east) seventy-five (75) feet; thence continuing southeasterly (south 56 degrees and 30 minutes east) one hundred fifty-five (155) feet; thence easterly (south 88 degrees and 30 minutes east) six hundred eighteen (618) feet to the east line of said land Lot No. 81, being the dividing line between Land Lots Nos. 81 and 82; thence southerly (south 1 degree east) along said land lot line four hundred thirteen (413) feet to the beginning corner, containing eight-six and sixty-eight one hundredths (86.68) acres, as per plat of same made by T. C. Jackson, Surveyor, dated November, 1937, and recorded in Plat Book 12, page 91, of the DeKalb County records.

**3184 Fayetteville Road**  
**Parcel ID No. 15-081-08-002**

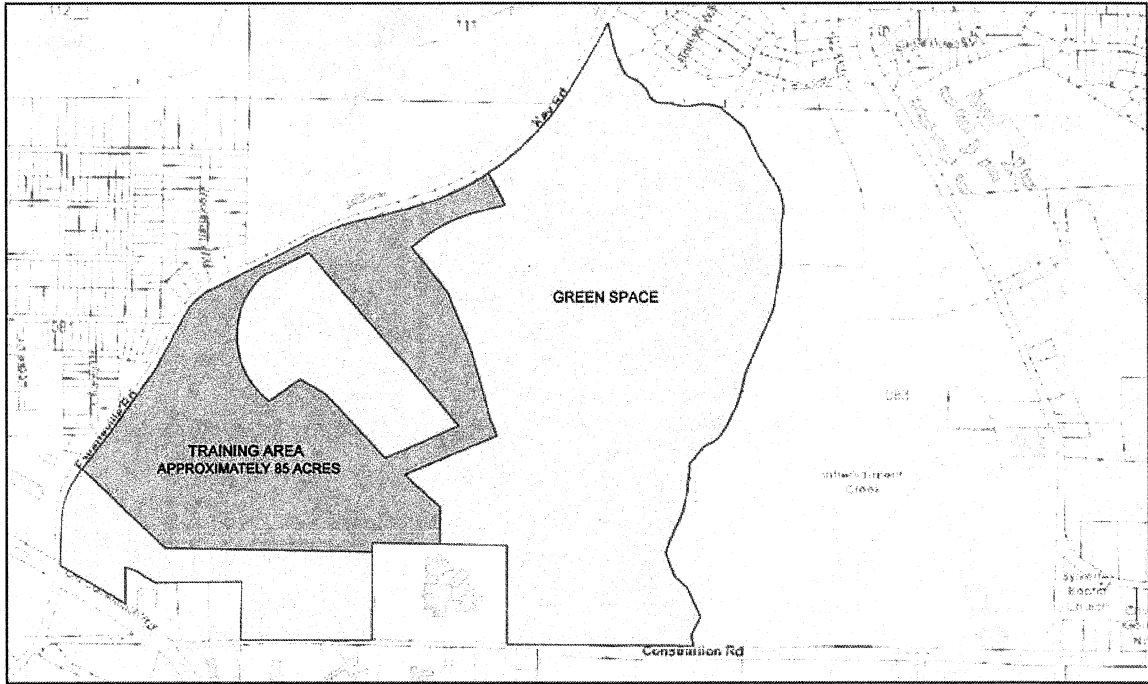
All that tract and parcel of land lying and being in Land Lot 81 of the 15<sup>th</sup> District of originally Henry, now DeKalb County Georgia, more particularly described as follows:

**BEGINNING** at a stake on the eastern side of Fayetteville Road (formally old Decatur Road), running thence north one degree and forty-five minutes ( $1^{\circ}45'$ ) east four hundred sixty-five and ninety-six one-hundredths (465.96) feet to a stake at the curve of said road; thence north thirty degrees ( $30^{\circ}$ ) east five hundred one and sixty one-hundredths (501.60) feet to another stake; on said road; thence north eighty-five degrees and forty-five minutes ( $85^{\circ}45'$ ) east one hundred forty-five and twenty one-hundredths (145.20) feet to a stake; running thence south thirteen degrees ten minutes ( $13^{\circ}10'$ ) west one thousand, thirty-six and twenty-one-hundredths (1,036.20) feet to another stake located near the Constitution Depot; thence north 62 degrees forty-five minutes ( $62^{\circ}45''$ ) west two hundred eight and fifty-six one-hundredths (208.56) feet to the stake on the eastern side of Fayetteville Road at the point of beginning, said tract containing five acres, more or less, and lying north of the railroad; this being the same property conveyed by warranty deed from Newton St. John to Ray Almand on December 3, 1913 recorded in deed book 84, page 298, DeKalb County records.



# EXHIBIT B

## PARCEL OVERLAY



**ATLANTA PUBLIC SAFETY TRAINING AREA & GREEN SPACE**  
SCALE 1" = 500'





# CITY OF ATLANTA

Keisha Lance Bottoms  
Mayor

SUITE 5100  
68 MITCHELL STREET  
ATLANTA, GA 30303

OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

## EXHIBIT C

### CONFIRMATION OF COMMENCEMENT DATE

Re: Ground Lease Agreement (the "Lease") dated \_\_\_\_\_, 2021, between ATLANTA POLICE FOUNDATION, INC., a Georgia nonprofit corporation ("Lessee"), and THE CITY OF ATLANTA, a Georgia municipal corporation ("Lessor"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Lessee and Lessor agree as follows:

1. Condition of Property. Lessee has accepted possession of the Premises pursuant to the Lease. There are no improvements required by the terms of the Lease to be made by Lessor and Lessor has fulfilled all of its duties under the Lease. Furthermore, Lessee acknowledges that the Premises are suitable for the Permitted Use.
2. Commencement Date. The Commencement Date of the Lease is, 20 \_\_\_\_\_ Premises .
3. Expiration Date. The Term is scheduled to expire on 20 \_\_\_\_\_ Property\_, which is the last day of the 50th full calendar month following the Commencement Date.

4. Contact Person. Lessee's contact person in the Premises is:

Karen Rogers  
c/o W. David Wilkinson  
Telephone:  
Facsimile:

5. Ratification. Lessee hereby ratifies and confirms its obligations under the Lease and represents and warrants to Lessor that it has no defenses thereto. Additionally, Lessee further confirms and ratifies that, as of the date hereof, the Lease is and remains in good standing and in full force and effect, and Lessee has no claims, counterclaims, set-offs or defenses against Lessor arising out of the Lease or in any way relating thereto or arising out of any other transaction between Lessor and Lessee.

6. Binding Effect; Governing Law. Except as modified hereby, the Lease shall remain in full effect and this letter shall be binding upon Lessor and Lessor and their respective successors and assigns. If any inconsistency exists or arises between the terms of this letter and the terms of the Lease, the terms of this letter shall prevail. This letter shall be governed by the laws of the state in which the Premises are located.

Please indicate your agreement to the above matters by signing this letter in the space indicated below and returning an executed original to us.

