

**FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING**

January 8, 2025
10:00 AM

Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, Commissioner (District 2)
Dana Barrett, Commissioner (District 3)
Mo Ivory, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Vice Chair (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA

25-0001 Board of Commissioners

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

25-0002 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Edna Lafayette Moffett Remembrance Day.” **(Hall)**
December 17, 2024

Proclamation recognizing “Christopher Williams Appreciation Day.” **(Hall)**
December 28, 2024

Proclamation recognizing “Michael Blackson Appreciation Day.” **(Abdur-Rahman)**
December 29, 2024

Commissioners' District Board Appointments

**25-0003 Board of Commissioners
COMMISSION ON DISABILITY AFFAIRS**

The Commission on Disability Affairs shall consist of a total of sixteen (16) members to serve staggered two (2) year terms and appointed as follows:

Each member of the Board of Commissioners shall appoint two (2) members; one of them said appointees shall have an initial term, of one (1) year; No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Commission for Disability Affairs; The Commission on Disability Affairs shall appoint two (2) members, who receive the consent of the majority of the members of the Commission on Disability Affairs and one (1) of the appointees shall have an initial term of one (1) year.

The Commission on Disability Affairs appointees shall be made for the purpose of maintaining diversity.

Term = Staggered two (2) year terms

Term below expires: 12/31/2024
Vernitia Shannon (**Abdur-Rahman**)

Vice Chair Abdur-Rahman has nominated Vernitia Shannon for a District reappointment to a term ending December 31, 2026.

**25-0004 Board of Commissioners
COMMISSION ON DISABILITY AFFAIRS**

Term = Staggered two (2) year terms

Term below expired: 12/31/2021
Vacant (**Arrington**)

Commissioner Arrington has nominated Tina Nechelle Aldridge for a District appointment to a term ending December 31, 2025.

25-0005 Board of Commissioners
COMMISSION ON DISABILITY AFFAIRS

Term = Staggered two (2) year terms

Term below expired: 12/31/2022

Vacant (**Arrington**)

Commissioner Arrington has nominated Tara Miller for a District appointment to a term ending December 31, 2026.

25-0006 Board of Commissioners
ANIMAL WELFARE HEARING BOARD

The Animal Welfare Hearing Board shall consist of seven (7) members appointed by the Board of Commissioners. Each Commissioner shall appoint one member to serve for two years. Thereafter, all members may be appointed for an additional term of three years and until their successors are appointed.

Term = 2 Years/3 Years

Commissioner Arrington has nominated Pamela Harvey for a District appointment to a term ending December 31, 2027.

25-0007 Board of Commissioners
FULTON COUNTY BOARD OF ZONING APPEALS

The Board of Zoning Appeals shall consist of seven (7) members appointed by the Board of Commissioners of Fulton County. The term of each member shall coincide with that of the District Commissioner who appointed the member to serve on the Board of Zoning Appeals. Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall be removable for cause by the Board of Commissioners of Fulton County upon written charges and after a public hearing. The members of the Board shall be compensated as fixed by the Board of Commissioners of Fulton County. None of the members shall hold any other public office or position in Fulton County, except that one member may also be a member of the Fulton County Community Zoning Board.

Term = The term of each member shall coincide with that of the District Commissioner who appointed the member to serve on the Board of Zoning Appeals.

Term below expired: 12/31/2014
Vacant (**Arrington**)

Commissioner Arrington has nominated Victoria Rogers for a District appointment to a term ending December 31, 2026.

25-0008 Board of Commissioners
FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024
Eldson McGhee (**Arrington**)

Commissioner Arrington has nominated Eldson McGhee for a District reappointment to a term ending December 31, 2027.

25-0009 Board of Commissioners

FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

The Veterans Commission shall have the following members: Each Commissioner shall appoint two (2) members. Such appointees shall be residents of, or work in Fulton County and shall have military experience or expertise in the areas affecting military veterans. Veterans Commission shall serve three (3) year terms, with such term subject to the discretion of the appointing Commissioner, who can remove a member for cause, otherwise such member may continue to serve beyond his/her term until a successor is appointed.

Term = 3 Years

Term below expired: 12/31/2024Walter Mitchell (**Abdur-Rahman**)

Vice Chair Abdur-Rahman has nominated Walter Mitchell for a District reappointment to a term ending December 31, 2027.

25-0010 Board of Commissioners

FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

Term = 3 Years

Term below expired: 12/31/2024Anthony Merritt (**Arrington**)

Commissioner Arrington has nominated Anthony Merritt for a District reappointment to a term ending December 31, 2027.

25-0011 Board of Commissioners

FULTON-DEKALB HOSPITAL AUTHORITY D/B/A GRADY HEALTH SYSTEM

Consists of ten (10) trustees (members). The Board of Commissioners of Fulton County appoints seven (7) trustees (members) and the Board of Commissioners of DeKalb County appoints three (3). (See Fulton County Code § 13-2-11). The Fulton County Code does not prescribe the method of appointment; however, historically, each Commissioner has appointed one person to serve.

Term = 4 years

Term below expired: 12/31/2024Thomas W. Dortch, III (**Abdur-Rahman**)

Vice Chair Abdur-Rahman has nominated Sandra De Shields Hightower for a District appointment to a term ending December 31, 2028.

25-0012 Board of Commissioners

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS
CITIZEN REVIEW PANEL**

The CDBG Allocation Process Citizen Review Panel shall consist of fourteen (14) citizens. Each Commissioner shall appoint two (2) members from his/her district for a two (2) year term, subject to ratification by the Board of Commissioners. Such term shall not extend beyond the term set for the Commissioner who made the appointment. Panel members may be reappointed to serve additional terms.

Term = 2 years

Term below expired: 12/31/2018

Vacant (**Arrington**)

Commissioner Arrington has nominated Kemi Inegbedion for a District appointment for a term ending December 31, 2026.

25-0013 Board of Commissioners

FULTON COUNTY COMMUNITY ZONING BOARD

The Fulton County Board of Commissioners shall appoint seven (7) members to a Community Zoning Board for unincorporated Fulton County. Each member of the Fulton County Board of Commissioners shall nominate, for full Board approval, a member to the Community Zoning Board. From the membership of the Community Zoning Board, the Board of Commissioners shall appoint a Chair and Vice-Chair to serve no more than two (2) years. Members of the Community Zoning Board serve at the pleasure of the Board of Commissioners and may be removed upon motion of the nominating Commissioner and affirmative vote of a majority of the Board of Commissioners.

Term = The members shall serve a term consistent with that of the member of the Board of Commissioners making the nomination. Members shall serve no more than two (2) terms, either consecutive or non-consecutive.

Term below expired: 12/31/2014

Vacant (**Arrington**)

Commissioner Arrington has nominated Giavani Vickers for a District appointment to a term ending December 31, 2026.

Open & Responsible Government**25-0014 Real Estate and Asset Management**

Request approval of a Resolution authorizing a Neighborhood Service Center Lease Agreement between the City of Atlanta (Lessor) and Fulton County (Lessee) for the County's continued use of approximately 5,237 rentable square feet of office space at 215 Lakewood Way, SW, Atlanta, Georgia, for the Bethlehem Neighborhood Senior Center, from January 1, 2025 through December 31, 2025; authorizing the Chairman to execute the Lease Agreement; authorizing the County Attorney to approve the Lease Agreement as to form prior to execution; and for other purposes.

25-0015 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 5792 square feet to Fulton County, a political subdivision of the State of Georgia, from the Georgia Power Company, for the purpose of constructing the Georgia Power Encroachment Project at 0 Stonewall Tell Road, South Fulton, Georgia 30349.

25-0016 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 47,729 square feet to Fulton County, a political subdivision of the State of Georgia, from EdgeconneX ATL 11, LLC for the purpose of constructing the EDCATL11 Project at Stonewall Tell Road # R, Union City, Georgia 30349.

25-0017 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 56,215.27 square feet to Fulton County, a political subdivision of the State of Georgia, from the Toll Southeast LP Company, Inc., for the purpose of constructing the Hawthorn Subdivision Project at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

25-0018 Real Estate and Asset Management

Request approval of a Water Easement Dedication of 69,328.49 square feet to Fulton County, a political subdivision of the State of Georgia, from Toll Southeast LP Company, Inc., for the purpose of constructing the Hawthorn Subdivision Project at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

Arts and Libraries**25-0019 Library**

Request approval of a Resolution to accept the name change of the East Point Library to the William H. McClure Library at East Point. Mr. McClure was a fixture in the East Point community and a former Library Board of Trustees member.

Health and Human Services**25-0020 Department for HIV Elimination**

Request approval to extend an existing “Ryan White Part A” service contracts for a three-month period from March 1, 2025, through May 31, 2025, and, subject to federal funding, amend existing contracts to increase the spending authority of “Ryan White Part A” subrecipients in the amount of \$5,650,169.00 pursuant to the Health Resources and Services Administration “Ryan White Part A” award H89HA00007. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

25-0021 Department for HIV Elimination

Request approval to extend existing “Ending the HIV Epidemic” service contracts for a three-month period from March 1, 2025, through May 31, 2025, and, subject to federal funding, amend existing contracts to increase the spending authority of “Ending the HIV Epidemic” subrecipients in the amount of \$836,630.00 pursuant to the Health Resources and Services Administration “Ending the HIV Epidemic” award UT8HA3393. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

FIRST REGULAR MEETING AGENDA**25-0023 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0022 Board of Commissioners

Appointment of the Vice-Chairman.

Appointment of the Vice-Chairman of the Fulton County Board of Commissioners for a one-year term, in accordance to the current Fulton County Code § 101-36 (b), amended by the Board on October 20, 2021 (Item #21-0839).

25-0024 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, December 4, 2024

Second Regular Meeting Post Agenda Minutes, December 18, 2024

25-0025 Board of Commissioners

Presentation of Proclamations and Certificates.

PUBLIC HEARINGS

25-0026 Board of Commissioners

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting. **Priority for public comment will be given to Fulton County citizens and those individuals representing businesses or organizations located within Fulton County, including their employees, whether such persons are commenting in-person, via emails or via Zoom or other electronic media (i.e., phone call). Non-Fulton County citizens will only be heard after all in-person Fulton County citizens, representatives of business and organizations located within Fulton County, including their employees, have been heard and the time allotted for public comment has not expired, except as otherwise provided in this code section. County staff shall verify the residency of each public speaker prior to such person being heard by the board. Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed sixty (60) minutes at the First Regular Meeting, nor will this portion exceed sixty (60) minutes at the Second Regular Meeting.** In the event the 60-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

PRESENTATIONS TO THE BOARD

Invest Atlanta

25-0027 Board of Commissioners
Invest Atlanta Briefing

COUNTY MANAGER'S ITEMS

Open & Responsible Government

25-0028 Finance
Review and approve the FY2025 Final Adopted Budget and FY2025 Budget Resolution.

24-0901 External Affairs

Request approval to amend and extend an existing contract - Reparations Taskforce Fiscal Agent Agreement in an amount not to exceed \$40,000.00 with the Atlanta University Center Consortium, Atlanta, GA, to serve as the Fiscal Agent for the feasibility study and provide community outreach on behalf of the Fulton County Reparations Taskforce. This is not a request for additional funding, but is to utilize existing funds for necessary services. Effective upon BOC approval through June 30, 2025. **(MOTION TO APPROVE FAILED ON 12/18/24)**

25-0029 Real Estate and Asset Management

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000183-0006, Police Pursuit and Special Services Vehicles in the total amount not to exceed \$161,655.00 with Smyrna-F, LLC dba Wade Ford, to purchase and deliver three (3) 2025 Ford F150 Police Responder 4x4 trucks, 5.5 box, 145" WB XL (W1P) for the Fulton County Emergency Management, Aircraft Rescue and Firefighting Station (ARFF). This is a one-time procurement.

25-0030 Real Estate and Asset Management

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, Cooperative Omnia Partners, Contract # 159498 - Public Safety, Preparedness, Safety Equipment and Solutions with Mallory Safety and Supply LLC (Longview, WA) in an amount not to exceed \$190,528.00 to provide Cardiac Science Automated External Defibrillators (AEDs) and accessories to ensure State of Georgia life/safety equipment compliance countywide in all Fulton County facilities. Effective upon BOC approval.

Health and Human Services**25-0031 Public Works**

Request approval of the lowest responsible bidders - Department of Public Works, 24ITB091324K-CRB, Standby Miscellaneous Construction Wastewater System Services in an amount not to exceed \$14,000,000.00 with (A) Site Engineering, Inc., (Atlanta, GA) in an amount not to exceed \$3,400,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,600,000.00; (C) Sol Construction, LLC, (Atlanta, GA) in an amount not to exceed \$3,800,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,200,000.00; to provide standby miscellaneous construction wastewater system services. Effective January 1, 2025, through December 31, 2025, with two renewal options.

25-0032 Public Works

Request approval of extend an existing contract - Public Works Department, 22ITB136410K-BKJ, Pine Valley Phase 2A Interceptor Sewer Replacement at no additional cost for extension of "time only" with Wade Coats Company, Inc (Austell, GA) to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30" to 48" RCP gravity sewer pipe with 54" HOBAS fiberglass pipe and epoxy coated precast concrete manholes. Effective upon Boc approval through March 31, 2025.

Justice and Safety**24-0906 Purchasing and Contract Compliance**

Request approval for the procurement of supplies and equipment required for residents housed in the County's Jail facilities in a total amount not to exceed \$2,239,975.02 with various vendors identified in Exhibit 1 attached to this package and incorporated hereto. Funding is provided in the inmate services unit in non-agency. Effective January 1, 2025 approval through December 31, 2025.

(MOTION TO APPROVE FAILED ON 12/18/24)

COMMISSIONERS' ACTION ITEMS**24-0908 Board of Commissioners**

Request approval of an Ordinance to repeal and replace Part I, Subpart B, Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-68 (Decorum) of the Fulton County Code of Ordinances; and for other purposes.

(Pitts) (HELD ON 12/18/24)

24-0910 Board of Commissioners

Request approval of a Resolution to declare a local emergency with respect to the conditions at the Fulton County Jail for the purpose of expediting resources to support remedial measures to address the DOJ investigative findings; and for other purposes. **(Arrington) (HELD ON 12/18/24)**

25-0033 Board of Commissioners

Request approval of a Resolution by the Fulton County Board of Commissioners in Observance of the 96th Birthday of Reverend Dr. Martin Luther King Jr.

(Abdur-Rahman)

Commissioners' Full Board Appointments**25-0034 Board of Commissioners
AUDIT COMMITTEE**

Pursuant to Resolution #15-0461, adopted by the Board of Commissioners on May 20, 2015, the appointment process for the Audit Committee consists of the following amendments to the Fulton County Code of Ordinances Section 2-231: The Initial Audit Committee shall be composed as follows: (1.) Five (5) voting members; (2.) The initial Committee members shall include two (2) members of the Board of Commissioners and three (3.) Citizens with expertise in the areas of accounting, auditing, internal control and local government operations; (3.) The citizen members will be appointed by a majority vote of the Board of Commissioners. may not hold any elected office, may not be employed by the county, nor have any direct or indirect business relationship with the County; (4.) The citizen members will serve at the pleasure of the Board of Commissioners and may be removed at any time, with or without cause; (5.) The citizen members shall be paid a stipend of \$250.00 for each meeting attended but in no event shall the total stipend for a year exceed \$1,000.00; and Commissioners who serve as committee members will receive no compensation; and (6.) Members of the Committee shall select a Chairperson from among its members annually.

Term = 2 years

Term below expired: 12/31/2024

Chairman Robb Pitts (**BOC - Commissioner**)

Commissioner Ellis has nominated Chairman Robb Pitts for a Full Board reappointment to a term ending December 31, 2026.

**25-0035 Board of Commissioners
AUDIT COMMITTEE**

Term = 2 years

Term below expired: 12/31/2024

Jay Small (**BOC - Citizen 1**)

Commissioner Ellis has nominated Jay Small for a Full Board reappointment to a term ending December 31, 2026.

25-0036 Board of Commissioners
AUDIT COMMITTEE

Term = 2 years

Term below expired: 12/31/2024

Robert Koncerak (**BOC - Citizen 3**)

Commissioner Ellis has nominated Robert Koncerak for a Full Board reappointment to a term ending December 31, 2026.

25-0037 Board of Commissioners
AUDIT COMMITTEE

Term = 2 years

Term below expired: 12/31/2024

Commissioner Bob Ellis (**BOC - Commissioner**)

Chairman Pitts has nominated Commissioner Bob Ellis for a Full Board reappointment to a term ending December 31, 2026.

25-0038 Board of Commissioners
AUDIT COMMITTEE

Term = 2 years

Term below expired: 12/31/2024

Ambuj "AJ" Jain (**BOC-Citizen 2**)

Chairman Pitts has nominated Ambuj "AJ" Jain for a Full Board reappointment to a term ending December 31, 2026.

25-0039 Board of Commissioners
FULTON COUNTY ARTS COUNCIL

The Chairman of the Arts Council shall be appointed to a two-year term by a majority vote of the Board of Commissioners. The Council shall elect a Vice-Chairman and a secretary from its membership.

Term = 2 years

Term below expired: 12/31/2024

Jennifer Pino (**BOC-Chairperson**) (**Pitts**)

Chairman Pitts has nominated Jennifer Pino for a Full Board reappointment as Chairperson to a term ending December 31, 2026.

25-0040 Board of Commissioners
ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN

Members of the Administrative Committee shall hold office for a term of four (4) years or until their successors have been duly qualified and appointed. Positions 2 & 3 shall be appointed by the BOC at its regular January meeting or as soon as practical. Such members shall hold office for a term of one year.

Term = 4 Years

Term = 1 Year (Positions 2 & 3)

Term below expired: 12/31/2024

Vice Chair Khadijah Abdur-Rahman (**Chair/Designee/BOC**)

Chairman Pitts has nominated Vice Chair Abdur-Rahman for a Full Board reappointment to a term ending December 31, 2028.

25-0041 Board of Commissioners
ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN

Term = 4 Years

Term = 1 Year (Positions 2 & 3)

Term below expired: 12/31/2024

Vacant (**BOC**)

Nominations for a Full Board appointment to a term ending December 31, 2025.

25-0042 Board of Commissioners
ATLANTA BELTLINE, INC. BOARD OF DIRECTORS

The following persons shall serve on the Board of Directors of the corporation: (a) the Mayor of the City of Atlanta (as a representative of ADA); (b) the Chair of the Community Development and Human Resources Committee of the Atlanta City Council (or its successor) (as a representative of ADA); (c) the President of ADA or a person with general business or legal experience (as a representative of ADA); (d) one (1) person with general business experience appointed by a majority of the members of the Board of Directors of ADA (as a representative of ADA); (e) one (1) community representative to be selected in a manner to be determined by the City Council of the City (which appointee shall in all cases be ratified by the Board of Directors of ADA); (f) two (2) members appointed by a majority of the members of the Board of Directors of Beltline Partnership, Inc.; (g) one (1) representative appointed by the Atlanta Board of Education; and (h) **one (1) representative appointed by the Fulton County Board of Commissioners**. Each director shall take office as of the effective date of his or her appointment and shall continue in office until his or her successor has been duly appointed or elected and has qualified or until his or her earlier death, resignation, retirement, disqualification, or removal, or, in the case of any elected official or positional appointee, until such person no longer holds the elected office or position entitling such person to membership on the corporation's Board of Directors.

Term = 4 years

Term below expires: 7/12/2026
Vacant (**Fulton County**)

Nominations for a Full Board appointment to an unexpired term ending July 12, 2026.

25-0043 Board of Commissioners**ATLANTA-FULTON COUNTY RECREATION AUTHORITY (STADIUM AUTHORITY)**

This Authority consists of nine (9) members: three (3) members appointed by the Board of Commissioners and six (6) members appointed by the City of Atlanta. Vacancies in the membership of the authority, whether caused by the expiration of term of office, death, resignation, or otherwise, shall be filled by the governing body of Fulton County or the City of Atlanta, upon the nomination of the chief executive officer and confirmation by the governing body of said city. Any member of the authority may be elected to succeed himself. All members, duly appointed, shall hold office until his or her successor shall be appointed and duly qualified. Any member, appointed to fill an unexpired term, shall serve only for the term of the member he or she replaced.

Term = All subsequent terms of office shall be for four (4) years. Any person appointed to membership on the Authority who is a public official of the City of Atlanta or Fulton County at the time of his appointment shall serve as a member of the Authority only so long as he or she remains a public official of the city or county government which originally appointed him/her.

Term below expired: 11/1/2024

Commissioner Marvin S. Arrington, Jr. **(BOC)**

Nominations for a Full Board appointment to a term ending December 31, 2028.

25-0044 Board of Commissioners**OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST**

This Trust was established by the Fulton County Board of Commissioners by resolution Agreement January 16, 2008 (#07-0997). The Trust shall be held, managed and administered by the Trustee in trust in accordance with the provisions of the agreement. The Trust is intended to comply with and be a tax-exempt governmental trust under Section 115 of the IRS Code.

Term = 1 year

Term below expired: 12/31/2023

Vacant **(BOC)**

Nominations for a Full Board appointment to a term ending December 31, 2025.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS

Open & Responsible Government

25-0045 External Affairs

Presentation of 2025 State Legislative Session Update.

EXECUTIVE SESSION

25-0046 Board of Commissioners

Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0002

Meeting Date: 1/8/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Edna Lafayette Moffett Remembrance Day.” **(Hall)**
December 17, 2024

Proclamation recognizing “Christopher Williams Appreciation Day.” **(Hall)**
December 28, 2024

Proclamation recognizing “Michael Blackson Appreciation Day.” **(Abdur-Rahman)**
December 29, 2024



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0014

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution authorizing a Neighborhood Service Center Lease Agreement between the City of Atlanta (Lessor) and Fulton County (Lessee) for the County's continued use of approximately 5,237 rentable square feet of office space at 215 Lakewood Way, SW, Atlanta, Georgia, for the Bethlehem Neighborhood Senior Center, from January 1, 2025 through December 31, 2025; authorizing the Chairman to execute the Lease Agreement; authorizing the County Attorney to approve the Lease Agreement as to form prior to execution; and for other purposes.

Requirement for Board Action

O.C.G.A. § 36-60-13 authorizes the County to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services and supplies.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

Scope of Work: Approval of the Fulton County Board of Commissioner is requested to execute a new Neighborhood Service Center Lease Agreement with the City of Atlanta to extend the County's occupancy at 215 Lakewood Way, SW, Atlanta, Georgia for a period of one year.

The office space being leased at this location is being used for Fulton County's Bethlehem Neighborhood Senior Center and unless a new lease agreement is approved by the Fulton County Board of Commissioners, the current lease agreement will expire December 31, 2024.

In accordance with Fulton County Policy, all contractual agreements in which Fulton County is a party of the agreement must be in writing and approved by the Fulton County Board of Commissioners.

Community Impact: Senior citizens that attend this Neighborhood Senior Center facility will receive meals, nutritional and health education, health screenings, access to fitness activities, and the opportunity for social interaction with other seniors and staff from the same accessible location within the community.

Department Recommendation: The Department of Real Estate and Asset Management, DREAM, recommends approval of the Neighborhood Service Center Lease from January 1, 2025, through December 31, 2025 for the purpose of formalizing rental terms and extending occupancy.

Project Implications: Approval of this lease agreement will allow the Fulton County Department of Aging and Youth Services to continue their occupancy and provision of their services at their current location without an interruption in services. Fulton County Neighborhood Senior Centers are strategically located within the County for the purposes of enhancing the quality of life of residents 60 years of age and older through education, support, referrals, and free and or low-cost services

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

"Pending BOC approval of the FY25 Budget" The monthly rental payment (\$4,800.58) required for continued occupancy at this leased location will be paid from funding line 100-183-18NC-1121.

NEIGHBORHOOD SERVICE CENTER LEASE

THIS NEIGHBORHOOD SERVICE CENTER LEASE (“Lease”) is made and entered into this _____ day of _____, 20____ (the “**Effective Date**”), by and between the **CITY OF ATLANTA**, a municipal corporation organized under the laws of the State of Georgia (“**Landlord**”) and **FULTON COUNTY**, a political subdivision of the State of Georgia (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is the owner of that certain improved real property located at **215 Lakewood Way, S.E. Atlanta, Georgia 30315** (the “**Property**”); and

WHEREAS, Landlord operates the building on the Property, known as the J.C. Birdine Neighborhood Service Center (the “**Building**”), as a neighborhood center that houses various public and private entities providing services to the residents of the surrounding community; and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, approximately 5,237 rentable square feet of space in the Building, known as the Lower Level, (the “**Premises**”) as depicted in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein; and

WHEREAS, Tenant will provide senior daycare services to the residents of the surrounding community in accordance with the terms and conditions herein; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Ordinance 22-O-1647, adopted by the Atlanta City Council on September 6, 2022, and approved by signature of the Mayor or by operation of law on September 15, 2022, authorizes Landlord to enter into this Lease with Tenant.

NOW THEREFORE, incorporating the foregoing recitals, and for and in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. DEFINITIONS. In addition to the other terms defined elsewhere in this Lease, each of the following terms shall have the meaning set forth below:

“**Common Areas**”: Facilities or areas and improvements on the Property that are designed or made available from time to time by Landlord, as appropriate, for the common use or benefit of Landlord, Tenant and other tenants, occupants and users of the Property, or the

general public, which may include, at Landlord's option, but not be limited to: (A) all such areas within the Building devoted to corridors, elevator foyers, and common area restrooms, and (B) any such service areas, driveways, parking areas, areas of ingress and egress, sidewalks and other pedestrian ways, corridors, elevators, stairways, lobby areas, parcel pick up stations and other facilities or areas and improvements in the Building or on the Property.

“Hazardous Substances”: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as toxic or hazardous under any Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, the National Environmental Policy Act of 1969, the Superfund Amendment and Reauthorization Act of 1986, and all Laws similar thereto.

“Invitees”: Employees, agents, servants, assignees, customers, visitors, concessionaires, licensees, contractors and subcontractors.

“Law(s)”: All ordinances, statutes, orders, regulations, directives, rules and requirements of all federal, state, county, city or other governmental, public or quasi-public authorities, bodies, boards or agencies or any departments or bureaus thereof, now existing or hereafter created, including, without limitation, all zoning, building, historic, environmental, health and fire safety laws, the Americans With Disabilities Act of 1990, the Occupational Safety and Hazard Act of 1970, and all other laws, including, without limitation, all laws relating to Hazardous Substances.

“Medical Waste”: Any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance, whether or not potentially infectious, that (1) is generated as a result of the diagnosis, treatment, research, immunization, production of or testing of biologicals for human beings, or (2) that is defined, determined or identified as a “medical waste,” “biomedical waste,” “biological waste,” or “infectious waste” under any Laws.

“Permit(s)”: Any licenses, certifications, or permits required under any applicable Law to be held by Tenant for the operation of Tenant’s business at the Premises or to be held by persons performing medical and healthcare services at the Premises or for Tenant.

“Rules and Regulations”: Any and all rules and regulations as may be hereafter promulgated by Landlord from time to time in Landlord’s discretion and provided in writing to Tenant.

2. LEASE OF PREMISES AND LICENSE TO USE COMMON AREAS; PARKING.

Landlord does hereby grant to Tenant, and Tenant hereby accepts from Landlord, the use and possession of the Premises for the purposes outlined in this Lease, and for no other purpose whatsoever. Landlord further grants to Tenant, and Tenant accepts from Landlord, a non-exclusive license to use the Common Areas, solely for their intended purposes, in common with Landlord, Landlord’s Invitees and other tenants of the Building, and in compliance with this Lease, all Laws,

and Rules and Regulations. Tenant and its Invitees may use the parking spaces on the Property at no extra charge on a first-come, first-served basis, subject to availability. Tenant may not park or place any temporary or permanent storage unit in the parking lot. This Lease grants Tenant the right to possess and enjoy the use of the Premises subject to the terms and provisions hereof; no estate or other property interest is conveyed by this Lease and Tenant has only a usufruct not subject to levy and sale. Landlord retains all the rights and privileges of the owner of the Building and the Property.

3. TERM.

3.1 Term. The term of this Lease will be for one (1) year commencing on January 1st 2025 the Effective Date and ending at 12:00 midnight on December 31, 2025 (such period of time, the “**Term**”), unless sooner terminated as provided herein.

3.2 Right to Terminate. Each party has the right to terminate this Lease at any time for any reason or no reason whatsoever, including for the convenience of the terminating party, by giving thirty (90) days’ written notice to the other party.

4. RENT.

4.1 Rent Commencement Date. Rent shall begin to accrue hereunder beginning on the earlier of (a) the date Tenant takes occupancy of the Premises or any portion thereof for the purpose of operating Tenant’s business therein; and (b) the 1st day of _____, 2024 (“**Rent Commencement Date**”).

4.2 Rent Payments. Tenant shall pay to Landlord, without demand, deduction, or offset, beginning on the Rent Commencement Date and continuing throughout the Term of this Lease, as rental, the amount of Four Thousand Eight Hundred and 58/100 Dollars (\$4,800.58) per month (“**Rent**”) on the first day of each month, in advance. In the event the Rent Commencement Date shall fall on a day other than the first day of a calendar month, Rent for the first partial month shall be prorated. Tenant shall owe Landlord a late fee of Twenty-Five and No/100ths Dollars (\$25.00) if Rent and any other amounts due hereunder are received after the fifteenth (15th) day of the month, or, if the fifteenth (15th) day falls a weekend or holiday, after the next business day. Rent payments must be made payable to the City of Atlanta by certified check or money order in lawful money of the United States of America and mailed to the following address:

Executive Director, Office of Revenue
City of Atlanta – Department of Finance
68 Mitchell Street, SW, Suite 1350
Atlanta, Georgia 30303

4.3 Security Deposit. Intentionally Deleted

5. USE.

5.1 Permitted Use. Tenant shall use the Premises solely to provide senior daycare services and related community services provided by the Fulton County Department of Aging and Youth Services or its permitted agents or assigns.

5.2 Business Hours. Tenant shall have access to the Building and the Premises Monday through Friday from 8:15 a.m. until 9:00 p.m. EST and Saturdays from 9:30 a.m. until 6:00 p.m. EST, except for legal holidays observed by the City of Atlanta. Notwithstanding the foregoing, Landlord shall have the right to close and deny access to the Building in the event of inclement weather or other emergency and shall use reasonable efforts to notify Tenant of such closure. However, a failure to provide such notice shall in no event constitute a default by Landlord hereunder. After 5:00 p.m. daily, Tenant's Invitees must sign in at the Building reception desk prior to entering the Premises.

5.3 Prohibited Uses.

5.3.1 Tenant shall not use the Premises as an outpatient facility for any hospital, and shall not perform surgery of any kind at the Premises.

5.3.2 Tenant shall not do or permit its Invitees to do, in or about the Property, the Building, or the Premises, nor shall Tenant bring or keep or permit its Invitees to, bring or keep therein, anything which is prohibited by or will in any way conflict with any Laws or Rules or Regulations, or which is prohibited by the standard form of fire insurance policy, or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property, the Building or any of its contents.

5.3.3 Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry and which may be allowed by Law. Landlord reserves the right to prescribe the weight limitations and position of all safes, mechanical or other heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, which in the opinion of Landlord may be required under the circumstances, provided that the Tenant shall be given notice in writing in advance in such time as to take the action requested by the Landlord after Tenant requests such increased load by written notice to Landlord and Landlord consents to the same. Such reinforcing or other action requested by Landlord will be at Tenant's expense and payable as additional rent within thirty (30) days of written demand.

5.3.4 Tenant's use of electrical current may not exceed the capacity of installations at the Premises existing as of the Effective Date. Tenant may not alter any wiring installations or other electrical facilities without Landlord's prior written consent.

5.3.5 Tenant shall not do, or permit its Invitees to do, in or about the Property, the Building, or the Premises anything which will in any way obstruct or interfere with the rights of other occupants of the Building, or injure or unreasonably annoy them.

5.3.6 Tenant shall not use, or allow its Invitees to use, the Premises for any improper, immoral, unlawful or objectionable purpose.

5.3.7 Tenant shall not cause or maintain, or permit its Invitees to cause or maintain, any nuisance in, on or about the Property, the Building, or the Premises, or commit or suffer to be committed any waste in, on or about the Property, the Building, or the Premises.

5.3.8 Tenant shall not use, or permit its Invitees to use, the Property, the Building, or the Premises for any activity that produces any noise or sound that is objectionable due to intermittence, beat, frequency, vibration, shrillness or loudness; noxious odor; noxious, toxic, caustic or corrosive fuel or gas.

5.3.9. Tenant shall not treat, handle, use, generate, manufacture, store, or dispose of, and shall not permit its Invitees to treat, handle, use, generate, manufacture, store, or dispose of, any Hazardous Substances or Medical Waste in, on or about the Property, the Building, or the Premises, except as specifically described or permitted in Sections 11.4 and 11.5 hereof.

6. ALTERATIONS.

6.1 Alterations. Tenant shall not make, suffer or permit to be made any other material alterations, additions, or improvements to the Premises, or attach any material fixture or equipment thereto, without first obtaining the prior written consent of Landlord, through its Director of Real Estate Portfolio, which consent may be withheld in Landlord's sole discretion. An alteration, addition, or improvement shall be deemed "**material**" under this Section if such alteration, addition, or improvement (i) costs, in the aggregate for the project, in excess of \$5,000, or (ii) affects the structure of the Building or any mechanical, HVAC, electrical, plumbing, life safety or other Building system, or (iii) both (i) and (ii). Tenant hereby assigns to Landlord all warranties, guarantees and indemnities, express or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder with respect to the Tenant Improvements and any other approved alterations to the Premises, which assignment shall be effective upon the expiration or earlier termination of this Lease, to the extent that any warranties, guaranties, and indemnities expressed or implied, or similar rights are in existence. Tenant and any contractor and builder of the Tenant Improvements or other approved alterations shall provide the certificates of insurance required herein and shall abide by all Rules and Regulations and Laws. Tenant shall ensure that all Tenant Improvements are conducted in a good and workmanlike manner in accordance with all Laws and the provisions of Sections 6.3 and 6.4 hereof, and in a manner that does not unreasonably disturb other tenants of the Building. Upon termination or expiration of this Lease, all remaining warranties, guarantees, indemnities, and similar rights shall automatically revert to Landlord.