Sincerely,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and accepted:  
**CITY OF ATLANTA**  
a municipal corporation organized under the laws  
of the State of Georgia,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT D

PRELIMINARY PLANS

APPENDIX A  
OCC EBO REQUIREMENTS



**CITY OF ATLANTA**

Keisha Lance Bottoms  
Mayor

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68 MITCHELL STREET  
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OFFICE OF CONTRACT COMPLIANCE

Bruce T. Bell

TO: Martin H. Clarke, Chief Procurement Officer  
Department of Procurement

FROM: Bruce T. Bell  
Interim Director - Mayor's Office of Contract Compliance

RE:

DATE: **August 2, 2021**

**MEMORANDUM**

---

The EBO bid documents with project specific availability for Project No.: **XXXX** are enclosed. The entire OCC package, including both the standard and project specific EBO/EEO sections must be included in the bid documents. Please note that the enclosed package is solely for this project. If there are questions, please contact me at (404) 330-6010, or Bruce T. Bell at (404) 330-6010.  
cc: Keith Boykin, OCC

P0074



## CITY OF ATLANTA

Keisha Lance Bottoms  
Mayor

SUITE 5100  
68 MITCHELL STREET  
ATLANTA, GA 30303

OFFICE OF CONTRACT COMPLIANCE

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August 2, 2021

**RE: XXXX**

Dear Prospective City of Atlanta Bidder:

The Mayor's Office of Contract Compliance ("OCC") information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for minority and female business enterprise participation for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the Mayor's Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

P0075

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**CITY OF ATLANTA  
EQUAL BUSINESS OPPORTUNITY (EBO)  
POLICY STATEMENT**

It is the policy of the City of Atlanta (the “City”) to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (“EBO”) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (“EEO”) Program. The purpose of the EBO and the EEO Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

**Implementation of EBO Policy**

The Mayor’s Office of Contract Compliance (“OCC”) will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (majority and minority owned) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number as applicable.

**Determination of Non-discrimination During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless OCC determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder’s outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.



3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, HABE, or FBE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

### **OCC Review of Bidder Submissions**

The Mayor's Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non-Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, OCC will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Mayor's Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

### **Equal Business Opportunity Program Bid/RFP Submittals**

OCC will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City, the successful bidder's M/FBE Project Participation Plan will become a part of the contract between the bidder and the City. The M/FBE Project Participation Plan, all executed subcontract agreements, operating agreements, other contract governing documents, along with all other pertinent records required by OCC as deemed necessary will be placed on file. Said documentation shall be in a format that is established by the Office of Contract Compliance and will be monitored by OCC for adherence with the plan. The successful bidder will be required to provide specific M/FBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City, the successful bidder must submit a Contract Employment Report ("CER"), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between

the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **Joint Venture Participation on City of Atlanta Projects**

The City encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval to the attention of [kboykin@atlantaga.gov](mailto:kboykin@atlantaga.gov) no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

#### Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.
- The Joint Venture agreement must be signed by all the partners.



**City of Atlanta Office of Contract Compliance**  
**Joint Venture Information Pre-Award Review-EBO**

**Proponent Instructions:** All Proponents must use their executed proposed JV agreement to complete the questions below (Attach additional pages if needed):

1. Name of Joint Venture:

2. Name, address and phone number of joint venture contact person serving as managing partner:

3. Firms participating in joint venture (use additional pages if necessary):

Name of firm:

Address:

Office Phone Number:

Primary Contact name/phone number:

% ownership: \_\_\_\_\_%

M/FBE:  No

Yes

Date of Certification:

NAICS code(s) for which certification was granted:

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Contact name/phone number: \_\_\_\_\_

% ownership: \_\_\_\_\_%

M/FBE:  No

Yes

Date of Certification:

NAICS code(s) for which certification was granted:

4. Was there an M/FBE initial capital contribution required? Amount? \_\_\_\_\_

5. Does the JV document describe the portion of the work or elements of the business controlled by the M/FBE JV team member(s)?

No  Yes Referenced in What Section?

\_\_\_\_\_

6. Does the JV document describe the portion of the work or elements of the business controlled by the non-M/FBE JV team member(s)?

No  Yes Referenced in What Section?

\_\_\_\_\_

7. Does the JV document describe the M/FBE team member's involvement in the overall management of the joint venture. (e.g., participation on a management committee or managing board, voting rights, etc.)?

No  Yes Referenced in What Section?

\_\_\_\_\_

8. Does the JV document list the M/FBE team member's share in the profits/risk in the joint venture:  No  Yes Referenced in What Section?

\_\_\_\_\_

9. Does the JV document describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):  No  Yes Referenced in What Section?

a. Majority interest holder joint venture participant:

b. Minority interest holder joint venture participant(s):

10. Does the JV document detail which firm will be responsible for accounting functions relative to the joint venture's business?

No  Yes Referenced in What Section?

---

11. Does the JV document explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?

No  Yes Referenced in What Section?

---

12. Did the JV document provide the name of the person who will be responsible for hiring employees for the joint venture.

No  Yes Referenced in What Section?

---

13. Did The JV Describe the frequency of JV meetings, method for minutes taking, and storage for audit provisions?

No  Yes Referenced in What Section?

---

14. Are any of the proposed joint venture employees currently employees of any of the joint venture partners?

No  Yes If yes, list the number and positions and indicate which firm currently employs the individual(s)?

---

15. Did the JV Detail the methods by which disputes are resolved?

No  Yes Referenced in What Section?

---

16. Is a copy of the proposed joint venture agreement, promissory note(s), and loan agreement(s) (if applicable), and any and all written agreements between the joint venture partners included in the proposal submission

No  Yes Referenced in What Section?

---

17. Does the JV document describe all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved?

No  Yes Referenced in What Section?

---

18. Does the JV document provide a specific citation/section that speaks to the non-discrimination and assurance requirements related to this solicitation?

No  Yes Referenced in What Section?

---

Additional Comments:

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**Equal Business Opportunity M/FBE GOALS for this Project**

**Project No.: XXXX**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta’s EBO/SBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company’s/companies’ involvement in the.: **XXXX** throughout the life of the contract. (See Page 6)

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The dominant NAICS code and trade to be engaged for the above referenced phase is:

- 237310 – Concrete Paving**
- 238110 – Concrete Repair**
- 561990 – Traffic Control**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

**26.7% MBE & 11.1% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

**Note:** Each Joint Venture (JV) team(s) must include a signed copy of their JV agreement with their bid submission. Each JV team must consist of at least one City of Atlanta certified M/FBE partner.

OCC will count M/FBE participation in the form of a certified joint venture partner (self-performing a scope of work), and certified M/FBE subcontractor arrangements. The above referenced goal will be measured against **total contract value inclusive of any change orders and/or miscellaneous modifications** that may occur throughout the life of the project.



### **Equal Business Opportunity Program Reminders for This Solicitation**

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the Mayor's Office of Contract Compliance, or have a certification application pending with the Mayor's Office of Contract Compliance.
2. **Joint Venture Agreements.** The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
5. **SBO/EBO Ordinance.** The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 -1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
7. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWYnRk55uW%2Bijonkgm04tizEb>. You may search by "Industry" for a list of firms in that category or search for a specific company under "Company Name". You may also go to the website: [www.atlantaga.gov/contractcompliance](http://www.atlantaga.gov/contractcompliance) and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.
8. **Contract Assurance.** The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of City ordinance 2-1448 a (2) in the award and administration of any eligible City contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are enforceable through the City of Atlanta regulations.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal

## SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (Majority, EBO and Non-EBO Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier/J V Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Scope of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	M/FBE Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Scope of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	M/FBE Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE and DBE Certifications will not suffice for this procurement)

Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_

Contact (Print): \_\_\_\_\_ Date: \_\_\_\_\_

FORM EBO-2 (Page 2 of 2)

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN  
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor / Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	Joint Venture Partner ? (yes or no)	NAI CS Code	Scope of Work to be Performed	Ethnicity of M/FBE Ownership (see code below)	M/FBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Dollar Value of Prime Proponent self-Performance: \$\_\_\_\_\_

Total MBE%\_\_\_\_\_ Total FBE%\_\_\_\_\_ Total EBO%\_\_\_\_\_

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise,  
APABE – Asian (Pacific Islander) American Business Enterprise (SBE and DBE Certifications will not suffice for this procurement)

Proponent Company Name: \_\_\_\_\_

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

FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_

Contact Name (Print) \_\_\_\_\_

Date: \_\_\_\_\_

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

**LETTER OF INTENT**

FC# \_\_\_\_\_

**Proponent** Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subcontracting Firm:** Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sub firm Contact Person:** Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Firm is performing as:**  Non-certified Sub  Certified Sub  Joint Venture Team Member

If Certified, Certification # and Expiration Date: \_\_\_\_\_

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

**AFFIRMATION:**

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Print name) (Title)

\_\_\_\_\_  
(signature) (date)

**\* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void**

**(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)**

**LETTER OF INTENT**

FC# \_\_\_\_\_

**Proponent** Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subcontracting Firm:** Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sub firm Contact Person:** Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Firm is performing as:**  Non-certified Sub  Certified Sub  Joint Venture Team Member  
 If Certified, Certification # and Expiration Date: \_\_\_\_\_

<b>Work item(s) to be performed by Sub</b>	<b>Description of Work Item</b>	<b>Dollar(s) Value of Work and Scope of Work</b>	<b>Percentage (%) of Total Bid Amount</b>
<b>TOTAL Diversity% Credit Claimed for this Contractor</b>			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_ %

**AFFIRMATION:**

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
 (Print name) (Title)

\_\_\_\_\_   
 (signature) (date)

**\* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void**

**DIVERSITY FIRM TERMINATION/SUBSTITUTION**

**ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time. OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a

DBE[/ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE[/ACDBE] firm, or with another DBE[/ACDBE] firm.

- (ii) [OCC] must include in each prime contract a provision stating:
  - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
  - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE[/ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE[/ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
  - (i) The listed DBE[/ACDBE] subcontractor fails or refuses to execute a written contract;
  - (ii) The listed DBE[/ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE[/ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
  - (iii) The listed DBE[/ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - (iv) The listed DBE[/ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - (v) The listed DBE[/ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - (vii) [OCC] ha[s] determined that the listed DBE[/ACDBE] subcontractor is not a responsible contractor;
  - (vi) The listed DBE[/ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
  - (vii) The listed DBE[/ACDBE] is ineligible to receive DBE[/ACDBE] credit for the type of work required;
  - (viii) A DBE[/ACDBE] owner dies or becomes disabled with the result that the listed DBE[/ACDBE] contractor is unable to complete its work on the contract;
  - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE[/ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE[/ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE[/ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE[/ACDBE] or non-DBE[/ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE[/ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE[/ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE[/ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE[/ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



# **EXHIBIT E**



## **ATLANTA POLICE FOUNDATION**

### **2021 Q4 Consent Agenda**

#### **Items Included:**

- Minutes from Q3 Meeting\*
- Bios – New Board Members
- Terms and Classes
- Conflict of Interest Policy
- Committee Assignments
- Q3 Financial Packet
- PSF (3) Year Budget
- 2022 Annual Operating Budget\*
- Crime Stoppers Atlanta Report
- COBRA Stats

**\*Requires approval**



## ATLANTA POLICE FOUNDATION

Q3 Board of Trustees Meeting Minutes

September 15, 2021 | 8:00 – 10:00 AM

Hybrid: Cherokee Town & Country

Atlanta, GA

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### **Trustees Attending:**

**In-Person:** Andy Berg, Chris St.Clare, David Dantzler, Tye Darland, Walt Ehmer, Mark Giuliano, Jimmy Johnson, Robin Loudermilk, John O’Neill III, Justin Rannick, Napoleon Rutledge, Eric Schimpf, Jim Shelton, Kevin Smith, Dave Wilkinson

**Zoom:** Leonte Benton, Simon Bloom, Norman Brothers, Carol Cookerly, Bryan Davis, Jimmy Etheredge, Mitch Graul, Duncan Gibbs, Daniel Grider, Julia Houston, Bill Jordan, Allan Kamensky, Deepak Raghavan, Ricky Reece, Michelle Robinson, John Stegeman, Bentina Terry, Roland Vaughn III, Ken Welch, Tom Wiley

### **Other APF Boards Attending:**

**Zoom:** Ryan Bellows and Scott Rosenberg

### **APF Staff Attending:**

**In-Person:** Rob Baskin, Danielle Fasciano, Marshall Freeman, Gabriela Gonzalez-Lamberson, Alecia Grimes, Kelsey Hull, Stephanie Magro, Greg McNiff, Lakeisha Walker

**Zoom:** Curtis Bass, Erica Collins, Charles Peterson, Karen Rogers, Rachel Tolleson

### **APD Attending:**

**Zoom:** Chief Rodney Bryant and Assistant Chief Todd Coyt

### **Board members were provided a packet with the following documents:**

1. Consent / Agenda
2. Governance
3. Chief’s Report
4. Public Safety First – PSTC, Technology, Secure Neighborhoods and At-Promise Updates

### **Governance Report: John O’Neill**

- John O’Neill reviewed prospect that was set for nomination: Justin Rannick, VP & division Manager with Brasfield and Gorrie LLC.
- Justin will be helping with the PSTC project. They are doing so at cost, and they will be giving 1 Million dollars towards the project.
- The candidate was approved by the full board and welcomed.

### Chief's Report: Chief Rodney Bryant

- Chief Bryant began by thanking APF and all BOD members for the donations, efforts and work that has been put forth to assist in gaining approval for the PSTC. This has increased morale and shown Atlanta's law enforcement that they are supported.
- The year 2020 was challenging. Chief Bryant stated that during the months of March to May, the City of Atlanta had record low crime because of decreased activity during the COVID lockdowns. The city then had civil unrest which pulled from many of our resources. Afterwards, APD officers faced lower morale and there was an increased exiting of police officers.
- Chief Bryant compared murder numbers to 2019 (as opposed to 2020 during COVID) as being problematic. This comparison more accurately reflects the increase in crime. Lack of conflict resolution has been the number one contributing factor in the increase in murders.
- Chief Bryant spoke to the city's auto theft issue. APD has been working with the Georgia State Patrol and Fulton County Sheriff Department to reduce crime rates. The auto theft unit reported that 50% of car thefts resulted from keys left in cars or cars that were left running. Auto thieves are targeting the Buckhead area to locate guns left in cars.
- Since the last BOD meeting, APD has centralized their investigation unit, expanded the aggravated assault unit, created domestic violence, repeat offenders, and crime against property section.
- Chief Bryant noted that in this restructuring, they were able to address background and recruiting, resulting in adding 6 new investigators. This was done in partnership with the major's office. APD was also able to hire a marketing director to assist with recruiting, allowing us to target other areas.
- APD has realigned their code enforcement and permit departments, allowing them to target more night spots. This should lead to less crime within these establishments.
- APD's APEX Unit is now called the Titan Unit. This unit will target street level crime as well as violent offenders. They will still be tied to the narcotics unit. The gang unit has also been renamed to focus on intelligence and enforcement and will continue partnering with the Titan and narcotics units.
- A new civilian E911 Director has been hired. She was an internal candidate who trained the previous 3 to 4 directors. A civilian deputy will also be hired as restructuring continues.
- Chief Bryant addressed creating the Buckhead Village Precinct. To determine needs of this precinct, we looked at the crime, what the officers were doing, as well as the level of activity in the community. APD recognized that the Buckhead Village area adds over 100k people every day. APD compared this activity to other areas of the city and determined that the area is comparable to are that the Midtown Precinct covers. APD is looking to build out the new precinct by next year, adding a minimum of 24 officers to fill the precinct.
- Chief Bryant believes that the biggest threat we will witness within law enforcement is mental health.
- APD has moved into their temporary training facility at Atlanta Metropolitan College until the PSTC is completed.
- APD's attrition numbers have stabilized and are below 2019. They are bringing on more police officers while losing less officers. APD sees that most officers are leaving in the space of retirement.