6.2 Disposition of Alterations Upon Termination. All erections, alterations, additions, fixtures and improvements, whether temporary or permanent in character (excepting only the movable furniture and personal property of Tenant) made in or upon the Premises, either by Tenant

or Landlord, shall remain upon the Premises at the expiration or other termination of the Term, unless Landlord elects by written notice given at any time to Tenant to have Tenant thereafter remove such erections, alterations, additions, fixtures and improvements. In such event, notwithstanding any contrary provisions herein, Tenant shall remove such erections, alterations, additions, fixtures and improvements and shall promptly restore, at its sole cost and expense, the Premises to its condition as existed prior to the installation of the same.

6.3 Contractors. Tenant shall cause its agents, contractors and subcontractors performing any permitted or approved alterations to the Premises, including the Tenant Improvements, to carry and provide proof of insurance in compliance with Section 14 of this Lease.

6.4 Liens. Tenant shall at all times keep the Premises, the Building, and the Property free from liens arising out of any work performed, materials furnished or obligations incurred by Tenant, including the Tenant Improvements. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises, the Building, and the Property from such liens. Should any such lien or claim of lien be filed or recorded, Tenant shall bond against or discharge the same within thirty (30) days after notice of such lien or claim of lien is received by Tenant and shall promptly notify Landlord in writing upon receipt of any such notice or claim of lien.

6.5 Signage. Landlord agrees to provide signage at the main entrance of the Premises and to provide suite numbers on the doors of the Premises that abut a Common Area. At Tenant's expense, Tenant may install one (1) additional business identification sign at each remaining door of the Premises. All signs must be in compliance with all applicable Laws, Rules and Regulations, and subject to prior approval by Landlord in Landlord's reasonable discretion.

7. REPAIRS BY TENANT.

During the Term, Tenant shall maintain the Premises in good order and repair, subject to normal wear and tear and casualty. Tenant shall be responsible for performing all maintenance of and repairs to the Premises, including the Tenant Improvements, with the exception of those repairs for which Landlord is expressly made responsible as set forth in Section 8 hereof.

8. REPAIRS BY LANDLORD.

Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the Building (excluding the exterior of the Premises, and those portions of the Building leased to other tenants), including without limitation the Common Areas and landscaped areas, roof, foundations, mechanical, HVAC, plumbing, elevators and electrical systems, and the structure itself. Tenant agrees to use its best efforts to pursue any warranties, guarantees and indemnities, expressed or implied, and similar rights which Tenant may have against any manufacturer, seller, engineer, contractor or builder, that may be in existence during the term this Lease, with respect to repairs to the Tenant Improvements and any other approved alterations to the Premises performed by Tenant. In addition, Landlord shall maintain in good order and repair, subject to normal wear and tear and casualty, the exterior walls, doors, corridors and exterior windows of the Building. Notwithstanding the foregoing, the cost of any repairs or

maintenance to the foregoing necessitated by the willful intentional acts or omissions, negligence or gross negligence of Tenant or its Invitees or assignees shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice. Landlord shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to report such condition shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such condition. Any such charges incurred by Landlord shall be deemed additional rent hereunder and shall be reimbursed by Tenant to Landlord within thirty (30) days of Tenant's receipt of written notice.

9. UTILITIES; SERVICES.

9.1 Utilities. Landlord shall be solely responsible for and shall pay all charges for HVAC, water, and gas used or consumed on the Premises during the Term, including any deposits required by any utility company. Tenant shall be solely responsible for and shall timely pay all charges for telephone, internet, cable, and any other such service to the Premises, including any deposits required by any provider of the same. Landlord shall not be liable to Tenant for any cessation of or interruption in utilities or utility services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord.

9.2 Services. Landlord shall provide pest control services to the Common Areas. Landlord shall provide pest control services to the Premises as needed upon request by Tenant. Tenant shall be responsible for janitorial services to the Premises, and Landlord shall be responsible for janitorial services to the Common Areas. In addition, Landlord shall provide common area restroom supplies, hot and cold water suitable for drinking and lavatory purposes on the floor on which the Premises are located, and facilities for standard electrical current required for general office use and occupancy of the Premises. Landlord shall not be liable to Tenant for any cessation of or interruption in services to the Premises or the Building unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall remove all trash from the Premises and deposit the same in the designated dumpster outside the Building.

10. TENANT REPRESENTATIONS AND WARRANTIES.

Tenant represents and warrants to Landlord as of the Effective Date as follows:

10.1 Permits. Tenant possesses all applicable business Permits required by all applicable Laws for the operation of Tenant's business at the Premises. All persons performing medical and healthcare services at the Premises are licensed, certified, or permitted, under applicable Law, to perform the medical or healthcare services provided at the Premises. All persons performing medical or healthcare services at the Premises shall maintain, at no cost to Landlord, any Permit required under applicable Laws. All personnel performing services at the Premises shall provide services solely within the scope of their applicable Permit or as permitted by applicable Law.

10.2 Condition of Premises. Tenant accepts the Premises in their "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" condition on the Effective Date and specifically and expressly

without any warranties, representations, or guaranties, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Landlord, including without limitation, any warranty of condition, merchantability, or fitness for a particular use. Tenant further acknowledges that Tenant has inspected and knows the condition of the Premises, that Landlord does not guarantee or warrant the safety and security of the Property, the Building, or the Premises, and that Tenant and its Invitees are responsible for their own safety and security.

10.3 Independent Contractual Obligations of Tenant; No Joint Venture. Landlord is not a party to and has no liability with respect to any agreement between Tenant and a third party for products or services supplied or rendered by Tenant at the Premises or otherwise. Tenant represents and warrants that Landlord, in its capacity under this Lease, is not Tenant's "Business Associate," as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations, 45 CFR 164.502, et seq. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL LANDLORD BE CONSTRUED OR HELD BY VIRTUE OF THIS LEASE OR OTHERWISE TO BE AN EMPLOYER, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF TENANT IN THE CONDUCT OF TENANT'S BUSINESS, NOR SHALL LANDLORD BE LIABLE FOR ANY DEBTS OR LIABILITIES INCURRED BY TENANT IN THE CONDUCT OF TENANT'S BUSINESS. TENANT IS NOT AN EMPLOYEE, INDEPENDENT CONTRACTOR, AGENT, PARTNER, ASSOCIATE OR JOINT VENTURER OF LANDLORD.

11. TENANT COVENANTS. Tenant hereby covenants and agrees as follows:

11.1 Tenant shall at all times during the Term maintain and keep current all business licenses and permits required by all applicable Laws for the operation of Tenant's business at the Premises.

11.2 Tenant shall not make any alterations, additions, or improvements to the Premises other than any approved alterations, additions, or improvements pursuant to Section 6 hereof.

11.3 Tenant shall comply with the Rules and Regulations and all Laws regarding the use and occupancy of the Premises.

11.4 Neither Tenant, nor any of Tenant's Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Substances. Tenant shall, only to the extent permissible by law, be responsible for contamination caused by Tenant during the term of its tenancy period (or those of its invitees, employees, contractors or agents). In no event, shall Tenant be responsible for preexisting environmental contamination to the Premises or Building, whether disclosed, known by the Tenant or not otherwise disclosed to the Tenant. Tenant shall not be responsible for environmental contamination of the Premises or Building by any Hazardous Substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by law, for any loss, claims, liability or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in

or from the Premises of any Hazardous Substances, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

11.5 Neither Tenant, nor any of Tenant's Invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Medical Waste, except for such de minimus quantities as are typically treated, handled, used, generated, manufactured, stored, or disposed of in performance of the services described in Section 5.1 of this Lease and in accordance with all applicable Laws and Permits. Tenant shall properly train its employees and independent contractors in the proper labeling, handling, storage, and disposal of Medical Waste, and shall not dispose of any Medical Waste in common disposal containers at the Building or the Property.

12. LANDLORD COVENANTS; WARRANTIES AND REPRESENTATIONS. Landlord covenants, warrants and represents, and agrees as follows:

12.1 Landlord is the owner in fee simple of the Premises and will not transfer its interest in the Premises without first giving one hundred and eighty (180) days prior notice to Tenant.

12.2 Landlord has the full power, right and authority to enter into and execute this Lease, subject to approval by City Council.

12.3 Those persons whose signatures are hereinafter evidenced on this Lease on behalf of Landlord are duly authorized signatories of Landlord, fully empowered to commit and bind Landlord to those certain terms, covenants and conditions set forth herein for the Term of this Lease.

12.4 Landlord shall be solely responsible for the cost and timely performance of remediation of any Hazardous Substances which were caused by Landlord prior to the commencement of this Lease or during the term of this Lease. Tenant shall not be responsible for the release of any Hazardous Substances caused by Landlord on the Premises or Building as defined by the following statutes, but limited thereto: Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.) and all present or future regulations thereto; Department of Transportation Hazardous Materials Table (49 C.F.R. Part 172); and amendments thereto.

12.5 To Landlord's actual knowledge, there are no suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation or investigations pending or threatened against or affecting Landlord or the Premises which would prevent Landlord from meeting any of its obligations under this Lease or adversely affect Tenant's use or occupancy of the Premises or prohibit Tenant from developing or operating the Premises.

12.6 Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. LANDLORD’S RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at all reasonable hours during the Term for inspection, maintenance, and repair, and with twenty-four (24) hours advance notice with prospective tenants (and in emergencies at all times). Specifically, Landlord shall have the right to inspect the Premises and to engage an environmental specialist to confirm compliance with all applicable environmental Laws regarding the labeling, handling, storage, and disposal of biological or infectious waste materials. Except in the case of an emergency, Landlord shall endeavor to provide advance notice to Tenant of such entry; however, failure to provide such notice shall in no event constitute a default of Landlord hereunder. In the event of an emergency, or if otherwise necessary to prevent injury to persons or damage to property, such entry to the Premises may be made by reasonable force without any liability whatsoever on the part of Landlord for any resulting damage. Landlord will use reasonable efforts to minimize disruption to Tenant’s business while inspecting, maintaining and/or repairing the Premises as provided herein.

14. RISK OF LOSS. All personal property, fixtures, and inventory located in or about the Premises belonging to Tenant or any Invitee of Tenant shall be at the sole risk of Tenant and Tenant’s Invitees. Landlord is not responsible for any lost, damaged, or stolen personal property of Tenant or Tenant’s Invitees. Landlord is not responsible for damage or injury to Tenant or any Invitee of Tenant or their respective property caused by fire, water, snow, frost, steam, heat, cold, dampness, falling plaster or other debris, sewers or sewage, gas, odor, noise, the bursting or leaking of pipes, plumbing, electrical wiring or equipment or fixtures of any kind, or of any other extended coverage perils, or by any act or neglect of any other person, except if such loss is the direct result of gross negligence or willful misconduct of Landlord.

15. INSURANCE.

15.2 Insurance. Tenant shall comply with the insurance requirements set forth herein during the Term. To the extent permitted by applicable Laws, Landlord reserves the right to adjust or waive any insurance requirements contained in this Lease. Tenant may self-fund its insurance requirements.

15.2.1 Evidence of Insurance Required Before Term Commences. **No use or occupancy under the Lease may be commenced until all insurance requirements contained herein, or required by applicable Laws, have been complied with by Tenant and evidence of such compliance satisfactory to Landlord as to form and content has been provided to Landlord.** As of the Effective Date, Tenant must provide Landlord with a Certificate of Insurance that clearly and unconditionally indicates that Tenant has complied with all insurance requirements set forth in this Lease.

15.2.2 Minimum Financial Security Requirements. All companies providing insurance required by this Lease must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Tenant to Landlord certifying that all insurance requirements set forth in this Lease have been unconditionally

satisfied. Companies providing insurance under the Lease must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to Landlord, Landlord shall so notify Tenant in writing, and Tenant must promptly obtain a new policy or bond issued by an insurer acceptable to Landlord and submit to Landlord evidence of its compliance with these conditions.

15.2.3 No Waiver of Liability. Tenant's failure to comply with the insurance requirements set forth in this Lease will not relieve Tenant from any liability hereunder.

15.2.4 Insurance Required for Entire Term of Lease. All insurance required by this Lease must be maintained during the entire Term. Tenant shall retain the right to satisfy any and all of the insurance obligations under this Lease by means of a self-funded plan or program.

15.2.5 Agent Acting as Authorized Representative. Each and every agent acting as authorized representative on behalf of a company affording coverage under this Lease shall warrant when signing the ACORD certificate of insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the accord certificates of insurance as evidence of such coverage. Landlord's coverage requirements may be broader than the original policies; these requirements have been conveyed to the companies for these terms and conditions. In addition, each and every agent shall warrant when signing the ACORD certificate of insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

15.2.6 Certificate Holder. The **City of Atlanta** must be named as a certificate holder on all policies of insurance required of Tenant under this Lease. All notices must be mailed to the attention of **City of Atlanta Enterprise Risk Management at 68 Mitchell Street SW, Suite 9100, Atlanta, Georgia 30303**. In the event that any carrier providing insurance hereunder cannot comply with the requirement of naming the City of Atlanta as certificate holder, then Tenant must notify Landlord in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (5) days of any notices received from any insurance carrier providing insurance coverage under this Lease that concern the proposed cancellation or termination of coverage:

City of Atlanta
Enterprise Risk Management
68 Mitchell St. SW, Suite 9100
Atlanta, Georgia 30303

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail. Tenant shall provide Landlord with evidence of required insurance prior to the Effective Date and any entry onto the Premises, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

15.2.7 Premises. The address of the Premises and name of Tenant must be referenced in the description section of the insurance certificate.

15.2.8 Additional Insured Endorsements Form CG 20 26 07 04 or equivalent. Landlord must be covered as an additional insured under all insurance (except worker's compensation and professional liability) required by this Lease and such insurance must be primary with respect to the additional insured. **Tenant must submit to Landlord an additional insured endorsement evidencing Landlord's rights as an additional insured for each policy of insurance under which it is required to be an additional insured pursuant to this Lease. Endorsement must not exclude the additional insured from products - completed operations coverage. Landlord shall not have liability for any premiums charged for such coverage.**

15.2.9 Self-Insured Retentions, Deductibles or Similar Obligations. Any self-insured retention, deductible or similar obligation will be the sole responsibility of Tenant.

15.2.10 Workers' Compensation and Employer's Liability Insurance. Tenant shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work for Tenant:

Workers' Compensation. **Statutory (O.C.G.A. Title 34, Chapter 9)**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

Notwithstanding the foregoing, the requirements of this Section 14.2.10 shall not apply to any Tenant that employs fewer than three (3) regular employees, per O.C.G.A. § 34-9-2(a)(2).

15.2.11 Commercial General Liability Insurance. Tenant shall procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury

- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants (if applicable)
- Additional Insured Endorsement (primary & non-contributing in favor of Landlord); and
- Waiver of Subrogation in favor of Landlord.

15.2.12 Commercial Automobile Liability Insurance. Tenant must procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles; and
- Waiver of Subrogation in favor of the City of Atlanta.

15.2.13 Builders Risk / Installation Floater. Tenant or its Contractor shall procure and maintain a policy for Builders Risk/Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Tenant or its Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to 100 percent of the value of the renovations and repairs. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

15.2.14 Personal Property Insurance. Tenant shall at all times during the Term maintain insurance for the full replacement value of Tenant’s personal property, fixtures, inventory, and all contents of the Premises.

16. EVENTS OF DEFAULT; REMEDIES.

16.1 Events of Default. The happening of any one or more of the following events (“**Event(s) of Default**”) during the Term, shall constitute a breach of this Lease on the part of Tenant:

16.1.2 Tenant fails to pay Rent or any other amount due as required under this Lease and such failure continues for ten (10) days after Rent or such other amount becomes due and provided notified as such;

16.1.3 Tenant vacates or abandons the Premises;

16.1.4 Tenant fails to comply with or abide by and perform any other provision or obligation imposed on Tenant under this Lease and fails to cure such default within forty-five (45) days after the date of written notice of default; however, provided that the County shall be afforded an opportunity to cure such default within the forty-five (45) day period or within such a reasonable time as may be required to cure the default. In the event that such failure shall be of such nature that it cannot reasonably be cured completely within such forty-five (45) day period, the County shall not be deemed to be in default if the County commences to cure the default within the forty-five (45) day cure period and thereafter diligently and in good faith proceeds to the remedy the default.

16.1.5 Tenant is adjudicated bankrupt or either voluntarily or involuntarily takes advantage of any debt or relief proceedings under any present or future Law, whereby the Rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or

16.1.6 A permanent receiver is appointed for Tenant's property;

16.1.7 Tenant makes an assignment for the benefit of creditors; or

16.1.8 Tenant's effects are levied upon or attached in any proceeding against Tenant.

16.2 Remedies. Upon the occurrence of any Event of Default and the notice to cure period has expired under the Lease, Landlord may pursue any one or more of the following remedies without notice or demand whatsoever except as expressly provided in this Lease.

16.2.1 Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and expel or remove Tenant and all persons and entities claiming by or through Tenant and all property belonging to or placed on the Premises by or at the direction of Tenant, by force if necessary, without being liable to prosecution or any claim for damages.

16.2.2 Landlord may, at its option and with or without terminating this Lease, also declare the difference, if any, between (i) the entire amount of the Rent which would become due and payable during the remainder of the Term, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed-upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. § 13-6-7. Landlord hereby waives any claim for indirect, special or consequential damages against Tenant.

16.2.3 Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-let the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting; the Tenant shall pay all third-party costs of such re-letting actually incurred including but not limited to the cost of any such alterations and repairs and reasonable attorneys' fees actually incurred; and if this Lease shall not have been terminated,

Tenant shall continue to pay all Rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the Term of this Lease the difference, if any, between the rent and other charges collected from any subsequent tenant or tenants and the Rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Rent reserved herein.

16.2.4 Notwithstanding the foregoing or anything to the contrary contained in this Lease, if Tenant defaults on more than two (2) occasions during the Term, then regardless of whether Tenant acts to remedy or cure the same, Landlord shall have the right to immediately terminate this Lease without notice to Tenant, and may remove all property of Tenant from being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Landlord, with or without terminating this Lease, may recover from Tenant all damages and expenses Landlord actually incurs by reason of the Tenant's default, including, without limitation, costs of recovering the Premises and reasonable attorney's fees actually incurred, not to exceed those as specified in section 16.2.2.

16.2.5 The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise. All remedies provided in this Lease are cumulative and may be exercised alternatively, successively or in any other manner. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided.

16.2.6 All agreements and provisions to be performed by Tenant under this Lease shall be at the sole cost and expense of Tenant and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder or violates any provision of this Lease and such failure or violation shall continue for thirty (30) days after notice thereof by Landlord, Landlord is hereby empowered and Landlord may, but shall not be obligated to, make any such payment, perform any such other act or correct any such violation on Tenant's part to be made, performed or observed under this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rental hereunder and shall be payable to Landlord within thirty (30) days after receipt of written demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

REMEDIES OF DEFAULT AVAILABLE TO TENANT

16.2.7 Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this Lease. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's

intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property.

16.2.8 All expenses incurred by Tenant in exercising Tenant's right to cure a Landlord default under this paragraph shall be payable by Landlord to Tenant within forty-five (45) days after written demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. Notwithstanding anything in this Lease to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents, invitees or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Tenant shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises without prior Landlord approval, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

17. VACATING PREMISES; ABANDONED PERSONAL PROPERTY.

17.1 Vacating the Premises. Upon the expiration or termination of this Lease, Tenant shall vacate and surrender the Premises and promptly remove all of its effects, personal property and equipment. Tenant shall completely repair, at Tenant's expense, any and all damage to the Premises or the Building resulting from or caused by such placement or removal by restoring the Premises and the Building to the condition when Tenant accepted the Premises as of the Effective Date, normal wear and tear and casualty excepted. The covenants and conditions of this Section survive any expiration or termination of this Lease.

17.2 Abandoned Personal Property. If Tenant fails or refuses to remove its effects, personal property or equipment from the Premises upon the expiration or termination of this Lease for any cause whatsoever, having been notified as such; such effects, personal property and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord. Tenant shall pay to Landlord within thirty (30) days of written demand any and all expenses incurred by Landlord in the removal of such property, caused by the removal of such property and all storage charges (if Landlord elects to store such property). The covenants and conditions of this Section survive any expiration or termination of this Lease.

18. HOLDING OVER.

18.1 If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease with Landlord's consent but without the execution of a new lease or any written agreement of the parties, then Tenant shall be deemed a tenant-at-will and, commencing on the date following the date of such expiration or termination, shall owe rental payments to Landlord in an amount equal to one hundred twenty-five percent (125%) times the Rent payable by Tenant immediately preceding such expiration or termination, and shall be otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

18.3 In no event shall there be any renewal of this Lease by operation of law after the termination or expiration of this Lease.

19. NOTICES. All notices required or permitted to be given under this Lease must be in writing and delivered (i) in person, (ii) by recognized national overnight delivery service, or (iii) by registered or certified U.S. Mail, return receipt requested, postage prepaid. Any such notice will be deemed received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of recognized national overnight delivery service, on the date of deposit with such service, (iii) in the case of registered or certified mail, on the date receipt is acknowledged on the return receipt for such notice. If delivery is rejected or refused or a courier, overnight delivery service or U.S. Postal Service is unable to deliver same because of changed address of which no proper notice was given pursuant hereto, then the notice will be deemed received on the first date of such rejection, refusal or inability to deliver. All such notices must be addressed to the parties at their respective addresses below or at such other address as either party may give to the other by notice in compliance with this Section.

Tenant's Notice Address:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite 6001
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303

Landlord's Notice Address: City of Atlanta
Department of Enterprise Assets Management
Attn: Director of Real Estate
55 Trinity Avenue, SW, Suite G-139
Atlanta, Georgia 30303

With a copy to: City of Atlanta Department of Law
Attn: City Attorney
55 Trinity Avenue SW, Suite 5000
Atlanta, Georgia 30303

20. DESTRUCTION; DAMAGE; CONDEMNATION.

20.1 Notice. Tenant and Landlord agree to give each other written notice of any damage or destruction to the Premises, including damage by fire or other casualty, promptly after such damage occurs.

20.2 Total Destruction or Material Damage. If the Premises are totally destroyed or so substantially damaged as to be wholly untenable, whether by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Rent shall be accounted for as between Landlord and Tenant as of such date.

20.3 Partial Damage. If the Premises are damaged by any such casualty or closed by Landlord in the interest of public health, but not wholly destroyed or rendered wholly untenable, then Rent shall abate in proportion to the use of the Premises affected, all insurance proceeds shall be paid to Landlord, and Landlord shall proceed diligently to restore the Premises to substantially the same condition as before the damage, whereupon payment of full Rent shall recommence; provided, however, that Landlord may elect to terminate this Lease if the damage shall be so extensive that the same cannot be reasonably repaired and restored within one hundred twenty

(120) days from the date of the casualty. In such event, Rent shall be apportioned and paid up to the date of such casualty.

20.4 Condemnation. If all of the Premises or improvements to the Premises are taken or condemned for any public or quasi-public use by eminent domain or by private purchase in lieu thereof, or if such a part of either is taken or condemned so as to render the remainder thereof unsuitable for Tenant's purpose, this Lease shall terminate on the date that the condemning authority actually takes possession of the part condemned in the same manner as if the date of such taking were the date originally fixed in this Lease as the expiration of the Term. If this Lease is not so terminated, or upon a taking not within the scope of the foregoing, Rent shall abate in proportion to the area of the Premises taken. In no event shall Tenant have any right or claim to any part of any award made to or received by Landlord for such taking, or against Landlord for the value of any unexpired Term of this Lease; provided, however, Tenant may separately claim and receive from the condemning authority, if legally payable, compensation for any permitted renovations completed by Tenant, and removal and relocation costs. Landlord reserves, and Tenant grants to Landlord, all other rights which Tenant may have for damages or injury to the Premises for any taking or eminent domain.

21. MISCELLANEOUS.

21.1 Entire Agreement. This Lease and the Exhibits attached hereto contain the entire agreement of the parties hereto, and no other representations, inducements, promises or agreements between the parties, oral or otherwise, not embodied herein, will be of any force or effect. This Lease may not be modified except by written agreement signed by the parties hereto. No consent or approval of Landlord will be effective for any purpose unless Landlord executes a written instrument setting forth such consent or approval.

21.2 Headings. The section headings in this Lease are inserted only as a matter of convenience and are not to be given any effect whatsoever in construing this Lease.

21.3 No Waiver. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of Tenant's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of Landlord's right to demand strict compliance with the terms hereof.

21.4 No Recordation. Neither this Lease nor any memorandum or short form thereof shall be recorded in any public records.

21.5 Applicable Law. This Lease will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Lease.

21.6 Encumbrances; Assignment and Subleasing. Tenant shall not mortgage, pledge, or otherwise encumber the Property, the Building, the Premises, this Lease or any interest herein or any right or privilege appurtenant thereto, and any mortgage or encumbrance so made

shall be null and void. Tenant may not sublease all or any portion of the Premises or assign this Lease without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Tenant may with the written consent of the Landlord, assign its lease interests to an alternate Fulton County user department, which consent will not be unreasonably withheld. Any sublease or assignment made without Landlord's prior written consent shall be null and void ab initio. The provisions of this Lease will bind and inure to the benefit of Landlord and Tenant and their respective permitted successors, heirs, legal representatives, and assigns.

21.7 Force Majeure. Each of Landlord and Tenant shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such party.

21.8 Subordination. This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof which may now or hereafter affect Landlord's interest in the fee title to the Premises. In confirmation of such subordination, Tenant shall, upon demand, at any time, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be reasonably requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust, bond indenture or other instrument in the nature thereof, covenants, conditions and restrictions, and each renewal, modification, consolidation, replacement or extension thereof, and if Tenant shall fail at any time to execute, acknowledge, and deliver any such instrument, Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact solely and specifically for such purpose.

21.9 Attornment. If the holder of any mortgage, deed to secure debt, deed of trust, bond indenture, or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If Tenant shall refuse or fail at any time to execute, acknowledge, and deliver any such instrument within ten (10) days after Landlord shall give notice to Tenant requesting the execution and delivery of such instrument, which notice shall be accompanied by a draft of such instrument, then Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact solely and specifically for such purpose. Upon any such attornment, this Lease shall continue in full force

and effect as a direct lease between such successor landlord and Tenant, subject to all of the terms, covenants and conditions of this Lease.

21.10 Estoppel. At any time and from time to time, Tenant, on or before the date specified in a request therefor made by Landlord, which date shall not be earlier than twenty (20) days from the making of such request, shall execute, acknowledge and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord a certificate (in a form to be reasonably required by Landlord) setting forth the Rent Commencement Date, expiration date of the Term, and the current amount of the monthly Rent, if any, payable hereunder, and stating whether or not: (i) this Lease is in full force and effect; (ii) this Lease has been amended in any way; (iii) there are any existing events of default on the part of any party hereunder to the knowledge of such party and specifying the nature of such events of default, if any; and (iv) the date through which Rent has been paid. Any such assignee, mortgagee or other party may rely upon the certificate delivered by Tenant hereunder.

21.11 Severability. If any clause or provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Lease and the unaffected terms and provisions shall remain in full force and effect.

21.12 Independent Covenants. Each covenant, agreement, obligation or other provision of this Lease on Tenant's part to be performed shall be deemed and construed as independent covenants of Tenant, not dependent on any other provisions of this Lease.

21.13 Modification. This Lease may be modified or amended only by written agreement signed by both parties.

21.14 Construction; Opportunity to Consult with Counsel. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Lease to be drafted. Tenant has carefully read this Lease and understands it. Tenant executes this Lease as a voluntary act after having consulted with counsel of its choosing concerning the same, or having voluntarily chosen not to consult with counsel concerning the same.

21.15 Time of Essence. Time is of the essence in the performance of this Lease and all covenants and provisions contained herein.

21.16 Counterparts; Facsimile Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Lease, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

21.17 Authority. Each individual executing this Lease represents and warrants that he or she is duly authorized to execute this Lease on behalf of Tenant, and that Tenant has full right and authority to execute and deliver this Lease.

21.18 Exhibits. The following Exhibits are attached hereto and made a part of this Lease by this reference:

Exhibit "A" – Floor Plans of Premises

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

TENANT:

FULTON COUNTY, a political subdivision of the State of Georgia

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____
Tonya Grier
Clerk of Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

By: _____
MUNICIPAL CLERK (Seal)

LANDLORD:

CITY OF ATLANTA, a municipality
organized under the laws of the State of
Georgia

By: _____
Name: Andre Dickens
Title: Mayor

RECOMMENDED:

By: _____
Name:
Title:

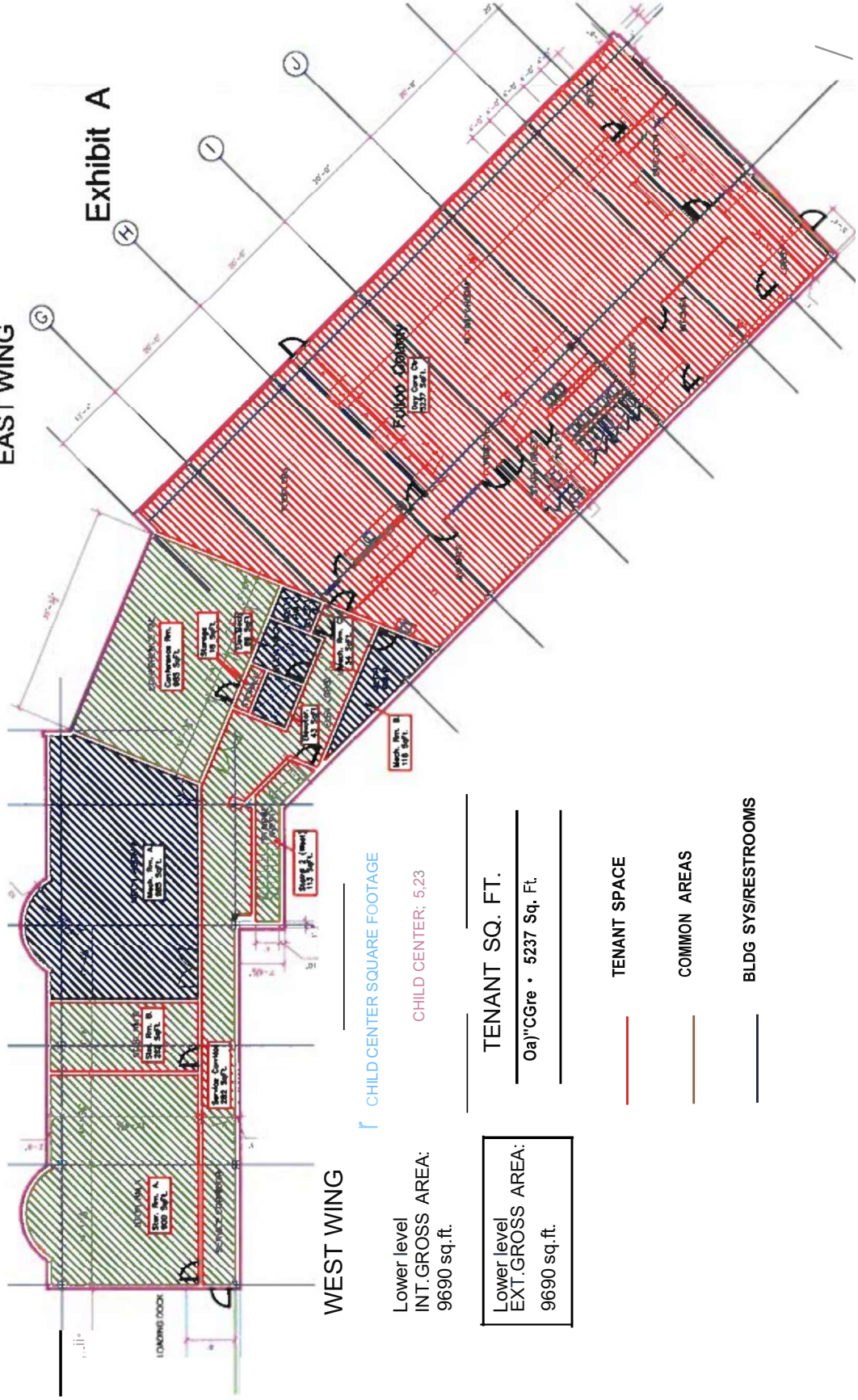
APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

Exhibit A
Floor Plans of Premises

EAST WING

Exhibit A



WEST WING

CHILD CENTER SQUARE FOOTAGE

CHILD CENTER: 5,237

Lower level
INT. GROSS AREA:
9690 sq. ft.

Lower level
EXT. GROSS AREA:
9690 sq. ft.

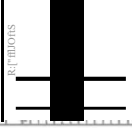
TENANT SQ. FT.
0a) CGre • 5237 Sq. Ft.

- TENANT SPACE
- COMMON AREAS
- BLDG SYS/RESTROOMS

FLOOR PLAN - LOWER LEVEL
SCALE: 1/16" = 1'-0"

CITY OF ATLANTA
CITY HALL
55 TRINITY AVE. SW
ATLANTA, GA 30303

J.C. SPROUNE
COMMUNITY
CENTER



11/1/16
11/1/16

© 2016
1/16
11/1/16

LOWER LEVEL PLAN
DATE: 11/1/16
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: 1/16" = 1'-0"

1 **A RESOLUTION AUTHORIZING A NEIGHBORHOOD SERVICE CENTER LEASE**
2 **AGREEMENT BETWEEN THE CITY OF ATLANTA (LESSOR) AND FULTON COUNTY**
3 **(LESSEE) FOR THE COUNTY’S CONTINUED USE OF APPROXIMATELY 5,237**
4 **RENTABLE SQUARE FEET OF OFFICE SPACE AT 215 LAKEWOOD WAY, SW,**
5 **ATLANTA, GEORGIA, FOR THE BETHLEHEM NEIGHBORHOOD SENIOR CENTER,**
6 **FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2025; AUTHORIZING THE**
7 **CHAIRMAN TO EXECUTE THE LEASE AGREEMENT; AUTHORIZING THE COUNTY**
8 **ATTORNEY TO APPROVE THE LEASE AGREEMENT AS TO FORM PRIOR TO**
9 **EXECUTION; AND FOR OTHER PURPOSES.**
10

11 **WHEREAS**, Fulton County, Georgia (“Fulton County”) is a political subdivision of
12 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
13 of the State; and

14 **WHEREAS**, the Fulton County Department of Aging and Youth Services operates
15 senior centers throughout Fulton County, including Neighborhood Senior Centers and
16 Senior Multipurpose Facilities, which offer a wide array of programming for older adults;
17 and

18 **WHEREAS**, on February 15, 2017, as Agenda Item #17-0147, the Fulton County
19 Board of Commissioners approved a lease agreement with the City of Atlanta pursuant
20 to which Fulton County utilizes 5,237 square feet of office space at 215 Lakewood Way
21 SW, Atlanta, Georgia, to house Fulton County’s Bethlehem Neighborhood Senior Center;
22 and

23 **WHEREAS**, the Fulton County Department of Real Estate and Asset Management
24 has negotiated mutually acceptable terms for the Neighborhood Service Center Lease
25 Agreement with the City of Atlanta to extend Fulton County’s occupancy of 215 Lakewood
26 Way, SW, for a period of one year; and

1 **WHEREAS**, Fulton County desires to execute the Neighborhood Service Center
2 Lease Agreement with the City of Atlanta to allow for the County's continued occupancy
3 of 215 Lakewood Way, SW; and

4 **WHEREAS**, O.C.G.A. § 36-60-13 authorizes Fulton County to enter into multiyear
5 lease, purchase, or lease-purchase contracts of all kinds for the acquisition of goods,
6 materials, real and personal property, services, and supplies under certain
7 circumstances.

8 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
9 Fulton County, Georgia, hereby approves the Neighborhood Service Center Lease
10 Agreement between the City of Atlanta and Fulton County in substantially the form
11 attached hereto as Exhibit "A."

12 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
13 is hereby authorized to execute and deliver the Neighborhood Service Center Lease
14 Agreement to the City of Atlanta.

15 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
16 approve the Neighborhood Service Center Lease Agreement as to form, and to make
17 such other or additional modifications as are necessary, to protect the County's interests
18 prior to execution by the Chairman.

19 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon
20 its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
21 are hereby repealed to the extent of the conflict

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SO PASSED AND ADOPTED, this ____ day of _____ 2024.

FULTON COUNTY BOARD OF COMMISSIONERS

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0015

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Sewer Easement Dedication of 5792 square feet to Fulton County, a political subdivision of the State of Georgia, from the Georgia Power Company, for the purpose of constructing the Georgia Power Encroachment Project at 0 Stonewall Tell Road, South Fulton, Georgia 30349.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed Georgia Power Encroachment Project, a commercial development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 5792 square feet and is located in Land Lot 134 and 149 of the 9F District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system and the addition of a commercial development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the legal owner to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Georgia Power Encroachment
Tax Parcel Identification No.: 09F340201490435
Land Disturbance Permit No.: WRS24-035
Zoning/Special Use Permit No.: DB4995 PG 35
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 21 day of November, 2024, between GEORGIA POWER COMPANY, a corporation duly organized under the laws of the State of GEORGIA, party of the first part (hereinafter referred to as Grantor), and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 134 & 149 of the 9F District, Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Georgia Power Encroachment

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement. Notwithstanding anything in the foregoing to the contrary, where feasible, the location of any manholes (or similar improvements) shall be located in the outermost edge of the easement granted herein.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis; provided, however, any such access shall not obstruct or interfere with the proper operation, maintenance and repair of, or extensions or additions to the Grantor's facilities or Grantor's delivery of services.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

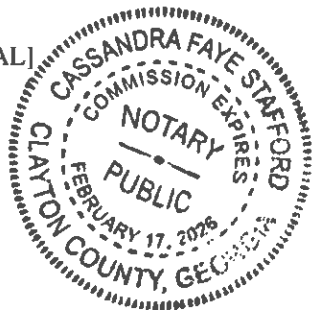
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 21st
day of November, 2024
in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]



GRANTOR: Georgia Power Company
CORPORATE NAME

By: [Signature]
Print Name: Kevin E. Pearson
Title: General Manager, Land Dept.

By: [Signature]
Print Name: Kristi L. Dow
Title: Assistant Secretary

[CORPORATE SEAL]



EASEMENT DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 149 OF THE 9TH DISTRICT, CITIES OF SOUTH FULTON AND UNION CITY, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 149, BEING THE COMMON LAND LOT CORNER FOR LAND LOTS 133,134,149 &150. THENCE LEAVING SAID CORNER, NORTH 56°54'38" WEST, FOR A DISTANCE OF 327.52 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE (1) NORTH 89°57'31" EAST, 144.15 FEET TO A POINT;

THENCE (2) SOUTH 25°30'57" EAST, 130.34 FEET TO A POINT;

THENCE (3) NORTH 64°29'03" EAST, 20.00 FEET TO A POINT;

THENCE (4) NORTH 25°30'57" WEST, 142.95 FEET TO A POINT;

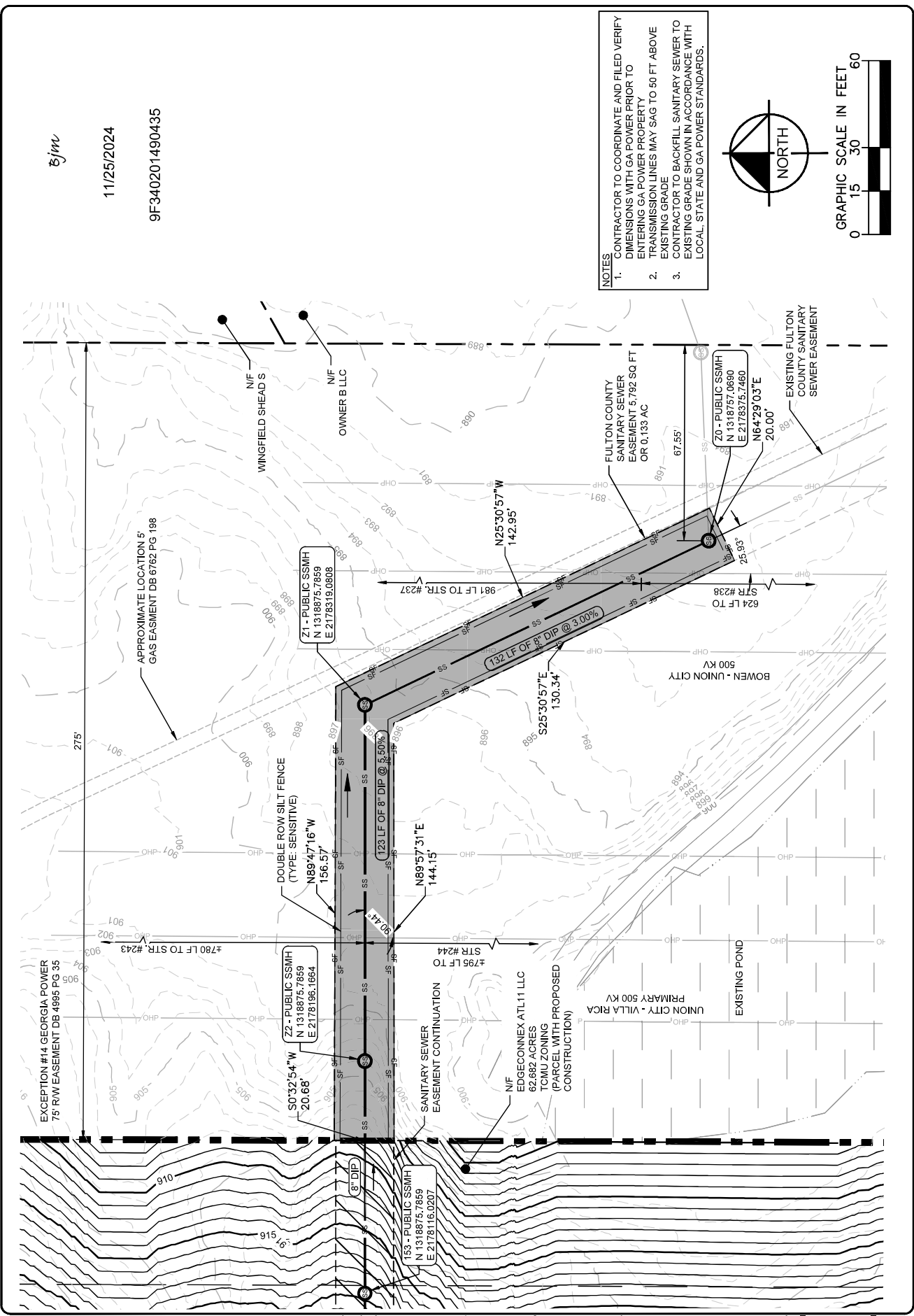
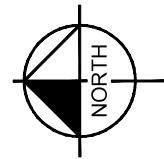
THENCE (5) NORTH 89°47'16" WEST, 156.57 FEET;

THENCE (6) SOUTH 0°32'54" WEST, 20.68 FEET TO A POINT;

CONTAINING 5,792 SQUARE FEET, MORE OR LESS.

bjm
 11/25/2024
 9F340201490435

- NOTES**
1. CONTRACTOR TO COORDINATE AND FILED VERIFY DIMENSIONS WITH GA POWER PRIOR TO ENTERING GA POWER PROPERTY
 2. TRANSMISSION LINES MAY SAG TO 50 FT ABOVE EXISTING GRADE
 3. CONTRACTOR TO BACKFILL SANITARY SEWER TO EXISTING GRADE SHOWN IN ACCORDANCE WITH LOCAL, STATE AND GA POWER STANDARDS.





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0016

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 47,729 square feet to Fulton County, a political subdivision of the State of Georgia, from EdgeconneX ATL11, LLC for the purpose of constructing the EDCATL11 Project at Stonewall Tell Road # R, Union City, Georgia 30349.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

Scope of Work: The proposed EDCATL11 Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 47,729 square feet and is located in Land Lot 134 and 149 of the 9th District of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system

and the addition of a residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of the record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : EDCATL11
Tax Parcel Identification No.: 09F340201490401
Land Disturbance Permit No.: WRS24-035
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 2nd day of December, 2024, between EdgeConneX ATL11, LLC, a corporation duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 134 & 149 of the District, 9th Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

EDCATL11
Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey said sewer easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 2nd
day of December, 2024
in the presence of: Tom Borchert

[Signature]
Witness

[Signature]
Notary Public

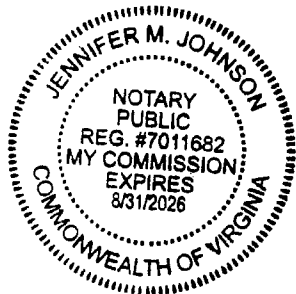
GRANTOR: EdgeConnex ATLI, LLC
CORPORATE NAME

By: [Signature]
Print Name: Edmund Wilson
Title: Chief Operating Officer

By: _____
Print Name: _____
Title: _____

[NOTARIAL SEAL]

[CORPORATE SEAL]



Kimley-Horn
 1200 PEACHTREE STREET NE
 SUITE 800
 ATLANTA, GEORGIA 30308
 PHONE: (404) 419-8700 | www.kimley-horn.com

OWNER (GRANTOR):
EDGECONNEX ATL11 LLC

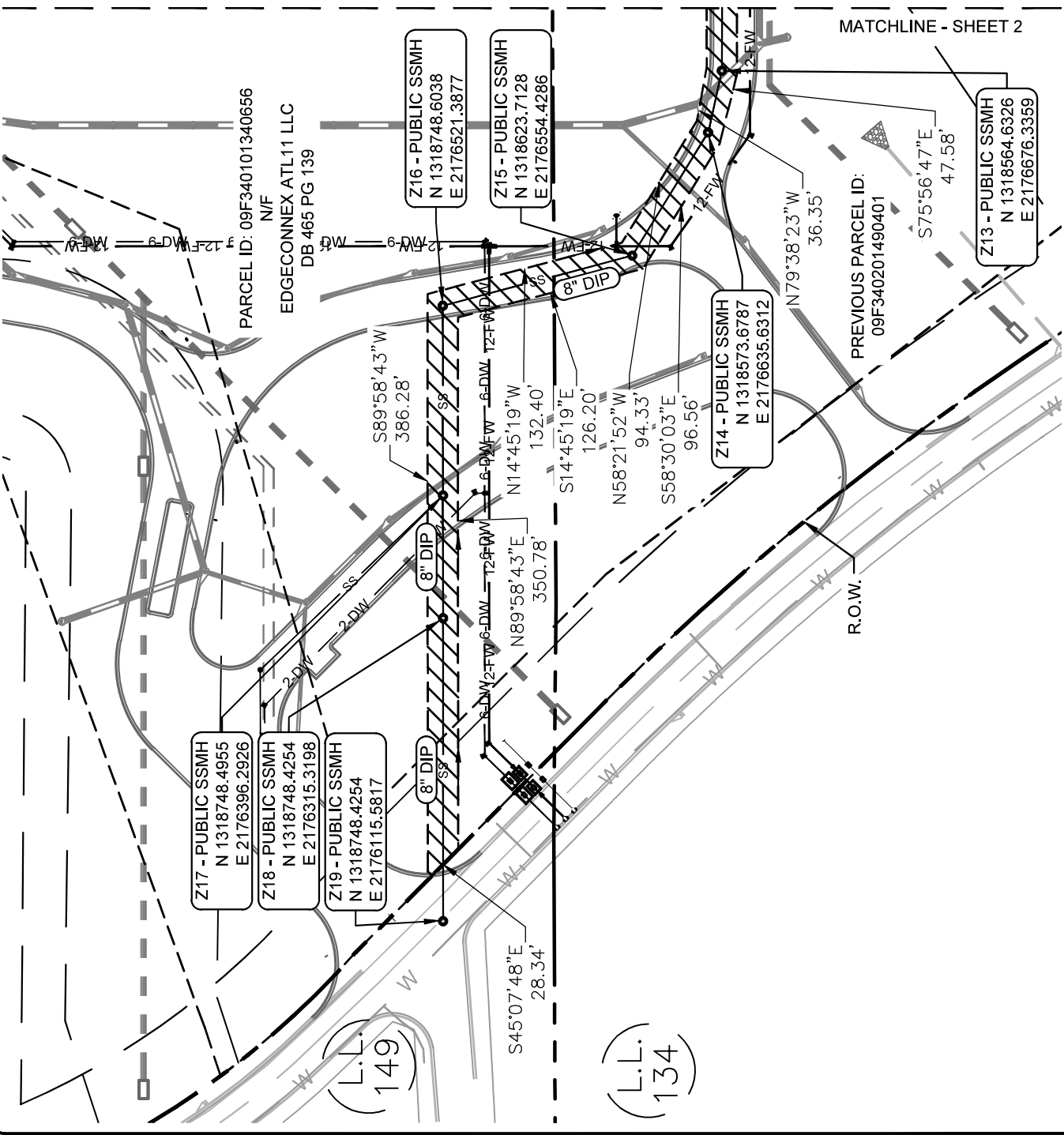
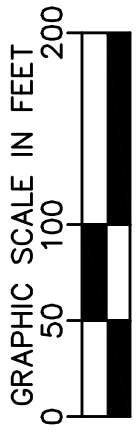
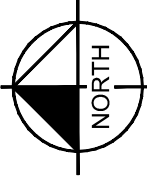
TITLE:
FULTON COUNTY SEWER EXHIBIT A

PROJECT:
EDCATL11

JOB NO.: 013746001
 SCALE: 1" = 150'
 DATE: 11/14/2024

SHEET:
1

Bjm
 12/9/2024



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THE DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC. 2017

Kimley-Horn
1200 PEACHTREE STREET NE
SUITE 800
ATLANTA, GEORGIA 30308
PHONE: (404) 419-8700 | www.kimley-horn.com

OWNER (GRANTOR):
**EDGECONNEX
ATL11 LLC**

TITLE:
**FULTON
COUNTY SEWER
EASEMENT
EXHIBIT A**

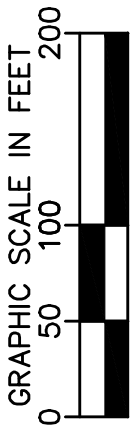
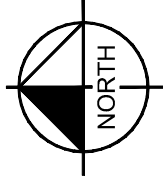
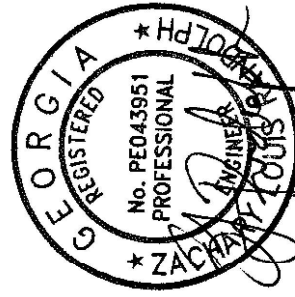
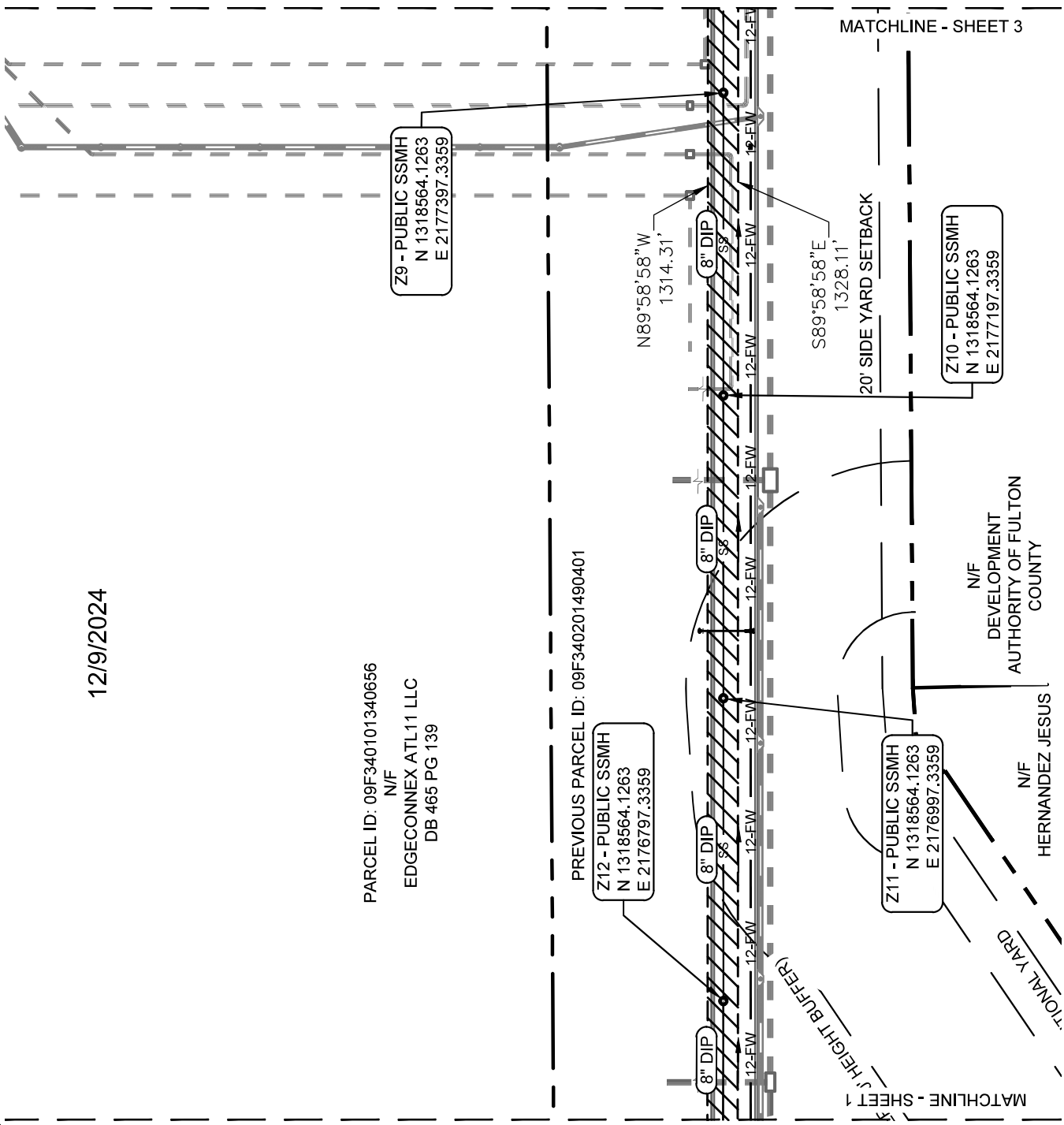
PROJECT:
EDCATL11

JOB NO.: 013746001
SCALE: 1" = 150'
DATE: 11/14/2024

SHEET:
2

Bjm
12/9/2024

12/9/2024



Kimley-Horn
 1200 PEACHTREE STREET NE
 SUITE 800
 ATLANTA, GEORGIA 30308
 PHONE: (404) 419-8700 | www.kimley-horn.com

OWNER (GRANTOR):
EDGECONNEX ATL11 LLC

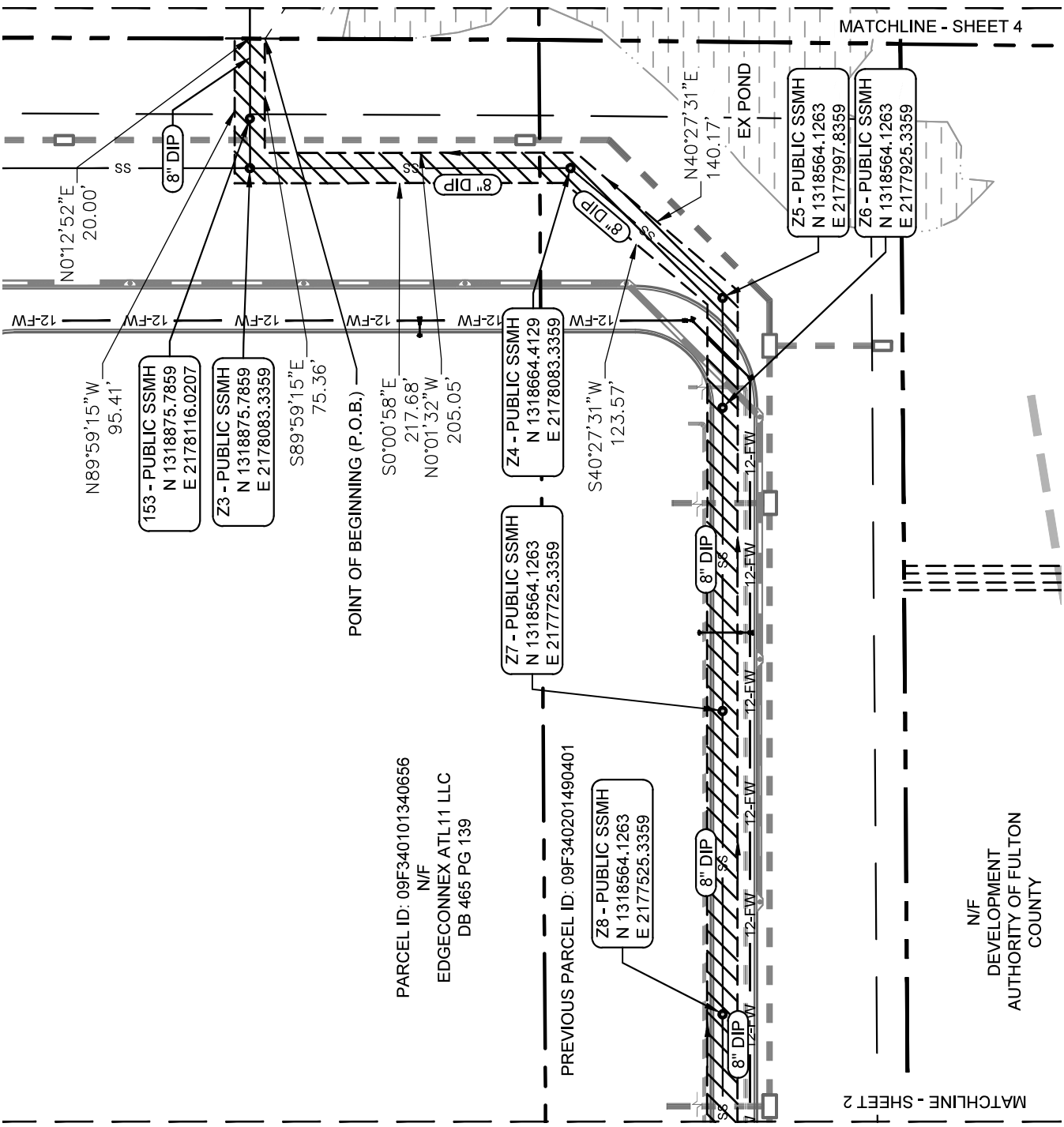
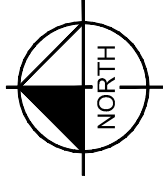
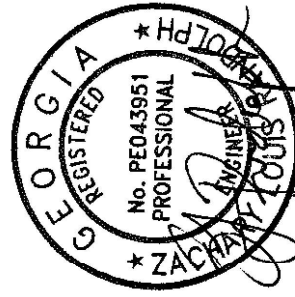
TITLE:
FULTON COUNTY SEWER EASEMENT EXHIBIT A

PROJECT:
EDCATL11

JOB NO.: 013746001
 SCALE: 1" = 150'
 DATE: 11/14/2024

SHEET:
3

Bjm
 12/9/2024



MATCHLINE - SHEET 4

MATCHLINE - SHEET 2

PARCEL ID: 09F340101340656
 N/F
 EDGECONNEX ATL11 LLC
 DB 465 PG 139

PREVIOUS PARCEL ID: 09F340201490401
 Z8 - PUBLIC SSMH
 N 1318564.1263
 E 2177525.3359

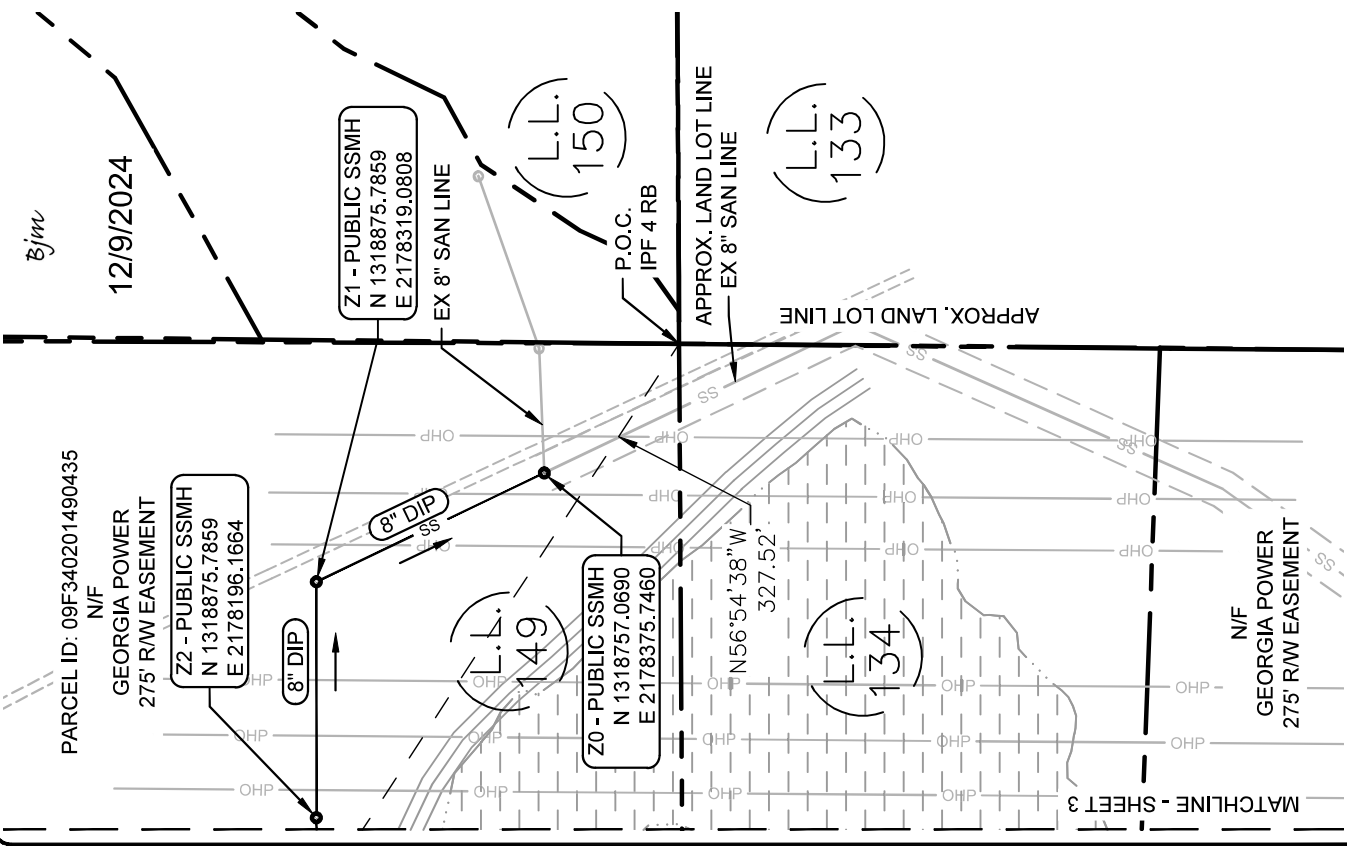
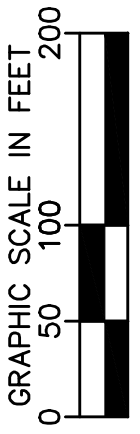
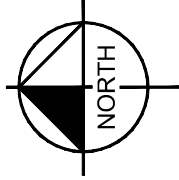
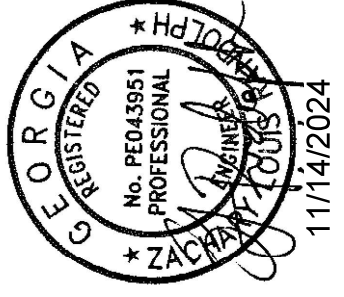
N/F
 DEVELOPMENT
 AUTHORITY OF FULTON
 COUNTY

EASEMENT DESCRIPTION:
 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 149 OF THE 9TH DISTRICT, CITIES OF SOUTH FULTON AND UNION CITY, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF LAND LOT 149, BEING THE COMMON LAND LOT CORNER FOR LAND LOTS 133, 134, 149 & 150. THENCE LEAVING SAID CORNER, NORTH 56°54'38" WEST, FOR A DISTANCE OF 327.52 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

- THENCE (1) NORTH 0°12'52" EAST, 20.00 FEET;
 - THENCE (2) NORTH 89°59'15" WEST, 95.41 FEET TO A POINT;
 - THENCE (3) SOUTH 0°00'58" EAST, 217.68 FEET TO A POINT;
 - THENCE (4) SOUTH 40°27'31" WEST, 123.57 FEET TO A POINT;
 - THENCE (5) NORTH 89°58'58" WEST, 1314.31 FEET TO A POINT;
 - THENCE (6) NORTH 79°38'23" WEST, 36.35 FEET TO A POINT;
 - THENCE (7) NORTH 58°21'52" WEST, 94.33 FEET TO A POINT;
 - THENCE (8) NORTH 14°45'19" WEST, 132.40 FEET TO A POINT;
 - THENCE (9) SOUTH 89°58'43" WEST, 386.28 FEET TO A POINT;
 - THENCE (10) SOUTH 45°07'48" EAST, 28.34 FEET TO A POINT;
 - THENCE (11) NORTH 89°58'43" EAST, 350.78 FEET TO A POINT;
 - THENCE (12) SOUTH 14°45'19" EAST, 126.20 FEET TO A POINT;
 - THENCE (13) SOUTH 58°30'03" EAST, 96.56 FEET TO A POINT;
 - THENCE (14) SOUTH 75°56'47" EAST, 47.58 FEET TO A POINT;
 - THENCE (15) SOUTH 89°58'58" EAST, 1,328.11 FEET TO A POINT;
 - THENCE (16) NORTH 40°27'31" EAST, 140.17 FEET TO A POINT;
 - THENCE (17) NORTH 0°01'32" WEST, 205.05 FEET TO A POINT;
 - THENCE (18) SOUTH 89°59'15" EAST, 75.36 FEET TO A POINT;
- CONTAINING 47,729 SQUARE FEET, MORE OR LESS.

EASEMENT AREAS BY PROPERTY OWNER
 EDGECONNEX ATL11 LLC - 47,729 SF





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0017

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 56,215.27 square feet to Fulton County, a political subdivision of the State of Georgia, from the Toll Southeast LP Company, Inc., for the purpose of constructing the Hawthorn Subdivision Project at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background The proposed Hawthorn Subdivision Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 56,215.27 square feet and is located in Land Lot 93 of the 1st District, 1st Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's sewer system

and the addition of a residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's sewer system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MUST ONLY BE RECORDED BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Hawthorn Subdivision
Tax Parcel Identification No.: 11 027000930073
Land Disturbance Permit No.: D220033 / WRN22-021
Zoning/Special Use Permit No.: Z-22-03
(if applicable)

For Fulton County Use Only
Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 4th day of December, 20 24, between Toll Southeast LP Company, Inc., a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 93, 1 Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Hawthorn Subdivision

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said sewer line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said sewer line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described sewer line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said sewer line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 4th day of December, 2024 in the presence of:

[Signature]
Witness

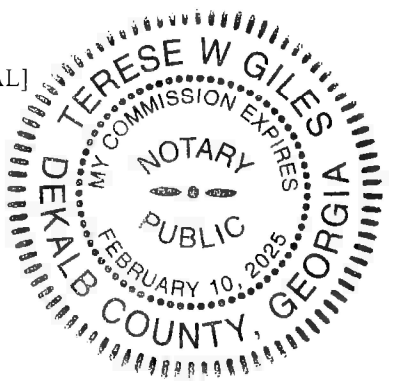
Terese W. Giles
Notary Public

GRANTOR: Toll Southeast LP Company, Inc.
CORPORATE NAME

By: [Signature]
Print Name: Adam Guercio
Title: VP

By: _____
Print Name: _____
Title: _____

[NOTARIAL SEAL]



[CORPORATE SEAL]

Exhibit "A"

LOCATION MAP - NOT TO SCALE



ENCROACHMENT TABLE

STORMWATER PIPE -	456 LF
WATER PIPE -	130 LF

AREA NOTE

20' SANITARY SEWER EASEMENT HAS A TOTAL OF 56,215.27 SQUARE FEET (1.291 ACRES)

EASEMENT NOTE

20' SANITARY SEWER EASEMENT IS CENTERED ON SEWER MAIN (10' EACH SIDE). BEARINGS ON THE SEWER MAIN ARE THE SAME AS THE EASEMENT LINES.