- Recruitment is a focus for APD, and Chief Bryant is looking for different ways or programs to attract more officers. He will bring some ideas to the future BOD meetings.
- APD partnered with the Federal Task Force last August. Operation Phoenix was created, allowing APD to take violent offenders off the street and place them in the federal system. The task force continues to meet at FBI headquarters every month to assess progress. Working alongside the District Attorney has helped minimize crime in target areas.
- Chief Bryant revealed that APD fills Buckhead with resources when needed. For Zone 2 to create a SWAT team requires more staffing, training, and time. The size of Zone 2 personnel has been compared to San Francisco's Police Department and he expressed how different the departments are from one another. Chief Bryant noted that Buckhead is targeted for crime due to their financial stability.
- Buckhead experienced the same crime problems 20 years ago with the nightclubs, but time and collaboration with the community helped minimize the problems. We are seeing the same trend happening around clubs but Chief Bryant feels confident we will be able to overcome the current issues in Buckhead.
- Chief Bryant updated us on the officers that were shot in an ambush a couple of months ago. Officer Khuong Thai, the most severely injured officer, was shot in the face. He is extremely grateful to APD for the outpouring of continued support. The second officer, Officer Joshua Lovreta, is also healing and continues to do well.

#### **Public Safety First Campaign: Marshall Freeman**

- Marshall and Dave reviewed this campaign which encompasses our 8 pillars in strategy to reduce crime through our Public Safety First.
- Dave reemphasized how important it was that all board members were on board and that the board plays a major part in getting this done.
- Marshall took a moment to thank everyone for their participation and dedication through each city council meeting to getting the PSTC passed. Calling in to make a difference and it paid off.
- We would begin with an 85-acre lot and once we have the master plan design for that area, we will be going back to the city to pull in more of the acreage in order to build out the green space. The green space would be for future horse grazing pasture room.
- At the moment the site of the future PSTC on Key Rd there are hundreds of tires, trash, cans and weeds. Described as an eye sore to the community.
- The programming of the facility is a major focus. Marshall had visited the Appleton, Wisconsin training facility for police and fire rescue and their facility was 80 acres to serve 150 police and 90 fire rescue personnel. There was a total of 29 individuals that went to look at the facility.
- Marshall commented on the conversations that have begun with the community engagement committee that will consist of HOA presidents and begin to have conversations on the area and work with them on suggestions and concerns they may have once we begin getting things happening in the area. They have expressed that the area is an eye sore and the message that has been expressed of disagreement is not true. They want to support the PSTC.
- Friday, September 17, 2021 Marshall will be walking the property with Woodruff Foundation.

- After lease is completed, we want to mobilize as soon as we can. APF will be meeting with the public safety Committee to talk through how we can get the project moving asap. Starting with demolition, then getting land disturbance permit etc. Our goal is by Fall 2023 to have most of the major components of the facility completed.
- Dave explained that this is a public private partnership with the city of Atlanta is getting the land and the Police foundation will kick it off with 60 million dollars. 40 million will be through philanthropy, 10 million from New Market Tax Credits and loan at 20 million. The debt service with 2% interest rate. We will then lease the building to the city of Atlanta at 1 million a year. The city maintains the upkeep. We are also looking in having a revenue of 2-5 million come in from trainings for surrounding agencies as well.
- Dave stressed the importance of having the business leaders in Atlanta to be behind this. He encouraged all members to be having those conversations.
- Dave mentioned that in the Spring around March is when we will prob have all Board members to go out there and see the property.
- Marshall introduced Greg McNiff and his role as VP of Programs at APF.
- Greg explained we are creating websites to help anyone that would like more information on secure neighborhood, operation shield, Comnet or how they can participate in programs.
- Greg went through new camera technology that we are testing. This includes Netwatch trailers with camera and sensors to detect motion and Verizon Brief Camera and analytics. Fusus is also a real time crime tool which is within operation shield which integrates into the VIC group. This helps reduce the crime around their business and surrounding private businesses.
- Secure Neighborhoods – unity Place is 75% complete. This consists of homes for officers as recruits within neighborhoods and deters crime while creating relationships.
- Q3 highlights include 2 closings and 3 officers approved for 3 houses in pipeline. 25 officers in homes and 19 officers are signed up for future homes.
- Marshall introduced Lakeisha Walker promoted to the VP of Youth programs, spoke to our 3<sup>rd</sup> @Promise center that will be opening soon at Campbellton Rd. The ribbon cutting is planned for Mid November.
- Lakeisha introduced a 4<sup>th</sup> location opportunity that would be located at Hank Aaron New Beginnings Academy. It would be a ground lease that connects to the school. This school is for kids that are expelled and then go here. They do not have a gymnasium or lunchroom, which we would do for the kids. 550 kids per day are located here as their last stop. This project will be on November ballot.

#### **Resource Development: Chris St.Clare**

- Chris St.Clare (Chris) shared that we are at 2021 December- 3<sup>rd</sup> year of our Vision Safe Atlanta closes up. We are at 48M YTD raised, which exceeded our initial campaign goal of 35 million.
- Public Safety First – 60 million for our next campaign goal is already met with about 27 million from lead gifts already and we are looking at 19 million in the pipeline from other donors. We have a 32 million gap for our goal. We will need to make sure we engage our other board members along with the community on this.
- Chris mentioned having the campaign cabinet and this will be co-led by Alex Taylor and Michael Russell.

- Chris emphasized the importance for us to be engaging everyone around us, activate our connections and new relationships in giving towards this effort.
- Chris mentioning our events: we completed 2 of the 5 events for the year and Field Day will not happen due to concerns with covid. We will have two events left and she encouraged everyone to be in support and invite someone that could be a support to the cause.
- Chris asked all Board Members to complete 1) 2021 Comprehensive 2) Have 2020 comprehensive pledge by Q4 board meeting 3) Have PSF campaign pledge completed by Q4 board meeting

#### **Finance & Audit: Tye Darland**

- Tye Darland shared and introduced out new VP of Finance and Administration Alecia Grimes.
- Tye confirmed that our audit was completed, with no adjustments needed.
- We have pledges of almost 15 million dollars coming in.

#### **Communications: Rob Baskin**

- Rob Baskin shared that we had a great Victory with getting the approval and pass from city council however we are still in the battle.
- Rob explained how we were able to call for our city council members to task on getting on board for the PSTC. It was important to put pressure to ensure they were listening to the right information and realize this is something that has been in talks from 4 years ago and was now time to vote in favor of.
- Rob expressed that our facility plans went through significant changes due to listening to the community suggestions and concerns. There were more than a dozen significant changes based on community input from residents and environmentalist.
- Unity and bringing people together through this are also a focus for us. We will have to continue a public dialog through the process.
- Rob mentioned that APF are holding various briefings with the mayoral candidates at APF reviewing the Public Safety First program.
- We have a Forum happening on Thursday, September 16,2021 at the Hilton Garden including, Chief Bryant, GBI, FBI, DA along with all mayoral candidates. The public is welcome to join and ask questions.
- We will be addressing youth crime at a youth summit we will be holding at one of the @- Promise centers.
- October 10, 2021 there will be a Public safety debate on WSB-TV prime time for leading mayoral candidates.
- Rob ended with reiterating the importance of each of these programs we are working on as a focus for the APF team while leading the PSTC into success.