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

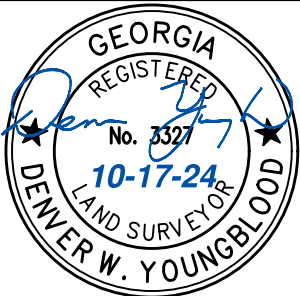
ENGINEER

McFARLAND-DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GA 30024
PHONE: 770.932.6550
CONTACT: JOHN E. NAGY
EMAIL: JNAGY@BOWMAN.COM

SURVEYOR

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DYOUNGBLOOD@MAXRED.COM

CERTIFICATE OF AUTHORIZATION # LSF000953



SITE DATA

ADDRESS 4030 KIMBALL BRIDGE ROAD
ALPHARETTA, GA 30005
TAX PARCEL ID # 11 027000930073
CITY OF ALPHARETTA LDP # D220033
CITY OF ALPHARETTA FINAL PLAT CASE # FP240003

MAXWELL-REDDICK AND ASSOCIATES ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD STATESBORO, GA 30458 (912) 489-7112 OFFICE
2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE



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LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°55'21"E	112.82'
L2	N 89°55'21"E	27.02'
L3	S 00°19'34"E	11.41'
L4	N 89°40'26"E	121.99'
L5	S 00°03'33"E	151.71'
L6	S 14°19'51"E	11.29'
L7	N 79°21'38"E	110.45'
L8	N 89°50'27"E	375.51'
L9	S 85°07'49"E	99.41'
L10	S 56°18'25"E	82.36'
L11	S 31°21'37"E	277.62'
L12	N 57°55'11"E	59.77'
L13	N 33°39'32"E	86.41'
L14	S 56°20'28"E	20.00'
L15	S 33°39'32"W	90.71'
L16	S 57°55'11"W	74.25'
L17	S 58°31'00"W	44.92'
L18	S 66°00'16"W	220.67'
L19	S 72°31'19"W	192.06'
L20	N 17°28'41"W	20.00'
L21	N 72°31'19"E	190.92'
L22	N 66°00'16"E	218.22'
L23	N 58°31'00"E	33.59'
L24	N 31°21'37"W	273.34'
L25	N 56°18'25"W	72.80'
L26	N 85°07'49"W	93.40'
L27	S 89°50'27"W	372.80'
L28	S 79°21'38"W	115.44'
L29	S 50°42'10"W	80.35'
L30	S 27°56'34"W	68.02'
L31	S 00°55'19"E	120.10'
L32	S 25°39'46"E	258.15'
L33	N 87°44'53"E	183.15'
L34	N 76°09'17"E	55.34'
L35	N 13°44'10"W	125.95'
L36	N 76°15'50"E	20.00'
L37	S 13°44'10"E	145.91'
L38	S 76°09'17"W	77.33'
L39	S 87°44'53"W	198.31'
L40	N 25°39'46"W	275.68'
L41	N 00°55'19"W	129.64'
L42	N 27°56'34"E	77.20'
L43	N 50°42'10"E	80.56'
L44	N 14°19'51"W	16.79'
L45	N 00°03'33"W	134.12'
L46	S 89°40'26"W	128.91'
L47	N 00°19'39"W	31.53'

SHEET 1 OF 7

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
CITY OF ALPHARETTA, FULTON COUNTY, GA

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: N/A

LEGAL DESCRIPTION - HAWTHORN SUBDIVISION - 20' SANITARY SEWER EASEMENT

ALL THAT CERTAIN AREA OF LAND LYING AND BEING IN LAND LOT 93 OF THE 1ST LAND DISTRICT, 1ST SECTION OF FULTON COUNTY, CITY OF ALPHARETTA, GEORGIA, CONTAINING 56,215.27 SQUARE FEET (1.291 AC) AND BEING MORE PARTICULARLY DESCRIBED AS "20' SANITARY SEWER EASEMENT" ON A SANITARY SEWER EASEMENT EXHIBIT FOR HAWTHORN SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC. AND FULTON COUNTY, PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED 10-17-24 WHICH READS AS FOLLOWS:

COMMENCING AT A ONE-INCH OPEN TOP PIPE FOUND (1"OTPF) LOCATED AT THE INTERSECTION OF THE LAND LOT LINES COMMON TO LAND LOTS 80, 81, 92, AND 93; THENCE ALONG THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 NORTH 89°55'21" EAST A DISTANCE OF 112.82' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED ON THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93; THENCE CONTINUING ALONG THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 NORTH 89°55'21" EAST A DISTANCE OF 27.02' TO A POINT; THENCE LEAVING THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93 SOUTH 00°19'34" EAST A DISTANCE OF 11.41' TO A POINT; THENCE NORTH 89°40'26" EAST A DISTANCE OF 121.99' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 151.71' TO A POINT; THENCE SOUTH 14°19'51" EAST A DISTANCE OF 11.29' TO A POINT; THENCE NORTH 79°21'38" EAST A DISTANCE OF 110.45' TO A POINT; THENCE NORTH 89°50'27" EAST A DISTANCE OF 375.51' TO A POINT; THENCE SOUTH 85°07'49" EAST A DISTANCE OF 99.41' TO A POINT; THENCE SOUTH 56°18'25" EAST A DISTANCE OF 82.36' TO A POINT; THENCE SOUTH 31°21'37" EAST A DISTANCE OF 277.62' TO A POINT; THENCE NORTH 57°55'11" EAST A DISTANCE OF 59.77' TO A POINT; THENCE NORTH 33°39'32" EAST A DISTANCE OF 86.41' TO A POINT; THENCE SOUTH 56°20'28" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 33°39'32" WEST A DISTANCE OF 90.71' TO A POINT; THENCE SOUTH 57°55'11" WEST A DISTANCE OF 74.25' TO A POINT; THENCE SOUTH 58°31'00" WEST A DISTANCE OF 44.92' TO A POINT; THENCE SOUTH 66°00'16" WEST A DISTANCE OF 220.67' TO A POINT; THENCE SOUTH 72°31'19" WEST A DISTANCE OF 192.06' TO A POINT; THENCE NORTH 17°28'41" WEST A DISTANCE OF 20.00' TO A POINT; THENCE NORTH 72°31'19" EAST A DISTANCE OF 190.92' TO A POINT; THENCE NORTH 66°00'16" EAST A DISTANCE OF 218.22' TO A POINT; THENCE NORTH 58°31'00" EAST A DISTANCE OF 33.59' TO A POINT; THENCE NORTH 31°21'37" WEST A DISTANCE OF 273.34' TO A POINT; THENCE NORTH 56°18'25" WEST A DISTANCE OF 72.80' TO A POINT; THENCE NORTH 85°07'49" WEST A DISTANCE OF 93.40' TO A POINT; THENCE SOUTH 89°50'27" WEST A DISTANCE OF 372.80' TO A POINT; THENCE SOUTH 79°21'38" WEST A DISTANCE OF 115.44' TO A POINT; THENCE SOUTH 50°42'10" WEST A DISTANCE OF 80.35' TO A POINT; THENCE SOUTH 27°56'34" WEST A DISTANCE OF 68.02' TO A POINT; THENCE SOUTH 00°55'19" EAST A DISTANCE OF 120.10' TO A POINT; THENCE SOUTH 25°39'46" EAST A DISTANCE OF 258.15' TO A POINT; THENCE NORTH 87°44'53" EAST A DISTANCE OF 183.15' TO A POINT; THENCE NORTH 76°09'17" EAST A DISTANCE OF 55.34' TO A POINT; THENCE NORTH 13°44'10" WEST A DISTANCE OF 125.95' TO A POINT; THENCE NORTH 76°15'50" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 13°44'10" EAST A DISTANCE OF 145.91' TO A POINT; THENCE SOUTH 76°09'17" WEST A DISTANCE OF 77.33' TO A POINT; THENCE SOUTH 87°44'53" WEST A DISTANCE OF 198.31' TO A POINT; THENCE NORTH 25°39'46" WEST A DISTANCE OF 275.68' TO A POINT; THENCE NORTH 00°55'19" WEST A DISTANCE OF 129.64' TO A POINT; THENCE NORTH 27°56'34" EAST A DISTANCE OF 77.20' TO A POINT; THENCE NORTH 50°42'10" EAST A DISTANCE OF 80.56' TO A POINT; THENCE NORTH 14°19'51" WEST A DISTANCE OF 16.79' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 134.12' TO A POINT; THENCE SOUTH 89°40'26" WEST A DISTANCE OF 128.91' TO A POINT; THENCE NORTH 00°19'39" WEST A DISTANCE OF 31.53' TO A POINT LOCATED ON THE LAND LOT LINE COMMON TO LAND LOTS 92 AND 93, WHICH IS THE POINT OF BEGINNING.



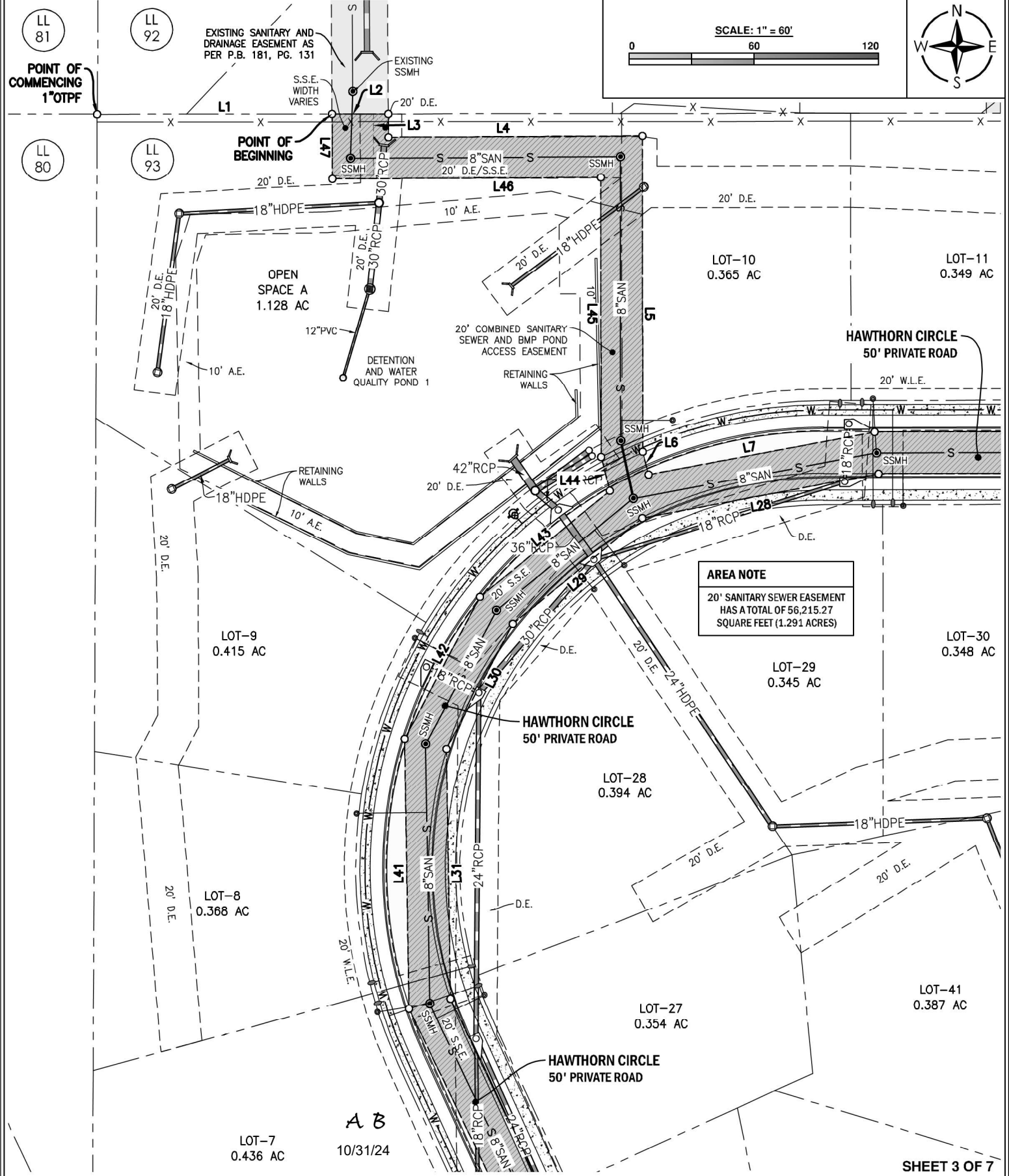
MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD
STATESBORO, GA 30458
(912) 489-7112 OFFICE

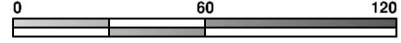
2500 NORTHWINDS PKWY
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: N/A

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
CITY OF ALPHARETTA, FULTON COUNTY, GA **80**



SCALE: 1" = 60'



AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

A B
 10/31/24

SHEET 3 OF 7



MAXWELL-REDDICK AND ASSOCIATES
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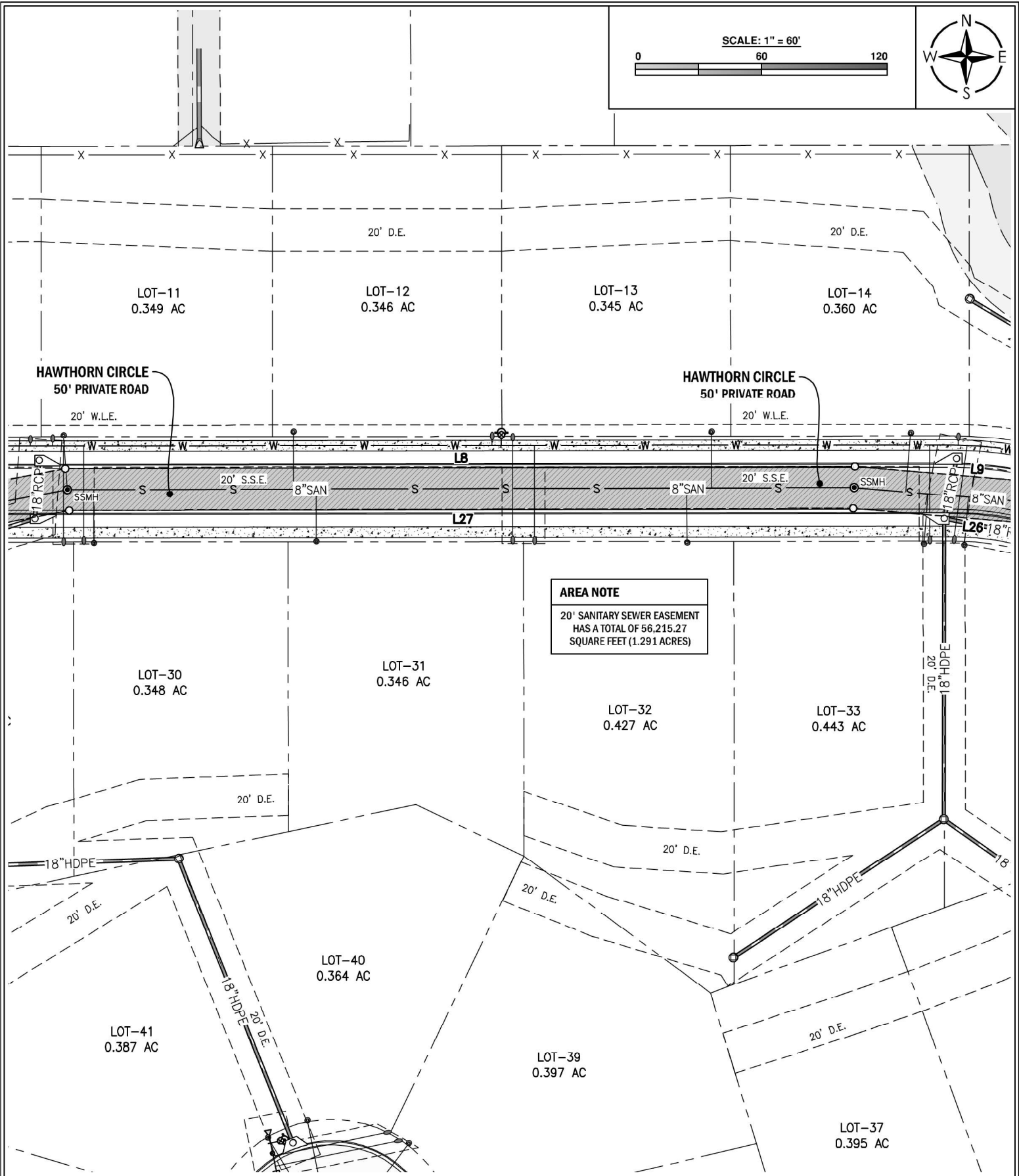
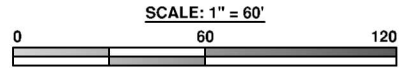
40 JOE KENNEDY BLVD STATESBORO, GA 30458 (912) 489-7112 OFFICE

2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE

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DRAWN BY: JTD
 DATE: 10-17-2024
 JOB NO.: 2023-180
 SCALE: 1" = 60'

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AREA NOTE
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 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

A B
 10/31/24

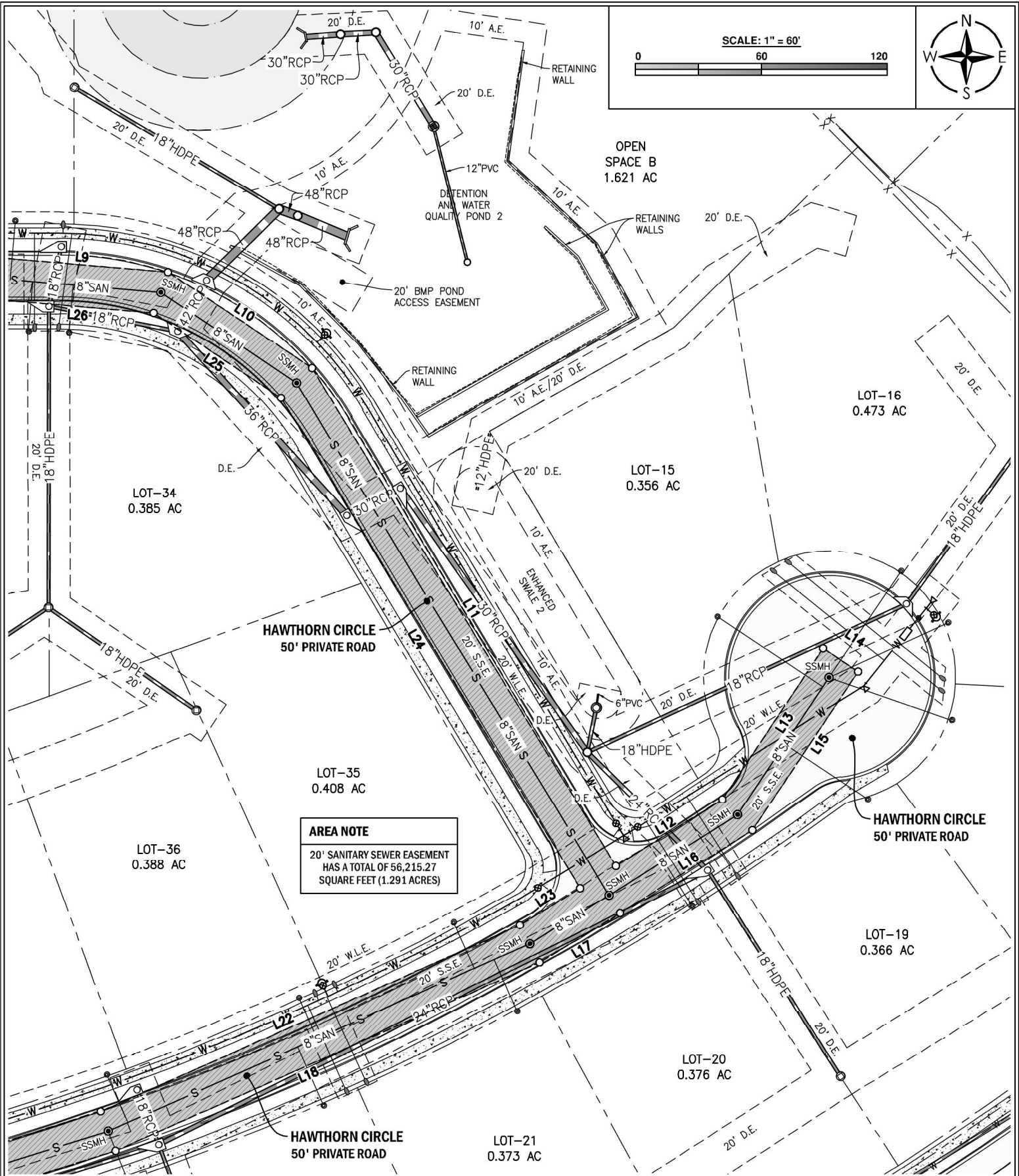
SHEET 4 OF 7



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 40 JOE KENNEDY BLVD STATESBORO, GA 30458 (912) 489-7112 OFFICE
 2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
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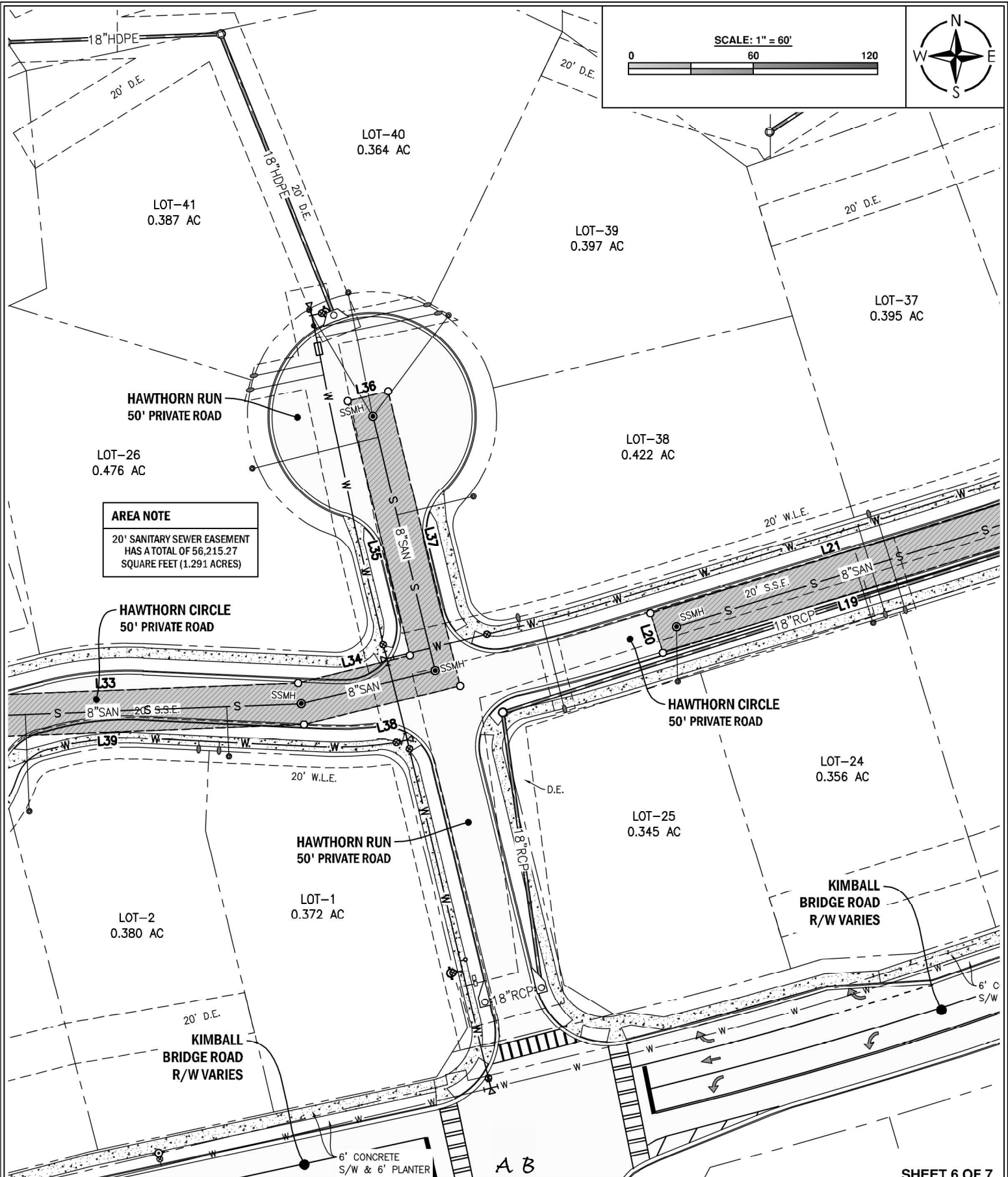
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A B
 10/31/24

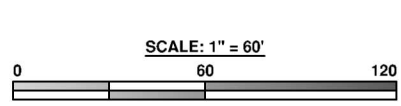
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AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)



LOT-26
0.476 AC

LOT-40
0.364 AC

LOT-39
0.397 AC

LOT-37
0.395 AC

LOT-38
0.422 AC

HAWTHORN CIRCLE
50' PRIVATE ROAD

LOT-2
0.380 AC

LOT-1
0.372 AC

LOT-25
0.345 AC

LOT-24
0.356 AC

KIMBALL
BRIDGE ROAD
R/W VARIES

KIMBALL
BRIDGE ROAD
R/W VARIES

HAWTHORN RUN
50' PRIVATE ROAD

HAWTHORN CIRCLE
50' PRIVATE ROAD

6" CONCRETE
S/W & 6" PLANTER

A B

SHEET 6 OF 7



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10/31/24

DRAWN BY: JTD

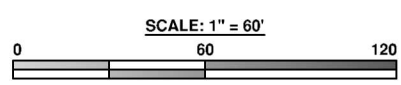
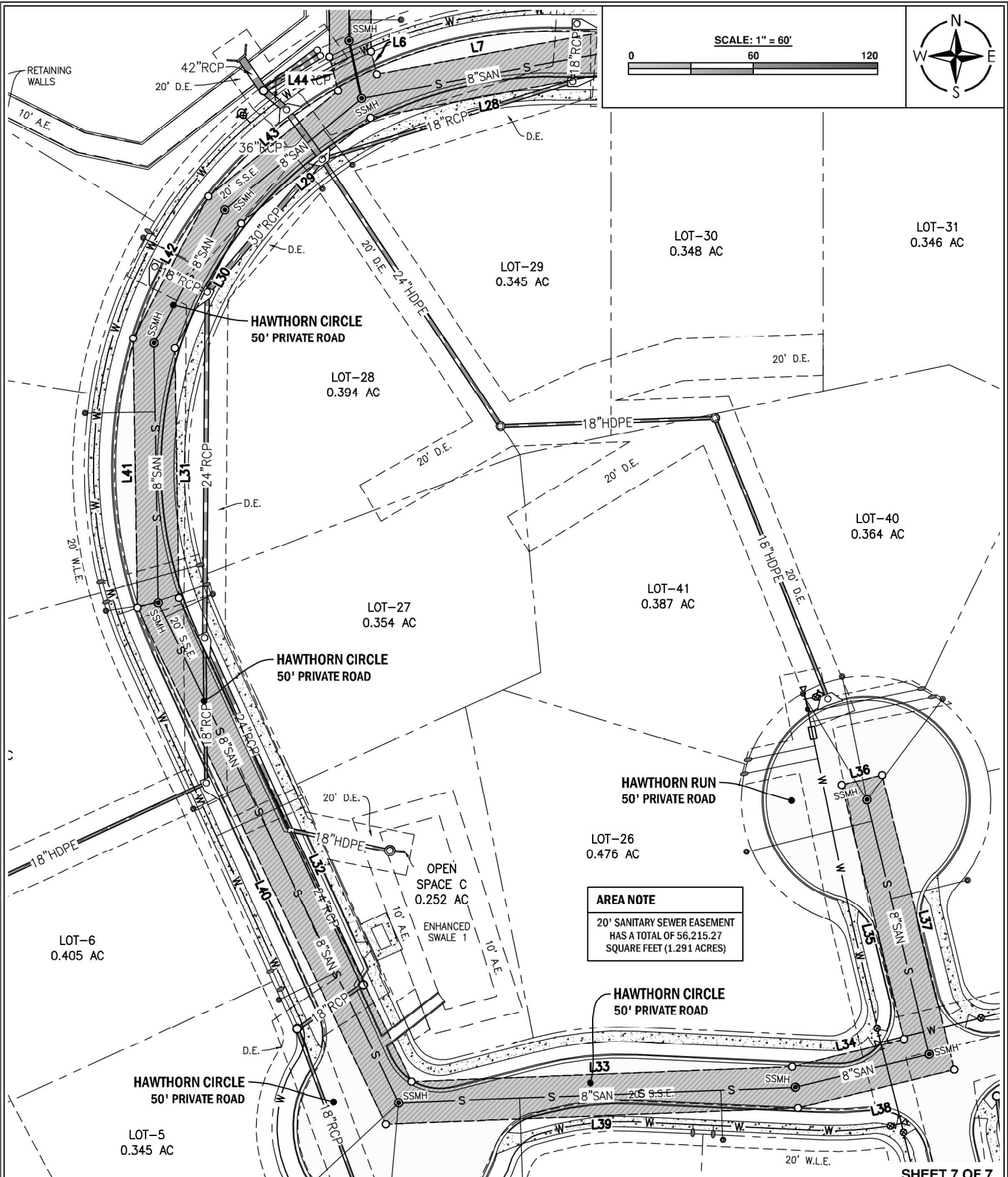
DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: 1" = 60'

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
 PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
 CITY OF ALPHARETTA, FULTON COUNTY, GA



AREA NOTE
 20' SANITARY SEWER EASEMENT
 HAS A TOTAL OF 56,215.27
 SQUARE FEET (1.291 ACRES)

SHEET 7 OF 7



MAXWELL-REDDICK AND ASSOCIATES
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2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE

AB
 10/31/24

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: 1" = 60'

SANITARY SEWER EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
 PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
 CITY OF ALPHARETTA, FULTON COUNTY, GA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0018

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Easement Dedication of 69,328.49 square feet to Fulton County, a political subdivision of the State of Georgia, from Toll Southeast LP Company, Inc., for the purpose of constructing the Hawthorn Subdivision Project at 0 Kimball Bridge Road, Alpharetta, Georgia 30022.

Requirement for Board Action

According to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background The proposed Hawthorn Subdivision Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 69,328.49 square feet and is located in Land Lot 93 of the 1st District, 1st Section of Fulton County, Georgia.

Community Impact: The community will benefit from the extension of the County's water system and the addition of a residential development.

Department Recommendation: The Department of Real Estate and Asset Management recommends acceptance of the easement dedication.

Project Implications: Easement dedications by the owner of record to Fulton County are made a part of the public record and grant Fulton County access to perform construction, maintenance, and upgrades to the County's water system once the proposed improvements are installed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

Acceptance of this easement dedication does not involve the expenditure or the receipt of funds.

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division
141 Pryor Street, S.W. – Suite 8021
Atlanta, Georgia 30303

Project Name : Hawthorn Subdivision
Tax Parcel Identification No.: 11 027000930073
Land Disturbance Permit No.: D220033 / WRN22-021
Zoning/Special Use Permit No.: Z-22-03
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 4th day of December, 2024, between Tojl Southeast LP Company, Inc., a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to **FULTON COUNTY** and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 93, 1 Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit:

Hawthorn Subdivision

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 4th day of December, 2024 in the presence of:

GRANTOR: Toll Southeast LP Company, Inc.
CORPORATE NAME

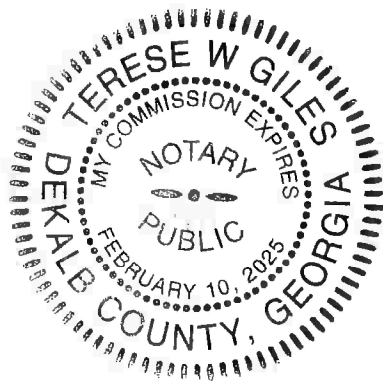
[Signature]
Witness

By: [Signature]
Print Name: Adam Guercio
Title: VP

[Signature]
Notary Public

By: _____
Print Name: _____
Title: _____

[NOTARIAL SEAL]



[CORPORATE SEAL]

Exhibit "A"

LOCATION MAP - NOT TO SCALE



ENCROACHMENT TABLE

STORMWATER PIPE -	599 LF
SANITARY SEWER PIPE -	286 LF

AREA NOTE

20' WATER LINE EASEMENT HAS A TOTAL OF 69,328.49 SQUARE FEET (1.591 ACRES)

CURVE TABLE

CURVE	BEARING	RADIUS	ARC	CHORD
C1	S 87°20'44"W	180.50'	33.62'	33.57'
C2	S 82°38'35"W	126.00'	43.01'	42.80'
C3	S 48°53'22"W	11.06'	8.46'	8.25'
C4	N 64°34'39"W	67.41'	233.43'	133.10'
C5	N 01°41'48"E	11.06'	8.38'	8.19'
C6	N 32°39'56"E	230.50'	460.84'	387.83'
C7	S 60°30'14"E	180.50'	186.22'	178.07'
C8	S 62°56'28"W	1289.50'	97.91'	97.89'
C9	S 69°31'24"W	1289.50'	158.28'	158.18'
C10	S 87°41'49"W	160.50'	27.93'	27.89'
C11	S 82°43'31"W	146.25'	49.65'	49.41'
C12	S 47°36'48"W	31.06'	27.15'	26.29'
C13	N 64°40'32"W	47.42'	166.76'	93.17'
C14	N 03°15'57"E	31.06'	27.25'	26.39'
C15	N 22°18'44"W	210.50'	16.88'	16.88'
C16	N 37°56'30"E	210.50'	382.08'	331.75'
C17	S 58°46'45"E	160.50'	155.89'	149.84'
C18	S 62°56'46"W	1269.50'	96.16'	96.14'
C19	S 69°04'41"W	1269.50'	175.56'	175.42'

OWNER / DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC
4080 MCGINNIS FERRY ROAD
ALPHARETTA, GA 30005
PHONE: 678.699.1403
CONTACT: J.R. CROWE
EMAIL: JCROWE1@TOLLBROTHERS.COM

CONTRACTOR

A.L. GRADING CONTRACTORS
110 PEACHTREE INDUSTRIAL BLVD
SUGAR HILL, GA 30518
PHONE: 770.945.5059
CONTACTS: BLAKE WOOD / DAVID ARMENTA
EMAILS: BLAKE@ALGC.NET / DAVID@ALGC.NET

ENGINEER

McFARLAND-DYER & ASSOCIATES, INC.
4174 SILVER PEAK PARKWAY
SUWANEE, GA 30024
PHONE: 770.932.6550
CONTACT: JOHN E. NAGY
EMAIL: JNAGY@BOWMAN.COM

SURVEYOR

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS III
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DYOUNGBLOOD@MAXRED.COM

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 75°25'01"E	203.12'
L2	N 77°47'10"E	172.04'
L3	N 32°02'52"E	13.96'
L4	N 76°42'29"E	4.14'
L5	N 13°36'34"W	141.66'
L6	N 87°18'47"W	87.79'
L7	N 24°36'35"W	191.48'
L8	N 89°56'27"E	447.30'
L9	S 30°51'43"E	227.57'
L10	N 57°58'41"E	122.77'
L11	N 38°53'24"E	8.97'
L12	N 51°06'36"W	60.82'
L13	N 59°48'22"E	18.97'
L14	S 51°06'36"E	54.05'
L15	N 38°55'45"E	32.44'
L16	S 51°03'57"E	20.00'
L17	S 38°56'03"W	29.44'
L18	S 51°06'36"E	14.74'
L19	S 04°58'17"W	17.91'
L20	N 51°06'36"W	24.73'
L21	S 38°53'24"W	18.18'
L22	S 57°58'41"W	95.83'
L23	S 32°38'55"E	36.58'
L24	S 56°35'20"W	10.00'
L25	N 32°38'55"W	36.83'
L26	S 57°58'41"W	12.51'
L27	S 32°38'55"E	37.02'
L28	S 57°33'44"W	10.00'
L29	N 32°38'55"W	37.10'
L30	S 58°46'10"W	66.94'
L31	S 24°39'42"E	36.50'
L32	S 65°33'42"W	20.33'
L33	N 24°12'55"W	36.50'
L34	S 73°02'24"W	15.69'
L35	S 16°57'36"E	36.50'
L36	S 73°02'24"W	19.85'
L37	N 16°57'36"W	36.50'
L38	S 73°03'02"W	131.26'
L39	S 75°51'21"W	17.75'
L40	S 14°10'52"E	35.20'
L41	S 75°49'06"W	10.00'
L42	N 14°10'52"W	35.21'
L43	S 75°51'21"W	61.98'

LINE TABLE

LINE	BEARING	DISTANCE
L44	S 13°36'34"E	181.61'
L45	S 76°42'29"W	20.00'
L46	N 13°36'34"W	20.11'
L47	N 87°18'47"W	87.78'
L48	N 24°36'35"W	93.37'
L49	N 65°23'25"E	36.50'
L50	N 24°36'35"W	10.00'
L51	S 65°23'25"W	36.50'
L52	N 24°36'35"W	88.71'
L53	N 71°33'12"E	36.52'
L54	N 17°03'26"W	19.95'
L55	S 74°34'54"W	36.51'
L56	N 89°56'27"E	18.61'
L57	S 00°03'33"E	36.50'
L58	N 89°56'27"E	19.53'
L59	N 00°03'33"W	36.50'
L60	N 89°56'27"E	194.06'
L61	S 00°03'33"E	36.50'
L62	N 89°56'27"E	20.39'
L63	N 00°03'33"W	36.50'
L64	N 89°56'27"E	177.89'
L65	S 00°03'33"E	36.50'
L66	N 89°56'27"E	21.34'
L67	N 08°01'15"E	36.57'
L68	S 30°51'43"E	227.75'
L69	S 58°48'57"W	48.41'
L70	S 73°02'24"W	165.82'
L71	S 75°51'21"W	89.66'
L72	N 13°29'54"W	55.55'
L73	N 11°35'31"W	86.93'
L74	N 78°24'29"E	58.46'
L75	N 60°03'42"W	22.54'
L76	S 78°24'29"W	41.59'
L77	N 11°35'31"W	14.66'
L78	S 78°24'29"W	20.00'
L79	S 11°35'31"E	31.30'
L80	S 78°24'29"W	21.38'
L81	S 15°49'17"W	18.34'
L82	N 78°24'33"E	29.82'
L83	S 11°35'31"E	69.33'
L84	S 13°29'58"E	55.92'
L85	S 13°46'22"E	39.69'

EASEMENT NOTE

20' WATER LINE EASEMENT IS CENTERED ON WATER MAIN (10' EACH SIDE). BEARINGS ON THE WATER MAIN ARE THE SAME AS THE EASEMENT LINES. WATER LINE EASEMENT ALSO ENCOMPASSES THE LONG SIDE SERVICE METERS AND ARE 5 FEET TO EACH SIDE OF THE SERVICE LINE

SITE DATA

ADDRESS 4030 KIMBALL BRIDGE ROAD
ALPHARETTA, GA 30005

TAX PARCEL ID # 11 027000930073
CITY OF ALPHARETTA LDP # D220033
CITY OF ALPHARETTA FINAL PLAT CASE # FP240003

CERTIFICATE OF AUTHORIZATION # LSF000953



MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD
STATESBORO, GA 30458
(912) 489-7112 OFFICE

2500 NORTHWINDS PKWY
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

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DRAWN BY: JTD

DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: N/A

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR

**TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
CITY OF ALPHARETTA, FULTON COUNTY, GA

LEGAL DESCRIPTION - HAWTHORN SUBDIVISION - 20' WATER LINE EASEMENT

ALL THAT CERTAIN AREA OF LAND LYING AND BEING IN LAND LOT 93 OF THE 1ST LAND DISTRICT, 1ST SECTION OF FULTON COUNTY, CITY OF ALPHARETTA, GEORGIA, CONTAINING 69,328.49 SQUARE FEET (1.591 AC) AND BEING MORE PARTICULARLY DESCRIBED AS "20' WATER LINE EASEMENT" ON A WATER LINE EASEMENT EXHIBIT FOR HAWTHORN SUBDIVISION, PREPARED FOR TOLL SOUTHEAST LP COMPANY, INC. AND FULTON COUNTY, PREPARED BY MAXWELL-REDDICK AND ASSOCIATES, DATED 10-17-24 WHICH READS AS FOLLOWS:

COMMENCING AT A CAPPED REBAR SET (CRBS) LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF BUICE ROAD (R/W VARIES) AND THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 75°25'01" EAST A DISTANCE OF 203.12' TO A POINT; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 77°47'10" EAST A DISTANCE OF 172.04' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 32°02'52" EAST A DISTANCE OF 13.96' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 76°42'29" EAST A DISTANCE OF 4.14' TO A POINT, WHICH IS THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES); THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 13°36'34" WEST A DISTANCE OF 141.66' TO A POINT; THENCE SOUTH 87°20'44" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=33.62', RADIUS=180.50') WHICH SUBTENDS A CHORD DISTANCE OF 33.57' TO A POINT; THENCE NORTH 87°18'47" WEST A DISTANCE OF 87.79' TO A POINT; THENCE SOUTH 82°38'35" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=43.01', RADIUS=126.00') WHICH SUBTENDS A CHORD DISTANCE OF 42.80' TO A POINT; THENCE SOUTH 48°53'22" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=8.46', RADIUS=11.06') WHICH SUBTENDS A CHORD DISTANCE OF 8.25' TO A POINT; THENCE NORTH 64°34'39" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=233.43', RADIUS=67.41') WHICH SUBTENDS A CHORD DISTANCE OF 133.10' TO A POINT; THENCE NORTH 01°41'48" EAST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=8.38', RADIUS=11.06') WHICH SUBTENDS A CHORD DISTANCE OF 8.19' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 191.48' TO A POINT; THENCE NORTH 32°39'56" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=460.84', RADIUS=230.50') WHICH SUBTENDS A CHORD DISTANCE OF 387.83' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 447.30' TO A POINT; THENCE SOUTH 60°30'14" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=186.22', RADIUS=180.50') WHICH SUBTENDS A CHORD DISTANCE OF 178.07' TO A POINT; THENCE SOUTH 30°51'43" EAST A DISTANCE OF 227.57' TO A POINT; THENCE NORTH 57°58'41" EAST A DISTANCE OF 122.77' TO A POINT; THENCE NORTH 38°53'24" EAST A DISTANCE OF 8.97' TO A POINT; THENCE NORTH 51°06'36" WEST A DISTANCE OF 60.82' TO A POINT; THENCE NORTH 59°48'22" EAST A DISTANCE OF 18.97' TO A POINT; THENCE SOUTH 51°06'36" EAST A DISTANCE OF 54.05' TO A POINT; THENCE NORTH 38°55'45" EAST A DISTANCE OF 32.44' TO A POINT; THENCE SOUTH 51°03'57" EAST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 38°56'03" WEST A DISTANCE OF 29.44' TO A POINT; THENCE SOUTH 51°06'36" EAST A DISTANCE OF 14.74' TO A POINT; THENCE SOUTH 04°58'17" WEST A DISTANCE OF 17.91' TO A POINT; THENCE NORTH 51°06'36" WEST A DISTANCE OF 24.73' TO A POINT; THENCE SOUTH 38°53'24" WEST A DISTANCE OF 18.18' TO A POINT; THENCE SOUTH 57°58'41" WEST A DISTANCE OF 95.83' TO A POINT; THENCE SOUTH 32°38'55" EAST A DISTANCE OF 36.58' TO A POINT; THENCE SOUTH 56°35'20" WEST A DISTANCE OF 10.00' TO A POINT; THENCE NORTH 32°38'55" WEST A DISTANCE OF 36.83' TO A POINT; THENCE SOUTH 57°58'41" WEST A DISTANCE OF 12.51' TO A POINT; THENCE SOUTH 32°38'55" EAST A DISTANCE OF 37.02' TO A POINT; THENCE SOUTH 57°33'44" WEST A DISTANCE OF 10.00' TO A POINT; THENCE NORTH 32°38'55" WEST A DISTANCE OF 37.10' TO A POINT; THENCE SOUTH 58°46'10" WEST A DISTANCE OF 66.94' TO A POINT; THENCE SOUTH 62°56'28" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=97.91', RADIUS=1289.50') WHICH SUBTENDS A CHORD DISTANCE OF 97.89' TO A POINT; THENCE SOUTH 24°39'42" EAST A DISTANCE OF 36.50' TO A POINT; THENCE SOUTH 65°33'42" WEST A DISTANCE OF 20.33' TO A POINT; THENCE NORTH 24°12'55" WEST A DISTANCE OF 36.50' TO A POINT; THENCE SOUTH 69°31'24" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=158.28', RADIUS=1289.50') WHICH SUBTENDS A CHORD DISTANCE OF 158.18' TO A POINT; THENCE SOUTH 73°02'24" WEST A DISTANCE OF 15.69' TO A POINT; THENCE SOUTH 16°57'36" EAST A DISTANCE OF 36.50' TO A POINT; THENCE SOUTH 73°03'02" WEST A DISTANCE OF 131.26' TO A POINT; THENCE SOUTH 75°51'21" WEST A DISTANCE OF 17.75' TO A POINT; THENCE SOUTH 14°10'52" EAST A DISTANCE OF 35.20' TO A POINT; THENCE SOUTH 75°49'06" WEST A DISTANCE OF 10.00' TO A POINT; THENCE NORTH 14°10'52" WEST A DISTANCE OF 35.21' TO A POINT; THENCE SOUTH 75°51'21" WEST A DISTANCE OF 61.98' TO A POINT; THENCE SOUTH 13°36'34" EAST A DISTANCE OF 181.61' TO A POINT; THENCE SOUTH 76°42'29" WEST A DISTANCE OF 20.00' TO A POINT LOCATED ON THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES), WHICH IS THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT A CAPPED REBAR SET (CRBS) LOCATED AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY OF BUICE ROAD (R/W VARIES) AND THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES); THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 75°25'01" EAST A DISTANCE OF 203.12' TO A POINT; THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 77°47'10" EAST A DISTANCE OF 172.04' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 32°02'52" EAST A DISTANCE OF 13.96' TO A CAPPED REBAR SET (CRBS); THENCE CONTINUING ALONG THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 76°42'29" EAST A DISTANCE OF 4.14' TO A POINT; THENCE LEAVING THE NORTHERN RIGHT-OF-WAY OF KIMBALL BRIDGE ROAD (R/W VARIES) NORTH 13°36'34" WEST A DISTANCE OF 141.66' TO A POINT; THENCE NORTH 13°36'34" WEST ALONG A TIE LINE A DISTANCE OF 20.11' TO A POINT, WHICH IS THE POINT OF BEGINNING.

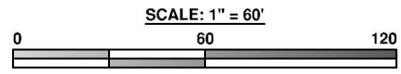
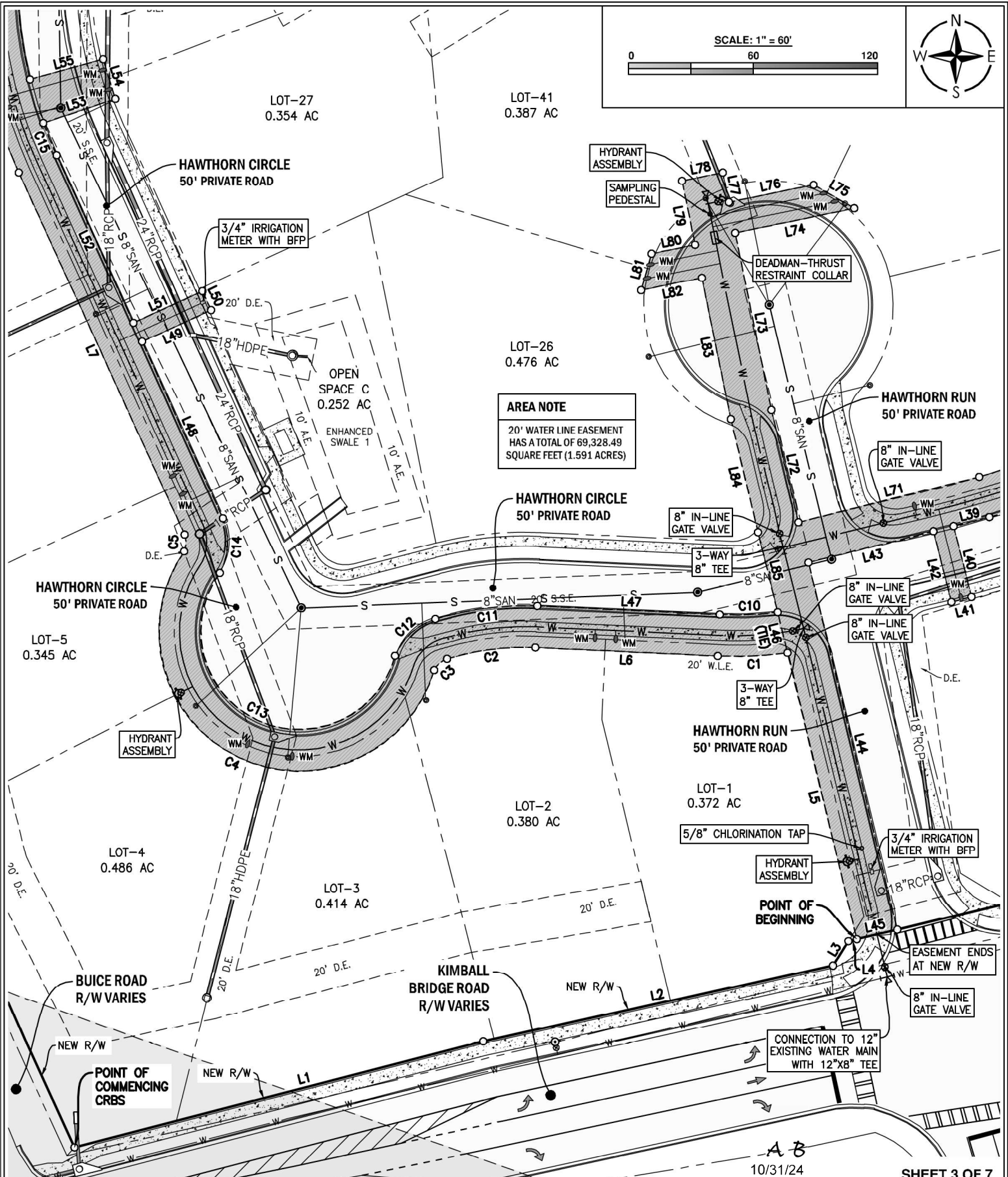
BEGINNING AT SAID POINT; THENCE SOUTH 87°41'49" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=27.93', RADIUS=160.50') WHICH SUBTENDS A CHORD DISTANCE OF 27.89' TO A POINT; THENCE NORTH 87°18'47" WEST A DISTANCE OF 87.78' TO A POINT; THENCE SOUTH 82°43'31" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=49.65', RADIUS=146.25') WHICH SUBTENDS A CHORD DISTANCE OF 49.41' TO A POINT; THENCE SOUTH 47°36'48" WEST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=27.15', RADIUS=31.06') WHICH SUBTENDS A CHORD DISTANCE OF 26.29' TO A POINT; THENCE NORTH 64°40'32" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=166.76', RADIUS=47.42') WHICH SUBTENDS A CHORD DISTANCE OF 93.17' TO A POINT; THENCE NORTH 03°15'57" EAST COUNTERCLOCKWISE ALONG THE ARC OF A CURVE (ARC=27.25', RADIUS=31.06') WHICH SUBTENDS A CHORD DISTANCE OF 26.39' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 93.37' TO A POINT; THENCE NORTH 65°23'25" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 10.00' TO A POINT; THENCE SOUTH 65°23'25" WEST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 24°36'35" WEST A DISTANCE OF 88.71' TO A POINT; THENCE NORTH 22°18'44" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=16.88', RADIUS=210.50') WHICH SUBTENDS A CHORD DISTANCE OF 16.88' TO A POINT; THENCE NORTH 71°33'12" EAST A DISTANCE OF 36.52' TO A POINT; THENCE NORTH 17°03'26" WEST A DISTANCE OF 19.95' TO A POINT; THENCE SOUTH 74°34'54" WEST A DISTANCE OF 36.51' TO A POINT; THENCE NORTH 37°56'30" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=382.08', RADIUS=210.50') WHICH SUBTENDS A CHORD DISTANCE OF 331.75' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 18.61' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 19.53' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 194.06' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 20.39' TO A POINT; THENCE NORTH 00°03'33" WEST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 177.89' TO A POINT; THENCE SOUTH 00°03'33" EAST A DISTANCE OF 36.50' TO A POINT; THENCE NORTH 89°56'27" EAST A DISTANCE OF 21.34' TO A POINT; THENCE NORTH 08°01'15" EAST A DISTANCE OF 36.57' TO A POINT; THENCE SOUTH 58°46'45" EAST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=155.89', RADIUS=160.50') WHICH SUBTENDS A CHORD DISTANCE OF 149.84' TO A POINT; THENCE SOUTH 30°51'43" EAST A DISTANCE OF 227.75' TO A POINT; THENCE SOUTH 58°48'57" WEST A DISTANCE OF 48.41' TO A POINT; THENCE SOUTH 62°56'46" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=96.16', RADIUS=1269.50') WHICH SUBTENDS A CHORD DISTANCE OF 96.14' TO A POINT; THENCE SOUTH 69°04'41" WEST CLOCKWISE ALONG THE ARC OF A CURVE (ARC=175.56', RADIUS=1269.50') WHICH SUBTENDS A CHORD DISTANCE OF 175.42' TO A POINT; THENCE SOUTH 73°02'24" WEST A DISTANCE OF 165.82' TO A POINT; THENCE SOUTH 75°51'21" WEST A DISTANCE OF 89.66' TO A POINT; THENCE NORTH 13°29'54" WEST A DISTANCE OF 55.55' TO A POINT; THENCE NORTH 11°35'31" WEST A DISTANCE OF 86.93' TO A POINT; THENCE NORTH 78°24'29" EAST A DISTANCE OF 58.46' TO A POINT; THENCE NORTH 60°03'42" WEST A DISTANCE OF 22.54' TO A POINT; THENCE SOUTH 78°24'29" WEST A DISTANCE OF 41.59' TO A POINT; THENCE NORTH 11°35'31" WEST A DISTANCE OF 14.66' TO A POINT; THENCE SOUTH 78°24'29" WEST A DISTANCE OF 20.00' TO A POINT; THENCE SOUTH 11°35'31" EAST A DISTANCE OF 31.30' TO A POINT; THENCE SOUTH 78°24'29" WEST A DISTANCE OF 21.38' TO A POINT; THENCE SOUTH 15°49'17" WEST A DISTANCE OF 18.34' TO A POINT; THENCE NORTH 78°24'33" EAST A DISTANCE OF 29.82' TO A POINT; THENCE SOUTH 11°35'31" EAST A DISTANCE OF 69.33' TO A POINT; THENCE SOUTH 13°29'58" EAST A DISTANCE OF 55.92' TO A POINT; THENCE SOUTH 13°46'22" EAST A DISTANCE OF 39.69' TO A POINT, WHICH IS THE POINT OF BEGINNING.



MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING
 40 JOE KENNEDY BLVD SUITE 360
 STATESBORO, GA 30458 ALPHARETTA, GA 30009
 (912) 489-7112 OFFICE (404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: N/A

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
 PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTION
 CITY OF ALPHARETTA, FULTON COUNTY, GA



AREA NOTE
 20' WATER LINE EASEMENT
 HAS A TOTAL OF 69,328.49
 SQUARE FEET (1.591 ACRES)

10/31/24 **SHEET 3 OF 7**

**WATER LINE EASEMENT EXHIBIT
 FOR HAWTHORN SUBDIVISION
 PREPARED FOR
 TOLL SOUTHEAST LP COMPANY, INC
 AND FULTON COUNTY**

LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
 CITY OF ALPHARETTA, FULTON COUNTY, GA **93**



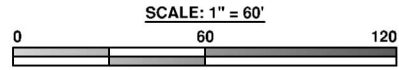
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JOB NO.: 2023-180
SCALE: 1" = 60'



EXISTING SANITARY AND DRAINAGE EASEMENT AS PER P.B. 181, PG. 131

S.S.E. WIDTH VARIES

20' D.E.

8" SAN
20' D.E./S.S.E.

20' D.E.

18" HDPE

10' A.E.

20' D.E.

OPEN SPACE A
1.128 AC

12" PVC

DETECTION AND WATER QUALITY POND 1

20' COMBINED SANITARY SEWER AND BMP POND ACCESS EASEMENT

RETAINING WALLS

LOT-10
0.365 AC

LOT-11
0.349 AC

HAWTHORN CIRCLE
50' PRIVATE ROAD

20' W.L.E.

20' S.S.E.

8" SAN

RETAINING WALLS

42" RCP

20' D.E.

36" RCP

20' S.S.E.

36" RCP

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

8" SAN

20' S.S.E.

30" RCP

D.E.

HYDRANT ASSEMBLY

L56

L57

L58

L59

L60

AREA NOTE

20' WATER LINE EASEMENT HAS A TOTAL OF 69,328.49 SQUARE FEET (1.591 ACRES)

LOT-9
0.415 AC

HAWTHORN CIRCLE
50' PRIVATE ROAD

LOT-29
0.345 AC

LOT-30
0.348 AC

LOT-28
0.394 AC

LOT-8
0.368 AC

LOT-27
0.354 AC

A B

10/31/24

LOT-41
0.387 AC

LOT-36
0.364 AC

SHEET 4 OF 7



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STATESBORO, GA 30458
(912) 489-7112 OFFICE

2500 NORTHWINDS PKWY
SUITE 360
ALPHARETTA, GA 30009
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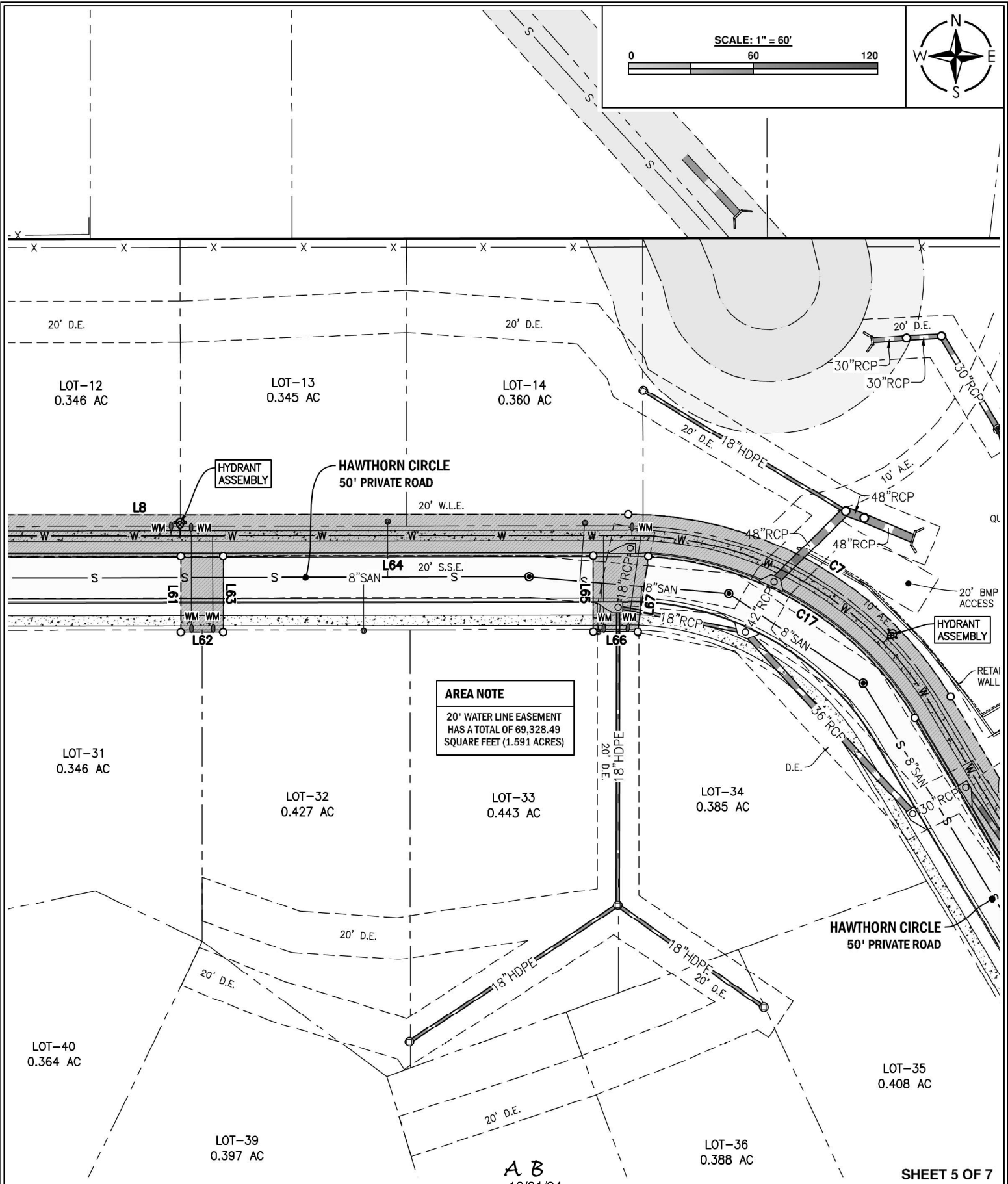
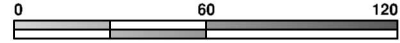
DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: 1" = 60'

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
**TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY**
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
CITY OF ALPHARETTA, FULTON COUNTY, GA **94**

SCALE: 1" = 60'



AREA NOTE
20' WATER LINE EASEMENT HAS A TOTAL OF 69,328.49 SQUARE FEET (1.591 ACRES)

A B
10/31/24

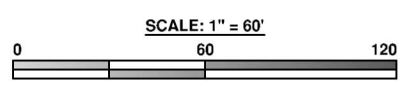
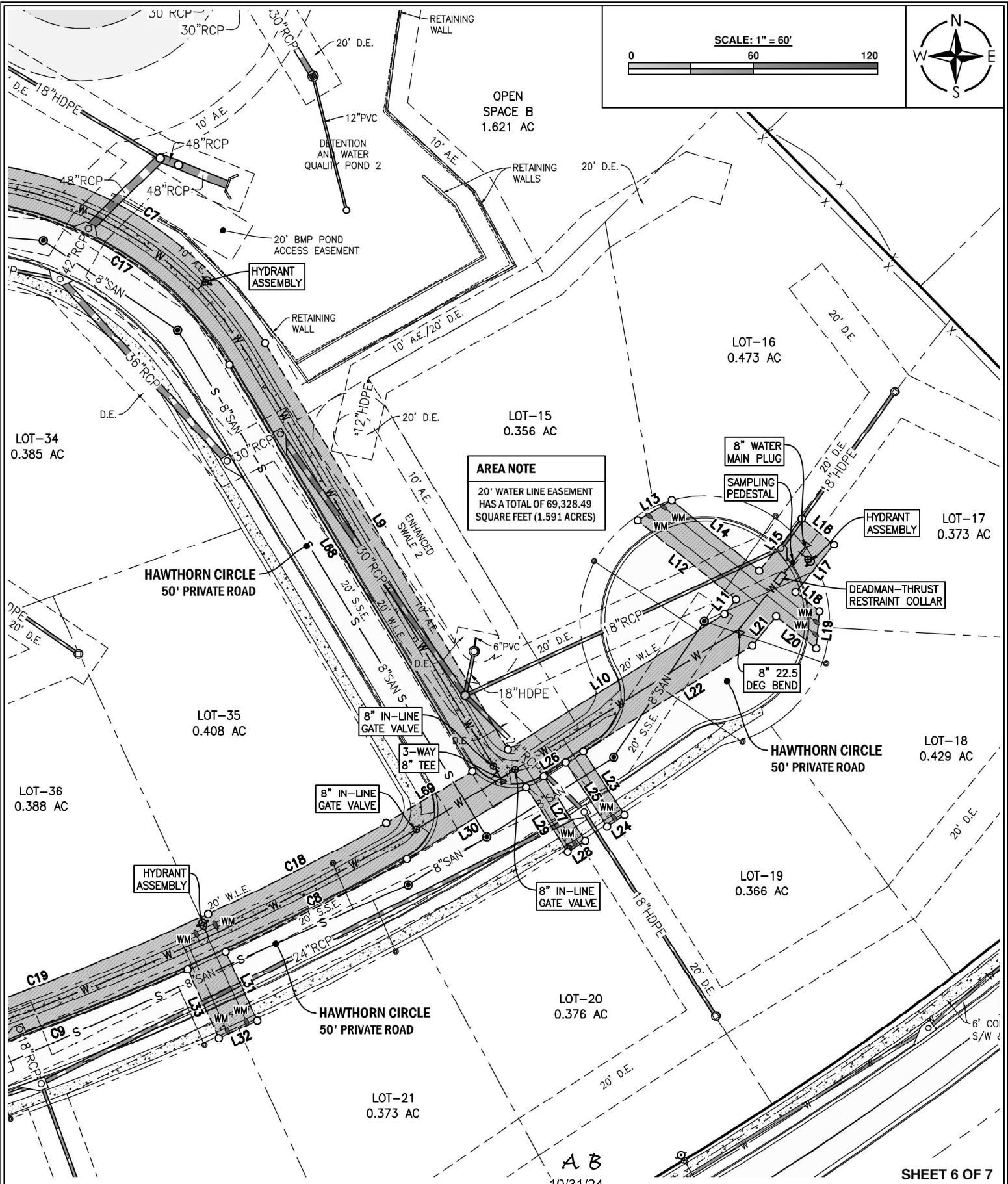
SHEET 5 OF 7



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2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: 1" = 60'

WATER LINE EASEMENT EXHIBIT
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AREA NOTE
 20' WATER LINE EASEMENT
 HAS A TOTAL OF 69,328.49
 SQUARE FEET (1.591 ACRES)

LOT-34
0.385 AC

LOT-15
0.356 AC

LOT-16
0.473 AC

LOT-17
0.373 AC

LOT-35
0.408 AC

LOT-18
0.429 AC

LOT-36
0.388 AC

LOT-19
0.366 AC

LOT-20
0.376 AC

LOT-21
0.373 AC



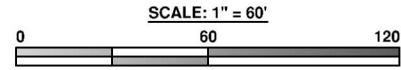
MAXWELL-REDDICK AND ASSOCIATES
 ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD STATESBORO, GA 30458 (912) 489-7112 OFFICE

2500 NORTHWINDS PKWY SUITE 360 ALPHARETTA, GA 30009 (404) 693-1618 OFFICE

DRAWN BY: JTD
DATE: 10-17-2024
JOB NO.: 2023-180
SCALE: 1" = 60'

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
 PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
 LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
 CITY OF ALPHARETTA, FULTON COUNTY, GA



LOT-39
0.397 AC

LOT-37
0.395 AC

AREA NOTE
20' WATER LINE EASEMENT
HAS A TOTAL OF 69,328.49
SQUARE FEET (1.591 ACRES)

LOT-38
0.422 AC

HAWTHORN RUN
50' PRIVATE ROAD

HAWTHORN CIRCLE
50' PRIVATE ROAD

LOT-23
0.371 AC

LOT-24
0.356 AC

LOT-25
0.345 AC

KIMBALL
BRIDGE ROAD
R/W VARIES

LOT-1
0.372 AC

HAWTHORN RUN
50' PRIVATE ROAD

POINT OF
BEGINNING

EASEMENT ENDS
AT NEW R/W

BUICE ROAD
R/W VARIES

A B
10/31/24

SHEET 7 OF 7



MAXWELL-REDDICK AND ASSOCIATES
ENGINEERING • LAND SURVEYING

40 JOE KENNEDY BLVD
STATESBORO, GA 30458
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DRAWN BY: JTD

DATE: 10-17-2024

JOB NO.: 2023-180

SCALE: 1" = 60'

WATER LINE EASEMENT EXHIBIT
FOR HAWTHORN SUBDIVISION
PREPARED FOR
TOLL SOUTHEAST LP COMPANY, INC
AND FULTON COUNTY
LOCATED IN LAND LOT 93, 1ST DISTRICT, 1ST SECTIC
CITY OF ALPHARETTA, FULTON COUNTY, GA **97**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0019

Meeting Date: 1/8/2025

Department

Library

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to accept the name change of the East Point Library to the William H. McClure Library at East Point. Mr. McClure was a fixture in the East Point community and a former Library Board of Trustees member.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all property of the County.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Arts and Libraries

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

William McClure was a member of the East Point community who dedicated years of service to the East Point library. Mr. McClure was appointed to the AFPL Board of Trustees by former Fulton County Commissioner Michael Hightower. Prior to the opening of the East Point Library, he served as Interim City Manager for the City of East Point. Mr. McClure was instrumental in lobbying for and receiving permission to build a newer and bigger library in 1998. He worked along side of Mr. Hightower to secure funding for a new collection at this state-of-the art branch. During his tenure, several new state-of-the-art libraries were onboarded. Mr. McClure is partially responsible for turning this library system into the thriving institution that it has become.