#### **Board Discussion: Robin Loudermilk**

- Robin Loudermilk (Robin) thanked the board for attending and for their continued leadership as APF board members.
- Robin encouraged the board to sponsor 2021 events, support the new PSF and PSTC campaigns, and attend the Crime is Toast event.
- Robin adjourned the meeting at 10:05 AM.



# **EXHIBIT F**



**City of Atlanta  
Georgia**

**Ordinance  
23-O-1257**

Adopted Substitute as Amended  
Jun 5, 2023 1:00 PM

**AN ORDINANCE BY COUNCILMEMBERS DUSTIN HILLIS, BYRON D. AMOS, MARCI COLLIER OVERSTREET, HOWARD SHOOK, MATT WESTMORELAND AND MARY NORWOOD AS SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE (I) AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FISCAL YEAR 2023 GENERAL FUND BUDGET TO TRANSFER AND ALLOCATE AN AMOUNT NOT TO EXCEED THIRTY MILLION DOLLARS AND ZERO CENTS (\$30,000,000.00) IN FUNDS FROM THE UNCOMMITTED GENERAL FUND BALANCE TO SUPPORT THE CONTINUED CONSTRUCTION OF, AND IMPROVEMENTS TO, THE ATLANTA PUBLIC SAFETY TRAINING CENTER (THE "PROJECT"); (II) AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND/OR THE CHIEF FINANCIAL OFFICER TO USE PUBLIC SAFETY IMPACT FEES IN AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) FOR THE PURPOSE FUNDING THE INSTALLATION OF A GYMNASIUM FACILITY TO BE LOCATED ON THE SITE OF THE PROJECT; AND (III) WAIVING SECTION 2-1546 OF ARTICLE X (PROCUREMENT AND REAL ESTATE) OF THE CITY OF ATLANTA CODE OF ORDINANCES TO AUTHORIZE THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A LEASE-BACK AGREEMENT OR OTHER APPLICABLE AGREEMENT WITH THE ATLANTA POLICE FOUNDATION; AND FOR OTHER PURPOSES.**

Information

<b>Department:</b>	Mayor's Office	<b>Sponsors:</b>	Councilmember, District 9 Dustin Hillis, Councilmember, District 3 Byron D Amos, Councilmember, District 7 Howard Shook, Councilmember, District 11 Marci Collier Overstreet, Councilmember, District 8 Mary Norwood, Councilmember, Post 2 At Large Matt Westmoreland
<b>Category:</b>	Personal Paper	<b>Functions:</b>	None Required

Attachments

- [Printout #7\\_32709 23-O-1257 \(FC Amendment Form\)](#)

Body

**WHEREAS**, pursuant to Ordinance No. 21-O-0367, adopted by the Atlanta City Council (the "City Council") on September 7, 2021 and approved by the Mayor of the City (the "Mayor") on September 14, 2021, the City was authorized to enter into a ground lease agreement (the "Ground Lease") with the Atlanta Police Foundation ("APF") for approximately 85 acres of improved land related to the construction of a public safety training center, certain related improvements and the preservation of approximately 265 acres of greenspace (collectively, the "Project"); and

P0101

**WHEREAS**, the City and APF entered into the Ground Lease on October 12, 2021, pursuant to which the City leased to APF the land where the Project is being constructed and APF committed to obtaining financing arrangements to pay for site clearance and demolition, foundation, renovation, construction and related improvements approved by the City in connection with the development and construction of a state-of-the-art public safety training campus **in accordance with all city ordinances around opening and closing hours for public land**; and

**WHEREAS**, site clearance and restoration have, to date, removed more than 100,000 tires, preserved all hardwood trees on site, and will also include 30 acres of green space preservation within the 85 acres slated for development; and

**WHEREAS**, the Community Stakeholder Advisory Committee composed of residents representing each of the adjacent neighborhood associations, provided robust feedback that significantly altered the final design of the site plan. That incorporated feedback includes, but is not limited to, (i) relocation of firing range to the southern portion of the site, (ii) noise analysis and sound mitigation around the firing range; (iii) ensuring new firing range meets all EPA standards for quality; (iv) revision of EVOC course grading to allow natural terrain to buffer sound; (v) removal of explosives from the site; (vi) addition of pavilion and parade field for community use; (vii) meeting space for community groups; (viii) partnership with neighboring schools and youth organizations; (ix) 100-foot minimum tree buffer along residential facing areas; (x) removal of invasive plants in an effort to preserve native species; (xi) addition of security cameras and license plate readers around the site and neighborhoods; (xii) addition of street lights around the facility; (xiii) move main entrance to Constitution Road; (xiv) sidewalks around the facility to provide residential access; and (xv) addition of public parking at the site.

**WHEREAS**, pursuant to Resolution No. 21-R-4320, unanimously adopted by the City Council on December 6, 2021 and approved per City Charter 2-403 on December 15, 2021, the Chief Financial Officer was authorized to research and identify optimal funding sources and prepare appropriate legislation for consideration by the City Council in connection with funding certain components of the Project to be completed by the City; and

**WHEREAS**, the Chief Financial Officer desires to transfer from the fiscal year 2023 uncommitted general fund balance an amount not to exceed Thirty Million Dollars and Zero Cents (\$30,000,000.00) to fund the components of the Project to be completed by the City, and will research, identify and implement optimal funding sources to replenish the uncommitted general fund balance in an amount not to exceed Thirty Million Dollars and Zero Cents (\$30,000,000.00), from lawfully available sources, including, but not limited to, lease-purchase, installment sale or bond financing, subject to all requirements of State and local laws and regulations; provided, however, that the aggregate principal amount of any such indebtedness shall not exceed \$30,000,000.00, the interest rate shall not exceed 6.50% per annum, and the maturity date shall not exceed 30 years from the date of incurrence of such indebtedness; and

**WHEREAS**, pursuant to Ordinance 21-O-0367 and the Ground Lease, (i) upon the expiration or earlier termination of the term of the Ground Lease, all rights and interests in the Property and improvements thereon will vest in the City, and (ii) upon APF's completion of the improvements described in the Ground Lease, APF will execute a lease-back agreement or other applicable agreement whereby APF will lease and deliver occupancy and operation of the Project to the City; and

**WHEREAS**, upon completion of all phases of the Project, the training provided to the Atlanta Police Department shall include or continue to include, but is not limited to, (i) full integration of pre-arrest diversion response to non-violent misdemeanor incidents, (ii) racial, gender, and sexual orientation anti-bias training, (iii) de-escalation training especially with respect to traffic stops, (iv) accurate reporting of use of force incidents, (v) best practices in responding to individuals who may be experiencing severe mental illness and resolving such incidents without fatal outcomes, (vi) addressing gangs and gun violence, including mass shootings; (vii) protecting free speech and the right to publicly and peacefully dissent; (viii) building genuine relationships at the community level; (ix) reducing street racing and auto crimes; (x) going beyond minimum legal standards governing use of force by incorporating recommendations made in the Atlanta Police Department April 2022

P0102

Agency Review and Assessment, including the Police Executive Forum's 30 Guiding Principles on Use of Force; and (xi) ensuring officers are aware of and encouraged to avail themselves to officer wellness programs and support; and

**WHEREAS**, use of this site by any non-City of Atlanta entity will be prohibited unless authorized by a Memorandum of Understanding approved by the Atlanta City Council; and

**WHEREAS**, the City recommits that, following completion of the Project, no explosives or helicopter activities will be permitted on site; and

**WHEREAS**, development on site will always be limited to the 85 acres assigned for development and will never encroach on the 265 acres dedicated to preserved and publicly accessible greenspace;

**WHEREAS**, the City will work to acquire and protect at least 85 additional forested acres within the South River Forest area for public access; and

**WHEREAS**, the South River Forest concept unites existing greenspaces in southwest DeKalb County and southeast Atlanta and the neighborhoods nestled around them into a distinct, definable area that protects the over 60,000 native trees which make up the forest’s canopy, restores the quality of the South River and its tributaries, supports the economic mobility of community members, and provide additional recreation and transportation options for forest communities. When implemented, the result will be a roughly 3,500-acre territory where nature is woven into the built environment, creating spaces that are unprecedented within Atlanta’s perimeter highway; and

**WHEREAS**, the City and APF desire that, at the appropriate time, they will enter into a lease-back agreement or other applicable agreement; and

**WHEREAS**, completion of all phases of the Project are necessary to, among other things, (i) improve morale, retention, recruitment, and training for Atlanta Police Department and Atlanta Fire and Rescue Department professionals, (ii) encourage community engagement, and (iii) welcome the community into the public spaces around the public safety training facilities; and

**WHEREAS**, the City also desires to authorize the use of public safety impact fees in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) to provide funding for the construction and improvement of a gymnasium facility (“Gymnasium Facility”) located on the Project site for use by public safety employees and for certain community programming activities, including, but not limited to, The Atlanta Police Athletic League (PAL).

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

**Section 1.** That the Chief Financial Officer, or his designee, is hereby authorized to amend the Fiscal Year 2023 General Fund Budget by transferring part of the Uncommitted Fund Balance in an amount not to exceed Thirty Million Dollars and Zero Cents (\$30,000,000.00) by anticipating and appropriating funds, as follows:

**ADD TO ANTICIPATIONS**

FUND	DEPT/ORG	ACCOUNT	F/A CODE	PROJECT	FUND SRC	AMOUNT
1001	000002	3890032	0000000	000000	00000	\$30,000,000.00
General Fund	NDP Reservation of Fund Appropriations	Intrafund Transfer	Default	Default	Default	

**ADD TO APPROPRIATIONS**

**P0103**

FUND	DEPT/ORG	ACCOUNT	F/A CODE	PROJECT	FUND SRC	AMOUNT
1001	200101	6110049	1512000	000000	00000	\$30,000,000.00
General	NDP Reservation of Fund Appropriations	Operating Transfer Out to Fund 3503	Accounting	Default	Default	

#### ADD TO ANTICIPATIONS

FUND	DEPT/ORG	ACCOUNT	F/A CODE	PROJECT	FUND SRC	AMOUNT
3503	240202	3912001	3260000	400172	92605	\$30,000,000.00
Capital Finance	ADP - Police Stations & Building	Operating Transfer From Fund 1001	Police Stations and Building	24- Atlanta Public Safety Training	3503 - Atlanta Public Safety Training	

#### ADD TO APPROPRIATIONS

FUND	DEPT/ORG	ACCOUNT	F/A CODE	PROJECT	FUND SRC	AMOUNT
3503	240202	5999999	3260000	400172	92605	\$30,000,000.00
Capital Finance Fund	ADP - Police Stations & Building	Projects and Grants	Police Stations and Building	24- Atlanta Public Safety Training	3503 - Atlanta Public Safety Training	

**Section 2.** That the Chief Financial Officer, or his designee is authorized to transfer said amount not to exceed Thirty Million Dollars and Zero Cents (\$30,000,000.00) to the Atlanta Police Foundation in two or more installments for the purpose of constructing a public safety training center, certain related improvements, and the preservation of approximately 265 acres of greenspace.

**Section 3.** That the Chief Financial Officer, or his designee, is hereby authorized to research, identify and implement optimal funding sources to replenish the uncommitted general fund balance in an amount not to exceed Thirty Million Dollars and Zero Cents (\$30,000,000.00), from lawfully available sources, including, but not limited to, lease-purchase, installment sale or bond financing, subject to all requirements of State and local laws and regulations; provided, however, that the aggregate principal amount of any such indebtedness shall not exceed \$30,000,000.00, the interest rate shall not exceed 6.50% per annum, and the maturity date shall not exceed 30 years from the date of incurrence of such indebtedness. The Chief Financial Officer shall present a report to the Finance/Executive Committee highlighting the final terms of the financing mechanism and the replenishment of the uncommitted general fund balance.

**Section 4.** That the Chief Financial Officer, or his designee, is hereby authorized to transfer public safety impact fees in an amount not to exceed One Million Dollars and Zero Cents (\$1,000,000.00) to the Atlanta Police Foundation to provide funding for the construction and improvement of the Gymnasium Facility, notwithstanding any other ordinance or policy, said funds to be charged to and paid from the account numbers listed below.

FUND	DEPT/ORG	ACCOUNT	F/A CODE	PROJECT	FUND SRC	AMOUNT
3502	240202	5999999	3260000	101630	91110	\$1,000,000.00
General Government Capital Fund	ADP - Police Stations & Building	Projects and Grants	Police Stations & Building	Police Academy Expansion	Police Development Recoup Fees	

**Section 5.** The requirements of Section 2-1546 of Article X (Procurement and Real Estate) of the City of Atlanta Code of Ordinances are hereby waived such that the Mayor or his designee, on behalf of the City, shall be authorized to enter into the lease-back agreement or other applicable agreement.

**Section 6.** The lease-back agreement or other applicable agreement, or any other necessary agreement, shall not become binding upon the City and the City will incur no obligation or liability thereunder until such agreement has been approved by the City Attorney or her designee as to form, executed by the Mayor or his

P0104

designee, attested to by the Municipal Clerk or his or her designee, and duly authorized and executed by APF, and delivered to APF.

**Section 7.** That the Chief Financial Officer is hereby authorized to amend the Fiscal Year 2023 Budget for the purpose of providing funding for the Project.

**Section 8.** The City Attorney or her designee is hereby authorized and directed to prepare, or cause the preparation of, all such documents, certificates or agreements as may be necessary or desirable to effect the purpose and intent of this ordinance and to consummate the transactions contemplated hereby, including, but not limited to, the lease-back agreement or other applicable agreement, the completion of the Project and compliance with the terms of the Ground Lease.

**Section 9.** From and after the date of adoption of this ordinance, the Mayor, Chief Financial Officer and other appropriate officers, agents and employees of the City are hereby authorized to do all such acts and things, and to execute and deliver all such documents, certificates or agreements as may be necessary or desirable to effect the purpose and intent of this ordinance and to consummate the transactions contemplated hereby, including, but not limited to, the lease-back agreement or other applicable agreement. All acts and doing of such officers, agents and employees of the City which are in conformity with the purposes and intents of this ordinance shall be, and the same hereby are, in all respects approved and confirmed.

**Section 10.** In case any one or more of the provisions of this ordinance shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof unless expressly so held, but this ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein, and this ordinance shall be construed to adopt, but not to enlarge upon, all applicable provisions of Georgia law, and, if any provisions hereof conflict with any applicable provision of such law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

**Section 11.** Any and all ordinances or resolution or parts of ordinances or resolutions in conflict with this ordinance shall be and the same hereby are waived to the extent of the conflict only, and this ordinance shall be in full force and effect from and after its adoption.