Scope of Work: The East Point Library will be renamed to the William H. McClure Library at East Point. The Board of Trustees of the library system has already approved this request. Both the Fulton County naming policy and the library's BOT naming policy allow for the approval of this request.

Community Impact: The East Point Library will be named after a pillar of the East Point community and a respected trustee of the library system.

Department Recommendation: The library system recommends approval of this action.

Project Implications: There are no project implications.

Community Issues/Concerns: There are no community issues or concerns.

Department Issues/Concerns: There are no departmental issues or concerns.

Fiscal Impact / Funding Source

Funding Line 1:

N/A

DRAFT



**FULTON
COUNTY
LIBRARY
SYSTEM**

**FULTON COUNTY LIBRARY SYSTEM
BOARD OF TRUSTEES MEETING
NOVEMBER 20, 2024 – 4:00 P.M.**



Members Present: Borders, Priscilla – Chair
 Denson, Damian J.
 Kaplan, Paul
 Piontek, Joe
 Radakovich, Nina – Vice Chair
 Rice, Beverly

Members Absent: Jordan, Linda
 Joyner, D. Chip

Also In Attendance: Holloman, Gayle H. – Executive Director (via Zoom)
 Claxton, Zenobia – Assistant to the Director’s Office
 White, Sarah – Senior County Attorney (via Zoom)
 Hall, Hirshell, Assistant County Attorney (via Zoom)

Guest: Rodriguez, Nicolas, Branch Group Administrator and
 Outreach Administrator

Webinar Attendees:

Board Chair Priscilla Borders called the meeting to order at 4:03 p.m.

MS. BEVERLY RICE: Second.

CHAIR PRISCILLA BORDERS: We have a second. All those in favor of adopting the Fulton County Library System Library Property Loan Policy, please signify by saying, aye.

TRUSTEES: Aye.

CHAIR PRISCILLA BORDERS: All those opposed?

TRUSTEES: (No responses.)

CHAIR PRISCILLA BORDERS: Thank you. So we're going to make sure that we get a final version signed and dated, and Mrs. Claxton will make sure that'll happen. So thank you all for that consideration of the loan policy. Director Holloman, do we have any updates on the rental policy?

MRS. GAYLE H. HOLLOMAN: No, I'm sorry to report we have nothing. That committee has not been reconvened. I'm waiting for the DREAM staff to put that out again. I don't think it will happen before the year is over. So we're going to go into the new year Without it. But I'm still pushing for it from our end of it. But as I have mentioned before, it has to be a unified policy with not just the Library, but the Atrium and other -- the Aviation Center and other locations that the county has that actually have events. So they're trying to make sure it's all coordinated. And that's really been the hold up.

NEW BUSINESS

NAMING COMMITTEE RECOMMENDATION

MOTION

CHAIR PRISCILLA BORDERS: Well, appreciate it. Thank you so -- thank you for that. So now let's move on to the new business. We approved the agenda with the addition of under new business is the recommendation of the Naming Committee in regards to East Point Library. So a Naming Committee was convened subsequent to a request to rename East Atlanta Library, on behalf of --

MRS. GAYLE H. HOLLOMAN: East Point.

CHAIR PRISCILLA BORDERS: East Point, East Point. Thank you. That's another conversation. But so East Point Library to be considered to be renamed after William H. McClure. And a Naming Committee was convened, and they recommended based upon their conversation that the library be renamed to the William H. McClure Library at East Point, specifically designating, they wanted to add the name of the library in there. So I sent you that information, as well as the bio of William H. McClure. So based on the information I gave to you and the recommendations of the Naming Committee, are there any comments or discussions at this time?

MR. PAUL KAPLAN: We've done this before in a couple other libraries, so this is not --

MR. JOE PIONTEK: It's fine.

MR. PAUL KAPLAN: Yeah.

CHAIR PRISCILLA BORDERS: So if there are no comments or questions, the -- and there's a recommendation from the Naming Committee, the next thing for this Board is to whether or not to approve the recommendation so it can be considered by the Board of

Commissioners. So I will entertain a motion to adopt a recommendation, so the Board of Commissioners will take that next step on for their matter whether or not to accept the naming recommendation.

MR. JOE PIONTEK: I move that we approve the naming of the East Point Library to the William H. McClure --

CHAIR PRISCILLA BORDERS: Thank you.

MR. JOE PIONTEK: -- Library at East Point.

CHAIR PRISCILLA BORDERS: So we have a first. Do we have a second?

MS. BEVERLY RICE: I'll second.

CHAIR PRISCILLA BORDERS: We have a second. All those in favor of adopting the recommendation of the naming committee, please signify by saying, aye.

TRUSTEES: Aye.

CHAIR PRISCILLA BORDERS: All those opposed.

TRUSTEES: (No responses.)

CHAIR PRISCILLA BORDERS: Thank you. So we'll make sure that that matter is being -- is going to be considered by the Board of Commissioners in terms of what the Naming Committee has recommended. So any outstanding items? If not, I'll entertain a motion to adjourn.

ADJOURNMENT

MOTION

MS. BEVERLY RICE: So, moved.

CHAIR PRISCILLA BORDERS: I got a first second.

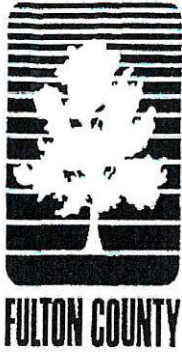
MR. JOE PIONTEK: Second.

CHAIR PRISCILLA BORDERS: We have a second. All those in favor, signify by, aye.

TRUSTEES: Aye.

CHAIR PRISCILLA BORDERS: Thank you guys so much. Have a good afternoon.

(Whereupon, the Regular Meeting of the Board of Trustees concluded at 4:49 p.m.)



POLICIES AND PROCEDURES MANUAL

SUBJECT: Procedures for Naming and Renaming Fulton County
Facilities and Naming of Agencies

DATE: December 17, 1997

NUMBER: 600-57

Statement of Policy: It will be the policy of Fulton County to name and rename bridges, buildings (or portions thereof), and other public facilities within the County as deemed appropriate by the Board of Commissioners. All newly established names and renaming of the structures will be approved by the Board of Commissioners. In addition, *Public Facilities, that are Public Libraries shall be given the name of the geographical area or community served, or a suitable combination of the foregoing with the name of a person, as determined by the Library Board of Trustees and recommended to the Board of Commissioners.*

Background: The Board of Commissioners at its meeting of April 3, 1996, requested that guidelines and procedures be established for the naming of County structures and facilities, including buildings, etc., excluding roads, and the establishment of a Commission/Board responsible for making recommendations for naming these County facilities. This was done because the Board of Commissioners recognizes that there are times when an official name for a facility is a vital factor in the public image of the community and there is a subsequent need to have an orderly process in which to decide on the appropriate name. *The Library Board of Trustees, at their meeting on October 22, 1997, adopted a policy requesting that the County's Policy be amended to include language from the Library's Policy entitled "Naming of Agencies."*

Procedures:

1. A Fulton County Commission (hereafter known as the "Commission") will be established to consider requests and making recommendations to the Board of Commissioners for naming or renaming public facilities or infrastructures, excluding roads. The Commission will be composed of the County Manager, the Director of the Department that will manage, maintain, or use the facility on behalf of Fulton County Government (if applicable), the Director of the Public Buildings and Grounds Department, the Director of the Public Works Department, two members of the public on a rotating basis, who reside in the community and two open member slots. The County Manager and Department Heads may assign designees from their departments as their representatives. The County Manager or his or her designee will chair the Commission. One or both of the tow open slots may be filled for each individual request. The County Manager or his or her designee may fill the slots as deemed necessary from County Government staff, citizens of Fulton County, or anyone else who may be appropriate to assist in the naming/renaming process. Special consideration to fill the open slots should be given to selecting citizens who are from the community in which the facility is located.

2. Criteria for naming/renaming structures:

Consideration should be given to the honor and integrity that the name will reflect upon the community in which the facility is located

Citizen input will be sought, especially from the community in which the facility is located

Names will not conflict with other names in the Fulton County system

Recommended names may be based upon but not limited to the following:

- Individuals who have achieved local, state, national or international prominence
- Neighborhoods or communities
- Geographic landmarks or areas
- Historical events or situations

An existing name should be thoroughly researched to determine the background, tradition, history, or other significance of the individual to the community before changing the name.

No public building or other public structure may be named after a person who is at the time a member of the governing body which has jurisdiction or control over the building or structure or which is responsible for it.

3. The County Manager will submit the recommendation of the Commission to the Board of Commissioners for approval.

Departmental Proponent: Public Works & Public Buildings and Grounds

Policy Review Date: November 1997

References: Minutes of the Board of Commissioners, May 15, 1996

Agencies Affected: All Departments and Agencies of Fulton County

Atlanta-Fulton Public Library System Naming Policy

The Atlanta-Fulton Public Library System recognizes that naming a facility is a decision of immense importance. Naming of facilities is undertaken with an appreciation for that significance.

Library buildings should to be named after the geographic area in which they are located. The geographical name may be combined with that of an individual, family, business or charitable organization whom the Board of Trustees has chosen to honor for making a very significant contribution to the Atlanta-Fulton Public Library System or community. In these instances, the geographical name should come first.

The geographical name should give those residing in the surrounding communities and service area of the library a clear indication of the general area where the library is located.

Collections, programs, services, interior and exterior spaces or other defined areas within library buildings may be named in honor of those who have made a significant gift or given extraordinary service to the Library.

The Library Director will appoint a committee to consider each naming request. The committee will be made up of representatives of the community served by the library, including local residents, library staff and, where there is a Friends group, Friends members. The Director will bring the committee's recommendation to the Library Board of Trustees. For naming of library buildings and portions thereof, the Library Board will then make a recommendation to the Fulton County Board of Commissioners, who will have final approval in those instances.

This Policy supersedes any and all previous Library policies governing naming of facilities.

Approved by the Board of Trustees

May 23, 2012

WILLIAM H. MCCLURE

It was the evening of February 2, 1998, opening of the newly constructed East Point Branch of the Atlanta Fulton Public Library (AFPL). Staff was overwhelmed with lines extending down the aisles, of people waiting to check out materials. William McClure dropped by to check on the opening progress; he observed the situation and immediately asked how he could help. Staff gave him a pad and pen with instructions to get each person's library card number and the bar code number of materials to be checked out; staff would enter this information into the system later. His willingness to pitch in greatly helped in serving customers on opening day.

Mr. McClure's commitment and focus on library services for East Point, began as early as 1995. He was a newly appointed member of the Library Board of Trustees during the transition from the independent City of East Point Library into a Branch of the Atlanta Fulton Public Library System. He was appointed to the AFPL Board of Trustees in 1995 by then Fulton County Commissioner Michael Hightower, who represented the City of East Point.

Serving as Interim City Manager for the City of East Point during this period of transition, Mr. McClure provided on-going support and resources to assist staff with rebranding the East Point Library. His support facilitated the opening of the East Point Branch of the AFPL System in the former East Point city library building in January, 1996. Realizing the location was too small, Mr. McClure successfully lobbied the Fulton County Board of Commissioners, along with other East Point officials, for a new library. As a result, the new state-of-the-art East Point Library opened in February, 1998. He also worked diligently with Commissioner Hightower to secure funding for East Point's collection. These efforts resulted in Fulton County allocating \$500,000.00 to rebuild the library collection for East Point.

Subsequently elevated to Chairman of the Board of Trustees, Mr. McClure worked with Board and staff to make the Atlanta Fulton Public Library System the quintessential library system in Georgia. During his term as Chairman, several new state-of-the-art libraries were on-boarded in AFPL System, all equipped with the equipment and technological resources needed to make the Branches successful.

A native of Carrollton, Georgia, Mr. McClure received his BA Degree from West Georgia College, followed by his service to his country as a member of the United States Armed Forces. Upon honorable discharge, he began his professional career as Employment Counselor for the State of Georgia, which inspired his interest in providing employment and training services to a wider spectrum. To this end, he formed William McClure and Associates in 1981, providing employment services training in sexual harassment, hostile work environments and other areas of employment law, to employees of Federal, State and Local governments as well as private sector employers.

Mr. McClure and his family settled in East Point in 1977. He became active in his community through his participation/involvement with neighborhood organizations aimed at improving living conditions in the City; he also served as President of Oak Knoll Elementary School PTA and coached little league baseball teams in the city. His civic engagement was further enhanced through his active participation with his fraternity, Kappa Alpha Psi in serving the community as a whole. Interested in expanding his service to the larger community, Mr. McClure opted to become a public servant with his election in 2002 as Ward C City Councilmember in East Point. He used this platform to focus on the city's economic development, including the area surrounding the newly constructed East Point Branch Library. Mr. McClure remained committed to the city and East Point Library until his death October 25, 2005.

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0020

Meeting Date: 1/8/2025

Department

Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend an existing "Ryan White Part A" service contracts for a three-month period from March 1, 2025, through May 31, 2025, and, subject to federal funding, amend existing contracts to increase the spending authority of "Ryan White Part A" subrecipients in the amount of \$5,650,169.00 pursuant to the Health Resources and Services Administration "Ryan White Part A" award H89HA00007. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. § 36-10-1 requires all official contracts entered by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Department for HIV Elimination recommends approval of a three-month contract extension and increased spending authority in the amount of \$5,650,169 for “Ryan White Part A” subrecipients to provide HIV care and support services using 100% “Ryan White Part A” grant funds with no required County match. “Ryan White Part A” has a project period from 3/1/2025 through 2/28/2028. The Board of Commissioners previously approved “Ryan White Part A” grant funding through #21-0800 for project period ending 02/28/2025. Subrecipients were recommended by a Review Committee pursuant to 21RWRFP1112B-PS. By extending contracts and increasing the spending authority of “Ryan White Part A” agencies, the Department for HIV Elimination will be able to ensure the uninterrupted provision of services while completing the vendor selection process for the remainder of FY2025 through February 28, 2028, pursuant to RFP 24RFP1343702B-PS. These agencies provide core medical services and essential support services for medically indigent Persons Living with HIV in the 20-county Eligible Metropolitan Area. Funds are recommended to increase

spending authority for the following subrecipients in the following amounts:

SUBRECIPIENT	INCREASE CONTRACT AMOUNT
AID Atlanta, Inc.	\$ 425,21
AIDS Healthcare Foundation, Inc.	\$ 546,31
Aniz, Inc.	\$ 67,21
Atlanta Legal AID	\$ 133,31
Cherokee County Board of Health	\$ 17,31
Clarke County Board of Health	\$ 52,81
Clayton County Board of Health	\$ 73,61
DeKalb County Board of Health	\$ 180,51
Emory University	\$ 217,61
Fulton County Board of Health	\$ 302,91
Grady Health System	\$ 2,171,21
Here's to Life, Inc.	\$ 44,41
Mercy Care Services	\$ 92,28
NAESM, Inc.	\$ 78,71
Open Hand Atlanta, Inc.	\$ 44,51
Positive Impact Health Centers, Inc.	\$ 767,81
Someone Cares, Inc.	\$ 209,11
Southside Medical Centers, Inc.	\$ 124,81
TOTAL	\$ 5,650,11

Community Impact: “Ryan White Part A” funding will support essential core and support services for Persons Living with HIV (PLWH) in the eligible metropolitan area (EMA) to decrease the number of new HIV cases. Populations of Focus are African American Men who Have Sex with Men, African Men, African American Women, Transgender Men and Women. Funds will support the provision of medical services, case management, mental health services, housing services, and initiative projects. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of three-month contract extensions for the period March 1, 2025 - May 31, 2025, and increased spending authority for “Ryan White Part A” grant subrecipients in the amount of \$5,650,169 in FY25 funding.

Project Implications: No change in County budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: Were contracts not to be extended, and funding levels increased, there would be a period of time during which “Ryan White Part A” core medical and support services would cease.

Department Issues/Concerns: Were funds not to be increased, and the contract period not extended, there would be an interruption of core medical and support services for Persons Living with HIV in the 20-County area.

Fiscal Impact / Funding Source

Funding Line 1:

461-227-R254

Funding Line 2:

461-227-R255



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0021

Meeting Date: 1/8/2025

Department

Department for HIV Elimination

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval to extend existing "Ending the HIV Epidemic" service contracts for a three-month period from March 1, 2025, through May 31, 2025, and, subject to federal funding, amend existing contracts to increase the spending authority of "Ending the HIV Epidemic" subrecipients in the amount of \$836,630.00 pursuant to the Health Resources and Services Administration "Ending the HIV Epidemic" award UT8HA3393. Contracts are 100% grant funded with no Fulton County match. Request authorization for the Chairman to execute contracts with subrecipients. To protect the interest of the County, the County Attorney is authorized to approve the contracts as to form and make any necessary modifications thereto prior to execution by the Chairman.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. § 36-10-1 requires all official contracts entered by the County governing authority with other persons on behalf of the County be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The Department for HIV Elimination recommends approval of a three-month contract extension and increased spending authority in the amount of \$836,630 “Ending the HIV Epidemic” selected subrecipients to provide HIV care and support services using 100% “Ending the HIV Epidemic” grant funds with no required County match. “Ending the HIV Epidemic” has a project period from 3/1/2025 through 2/28/2030. The Board of Commissioners previously approved the acceptance of “Ending the HIV Epidemic” grant funding through #24-0586 (9/18/24). Subrecipients were recommended by a Review Committee pursuant to RFP: 21RFPRW0708B-EC. By extending contracts and increasing the spending authority of “Ending the HIV Epidemic” agencies, the Department for HIV Elimination will be able to ensure the uninterrupted provision of services while completing the vendor selection process for the remainder of FY2025 through February 28, 2030, pursuant to RFP 24RFP1343702B-PS. These agencies provide core medical services and essential support services for medically indigent Persons Living with HIV in Fulton, Cobb, DeKalb, and

Gwinnett Counties. Increased spending authority would allow access to funds as follows:

SUBRECIPIENT	INCREASED CONTRACT AMOUNT
AID Atlanta, Inc.	\$54,558
AIDS Healthcare Foundation, Inc.	\$23,205
Carl Bean Men’s Health, Inc.	\$109,420
DeKalb County Board of Health	\$21,128
Georgia Harm Reduction Coalition, Inc.	\$70,210
Grady Health System	\$142,119
Heather Ivy Society, Inc.	\$31,250
HOPE Atlanta, Inc.	\$79,368
NAESM, Inc.	\$13,597
Open Hand Atlanta, Inc.	\$13,750
Positive Impact Health Centers, Inc.	\$105,448
THRIVE SS, Inc.	\$62,401
To Our Shores, Inc.	\$110,178
TOTAL	\$836,630

Community Impact: Ending the HIV Epidemic funding supports essential care and support services for Persons Living with HIV (PLWH) in the targeted counties to decrease the number of new HIV cases. Populations of Focus are African American Men, African American Men who Have Sex with Men, African American Women, Transgender Men and Women. Funds will support the provision of medical services and supportive services such as case management, housing, provision of food and initiative projects. All services have as their main goal increased viral suppression rates.

Department Recommendation: The Department for HIV Elimination recommends approval of increased spending authority for “Ending the HIV Epidemic” grant subrecipient’s in the amount of \$836,630 in FY25 for the period March 1, 2025 - May 31, 2025.

Project Implications: No change in County budget. These contracts are 100% grant-funded with no County match.

Community Issues/Concerns: Were contracts not to be extended, and funding levels increased, there would be a period of time during which “Ending the HIV Epidemic” core medical and support services would cease.

Department Issues/Concerns: Were funds not to be increased, and the contract period not extended, there would be an interruption of core medical and support services for Persons Living with HIV in Fulton, Cobb, DeKalb, and Gwinnett Counties.

Fiscal Impact / Funding Source

Funding Line 1:

461-270-EE52

Funding Line 2:

461-270-EE53



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0022

Meeting Date: 1/8/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Appointment of the Vice-Chairman.

Appointment of the Vice-Chairman of the Fulton County Board of Commissioners for a one-year term, in accordance to the current Fulton County Code § 101-36 (b), amended by the Board on October 20, 2021 (Item #21-0839).

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ATTEST:



Tonya R. Grier

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Kaye W. Burwell

Kaye W. Burwell, Interim County Attorney

P:\CALegislation\BOC\CACContracts\10.26.2021 Ordinance Amending Selection Process for BOC Vice Chair.Revised per BOC Meeting_ (NLR) Final.docx

2

ITEM # 21-0839 RCS 10/20/21
RECESS MEETING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0027

Meeting Date: 1/8/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Invest Atlanta Briefing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0028

Meeting Date: 1/8/2025

Department

Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Review and approve the FY2025 Final Adopted Budget and FY2025 Budget Resolution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Approval of FY2025 Final Adopted Budget and FY2025 Budget Resolution and any other action deemed necessary by the BOC on the budget.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

No

Summary & Background

Presentation and request approval of the following FY2025 Final Adopted Budgets and FY2025 Budget Resolution in accordance with the Budget ordinance which provides for the Board of Commissioners to approve the final budget either on the first meeting in January (January 8, 2025) or the second meeting in January (January 22, 2025).

- a) 2025 Final Adopted General Fund
- b) 2025 Final Adopted Fulton Industrial District Fund
- c) 2025 Final Adopted Animal Services Fund
- d) 2025 Final Adopted Communications "911" Fund

- e) 2025 Final Adopted Bond Fund
- f) 2025 Final Adopted Risk Management Fund
- g) 2025 Final Adopted Wolf Creek Fund
- h) 2025 Final Adopted Special Appropriations Funds
- i) 2025 Final Adopted Updated Personnel Control Schedule (New Position List)
- j) 2025 Final Adopted Annual Hardware/Software Maintenance and Support Contracts List

The Administration is currently in the process of finalizing the final adopted budget documents and will provide the budget materials to the Board of Commissioners on or before January 8, 2025.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0901

Meeting Date: 1/8/2025

Department

External Affairs

Requested Action

Request approval to amend and extend an existing contract - Reparations Taskforce Fiscal Agent Agreement in an amount not to exceed \$40,000.00 with the Atlanta University Center Consortium, Atlanta, GA, to serve as the Fiscal Agent for the feasibility study and provide community outreach on behalf of the Fulton County Reparations Taskforce. This is not a request for additional funding, but is to utilize existing funds for necessary services. Effective upon BOC approval through June 30, 2025. **(MOTION TO APPROVE FAILED ON 12/18/24)**

Requirement for Board Action In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: During the adoption of the 2023 budget, the Fulton County Board of Commissioners approved \$250,000 to support the work of the Reparations Taskforce. Later that year, the Board of Commissioners approved a contract with the AUCC for \$210,000 to serve as a fiscal agent for research activities related to the taskforce. That agreement will end on December 31, 2024. Of the \$250,000 originally approved, a balance of \$40,000 was unallocated, with the intent being to utilize the unallocated \$40,000 for related services in furtherance of the scope of work.

The Taskforce now seeks to modify the agreement with the Atlanta University Center Consortium in this amount to support the work of the Taskforce, in the amount of the previously unallocated \$40,000.

Scope of Work: The Atlanta University Center Consortium will continue to serve as the Fiscal Agent to support three community outreach sessions as well as the research and evaluation of how Fulton County can repair the harm of slavery and Jim Crow laws in Fulton County.

Community Impact: The Community will have the opportunity to engage in the work of the Reparations Taskforce and may be affected by possible future actions to repair the harm of slavery and Jim Crow laws on Fulton County communities.

Department Recommendation: Approve

Project Implications: This will support the work of the Fulton County Reparations Taskforce

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0457	7/12/2023	\$210,000.00
1st Renewal	(Automatic)	1/1/2024	\$.00
2 nd Renewal			\$.00
Amendment No. 1			\$40,000.00
Total Revised Amount			\$250,000.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: Amendment No. 1 to form of Agreement

Contact Information *(Type Name, Title, Agency and Phone)*

Jessica Corbitt, Director, Department of External Affairs, 404-612-8300

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$210,000
 Previous Adjustments: \$0.00
 This Request: \$40,000
 TOTAL: \$250,000

Grant Information Summary

Amount Requested: Cash
 Match Required: In-Kind
 Start Date: Approval to Award
 End Date: Apply & Accept
 Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

100-999-S200-1196: General, Non-Agency,

Key Contract Terms	
Start Date: 11/15/2023	End Date: 12/31/2024
Cost Adjustment: \$40,000	Renewal/Extension Terms: Extend through June 30, 2025

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start: 1/1/2024
Report Period End: 12/31/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **ATLANTA UNIVERSITY CENTER CONSORTIUM**

Contract No. **[Insert Project Number and Title]**

Address: **660 Atlanta Student Movement Blvd.**
City, State **Atlanta, GA 30314**

Telephone: **[Insert Contractor Phone Number]**

E-mail: **[Insert email address]**

Contact: **Michael Hodge**
Executive Director

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with the Atlanta University Center Consortium AUCC to serve as Fiscal Agent for the Fulton County Reparations Task Force, dated November 15, 2023, on behalf of the Reparations Task Force; and

WHEREAS, the County wishes to amend the existing contract to utilize remaining funding in the amount of \$40,000.00 for community engagement and to extend the contract through June 30, 2025; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and [Insert Contractor Name], who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Specific tasks include: utilization of \$40,000.00 as follows:
 - \$6,000 - Facilitation of Community Meetings Highlighting the work of the Reparations Taskforce, to include printing, refreshments, facilitators, outreach
 - \$30,000 – Feasibility Study for research and evaluation of how Fulton County will

repair the harm of slavery and Jim Crow laws in Fulton County

- \$4,000 – Overhead fee of AUCC (10%)
- AUCC may accept donations from private parties for the printing of research reports, without any additional costs to the County.

2. **TERM:** To complete this work, the term of this contract is extended through June 30, 2025.
3. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$40,000.00.
4. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
5. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

[insert department head name & title]
[insert user department name]

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
--------------------------------------------------	--------------------------------------------------



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0029

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a statewide contract - Department of Real Estate and Asset Management, SWC #99999-001-SPD0000183-0006, Police Pursuit and Special Services Vehicles in the total amount not to exceed \$161,655.00 with Smyrna-F, LLC dba Wade Ford, to purchase and deliver three (3) 2025 Ford F150 Police Responder 4x4 trucks, 5.5 box, 145" WB XL (W1P) for the Fulton County Emergency Management, Aircraft Rescue and Firefighting Station (ARFF). This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-462, requests for approval of statewide contracts of more than \$100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background Approval of statewide contract to purchase three (3) total 2025 Ford F150 Police Responder trucks for the Fulton County Emergency Management, Aircraft Rescue and Firefighting Station (ARFF).

Scope of Work: To purchase and deliver three (3) total 2025 Ford F150 Police Responders trucks for the Fulton County Emergency Management, Aircraft Rescue and Firefighting Station (ARFF).

2025 Vehicles Breakdown and Costs:

	Description	Unit Cost	New	Replacement	Total # Vehicles	Total Cost
1	2025 Ford F150 Police Responder, 4x4 Trucks, 5.5 box, 145" WB XL (W1P); Engine 3.5L V-6 Eco boost, Transmission 10-Speed Automatic, Exterior Color: Oxford White	\$53,885.00	3	0	3	\$161,655.00
2	Totals	\$53,885.00	3	0	3	\$161,655.00

The cost per vehicle includes a 3 year/36,000-mile maintenance warranty which covers the following vehicle components: engine, transmission, rear-wheel drive, front wheel drive, steering, brakes, front suspension, electrical, air conditioning and heating, high tech components, emission system components, audio, and safety system components. Everyday maintenance, fluids, lubrication, brake pads, wiper blades, etc... are not covered under the warranty.

Delivery time upon receipt of Purchase Order (PO) is 14-weeks.

Community Impact: These vehicles are used to accomplish the assigned tasks in the transportation of Emergency Management’s employees and equipment during daily operation within Fulton County.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval on behalf of Fulton County Emergency Management, Aircraft Rescue and Fire-Fighting Station (ARFF).

The statewide vehicle dealer will work in collaboration with the Department Real Estate Asset Management’s Fleet Management Division for coordination and delivery of three (3) total 2025 Ford F150 Police Responder, 4x4 trucks for the Fulton County Emergency Management, ARFF.

Project Implications: It’s imperative that the County have reliable vehicles and equipment available to respond to emergencies or any situation day or night in support of Emergency Management, Aircraft Rescue and Firefighting (ARFF) at the Fulton County Charlie Brown Airport.

Community Issues/Concerns: None that the Department is aware of.

Department Issues/Concerns: If purchase of these trucks is not approved, this will strain the Fulton County Emergency Management, ARFF station’s ability to meet and accomplish its daily operations.

Contract Modification No, this is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$161,655.00

Prime Vendor: Smyrna-F, LLC dba Wade Ford
Prime Status: African American Male Business Enterprise
Location: Smyrna, GA
County: Cobb County
Prime Value: \$157,215.00 or 100.00%

Total Contract Value: \$161,655.00 or 100.00%
Total Certified Value: \$161,655.00 or 100.00%

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Exhibit 1:** Statewide Contract #99999-001-SPD0000183-0006
- Exhibit 2:** Cost Proposal
- Exhibit 3:** Cooperative Purchasing Justification and Approval Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$161,655.00
TOTAL: \$161.655.00

Fiscal Impact / Funding Source

Funding Line 1:

509-310-5602-Air4: Transportation Improvement Plan, Fire Ems, ARFF Vehicle, Equip, Temp-\$161,655.00

Key Contract Terms

Agenda Item No.: 25-0029

Meeting Date: 1/8/2025

Start Date: Upon BOC Approval	End Date: 5/31/2025
Cost Adjustment:	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: Non-Applicable

Would you select/recommend this vendor again?