## Meeting History

**May 15, 2023 1:00 PM Video** **Atlanta City Council** **Regular Meeting**  **Draft**

REFERRED TO FINANCE/EXECUTIVE COMMITTEE WITHOUT OBJECTION

**RESULT: REFERRED WITHOUT OBJECTION**

**May 24, 2023 1:00 PM Video** **Finance/Executive Committee** **Regular Committee Meeting**  **Draft**

**RESULT: FAVORABLE ON SUBSTITUTE [5 TO 1]**

**MOVER:** Dustin Hillis, District 9

**SECONDER:** Howard Shook, District 7

**AYES:** Alex Wan, Dustin Hillis, Marci Collier Overstreet, Howard Shook, Matt Westmoreland

**NAYS:** Liliana Bakhtiari

**ABSTAIN:** Jason H Winston

**Jun 5, 2023 1:00 PM Video** **Atlanta City Council** **Regular Meeting**  **Draft**

Councilmember Farokhi made a Motion to Amend 23-O-1257. It was Seconded by Councilmember Norwood and the Motion CARRIED by a roll call vote of 12 yeas; 2 nays. Following, Councilmember Wan made a Substitute Motion to Refer the item back to the Finance/Executive Committee. It was Seconded by Councilmember Bakhtiari and the Motion FAILED by a roll call vote of 4 yeas; 11 nays. Chairperson Wan then made a Motion to Adopt as Amended. It was Seconded by Councilmember Hillis and the Motion CARRIED by a roll call vote of 11 yeas; 4 nays.

ADOPTED SUBSTITUTE AS AMENDED BY A ROLL CALL VOTE OF 11 YEAS; 4 NAYS

**P0105**

**RESULT:** **ADOPTED SUBSTITUTE AS AMENDED [11 TO 4]**  
**MOVER:** Alex Wan, Councilmember, District 6  
**SECONDER:** Dustin Hillis, Councilmember, District 9  
**AYES:** Michael Julian Bond, Matt Westmoreland, Jason H Winston, Amir R Farokhi, Byron D Amos, Alex Wan, Howard Shook, Mary Norwood, Dustin Hillis, Andrea L. Boone, Marci Collier Overstreet  
**NAYS:** Keisha Sean Waites, Jason Dozier, Liliana Bakhtiari, Antonio Lewis

## Transcript

**May 24, 2023 1:00 PM**



**Finance/Executive Committee**

**Regular Committee Meeting**

[Show prev 60 sec](#)

**P0106**

# **EXHIBIT G**



From:	"Gordon, Lisa Y" <lygordon@atlantaga.gov>
To:	"Atta, Kwadwo A." <katta@atlantaga.gov>
Date:	Tue, Jul 19, 2022 16:38
Subject:	RE: 0839.0031 APSTC Plats Approved

Hi Kwadwo,

This is approved for Remy Santil to sign on behalf of the City since we are the owner of the property and his department handles the city's assets. Thanks, Lisa

**Lisa Y. Gordon, CPA | Chief Operating Officer**

City of Atlanta | Office of the Mayor | 55 Trinity Avenue SW | Atlanta, GA 30303

Phone: 404-330-6100|Mobile: 470.773.7639 | Email: [lygordon@atlantaga.gov](mailto:lygordon@atlantaga.gov)



---

**From:** Atta, Kwadwo A. <KAtta@atlantaGA.gov>  
**Sent:** Tuesday, July 19, 2022 3:27 PM  
**To:** Gordon, Lisa Y <lygordon@AtlantaGa.Gov>  
**Subject:** RE: 0839.0031 APSTC Plats

Hi Lisa,

Any chance getting me feedback today? This document is due today if possible.

Thank you

**Kwadwo A. Atta, MBA, PMP**

Dep. Chief Operating Officer

Phone: 404-546-0131|Mobile: 470.583.9406

City of Atlanta | Office of the Mayor | 55 Trinity Avenue SW | Atlanta, GA 30303

---

**From:** Gordon, Lisa Y <[lygordon@AtlantaGa.Gov](mailto:lygordon@AtlantaGa.Gov)>

P0107

**Sent:** Tuesday, July 19, 2022 7:42 AM  
**To:** Atta, Kwadwo A. <[KAtta@atlantaGA.gov](mailto:KAtta@atlantaGA.gov)>  
**Subject:** Re: 0839.0031 APSTC Plats

Hi Kwadwo,

Let me check how it's been done previously so there is consistency standby. If the Mayor designates someone I believe it needs to be in writing and normally there is a DocuSign to route for signatures. Thanks, Lisa

Sent from my iPhone

| On Jul 18, 2022, at 10:08 PM, Atta, Kwadwo A. <[KAtta@atlantaga.gov](mailto:KAtta@atlantaga.gov)> wrote:

Hello Lisa,

I am not sure how these signatory delegation works. Let me know if it's OK for Remy to sign this. Please see highlighted section. Thank you.

Kwadwo

---

**From:** Saintil, Remy <[rsaintil@AtlantaGa.Gov](mailto:rsaintil@AtlantaGa.Gov)>  
**Date:** Monday, July 18, 2022 at 5:16 PM  
**To:** Atta, Kwadwo A. <[KAtta@atlantaGA.gov](mailto:KAtta@atlantaGA.gov)>  
**Subject:** FW: 0839.0031 APSTC Plats

Kwadwo-

See the thread below. We are ok with the combination and buffer. I am ready to sign once I get the green light from you.

**Remy Saintil, CAM | Commissioner**

City of Atlanta | Department of Enterprise Asset Management

68 Mitchell Street, Suite 1225, Atlanta, GA 30303

404.865.8574 (O) | 470.453.3690 (M) | 404.635.5090 (e-Fax)

[rsaintil@atlantaga.gov](mailto:rsaintil@atlantaga.gov)

Call 404-546-0000 for Facility Services

P0108

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**From:** Wilson, Donna <[dpwilson@AtlantaGa.Gov](mailto:dpwilson@AtlantaGa.Gov)>  
**Sent:** Monday, July 18, 2022 5:11 PM  
**To:** Saintil, Remy <[rsaintil@AtlantaGa.Gov](mailto:rsaintil@AtlantaGa.Gov)>  
**Cc:** Davis, Chris <[cadavis@atlantaga.gov](mailto:cadavis@atlantaga.gov)>  
**Subject:** FW: 0839.0031 APSTC Plats  
**Importance:** High

Remy,

Assuming DEAM is okay with the proposed lot combination and pursuing the stream buffer variance, I recommend that you follow-up with the Mayor's Office to confirm if you can sign as the Mayor's designee. The attached legislation states in Section 5 that the Mayor, or designee, is authorized to execute any other agreements, documents, or instruments necessary or desirable to consummate the transaction contemplated by the Ordinance and the Ground Lease.

Thanks.

**Donna M. Wilson, Division Chief**

**City of Atlanta Department of Law – Real Estate Division**

55 Trinity Avenue, Suite 5000 Atlanta, GA 30303

Office: 404 546-4139 Cell: 404-852-2681

[dpwilson@atlantaga.gov](mailto:dpwilson@atlantaga.gov)

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**From:** Saintil, Remy <[rsaintil@AtlantaGa.Gov](mailto:rsaintil@AtlantaGa.Gov)>  
**Sent:** Friday, July 15, 2022 1:15 PM  
**To:** Wilson, Donna <[dpwilson@AtlantaGa.Gov](mailto:dpwilson@AtlantaGa.Gov)>

P0109

**Cc:** Davis, Chris <[cadavis@atlantaga.gov](mailto:cadavis@atlantaga.gov)>

**Subject:** FW: 0839.0031 APSTC Plats

**Importance:** High

Donna-

See below. Please review the attached documents and let me know what needs to occur in order for me to sign.

Thanks,

**Remy Saintil, CAM | Commissioner**

City of Atlanta | Department of Enterprise Asset Management

68 Mitchell Street, Suite 1225, Atlanta, GA 30303

404.865.8574 (O) | 470.453.3690 (M) | 404.635.5090 (e-Fax)

[rsaintil@atlantaga.gov](mailto:rsaintil@atlantaga.gov)

Call 404-546-0000 for Facility Services

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**From:** Alan Williams <[awilliams@atlantapolicfoundation.org](mailto:awilliams@atlantapolicfoundation.org)>

**Sent:** Friday, July 15, 2022 10:09 AM

**To:** Saintil, Remy <[rsaintil@AtlantaGa.Gov](mailto:rsaintil@AtlantaGa.Gov)>; Davis, Chris <[cadavis@atlantaga.gov](mailto:cadavis@atlantaga.gov)>

**Cc:** Marshall Freeman <[mfreeman@atlantapolicfoundation.org](mailto:mfreeman@atlantapolicfoundation.org)>; Tony Kenney <[tonykenney@ls3p.com](mailto:tonykenney@ls3p.com)>; Josh Carnes <[jcarnes@eberly.net](mailto:jcarnes@eberly.net)>; Bree Caldwell <[bcaldwell@davinci-dev.com](mailto:bcaldwell@davinci-dev.com)>; Alan Williams <[awilliams@atlantapolicfoundation.org](mailto:awilliams@atlantapolicfoundation.org)>

**Subject:** [EXTERNAL] Fw: 0839.0031 APSTC Plats

**Remy and Chris,**

**Good seeing you guys yesterday. Exciting project.**

**As discussed, we have three documents that require a City signature. They have been requested by DeKalb County Site Development in order to receive our Land Disturbance Permit. They are fairly simple documents.**

P0110

Lot consolidation and boundary adjustment. This is required due to the current three parcels located in our proposed development all owned by the City of Atlanta. The County is requiring this due to the potential lot lines not allowing the proper setbacks for our development. It also cleans up the parcels. All documents are signed by a Registered Professional Engineer.

1. Lot combination document prepared by Long Engineering. This document combines Parcel 1 with Parcel 2 to create a new Parcel combination.
2. Lot boundary adjustment document prepared by Long Engineering. This document adjusts the new combined parcel east boundary to the outer edge of our current development.

Administrative Variance to allow our new bridge to be constructed within the stream buffer. This was also recommended and required by the County. We originally had two bridges designed but with recommendations from the County we reduced to one.

Once given the approval, I would like to print out the documents and meet to obtain signatures. As discussed, I will be out of town next Tuesday through Friday. I would like to get the signatures on Monday if at all possible.

Once again, thanks for all of your help on this project.

Thanks,

Alan Williams  
770-354-3392

# **EXHIBIT H**

**From:** [Kristen Settle mire](#)  
**To:** [Samantha Chariz Hamilton](#)  
**Cc:** [Clare Norins](#); [Allyson Veile](#); [Ashley Nicole Fox](#)  
**Subject:** RE: Open Records Act Complaint  
**Date:** Thursday, October 5, 2023 3:40:54 PM  
**Attachments:** [image001.png](#)

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[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

Hi Samantha,

I hope this email finds you well. We have made the Atlanta Police Foundation aware of the complaint as a courtesy. However, we are unable to mediate the complaint due to a pending criminal case.

Kind regards,  
Kristen Settle mire

---

**From:** Samantha Chariz Hamilton <Samantha.Hamilton@uga.edu>  
**Sent:** Thursday, September 28, 2023 1:26 PM  
**To:** Kristen Settle mire <KSettle mire@LAW.GA.GOV>  
**Cc:** Clare Norins <cnorins@uga.edu>; Allyson Veile <Allyson.Veile@uga.edu>; Ashley Nicole Fox <Ashley.Fox1@uga.edu>  
**Subject:** RE: Open Records Act Complaint

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Hello Kristen,

I hope you've been well. Do you have an update on the Atlanta Police Foundation matter? Please let me know if there are any additional documents I can provide.

Best,

**Samantha C. Hamilton**  
Georgia Journalism & Access Project Attorney  
First Amendment Clinic  
University of Georgia School of Law  
Ph: (706) 542-9003  
Email: [Samantha.Hamilton@uga.edu](mailto:Samantha.Hamilton@uga.edu)  
[Profile](#) / [Clinic web page](#)



**First Amendment Clinic**  
*School of Law*  
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P0112

**please notify me immediately and delete the email and any attachments, without copying or further disseminating.**

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**From:** Kristen Settlemire <[KSettlemire@LAW.GA.GOV](mailto:KSettlemire@LAW.GA.GOV)>  
**Sent:** Thursday, September 14, 2023 12:36 PM  
**To:** Samantha Chariz Hamilton <[Samantha.Hamilton@uga.edu](mailto:Samantha.Hamilton@uga.edu)>  
**Cc:** Clare Norins <[cnorins@uga.edu](mailto:cnorins@uga.edu)>; Allyson Veile <[Allyson.Veile@uga.edu](mailto:Allyson.Veile@uga.edu)>; Ashley Nicole Fox <[Ashley.Fox1@uga.edu](mailto:Ashley.Fox1@uga.edu)>  
**Subject:** RE: Open Records Act Complaint

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

Hi Samantha,

I actually think the summary provided in your letter will be sufficient and will keep you posted if we ultimately need the requests. I will let you know if we have any other questions that arise in working on this matter.

Thank you,  
Kristen

---

**From:** Samantha Chariz Hamilton <[Samantha.Hamilton@uga.edu](mailto:Samantha.Hamilton@uga.edu)>  
**Sent:** Thursday, September 14, 2023 12:25 PM  
**To:** Kristen Settlemire <[KSettlemire@LAW.GA.GOV](mailto:KSettlemire@LAW.GA.GOV)>  
**Cc:** Clare Norins <[cnorins@uga.edu](mailto:cnorins@uga.edu)>; Allyson Veile <[Allyson.Veile@uga.edu](mailto:Allyson.Veile@uga.edu)>; Ashley Nicole Fox <[Ashley.Fox1@uga.edu](mailto:Ashley.Fox1@uga.edu)>  
**Subject:** RE: Open Records Act Complaint

Hello Ms. Settlemire,

Thank you for your prompt response. I am attaching the letter the UGA First Amendment Clinic sent to the City of Atlanta's Chief Transparency Officer, which outlines our clients' ORA requests. I am also attaching the Transparency Officer's response.

If you'd like to see PDFs of the requests themselves, I would be happy to compile them in a folder and share them. Would that be preferable?

Best,

**Samantha C. Hamilton**  
Georgia Journalism & Access Project Attorney  
First Amendment Clinic  
University of Georgia School of Law  
Ph: (706) 542-9003  
Email: [Samantha.Hamilton@uga.edu](mailto:Samantha.Hamilton@uga.edu)  
[Profile](#) / [Clinic web page](#)

P0113





## First Amendment Clinic

*School of Law*

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---

**From:** Kristen Settlemire <[KSettlemire@LAW.GA.GOV](mailto:KSettlemire@LAW.GA.GOV)>

**Sent:** Thursday, September 14, 2023 12:20 PM

**To:** Samantha Chariz Hamilton <[Samantha.Hamilton@uga.edu](mailto:Samantha.Hamilton@uga.edu)>

**Subject:** Open Records Act Complaint

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

Dear Ms. Hamilton,

I hope this email finds you well. I am in receipt of your Open Records Act complaint against the Atlanta Police Foundation. If you can forward me the requests and any other relevant documentation, I would be happy to review and see if our office can help. Thank you for your assistance, and I look forward to hearing from you soon.

Kind regards,

Kristen Settlemire

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