Yes

Report Period Start:
N/A

Report Period End:
N/A

99999-001-SPD0000183-...
Police Pursuit & Special Services Vehicles

Type: Mandatory Statewide Contract
Supplier: SMYRNA-F LLC
Dates: 1/4/2022 - 1/3/2026
Version: Renewal 0

Total Contract Value (TCV)
TCV:

> My Lifetime Spend (USD)
> Lifetime Member Spend (USD)

Contract Summary

Contract Information		Contract Dates	
Contract Name *	Police Pursuit & Special Services Vehicles	Begin Date	1/4/2022 12:00 AM EST
Contract Type *	Mandatory Statewide Contract	Expire Date	1/3/2026 11:59 PM EST
Supplier Name	SMYRNA-F LLC	Contract Managers	
Summary	View Summary	Emily Harris	emily.harris@doas.ga.gov +1 470-668-2663

Purchasing Information

Attachments

Display Order	Attachment	Date Uploaded
1	Supplier Information Sheet	9/23/2024 2:56:52 PM
2	Pricing	10/9/2024 2:54:33 PM
3	How to Track Your Vehicle Order	9/9/2024 4:13:02 PM

See All (20) Attachments

Prepared for: KIER FREEMAN, FULTON COUNTY

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515

Client Proposal

Prepared by:

Ron Morgan

Office: 770-436-1200

Quote ID: F150RESP

Date: 12/03/2024



Wade Ford | 3860 South Cobb Drive, Smyrna, Georgia, 300805537

Office: 770-436-1200 | Fax: 770-436-9600

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024

Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537



2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

KIER FREEMAN, FULTON COUNTY

Re: Quote ID F150RESP 12/03/2024

Dear KIER ,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Ron Morgan

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024



Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

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Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024



Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

As Configured Vehicle

Code	MSRP
W1P	\$51,890.00
150A	N/C
998	Included
44G	Included
XL3	Included
STDGV	Included
STDTR	Included
STDWL	Included
P	Included
145WB	STD
PAINT	STD
STDRD	Included
425	STD
YZ_01	N/C
PB_02	N/C
SUBTOTAL	\$51,890.00
Destination Charge	\$1,995.00
TOTAL	\$53,885.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

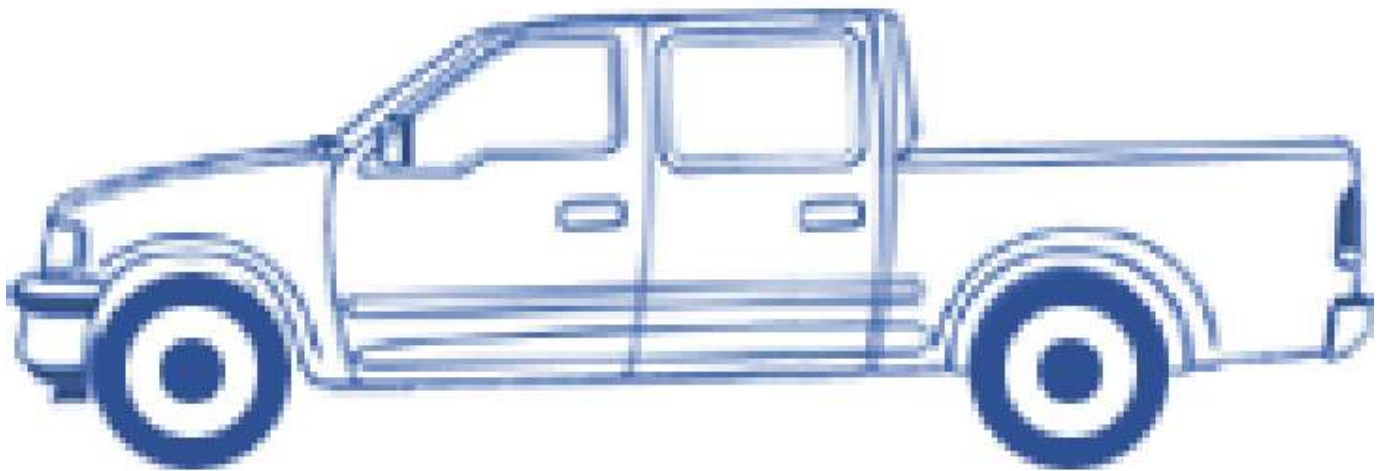


2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 7,075 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 750 lbs

Curb Weight (as configured) 5,051 lbs

TOTAL **5,801 lbs**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024

Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537



2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Vehicle Dimension and Performance Summary (cont'd)

Payload	1,970 lbs
Useable Payload	1,220 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: KIER FREEMAN



FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024

Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$51,890.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$53,885.00

Pre-Tax Adjustments

Code	Description	MSRP
GPC	STATE CONTRACT DISCOUNT	-\$2,000.00
Total		\$51,885.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024



Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * 18 x 8.5-inch front and rear steel wheels
- * LT265/70RS18 AT BSW front and rear tires
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * HD lead acid battery
- * Fuel tank capacity: 25.99 gal.
- * Bluetooth wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * SYNC 4 external memory control
- * Vehicle body length: 231.7"
- * Axle capacity rear: 4,800 lbs.
- * Axle capacity front: 3,750 lbs.
- * Off-road ride suspension
- * Manual folding door mirrors
- * Daytime running lights
- * Variable intermittent front windshield wipers
- * Rear under seat climate control ducts

- Exterior: Oxford White
- Interior: Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats
- * Class IV tow rating
- * Front tires LT load rating: C
- * Lock-up transmission
- * Alternator Amps: 240A
- * All-speed ABS and driveline traction control
- * Battery rating: 800CCA
- * Battery run down protection
- * Steering wheel mounted audio controls
- * 12 inch primary display
- * AM/FM
- * Radio data system (RDS)
- * Internet radio capability
- * Wheelbase: 145.0"
- * Tire/wheel capacity rear: 4,540 lbs.
- * Spring rating front: 3,525 lbs.
- * Power door mirrors
- * DRL preference setting
- * Light tinted windows
- * Manual climate control
- * Driver front impact airbag

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$51,890.00
Equipment Group 150A	N/C
Engine: 3.5L V6 EcoBoost	Included
Transmission: Electronic 10-Speed Automatic	Included
Electronic Locking w/3.31 Axle Ratio	Included
GVWR: 7,075 lbs Payload Package	Included
Tires: LT265/70R18 BSW A/T	Included
Wheels: 18" Steel	Included
HD Police-Grade Cloth 40/Blank/40 Front-Seats	Included
145" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
50 State Emissions System	STD
SYNC 4	Included
Oxford White	N/C
Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats	N/C
<hr/>	
SUBTOTAL	\$51,890.00
Destination Charge	\$1,995.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024



Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Major Equipment

- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 6 airbags
- * Manual rear child safety door locks
- * 60-40 folding rear seats
- * Fold-up rear seat cushion
- * Manual rear seat head restraint control
- * Split-bench rear seat
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Power reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * Driver seat with 2-way power lumbar
- * 4-wheel antilock (ABS) brakes
- * Brake assist system
- * Hill Start Assist
- * Passenger front impact airbag
- * Airbag occupancy sensor
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- * Fixed rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * 40-40 bucket front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Manual passenger seat fore/aft control
- * Cloth front seatback upholstery
- * 4-wheel disc brakes
- * Electronic parking brake
- * Hill Descent Control

As Configured Vehicle

MSRP

TOTAL \$53,885.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024



Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Fuel Economy

City

17 mpg



Hwy

23 mpg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: KIER FREEMAN

FULTON COUNTY

Prepared by: Ron Morgan

12/03/2024

Wade Ford | 3860 South Cobb Drive Smyrna Georgia | 300805537



2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: F150RESP

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

MSRP

Vehicle Pricing

Base Vehicle Price	\$155,670.00
Options	\$0.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$5,985.00
Subtotal	\$161,655.00

Pre-Tax Adjustments

Code	Description	MSRP
GPC	STATE CONTRACT DISCOUNT	-\$6,000.00
Total		\$155,655.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

Requesting Department/Agency: Department of Real Estate and Asset Management

Department/Agency Contact Information: Joseph N. Davis, Director, (404) 612-3776

Cooperative Contract Number and Title: 99999-001-SPD0000183-0006, Ploice Pursuit and

Estimated Contract Spend: \$161,655.00

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

Public Cooperative Entity (Ex: NASPO)
List cooperative entity: _____

State of Georgia Statewide Contracts
(Department of Administrative Services)

Federal Government (Ex: GSA contract)

Other Governmental Entity
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
 - a. Leveraging benefits of volume purchasing
 - b. Volume discounts
 - c. Service delivery requirement advantages
 - d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	<input type="checkbox"/>	<input type="checkbox"/>
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	<input type="checkbox"/>	<input type="checkbox"/>
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	<input type="checkbox"/>	<input type="checkbox"/>
The use of the contract meets the needs of the requesting department/agency.	<input type="checkbox"/>	<input type="checkbox"/>
The proposed contracting entity is authorized to conduct business in the State of Georgia.	<input type="checkbox"/>	<input type="checkbox"/>
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	<input type="checkbox"/>	<input type="checkbox"/>
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	<input type="checkbox"/>	<input type="checkbox"/>
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	<input type="checkbox"/>	<input type="checkbox"/>

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

meets the requirements does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent _____ Date _____

Chief Purchasing Agent _____ Date _____

VERIFICATION REQUIREMENTS
COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: **SWC #99999-001-SPD0000183-0006, Police Pursuit and Special Services Vehicles**

Vendor: **Smyrna-F, LLC dba Wade Ford, Inc.**

Date: **December 3, 2024**

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/ statewide/ GSA contract your department would like to utilize:

This statewide contract will allow the County to purchase three (3) total 2025 Ford F150 Police Responder, 4x4 trucks, for Fulton County Emergency Management , ARFF, and is able to save money by participating in volume buying.

The benefits of this contract are as follows:

- Super competitive pricing.
 - Fuel efficient and clean fuel police pursuit, administrative and special equipment.
 - Best value on expended options listings.
 - Provides customer delivery charges.
 - Best value vehicle/supplier selection; award criteria considered total “life cycle cost” (required options pricing, delivery, and prompt payment discount)
 - Electric, Electric-Hybrid, Compressed Natural Gas, and Liquid Propane Gas Vehicles available.
2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

See Attached

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

leveraging benefits of volume purchasing

volume discounts

service delivery requirement advantages

reduction of cycle times

enhanced service specification

Additional information:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0030

Meeting Date: 1/8/2025

Department

Real Estate and Asset Management

Requested Action

Request approval to utilize Cooperative Purchasing - Department of Real Estate and Asset Management, Cooperative Omnia Partners, Contract # 159498 - Public Safety, Preparedness, Safety Equipment and Solutions with Mallory Safety and Supply LLC (Longview, WA) in an amount not to exceed \$190,528.00 to provide Cardiac Science Automated External Defibrillators (AEDs) and accessories to ensure State of Georgia life/safety equipment compliance countywide in all Fulton County facilities. Effective upon BOC approval.

Requirement for Board Action

In accordance with Purchasing Code Section 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts of more than \$100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

Open and Responsible Government

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background A Board resolution was adopted on July 7, 2004, resulting in the implementation of the Fulton County Automated External Defibrillator (AED) Program. The Department of Real Estate and Asset Management has the responsibility for managing the County's AED Program to ensure compliance with the BOC Resolution and all AED Program requirements mandated by the State of Georgia. In 2025, the pads in the AEDs currently installed in County facilities will expire. These pads for the County's Cardiac Science Brand AED devices expire every two years

and must be replaced in accordance with the manufacturer's guidelines.

Additionally, old defibrillator models become obsolete over time. The Cardiac Science Powerheart G3 Model AED is the original model purchased by the County at the implementation of the AED Program in July 2004. DREAM has been notified by the manufacturer that effective 2028, pads and battery replacements parts will no longer be manufactured for the G3 models. Therefore, DREAM has requested additional funding to replace the eighty (80) G3 model devices in the County's AED inventory. The G3 devices will be replaced with the Cardiac Science Powerheart G5 model, which is the standard AED used in all other County facilities.

Scope of Work: This contract provides Cardiac Science Powerheart G5 model Automated External Defibrillators and the associated Cardiac Science pads for Fulton County facilities Countywide.

Community Impact: This effort is necessary to replace the existing AED equipment and accessories that will expire or will become obsolete. Fulton County intends to avoid or minimize the life/safety risk of equipment malfunctions that may result in injury or death due to equipment malfunctions.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval.

The Adult Pads for these Automated External Defibrillators are a *one-time use* item. If pads are used in a cardiopulmonary resuscitation (CPR) attempt in a cardiac emergency, or if otherwise damaged, they must be replaced immediately before the AED unit can be placed back into operation.

The existing Adult Pads will expire in 2025.

Project Implications: This service is a critical component contract to ensure needed operating life/safety AED equipment and accessories are available countywide in case of an emergency in Fulton County facilities.

Community Issues/Concerns: Fulton County intends to avoid the potential risk to life due to inoperable equipment.

Department Issues/Concerns: If this contract is not approved, the County will not be able to comply with the above referenced Board resolution and the County will not have functional lifesaving AED's.

Contract Modification: This is a new request

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: Omnia Partner Contract #159498

Exhibit 2: Cost Proposal - Mallory AEDs & AED G3 Replacements

Exhibit 3: Performance Evaluation

Exhibit 4: Cooperative Purchasing Justification and Approval Form

Contact Information (Type Name, Title, Agency and Phone)

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$190,528.00
TOTAL:	\$190,528.00

Grant Information Summary

Amount Requested:	<input type="checkbox"/>	Cash
Match Required:	<input type="checkbox"/>	In-Kind
Start Date:	<input type="checkbox"/>	Approval to Award
End Date:	<input type="checkbox"/>	Apply & Accept
Match Account \$:		

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-F040: Capital Fund-Real Estate and Asset Management, AED - \$190,528.00 "Subject to availability of funding adopted for FY2025 by BOC"

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: N

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Agenda Item No.: 25-0030

Meeting Date: 1/8/2025

Yes

Report Period Start:
1/1/2024

Report Period End:
4/30/2024

Port of Portland

Contract # 159498

for

Public Safety, Preparedness, Safety Equipment and Solutions

with

Mallory Safety and Supply LLC

Effective: April 1, 2021

The following documents comprise the executed contract between the Port of Portland and Mallory Safety and Supply LLC, effective April 1, 2021:

- I. Vendor Contract – Price Agreement: Goods & Services
- II. Supplier’s Response to the RFP, incorporated by reference

Contract No. 159498
This number must appear
on all invoices

PORT OF PORTLAND

PRICE AGREEMENT – GOODS & SERVICES

Public Safety, Preparedness, Safety Equipment and Solutions.

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Mallory Safety and Supply LLC ("Provider")
3241 NW Industrial St
Portland, OR 97210

RECITALS

A. The Port issued a Request for Proposals, No. 2020-9189 (the "Solicitation"), inviting offers from potential providers for Public Safety, Preparedness, Safety Equipment and Solutions.

B. Provider submitted an offer in response to the Solicitation, offering to provide the item or items described on the attached Schedule 1, Pricing, collectively the ("Goods & Services") under the terms and conditions of this Price Agreement (the "Contract").

C. The Port evaluated all offers and selected Provider as a provider for the Goods and Services.

D. The Port of Portland has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the Contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

AGREEMENT

1 NATURE OF CONTRACT

1.1 This Contract is for Provider's supply of the Goods and Services to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Goods under this Contract and reserves the right to order similar goods and services from other suppliers if it is in the Port's best interests to do so.

1.2 Similar items purchased but not listed Schedule 1 shall be supplied at a minimum 41% discount from Provider's published list(s) price for goods and a 10% discount for Services.

2 TERM

The term of this Contract shall commence on April 1, 2021 or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on April 1, 2026, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's duty to deliver Goods and Services that were ordered prior to expiration. The Provider shall have the right to enter local "service" agreements with Participating Public Agencies ("PPA") accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.

3 PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver the Goods and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, as specified in the attached Schedule 1, Pricing, and Attachment A, Specifications upon Provider's receipt of an authorized order from the Port.

3.2 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Manager of Contracts and Procurement upon request; and

3.3 To provide the Port's Contract Administrator for this Contract, Bobbi Matthews,, 503-415-6590, Bobbi.Matthews@portofportland.com a minimum of two (2) contact names for Provider including 24 hour-accessible phone numbers (office, home, cellular and/or pager), with full authority to make all necessary shipping arrangements for Goods. The Port will identify the Port representatives which are authorized to place orders against this Contract.

3.4 To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Provider's obligations under this Contract, as they may be adopted or amended from time to time.

4 COMPENSATION

4.1 Basis of Compensation

The Port will pay for Goods & Services on a price-per-unit basis, as set forth on Schedule 1. Provider acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Goods & Services in accordance with this Contract.

4.2 Total Compensation

The total compensation payable under this Contract shall not exceed \$100,000.00 per contract year without a written amendment signed by authorized representatives of both parties.

5 PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice delivered pursuant to an authorized order under this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

6 DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Goods, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

6.1 Representations and Warranties

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Provider represents and further warrants to the Port that:

6.1.1 the Goods will conform to the specifications set forth in this Contract and be free from material defects;

6.1.2 the Goods will comply with all applicable federal health and safety standards; and

6.1.3 Provider has good title to the Goods, and that Provider conveys the Goods to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Goods against the rightful claim of any person.

The warranties specified in this Section 6.1 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

6.2 Manufacturer Warranties

At no charge to the Port, Provider shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Port for the Port's benefit when Provider delivers Goods to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Provider's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

7 INDEMNIFICATION

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

8 DAMAGE TO PORT PROPERTY

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

9 INSURANCE

9.1 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

9.2 Workers' Compensation Coverage; Employers' Liability Coverage

Provider shall maintain workers compensation and employers' liability coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

9.3 Certificates

9.3.1 Certificates Required

Prior to full execution of this Contract, Provider shall furnish the Port with:

- a)** certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and
- b)** a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

9.3.2 Certificate Management; Notice Requirement

When the period of Provider's performance under this Contract exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

10 BREACH OF CONTRACT

10.1 Generally

Provider acknowledges that its breach of its obligation to deliver promised quantities of Goods within the time periods set forth in this Contract may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

10.2 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

10.3 Substitute Goods

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute goods in a reasonable manner, and may recover from Provider the amount by which the price for those substitute goods exceeds the price for the terminated Goods.

10.4 Suspension of Orders

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the ordered Goods. If the Port terminates all or part of this Contract after such a suspension, Provider shall be entitled to compensation only for Goods accepted by the Port and delivered as required by this Contract prior to the date of termination but not for any Goods delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Provider to resume the delivery of those Goods, Provider shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

10.5 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

10.6 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

10.7 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

11 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section, Provider shall be entitled to compensation for all Goods & Services delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract. Provider shall not be entitled to compensation for any Goods & Services ordered but not yet delivered and accepted by Port prior to Provider's actual notice of the termination or receipt of written notice of termination, unless Provider gives written notice at time of order that the Goods or Services are custom manufactured for the Port and not suitable for any other purpose.

12 STATUTORILY-REQUIRED PROVISIONS

12.1 Taxes

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

12.2 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for Provider's performance under this Contract. [Required by ORS 279B.220(1)]

12.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subcontractor incurred in the performance of this Contract. [Required by ORS 279B.220(2)]

12.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220(4)]

12.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

12.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

12.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220(3)]

13 MISCELLANEOUS PROVISIONS

13.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

13.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

13.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Contract shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenience, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

13.4 Successors and Assigns

This Contract shall bind the parties and their permitted assignees.

13.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service.

13.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13.7 Modification

This Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

13.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

13.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Contract. Provider agrees to extend the terms, conditions, and prices of this Contract to any purchasing contracting agency, as that term

is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

13.10 Counterparts, Execution, Electronic Signatures

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Provider's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Provider grants such consent.

13.11 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

13.12 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

13.13 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

[Signature page follows]

Provider:

Mallory Safety and Supply LLC

By:

DocuSigned by:
Tim Loy
E25822FCC89D439...

Print name: Tim Loy

As its:

President

Date signed:

3/31/2021

Phone:

3605013249

Email:

tim.loy@mallory.com

Port:

Port of Portland

By:

DocuSigned by:
Timolin Abrom
9D6CFD3972E04AA...

Print name:

Timolin Abrom

As its:

Contracts and Procurement Mgr.

Date signed:

4/7/2021

Approved as to legal sufficiency for the
Port of Portland

DocuSigned by:
Eric J. Smith
Counsel for the Port of Portland

Schedule 1-Pricing

Table with columns: Item Number, Manufacturer, Manufacturer Part Number, Supplier Number, Description, Category, UOM, Annual Usage, Manufacturer Part Number2, UOMS, Price List Title, Price List Page, Discount Offered (%), Net Price After Discount. Contains 107 rows of product pricing data.

Schedule 1-Pricing

108	Rae Systems	MCB3-A3C1REZ-420	RAE MCB3-A3C1REZ-420	Multi RAE P. o., LEL, CO, H2S, O2, Gamma,	Detect on Equipm't	EA	22	MCB3-A3C1REZ-420	EA/1	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Rae Systems Po table Page 7
109	Kask Ame ca Inc.	WH00032-201	KAS WH00032-201	Zen th H V z Helmet, Wh te	Pe sonal P otect ve Equipm't	EA	1237	WH00032-201	EA/1	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Kask Ame ca Inc. Page 1
110	3M	8212	MMM 8212	8212 Weld ng Pa tulate Resp ato , N95	Pe sonal P otect ve Equipm't	CS	5628	8212	CS/80	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie 3M Page 274
111	FL R Systems, Inc	103-032-0002	FLR 103-032-0002	G Fflr G510 F lsd Ready K t	Detect on Equipm't	EA	1	103-032-0002	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie FL R Systems, Inc. Detect on and Su ve llance Page 1
112	Un ted Sh eld Inte nat onal, LL	ACH-MICH MIL-MIDCUT- IIA-CYTEL	USI-ACH-MICH MIL-MIDCUT-IIIA-CYTELG-BOA	ACH-MICH MIL Helmet, MID CUT - Coyote -	Inte vent on Equipm't	EA	365	ACH-MICH	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Un ted Sh eld Inte nat onal, LL Page 1
113	Avon P otect on Systems	602240	AVO 602240	Vo ce P oject on Un t - fo FMS4	Pe sonal P otect ve Equipm't	EA	329	602240	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Avon P otect on Systems Page 35
114	Tact cal Elect on cs	CORE UDC- 4 CAMERA VERSION	TAC CORE UDC- 4 CAMERA VERSION	CORE Unde Doo Came a (UDC) 4 Cam K t	CBRNE Ope at onal and Sea ch and Rescue Equipm't	EA	7	CORE UDC- 4 CAMERA VERSION	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Tact cal Elect on cs Page 1
115	3M	2091	MMM 2091	Pa tulate F Be , P100 2/Bag	CBRNE Ope at onal and Sea ch and Rescue Equipm't	CS	4825	2091	CS/100	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie 3M Page 3244
116	Kaplle	FSH582-91 SM/MD	KAP FSH582-91 SM/MD	F onl ne 500, Level A Su t, SM/MD	Pe sonal P otect ve Equipm't	CS	69	FSH582-91 SM/MD	EA/1	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Kaplle Page 1
117	PGI, Inc.	3979471-1	PGI 3979471-1	Cab a Ba A e Gold- C t cal Cove age	Pe sonal P otect ve Equipm't	EA	1550	3979471-1	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie PGI, Inc. Page 7
118	DIJ Indust al Inc.	CP EN 00000107.01	DIJ CP EN 00000107.01	Max c 2 Ente p se (DUAL) Un ve sal Est	CBRNE Av at on Equipm't	EA	43	none	ea	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie DIJ Indust al Inc. Page 1
119	Fa lTech	72706TH3	FAL 72706TH3	Self-Ret act ng L f l ne Web Dev ce Set	Related P oducts	EA	406	72706TH3	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Fa lTech Page 1
120	CEIA USA	PMD2PLUS/EZ-NFL	CEIA PMD2PLUS/EZ-NFL	PMD2Plus Ell pt c Metal Detecto	Inspect on and Sc een ng Systems	EA	22	PMD2PLUS/EZ-NFL (INCL PART IN QUESTION)	ea	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie CEIA USA Page 1
121	DuPont	T1225WH4X002500	DPP T1225WH4X002500	Tyres Cove all, Hood & Boots, Wh te, 4X	Pe sonal P otect ve Equipm't	CS	18275	T1225WH4X002500	25/ca	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie DuPont Page 2
122	A gon Elect on cs	F468RX-L154	ARG F468RX-L154	DT6164 t n n g t	CBRNE Ope at onal and Sea ch and Rescue Equipm't	EA	15		EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie A gon Elect on cs Page 1
123	Potte s Indust es	MSRH8	SAF MSRH8	Mass Spec Regula H ghway Beads	Related P oducts	LB	244000	MSRH8	LB/1	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Potte s Indust es Page 1
124	DuPont	TF145TGY2X000600	DPP TF145TGY2X000600	Tychem 6000 Cove all, G ey, 2X	Pe sonal P otect ve Equipm't	CS	625	TF145TGY2X000600	6/ca	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie DuPont Page 30
125	Wanco Inc.	WV7MM-L	WAN WV7MM-L	Wanco La ge Met o Message Boa d	Phys cal Secu ty Enhancement Equipm't	EA	7	WV7MM-L	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Wanco Inc. Page 1
126	Pola s Inc.	R20RSK9AP	POL R20RSK9AP	Pola s Range C ve KP 1000 No tusta	CBRNE Log st cal Suppo t Equipm't	EA	4	R20RSK9AP	ea	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Pola s Inc. Page 1
127	Dunlop	87012 10	BAT 87012 10	Haizmax 16 In Kneebot, Steel Toe, sz 10	Pe sonal P otect ve Equipm't	PR	1510		PR	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Dunlop Page 1
128	Fox40 USA Inc.	9203-1308	FOX 9203-1308	Wh stle, Son k, Blast CVIG, H gh Yellow	CBRNE Log st cal Suppo t Equipm't	EA	31698	9203-1308	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Fox40 USA Inc. Page 1
129	CMC	S40314	CMC S40314	Com-Spec USAR Task Fo ce K t	Info mat on Technology	EA	6	0113-01-011	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie CMC Page 6
130	Me d an Med cal	FFAE	MER FFAE	DuoDote Auto-Injecto	Medical	EA	1800	FFAE	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Me d an Med cal Page 1
131	Rae Systems	W01K-110102-056079-0001	RAE W01K-110102-056079-0001	AREARAE PLUS, W RELESS	Info mat on Technology	EA	2	W01K-110102-056079-0001	EA/1	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Rae Systems w eless Page 1
132	DLX Ente p ses LLC	SMRPA12	DLX SMRPA12	ASAP 12 Rap d Shelter System 16x12	CBRNE Log st cal Suppo t Equipm't	EA	6	SMRPA12T	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie DLX Ente p ses LLC Page 1
133	No tusta Med cal	MS96GA	PH MS96GA	PH tust tusta t On te AFD, includes	Medical	EA	185	MS96GA	EA/1	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie No tusta Med cal Page 1
134	Acme Un ted Co po at on	59693	FAO 59693	24 UNIT, METAL CUSTOM FULL KIT, UT LITY	Medical	EA	2881		EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Acme Un ted Co po at on Page 1
135	Tact cal Elect on cs	CORE POLE CAM KIT	TAC CORE POLE CAM KIT	CORE Pole Came a 10 K t	CBRNE Ope at onal and Sea ch and Rescue Equipm't	EA	12	CORE POLE CAM KIT-B'	EA	Mallo y Lst P. ce P ce Fie 1/1/2021	Ma lo y Lst P. ce Fie Tact cal Elect on cs Page 1

ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES **PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND** **SOLUTIONS**

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets
- Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Tract Explosive Detector
- Z Ray Equipment
- All other EOD Equipment

3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans
- All other CBRNE operational and search and rescue equipment

4. Information Technology

Equipment and services providing Information Technology, such as:

- Servers
- Switches
- Software
- Monitors and wall displays for Real time Crime Centers
- Cloud services
- All other Information Technology for Emergency and Public Preparedness

5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as:

- Secure appliances
- Filter switches
- Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

6. Interoperable Communications Equipment

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation,

service and maintenance. Products include:

- CAD / RMS fusion equipment
- Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays
- PID
- Radiation Detection
- PCR
- All other detection equipment

8. Decontamination Equipment

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums
- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

9. Medical

Medical supplies, such as:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

10. Power

Equipment used to provide power, such as:

- Generators
- Batteries
- All other equipment to provide power

11. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

12. CBRNE Incident Response Vehicles

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

13. Terrorism Incident Prevention Equipment

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

14. Physical Security Enhancement Equipment

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance

15. Inspection and Screening Systems

- Millimeter
- X Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

16. Animal and Plants

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

17. CBRNE Prevention and Response Watercraft

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention and response watercraft.

18. CBRNE Aviation Equipment

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

19. CBRNE Logistical Support Equipment

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

20. Intervention Equipment

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

21. Related Products and Services

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.



MALLORY

SAFETY AND SUPPLY LLC

645 Wilson St ■ Eugene, OR 97402
Ph: 541-683-9333 ■ Fax: 541-683-8107

QUOTATION

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Order Number	
3612947	
Order Date	Page
08/20/2024 07:49:53	1 of 1
ESTIMATED DATE	
08/20/2024 00:00:00	

Quote Expires On: 07/01/2025

Bill To:

FULTON COUNTY GOVERNMENT - PURCHASING
ATTN: ACCOUNTS PAYABLE
141 PRYOR ST SW STE. 7001
ATLANTA, GA 30303
US
404-612-5800

Ship To:

FULTON COUNTY GOVERNMENT - PURCHASING
5600 CAMPBELLTON FAIRBURN RD
ATTN: BRENDA WALKER-BUTTS, EMERGENCY PREPAID
FAIRBURN, GA 30213
US

Customer ID: 170486

Job Name: QUOTE 1 THROUGH 07/01/25

Freight Code: CUSTOMER DOES NOT PAY FREIGHT

<i>PO Number</i>	<i>Carrier</i>	<i>Ship Route</i>	<i>Taker</i>
AED POWERHEART G5	BEST WAY		DGERBER

<i>Line No</i>	<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
	<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Customer Note: VC0000116941

Delivery Instructions: BOC#OMNIA #159498

1	80.0000	0.0000	80.0000	EA		ZOLLM-G5A80CS	EA	1,742.22	139,377.60
					1.0	AED G5 POWERHEART FULLY-AUTO WITH ICPR			
						DUAL LANGUAGE ENGLISH/ SPANISH			

Total Lines: 1

SUB-TOTAL: 139,377.60
TAX: 0.00
AMOUNT DUE: 139,377.60
U.S. Dollars



MALLORY

SAFETY AND SUPPLY LLC

645 Wilson St ■ Eugene, OR 97402
Ph: 541-683-9333 ■ Fax: 541-683-8107

QUOTATION

Purchase Order Address:
PO Box 2068
Longview, WA 98632

Order Number	
3613235	
Order Date	Page
08/20/2024 10:34:50	1 of 1
ESTIMATED DATE	
08/20/2024 00:00:00	

Quote Expires On: 07/01/2025

Bill To:

FULTON COUNTY GOVERNMENT - PURCHASING
ATTN: ACCOUNTS PAYABLE
141 PRYOR ST SW STE. 7001
ATLANTA, GA 30303
US
404-612-5800

Ship To:

FULTON COUNTY GOVERNMENT - PURCHASING
5600 CAMPBELLTON FAIRBURN RD
ATTN: BRENDA WALKER-BUTTS, EMERGENCY PREPAID
FAIRBURN, GA 30213
US

Customer ID: 170486

Job Name: QUOTE 2 THROUGH 7/1/25

Freight Code: CUSTOMER DOES NOT PAY FREIGHT

<i>PO Number</i>	<i>Carrier</i>	<i>Ship Route</i>	<i>Taker</i>
DEFIB PADS	BEST WAY		DGERBER

<i>Line No</i>	<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
	<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Customer Note: VC0000116941

Delivery Instructions: BOC#OMNIA #159498

1	341.0000	0.0000	341.0000	EA		ZOLLM-XELAED001C POWERHEART G5 ADULT DEF PAD	EA 1.0	72.44	24,702.04
2	170.0000	0.0000	170.0000	EA		ZOLLM-9660001 PADS POWERHEART G3 ADULT DEFIBRILLATION POLARIZED	EA 1.0	53.69	9,127.30

Total Lines: 2

SUB-TOTAL: 33,829.34
TAX: 0.00
AMOUNT DUE: 33,829.34
U.S. Dollars

Performance Evaluation Details

ID	E1
Project	AEDs & Accessories Countywide-Public Safety
Project Number	Omnia Partners -159498
Supplier	Mallory Safety and Supply, LLC
Supplier Project Contact	Darcey Gerber (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	03/01/2024 to 04/30/2024
Effective Date	11/27/2024
Evaluation Type	Formal
Interview Date	03/01/2024
Expectations Meeting Date	03/01/2024
Status	Completed
Publication Date	11/27/2024 11:59 AM EST
Completion Date	11/27/2024 11:59 AM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating
Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments
The quantity and specific brand of the products were significant for the County's AED Program and life safety needs. The contractor met the contract's product quality expectations.

TIMELINESS OF PERFORMANCE

17/20

Rating
Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments
The contractor met all expected contract requirements and delivered the product within the specified time restraints of the contract.

BUSINESS RELATIONS

17/20

Rating
Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments
The contractor met the contract's business relations expectations.

CUSTOMER SATISFACTION

17/20

Rating
Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments
The contractor provided excellent customer service and met the contract's customer service expectations.

COST CONTROL

17/20

Rating
Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments
The contractor invoiced per the contract's expectations with no cost discrepancies.

GENERAL COMMENTS

Comments
The contractor performed excellently throughout this transaction; and met the contract's key component expectations.



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

In accordance with Division 12 of the Fulton County Purchasing Code the Purchasing Agent may enter into an agreement with any public procurement unit for the cooperative use of supplies or services; and, may procure supplies, services or construction items through contracts established by purchasing division of the state where such contract and contractors substantially meet the requirements of the Purchasing Code. Please complete the form below to request that the Purchasing Director review the spending unit's request to engage in cooperative purchasing.

Requesting Department/Agency: DREAM / Land

Department/Agency Contact Information: Brenda Walker-Butts

Cooperative Contract Number and Title: #159498 Cooperative Omnia Partners Public Safety

Estimated Contract Spend: \$191,000

Contract Source (Identify the source of the cooperative contract by checking the appropriate box):

Public Cooperative Entity (Ex: NASPO)
List cooperative entity: Port of Portland

State of Georgia Statewide Contracts
(Department of Administrative Services)

Federal Government (Ex: GSA contract)

Other Governmental Entity
(Ex: City of Atlanta)
List Government Entity: _____

Verification Requirements

In order to utilize the cooperative purchasing, statewide or GSA contract, the User Department/Agency must provide justification for the use of the cooperative purchase and why the particular cooperative contract is most advantageous to the County as it relates to price and other factors.

1. Provide justification for the use of the cooperative purchase.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
 - a. Leveraging benefits of volume purchasing
 - b. Volume discounts
 - c. Service delivery requirement advantages
 - d. Document market research that was completed to determine use of cooperative purchase request.
3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

1. Provide justification for the use of the cooperative purchase.

It is imperative the limited vendors providing this specialized life/safety equipment and service are prepared to respond with the needed bulk quantities for Fulton County facilities upon request—as proven utilizing a cooperative agreement. Historically, to competitively bid this contract independently, the County faced challenges: a) Receiving competitively priced core products and comparable savings; b) Selected vendor may not be direct supplier impacted by direct supplier inventory access, c) Access to needed bulk quantity upon request, d) Ability for timely ordering and delivery that have been realized using the cooperative agreement and e) Alleviating compliance risks due to extended delays.

AED Pads Replacements

The two primary replacement parts for AED devices are the pads and the batteries.

The pads for the County's Cardiac Science Brand AED devices expire every two-years and must be replaced in accordance with the manufacturer's guidelines. The pads in AEDs currently installed in County facilities will expire in FY 2025.

Replacement of obsolete AEDs

As in most cases, equipment must be replaced periodically. Additionally, models are also upgraded, and old models can become obsolete. As is the case with the Cardiac Science Powerheart G3 Model AEDs. The G3 model is the original model purchased by the County at the implementation of the AED Program in July 2004.

The Department of Real Estate and Asset Management has been notified by the manufacturer that effective 2028, pads and battery replacements parts will no longer be manufactured for the G3 models. Therefore, DREAM is requesting funding to replace the current 80 G3 model devices left in the County's AED inventory. These devices are currently installed in various County facilities, and this is a critical needs request that will significantly impact the program if not funded. The G3 devices will be replaced with the Cardiac Science Powerheart G5 model, which is the standard AED used in all other County facilities.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

DOES THE SOLICITATION MEET THE REQUIREMENTS	YES	NO
Reviewed the justification provided by the requesting department/agency and determined that the use of the cooperative purchase/statewide/GSA Contract is justified.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reviewed the cost analysis provided and determined that the use of the cooperative purchase/statewide/GSA Contract is best value and/or advantageous to the County:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reviewed the documentation provided and obtained a copy of the contract, solicitation documents, award letters, etc., to verify that the cooperative, statewide or GSA contract is current and was awarded through a competitive process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The use of the contract meets the needs of the requesting department/agency.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The proposed contracting entity is authorized to conduct business in the State of Georgia.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If applicable, the contracting entity must comply with the Georgia Security and Immigration Act (E-Verify). A copy of the Georgia Immigration and Security Contractor Affidavit is obtained from the contracting entity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If federal funded, documented that the contracting entity is not on the Excluded Parties List System (EPLS) that identifies those parties debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Obtain Certificate Insurance requirements based on the coverage and limits included in the cooperative purchase/statewide/GSA contract. The County must be the Certificate Holder, Add'l Insured and Subrogation boxes should be marked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Purchasing Representative Recommendation:

I have reviewed the items on the above checklist for this solicitation and the request

meets the requirements does not meet the requirements

(Ensure that backup documentation has been scanned/saved into folder for this request)

(CAPA/APA) Purchasing Agent _____ Date _____

Chief Purchasing Agent _____ Date _____



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0031

Meeting Date: 1/8/2025

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the lowest responsible bidders - Department of Public Works, 24ITB091324K-CRB, Standby Miscellaneous Construction Wastewater System Services in an amount not to exceed \$14,000,000.00 with (A) Site Engineering, Inc., (Atlanta, GA) in an amount not to exceed \$3,400,000.00; (B) Wade Coots Company, Inc. (Austell, GA) in an amount not to exceed \$3,600,000.00; (C) Sol Construction, LLC, (Atlanta, GA) in an amount not to exceed \$3,800,000.00; and, (D) Kemi Construction Company, Inc. (College Park, GA) in an amount not to exceed \$3,200,000.00; to provide standby miscellaneous construction wastewater system services. Effective January 1, 2025, through December 31, 2025, with two renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with the State of Georgia O.C.G.A § 36-91 Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000.00 or more for public works construction projects shall be forwarded to the Board of Commissioners for approval..

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background:

Scope of Work: These standby contracts consist of providing all labor, equipment and materials necessary for the construction, installation, and repair of sewer mains, wastewater service lines, and

projects associated with the spill mitigation program in order to reduce the inflow and infiltration of storm water into the sanitary system within both North and South Fulton County service areas. The work includes providing an emergency wastewater main repair crew on an as needed basis, as directed by Public Works staff.

Community Impact: Wastewater repairs can be made expeditiously under the standby contracts, which will decrease the amount of time wastewater service to customers may be interrupted.

Department Recommendation: The Department of Public Works recommends approval of the contracts with two renewal options.

Project Implications: Without the assistance of on-call, standby contractors, the amount of repair work that can be completed by Fulton County will be limited, especially in emergency situations.

Community Issues/Concerns: No concerns have been raised to Public Works staff concerning these awards.

Department Issues/Concerns: Public Works does not have any concern or issues with awarding these contracts. All four firms have satisfactorily provided on-call wastewater construction services to Fulton County in the past.

Contract Modification: This is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Total Contract Value: \$14,000,000.00

(A)

Contract Value: \$3,400,000.00

Prime Vendor: Site Engineering, Inc.
Prime Status: Small Business Enterprise (SBE)
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,830,560.00 or 53.84%

Subcontractor: JDJ
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$1,180,480.00 or 34.72%

Subcontractor: F.M. Shelton
Subcontractor Status: African American Female Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$194,480.00 or 5.72%

Subcontractor: Lori's Transportation &Excavation dba Lori's Paving
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$194,480.00 or 5.72%

Total Contract Value: \$3,400,000.00 or 100%
Total Certified Value: \$3,400,000.00 or 100%

(B)
Contract Value: \$3,600,000.00

Prime Vendor: Wade Coots
Prime Status: Non-Minority
Location: Hiram, GA
County: Paulding County,
Prime Value: \$3,060,000.00 or 85.00%

Subcontractor: PKS
Subcontractor Status: Non-Minority
Location: Lithia Springs, GA
County: Douglas County
Contract Value: \$180,000.00 or 5.00%

Subcontractor: C & H Planners
Subcontractor Status: Non-Minority
Location: Tucker, GA
County: DeKalb County
Contract Value: \$180,000.00 or 5.00%

Subcontractor: SUM Consulting
Subcontractor Status: White Female Business Enterprise
Location: Rome, GA
County: Floyd County
Contract Value: \$180,000.00 or 5.00%

Total Contract Value: \$3,600,000.00 or 100%
Total Certified Value: \$180,000.00 or 5.00%

(C)
Contract Value: \$3,800,000.00

Prime Vendor: Sol Construction

Prime Status: Hispanic Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: \$3,705,000.00 or 97.50%

Subcontractor: Global Control
Subcontractor Status: Asian American Female Business Enterprise
Location: Smyrna, GA
County: Cobb County
Contract Value: \$38,000.00 or 1.00%

Subcontractor: Llamas Coatings
Subcontractor Status: Hispanic Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$57,000.00 or 1.5.00%

Total Contract Value: \$3,800,000.00 or 100%
Total Certified Value: \$3,800,000.00 or 100%

(D)
Contract Value: \$3,200,000.00

Prime Vendor: Kemi
Prime Status: African American Male Business Enterprise
Location: College, GA
County: Fulton County
Prime Value: \$2,432,000.00 or 84.00%

Subcontractor: K & E Group
Subcontractor Status: African American Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$224,000.00 or 7.00%

Subcontractor: D&D Service
Subcontractor Status: Disadvantage Business Enterprise (DBE)
Location: Stone Mountain, GA
County: DeKalb County
Contract Value: \$224,000.00 or 7.00%

Subcontractor: Core & Main
Subcontractor Status: Non-Minority
Location: Kennesaw, GA
County: Cobb County
Contract Value: \$320,000.00 or 10.00%

Total Contract Value: \$3,200,000.00 or 100.00%

Total Certified Value: \$2,880,000.00 or 90.00%

Grand Contract Value: \$14,000,000.00 or 100%

Grand Certified Value: \$10,260,000.00 or 73.29%

Exhibits Attached

Exhibit 1: Recommendation of Award

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Performance Evaluation

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$14,000,000.00

TOTAL: \$14,000,000.00

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- Cash
- In-Kind
- Approval to Award
- Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

Agenda Item No.: 25-0031

Meeting Date: 1/8/2025

203-540-5400-I067: Water & Sewer R & E, Public Works, Misc. Sewer Line Project - \$14,000,000.00

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: TV renewal options remain

Overall Contractor Performance Rating:

- (A) Site Engineering, Inc. 97
- (B) Wade Coots Company, Inc. 94
- (C) Sol Construction, LLC 91
- (D) Kemi Construction Company, Inc. 91

Would you select/recommend this vendor again? Yes

Report Period Start: 7/1/2024 **Report Period End:** 9/30/2024

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: November 8, 2024

SUBJECT: 24ITB091324K-CRB- Standby Miscellaneous Construction
Wastewater System Services

On September 13, 2024, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were six (6) responses.

The Department of Public Works is recommending awards to the overall lowest responsive and responsible bidders in the total award amount of \$14,000,000.00 with (A) Site Engineering, Inc. in the amount of \$3,400,000.00; (B) Wade Coots Company, Inc. in the amount of \$3,600,000.00; (C) Sol Construction, LLC in the amount of \$3,800,000.00; and (D) Kemi Construction Company, Inc. in the amount of \$3,200,000.00.

Funding is available in the following account: 203-540-5400-I067 - \$14,000,000.00

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works *R.O.B*
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Darlene Banks, Chief Assistant Purchasing Agent, Purchasing



Department of Purchasing & Contract Compliance

BID TABULATION SHEET Standby Miscellaneous Construction Wastewater System Services

PROJECT NUMBER: #24ITB091324K-CRB
DATE: Wednesday, October 30th, 2024
TOTAL NUMBER OF BIDDERS: 6

Craig R. Bogan,
Assistant Purchasing Agent
Page 1 of 1

CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	LICENSE YES/NO	E-verify Number
GS Construction, Inc.	Y	\$17,759,860.00	YES	337509
K.M. Davis Contracting Co., Inc	Y	\$6,743,120.00	YES	315313
Kemi Construction	Y	\$4,883,725.00	YES	226111
Site Engineering Inc	Y	\$4,614,415.00	YES	656501
Sol Construction, LLC	Y	\$3,923,800.00	YES	178057
Wade Coots Company, Inc	Y	\$4,503,480.00	YES	1435443

*INDICATES BUSINESS IS LOCATED IN FULTON COUNTY

THE RESULTS RECEIVED IN RESPONSE TO THIS SOLICITATION DOES NOT REFLECT AWARD OF THIS CONTRACT. RESPONSES WILL BE FURTHER EVALUATED BY FULTON COUNTY REPRESENTATIVES.

Performance Evaluation Details

ID	E6
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB
Supplier	Wade Coots Company, Inc
Supplier Project Contact	Mark Sutton (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	11/14/2024
Evaluation Type	Formal
Interview Date	11/14/2024
Expectations Meeting Date	11/14/2024
Status	Completed
Publication Date	11/14/2024 02:09 PM EST
Completion Date	11/14/2024 02:09 PM EST
Evaluation Score	94



11/21/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

- Evaluation Score Range
- Outstanding = 90-100%
- Excellent = 80-89%
- Satisfactory = 70-79%
- Needs Improvement = 50-69%
- Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

20/20

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

17/20

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

20/20

COST CONTROL

20/20

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

20/20

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

17/20

GENERAL COMMENTS

Comments

20/20

Performance Evaluation Details

ID	E7
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB
Supplier	Site Engineering Inc
Supplier Project Contact	Tamara L Isbell (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	11/14/2024
Evaluation Type	Formal
Interview Date	11/13/2024
Expectations Meeting Date	11/13/2024
Status	Completed
Publication Date	11/14/2024 02:07 PM EST
Completion Date	11/14/2024 02:07 PM EST
Evaluation Score	97



11/21/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Commented

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Not Commented

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

Not Commented

COST CONTROL

20/20

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Not Commented

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Commented

GENERAL COMMENTS

Comments

Not Commented

Performance Evaluation Details

ID	E6
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Kemi
Supplier	Kemi Construction
Supplier Project Contact	Yuliza Contreras (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	11/14/2024
Evaluation Type	Formal
Interview Date	11/14/2024
Expectations Meeting Date	11/14/2024
Status	Completed
Publication Date	11/14/2024 02:10 PM EST
Completion Date	11/14/2024 02:10 PM EST
Evaluation Score	91



11/21/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

10/10/2019, 11:11 AM

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

10/10/2019, 11:11 AM

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

10/10/2019, 11:11 AM

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

10/10/2019, 11:11 AM

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

10/10/2019, 11:11 AM

GENERAL COMMENTS

Comments

10/10/2019, 11:11 AM

Performance Evaluation Details

ID	E6
Project	Standby Miscellaneous Construction Wastewater System Services
Project Number	21ITB081321K-CRB_Sol
Supplier	Sol Construction, LLC
Supplier Project Contact	Sol Estimating (preferred language: English)
Performance Program	Construction Services
Evaluation Period	07/01/2024 to 09/30/2024
Effective Date	11/14/2024
Evaluation Type	Formal
Interview Date	11/14/2024
Expectations Meeting Date	11/14/2024
Status	Completed
Publication Date	11/14/2024 02:11 PM EST
Completion Date	11/14/2024 02:11 PM EST
Evaluation Score	91



11/21/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

10/10/2014

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

10/10/2014

OVERALL CONSTRUCTION PROJECT MANAGEMENT

17/20

Rating

Excellent: Commendable Project Management that exceeds in some areas.

Comments

10/10/2014

COST CONTROL

17/20

Rating

Excellent: Claims process managed well and at times are expedited. At times actively sent documents to the User Department concerning potential cost overruns.

Comments

10/10/2014

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

10/10/2014

GENERAL COMMENTS

Comments

10/10/2014



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0032

Meeting Date: 1/8/2025

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of extend an existing contract - Public Works Department, 22ITB136410K-BKJ, Pine Valley Phase 2A Interceptor Sewer Replacement at no additional cost for extension of “time only” with Wade Coots Company, Inc (Austell, GA) to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30” to 48” RCP gravity sewer pipe with 54” HOBAS fiberglass pipe and epoxy coated precast concrete manholes. Effective upon Boc approval through March 31, 2025.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works requests approval to extend “time only” with Wade Coots Company, Inc. (Austell, GA) to provide construction Management services for the Pine Valley Sewer Replacement Phase 2A project.

Scope of Work: The Pine Valley Sewer Replacement Phase 2A project involves supplying all necessary labor, equipment, and materials for installing 4,062 linear feet of 54-inch Hobas sanitary sewer pipe.

The original contract approved by the Board of Commissioners on May 3, 2023 (Agenda #23-0313) had a completion date of July 16, 2024. However, design modifications were required as a result of unforeseen site conditions, which included rock and concrete structures encountered in the field. The new completion date will be March 31, 2025.

Community Impact: The Pine Valley Sewer Replacement Phase 2A project will increase the capacity of the sewer lines for future flows allowing the community to grow and prevent sanitary sewer spills due to old defective pipes.

Department Recommendation: The Department of Public Works recommends approval to extend time only to the existing contract.

Project Implications: Without the repair and replacement of the sewer lines, they may fail and cause major spills that will detrimentally impact the environment.

Community Issues/Concerns: No concerns have been raised to Public Works staff.

Department Issues/Concerns: Public Works does not have any concerns or issues.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0313	05/03/2023	\$7,536,975.00
Amendment #1	102-364	07/17/2024	\$750,000.00
Amendment #2			\$00
Total Revised Amount			\$8,286,975.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$Time Extension

Prime Vendor: Wade Coots Company, Inc.
Prime Status: Non-Minority
Location: Austell, GA
County: Cobb County
Prime Value: \$00.00

Subcontractor: D &G Boring, Inc.
Subcontractor Status: Non-Minority
Location: Smyrna, GA
County: Cobb County

Contract Value: \$00.00

Subcontractor: UWS, Inc.
Subcontractor Status: Non-Minority
Location: Trion, GA
County: Chattooga County
Contract Value: \$00.00

Subcontractor: Lori's Transportation
Subcontractor Status: African American Male Business Enterprise
Location: Alpharetta, GA
County: Fulton County
Contract Value: \$00.00

Subcontractor: T & J Industries
Subcontractor Status: African American Male Business Enterprise
Location: Stonecrest, GA
County: DeKalb County
Contract Value: \$00.00

Total Contract Value: \$Time Extension
Total Certified Value: \$Time Extension

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment to Contract
Exhibit 2: Performance Evaluation

Contact Information *(Type Name, Title, Agency and Phone)*

Roy Barnes, Deputy Director, Public Works 404-612-6317

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$7,536,975.00
Previous Adjustments: \$750,000.00
This Request: \$0.00

Agenda Item No.: 25-0032

Meeting Date: 1/8/2025

TOTAL: \$8,286,975.00

Grant Information Summary

Amount Requested: Cash
Match Required: In-Kind
Start Date: Approval to Award
End Date: Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S165: Water & Sewer R & E, Public Works, Misc. Sewer Line Project

Key Contract Terms	
Start Date: 10/15/2024	End Date: 3/31/2025
Cost Adjustment:	Renewal/Extension Terms: N Renewal Option

Overall Contractor Performance Rating: 94

Would you select/recommend this vendor again?

Yes

Report Period Start:
2/22/2024

Report Period End:
5/21/2024

EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: **Wade Coots Company, Inc**

Contract No.: **22ITB136410K-BKJ, PINE VALLEY PHASE 2A - INTERCEPTOR SEWER REPLACEMENT**

Address: **174 Duncan Circle**
City, State **Hiram, GA 30141**

Telephone: **7702060784**

Email: mark.sutton@wadecootscompany.com

Contact: **Mark Sutton,**
Project Manager

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with Wade Coots Company, Inc to provide/perform WHEREAS, Fulton County (“County”) entered into a Contract with Wade Coots Company, Inc. to provide all labor, material and equipment to remove and replace approximately 4,062 feet of 30” to 48” RCP gravity sewer pipe with 54” HOBAS Fiberglass pipe and epoxy coated precast concrete manholes, dated May 22, 2023, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, from 10/15/2024, through 03/31/2025; and

WHEREAS, extension is ‘time only’ to existing contract to provide all necessary labor, equipment, and materials for installing 4,062 linear feet of 54-inch Hobas sanitary sewer pipe. Design modifications were required as a result of unforeseen site conditions which included rock and concrete structures encountered in the field. The new completion date will be March 31, 2025; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Extension No. 2 to Form of Contract is effective as of the 15th day of October 2024 between the County and Wade Coots Company, Inc, who agree that all Services specified will be performed in accordance with this Extension No. 2 to Form of Contract and the

Contract Documents, with the contract ending as of the 31st of March 2025.

1. **COMPENSATION:** The services to be performed by the Contractor during this Extension No. 2 to Form Contract at no additional cost, this is a time extension only.
3. **LIABILITY OF COUNTY:** This Extension No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 2 TO FORM OF CONTRACT:** Except as modified by this Extension No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

WADE COOTS COMPANY, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

W. Greg Coots,
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Notary Public

(Affix County Seal)

County: _____

Commission Expires: _____

(Affix Notary Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
--------------------------------------------------	-------------------------------------------------------------------------

Performance Evaluation Details

ID	E1
Project	Pine Valley Phase 2A - Interceptor Sewer Replacement
Project Number	#22ITB136410K-BKJ
Supplier	Wade Coots Company, Inc
Supplier Project Contact	Mark Sutton (preferred language: English)
Performance Program	Construction Services
Evaluation Period	02/22/2024 to 05/21/2024
Effective Date	07/01/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/01/2024 01:55 PM EDT
Completion Date	07/01/2024 01:55 PM EDT
Evaluation Score	94



10/9/2024

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - CONSTRUCTION SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

BUDGET MANAGEMENT

17/20

Rating

Excellent: Design within budget and exceeds in some areas. Changes in project scope are identified and are submitted with rational and fair costing.

Comments

Not Specified

OVERALL CONSTRUCTION PROJECT MANAGEMENT

20/20

Rating

Outstanding: Outstanding Construction Project Management that exceeds in all areas.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Proactive tracking and forecasting of the construction contract on a regular basis. This includes expedited and relevant input on Contractor claim submissions, with thorough justification and guidance on cost control of the construction contract. Proactively documents to the User Department potential cost overruns.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0906

Meeting Date: 1/8/2025

Department

County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval for the procurement of supplies and equipment required for residents housed in the County's Jail facilities in a total amount not to exceed \$2,239,975.02 with various vendors identified in Exhibit 1 attached to this package and incorporated hereto. Funding is provided in the inmate services unit in non-agency. Effective January 1, 2025 approval through December 31, 2025.

(MOTION TO APPROVE FAILED ON 12/18/24)

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County Code Sec. 1-117. The Board of Commissioners has exclusive jurisdiction over its affairs and funds.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Choose an item.

Commission Districts Affected

- All Districts
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: To provide supplies and equipment for residents housed in the County's jail facilities. The Department of Purchasing & Contract Compliance and the Sheriff's Office worked together to establish the procurement needs in order to ensure the supplies and equipment are available. The Department of Purchasing & Contract Compliance utilized statewide and cooperative contracts in order to expedite the procurement process. Statewide and cooperative contracts are competitively procured by their sponsoring agencies and meet the requirements of the Fulton County

purchasing Codes. The not to exceed amount includes a 10% contingency which will allow adjustments for population changes.

Community Impact: None

Department Recommendation: Recommend approval.

Project Implications: Basic needs for individuals housed in the County's jail facilities would not be met.

Community Issues/Concerns: None.

Department Issues/Concerns: Basic needs for residents housed in the County's jail facilities would not be met.

Contract Modification: This is a new request

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached

Exhibit 1: List of Vendors

Contact Information *(Type Name, Title, Agency and Phone)*

Monica Jones, Finance Director, Fulton County Sheriff's Office, (404) 612-6011

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$2,239,975.02
TOTAL:	\$2,239,975.02

Grant Information Summary

Agenda Item No.: 24-0906

Meeting Date: 1/8/2025

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- Cash
- In-Kind
- Approval to Award
- Apply & Accept

VENDOR NAME	AMOUNT	COMMODITIES
Bob Barker	\$716,611.54	Uniforms/Clothing/Undergarments/Hygiene items/ Shoes/Mattress/Blankets/Towels
Georgia Correctional Industries	\$67,113.00	Mops/Brooms/Disinfectant/Cleaner
Grainger	\$31,893.53	Towel Sheets/Masks/Trash Bags/Mop Buckets/Gloves/Orbis/Cleaning Equipment
ODP	\$3,585.41	Program Supplies
Southeastern Paper Group LLC	\$93,085.20	Toilet Tissue
Tabb Textile Company, Inc.	\$143,020.00	Towels/Wash Cloths/Blankets
Zep Manufacturing Company	\$65,962.05	Laundry Detergent/Cleaner/Floor Sealer/Floor Wax
Peoples Janitorial Supplies	\$127,766.00	Trash Bags
Medline Industries, LP	\$4,664.00	Inmate Tumblers
BTS Janitorial	\$100,650.00	Nitrile Exam Gloves
Global Industrial	\$31,898.36	Equipment
Truax Patient Services	\$57,750.00	Nasal Narcan for Officers in Jail - 2 per pack - Narcan 4mg nasal spray
Briarwood Products, LLC.	\$38,586.80	Shank Free items
Buckeye Cleaning Center	\$8,773.44	Specific Cleaning supplies for equipment
Mersi Distribution LLC	\$2,400.00	KN95 Masks
Best Buy	\$10,399.60	50' TV's
Victory Supply	\$447,158.00	Uniforms/Clothing/Undergarments
HD Supply	\$47,734.00	Laundry Detergent and Chlorine Bleach
Thomson Reuters	\$17,010.00	Law Library Books
BHC, Inc.	\$20,280.00	Cleaning Tablets
Sub-Total	\$2,036,340.93	
10% Contingency	\$203,634.09	
Total	\$2,239,975.02	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0908

Meeting Date: 1/8/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Ordinance to repeal and replace Part I, Subpart B, Chapter 101 (General Provisions and County Governing Authority), Article II (County Governing Authority), Division 2 (Rules of Order and Procedure), Section 101-68 (Decorum) of the Fulton County Code of Ordinances; and for other purposes. **(Pitts) (HELD ON 12/18/24)**

1 **AN ORDINANCE TO REPEAL AND REPLACE PART I, SUBPART B, CHAPTER 101**
2 **(GENERAL PROVISIONS AND COUNTY GOVERNING AUTHORITY), ARTICLE II**
3 **(COUNTY GOVERNING AUTHORITY), DIVISION 2 (RULES OF ORDER AND**
4 **PROCEDURE), SECTION 101-68 (DECORUM) OF THE FULTON COUNTY CODE OF**
5 **ORDINANCES; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, the duly elected governing authority of Fulton County, Georgia (the
8 “County”) is the Fulton County Board of Commissioners (the “Board”); and

9 **WHEREAS**, the Board has authority, pursuant to the Constitution of the State of
10 Georgia, Article 9, Sec. 2 ¶ 1(a), to adopt reasonable ordinances, resolutions, or
11 regulations relating to the County’s affairs for which no provision has been made by
12 general law and which is not inconsistent with the Constitution or any local law applicable
13 thereto; and

14 **WHEREAS**, in conformity with the provisions of the Open Meetings Act, O.C.G.A.
15 § 50-14-1 *et seq.*, the Board enacted certain provisions of its Rules of Order and
16 Procedure (the “Rules”) at its Regular Meeting on January 5, 1994, with said Rules being
17 codified in Chapter 101 (General Provisions and County Governing Authority), Article II
18 (County Governing Authority), Division 2 (Rules of Order and Procedure) of the Fulton
19 County Code of Ordinances (“F.C.C.”) as Section 101-61 *et seq.*; and

20 **WHEREAS**, on May 4, 2022, via Agenda Item 22-0329, the Board last modified its
21 Rules, specifically the text of F.C.C. Sec. 101-68 (Decorum), to add an express prohibition
22 against defamatory statements and to authorize the imposition of a penalty for violation
23 of said provision; and

24 **WHEREAS**, the Board seeks to encourage an environment of respect,
25 professionalism and civility through its conduct and to provide a positive representation

26 of the County, its officials and employees to its citizens and the public at large during its
27 Board meetings; and

28 **WHEREAS**, the Board finds that certain disruptive conduct by commissioners and
29 staff, including but not limited to having cellular phone conversations, dressing
30 inappropriately and speaking disrespectfully, impedes the Board's ability to conduct its
31 meetings professionally, with civility and efficiently; and

32 **WHEREAS**, the Board continues to recognize the need for clear and enforceable
33 guidelines dictating what is appropriate conduct by commissioners and staff during official
34 meetings, as well as the need to enforce the penalties imposed for engaging in prohibited
35 conduct; and

36 **WHEREAS**, the Board seeks to encourage continued compliance with F.C.C. Sec.
37 101-68, and to ensure enforcement of all its provisions, including timely payment of
38 administrative sanctions imposed; and

39 **WHEREAS**, the Board desires to repeal and replace F.C.C. Sec. 101-68
40 (Decorum) with a revised ordinance to specify additional conduct that it deems disruptive
41 and inappropriate for commissioners and staff and to discourage such conduct by
42 increasing the penalties currently imposed for violation of the Board's decorum guidelines;
43 and

44 **WHEREAS**, the Board finds that it is in the best interest of its citizens to repeal
45 and replace F.C.C. Sec. 101-68 to also provide that the Finance Department shall deduct
46 payment of administrative sanctions from the paycheck of the violator for operational
47 efficiency.

48 **NOW, THEREFORE, BE IT ORDAINED**, that the Fulton County Board of
49 Commissioners hereby repeals Section 101-68 of the Fulton County Code of Ordinances
50 (Decorum) in its entirety, and replaces it with the revised Section 101-68, as reflected in
51 the attached **Exhibit A**.

52 **BE IT FINALLY ORDAINED**, that this Ordinance shall become effective when
53 passed and adopted, and that all ordinances and resolutions and parts of ordinances and
54 resolutions in conflict with this Ordinance are hereby repealed to the extent of the conflict.

55 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
56 Georgia this ___ day of _____, 202_.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

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SPONSORED BY:

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Robert L. Pitts, Chairman (At-Large)

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69 ATTEST:

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Tonya R. Grier, Clerk to the Commission

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79 APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney

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EXHIBIT A

1 **Sec. 101-68. - Decorum.**

2 (a) *Rules of Decorum*

3 (1) All commissioners and all staff members shall dress in professional business attire when
4 participating during board of commissioners meetings.

5 (2) Cellular phone conversations are prohibited in the assembly hall while a board of
6 commissioners meeting is in open session. In the event of an emergency, calls may be
7 answered but conversations should be continued outside of assembly hall.

8 (3) All commissioners and all staff members shall treat each other and the public in a dignified,
9 courteous and respectful manner; value all opinions; be tolerant of others and; recognize
10 that disrespectful behavior damages the perception of the county.

11 (4) All commissioners shall use decorous language in addressing fellow commissioners and staff,
12 and shall make no personal attack or personally derogatory remark to or about any
13 commissioner or staff member.

14 (5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.

15 (6) Commissioners seeking information from staff shall do so within the confines of
16 proper decorum.

17 (7) A commissioner shall not speak during a meeting until recognized by the chair and likewise
18 shall not interrupt another commissioner's remarks. All comments made by a commissioner
19 during a meeting shall directly address the motion or item being discussed.

20 (8) Any commissioner shall have the right to express dissent from or protest against any
21 resolution or action of the board and have the reason entered into the minutes.

22 (9) No commissioner shall make or cause to be made any defamatory statement about another
23 commissioner. The phrase "defamatory statement" as used herein is defined by Georgia law
24 and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

25 (b) *Enforcement.*

26 (1) The chair shall enforce the rules of decorum.

27 (2) Violation by a commissioner during a board of commissioners meeting

28 a. If a commissioner believes another member has violated a particular rule of decorum,
29 he or she, upon recognition by the chair, may raise a point of order. Another
30 commissioner must second that point of order before the issue can be considered.

EXHIBIT A

- 1 b. Upon a second of the point of order, the chair may rule on the issue or may allow the
2 entire board to decide the issue by an affirmative supermajority vote of the
3 commissioners present.
- 4 c. In the event the chair is the board member alleged to have violated a particular rule
5 of decorum, the duties assigned to the chair in this subsection shall be performed by
6 the vice-chair.
- 7 d. If the point of order is decided by an affirmative supermajority vote of the
8 commissioners present and a violation is found, the clerk to the commission will
9 automatically place the matter on the agenda for the next regularly scheduled
10 meeting of the board of commissioners so that the commissioner found or alleged
11 to be in violation will have an opportunity to be heard before the board considers
12 and votes on the imposition of penalties under subsection (d) of this Code.
- 13 e. The penalties provided in subsection (d) of this Code may be imposed only where the
14 following conditions are met:
- 15 1. The issue raised by the point of order is considered by all of the board
16 members present;
 - 17 2. The commissioner found or alleged to have committed the violation is
18 provided written or oral notice of the alleged violation, which requirement is
19 satisfied by the publication of a meeting agenda prior to a board of
20 commissioners meeting at which the commissioner found or alleged to be in
21 violation will have the opportunity to be heard;
 - 22 3. The commissioner alleged to have committed the violation is provided an
23 opportunity to be heard by the other members of the board in defense of
24 the charge; and
 - 25 4. During the hearing on the matter at the meeting subsequent to when the
26 violation occurred, a supermajority of the board votes to (i) affirm the
27 violation occurred; and (ii) impose the penalty. In the event of a vacancy on
28 the board, the vote requirement in this subsection shall be satisfied with at
29 least 4 votes.

30 (3) Violation by a staff member during a board of commissioners meeting

EXHIBIT A

- 1 a. If a commissioner believes a staff member has violated a particular rule of decorum,
2 he or she, upon recognition by the chair, may raise a point of order. Another
3 commissioner must second that point of order before the issue can be considered.
4 b. Upon a second of the point of order, the chair may rule on the issue or may allow the
5 entire board to decide the issue by a majority vote.
6 c. The board of commissioners may impose a penalty no greater than a public reprimand
7 as outlined in section (d)(1)(b), and such penalty may be imposed only when the
8 following conditions are met:
- 9 1. The issue raised by the point of order is considered by the board members
10 present;
 - 11 2. The staff member alleged to have committed the violation is provided notice
12 of the alleged violation by the chair who shall say, "Mr./Ms.____, you are in
13 violation of the Rules of Decorum. The board members present will consider if a
14 public reprimand will be entered into the record. Prior to that decision, you will
15 be afforded an opportunity respond. Would you like to respond?";
 - 16 3. The staff member alleged to have committed the violation is provided an
17 opportunity to be heard in defense of the charge; and
 - 18 4. A majority of the board affirmatively vote to (i) find the violation occurred;
19 and (ii) impose the penalty.

20 (d) *Penalties.*

21 (1) For each violation by a commissioner, the violator may be subject to the following penalties:

22 a. *Administrative sanction.*

- 23 1. For a first violation by the violator of this section, the board may impose upon
24 the violator an administrative sanction in an amount not to exceed \$500.00.
- 25 2. For a second violation by the violator of this section that occurs within 12
26 months after a first violation by him or her, the board may impose upon the
27 violator an administrative sanction in an amount not to exceed \$1,000.00.
- 28 3. For a third (or subsequent) violation by the violator of this section that occurs
29 within 12 months after the first violation by him or her, the board may impose
30 upon the violator an administrative sanction in an amount not to exceed
31 \$2,000.00.

EXHIBIT A

1 4. A second violation of this section by a violator that occurs more than 12
2 months after a prior violation by him or her shall be treated as a first violation
3 under subsection (d)(1) a.1.

4 5. The Finance Department shall deduct the monetary value of the
5 administrative sanction from the violator's paycheck for the next pay period
6 occurring after the imposition of the sanction.

7 b. *Public reprimand.* The board may publicly reprimand the violator for the offending
8 conduct, which may be an official censure/reprimand expressing the board's
9 displeasure with the offending conduct. In the event the violator is a member of the
10 board, such censure/reprimand shall not have any legal effect on that member's
11 ability to continue to serve as a member of the board.

12 c. *Denial of future legal defense.* In the case of a violation for making or causing a
13 defamatory statement to be made about another commissioner, in addition to the
14 sanctions herein, the board may also subject the violator to preemptive denial of all
15 requests for legal representation in any civil or administrative proceeding against
16 him or her individually arising out of the defamatory statement made.

17 (2) The penalties provided in this subsection are not mutually exclusive. The board, in its
18 discretion, may impose any combination of the penalties for a violation of this section.

19 (3) The penalties stated in this subsection are in addition to (and do not replace, limit or
20 otherwise alter) any other lawful power provided to the commission under Georgia law, the
21 Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

22 (4) For purposes of this section, any of the following actions by a commissioner or a staff
23 member supports a decision that said person violated provisions of subsection ~~(e)(1)~~(a):

24 a. Conduct that a reasonable person would find to be hostile, offensive, intimidating
25 humiliating or threatening and is unrelated to a governance or public policy issue
26 presently before the board;

27 b. Conduct that constitutes unlawful harassment or discrimination in violation of state or
28 federal law or this Code;

29 c. Conduct that references sexual acts, bodily functions or demeans groups of people
30 due to their religious beliefs or race; that is inherently inappropriate for a formal
31 proceeding before the board; and that a reasonable person would find is vulgar,
32 profane or obscene;

EXHIBIT A

- 1 d. Conduct that would tend to incite violence;
- 2 e. Conduct that falsely disparages the character or reputation of another commissioner
- 3 or a county employee; or
- 4 f. Any other conduct undertaken for the purpose of disrupting or undermining the order
- 5 of any meeting or formal proceeding before the commission.
- 6

EXHIBIT A

1 **Sec. 101-68. –_Decorum.**

2 ~~(a) —General expectations.~~

3 (a) ~~(1)~~ Rules of Decorum

4 (1) All commissioners and all staff members shall dress in professional business attire when
5 participating during board of commissioners meetings.

6 (2) Cellular phone conversations are prohibited in the assembly hall while a board of
7 commissioners meeting is in open session. In the event of an emergency, calls may be
8 answered but conversations should be continued outside of assembly hall.

9 (3) All commissioners and all staff members shall treat each other and the public in a dignified,
10 courteous and respectful manner; value all opinions; be tolerant of others and; recognize
11 that ~~inappropriate~~ disrespectful behavior damages the perception of the county.

12 ~~(24)~~ All commissioners shall use decorous language in addressing fellow commissioners and staff,
13 and shall make no personal attack or personally derogatory remark to or about any
14 commissioner or staff member.

15 (5) Use of obscene or profane language is prohibited and shall constitute a breach of decorum.

16 (6) Commissioners seeking information from staff shall do so within the confines of
17 proper decorum.

18 ~~(37)~~ A commissioner shall not speak during a meeting until recognized by the chair and likewise
19 shall not interrupt another commissioner's remarks. All comments made by a commissioner
20 during a meeting shall directly address the motion or item being discussed.

21 ~~(4) —8)~~ Any commissioner shall have the right to express dissent from or protest against any
22 resolution or action of the board and have the reason entered into the minutes.

23 ~~(5) —9)~~ No commissioner shall make or cause to be made any defamatory statement about
24 another commissioner. The phrase "defamatory statement" as used herein is defined by
25 Georgia law and includes the statutory definitions outlined in O.C.G.A. §§ 51-5-1 and 51-5-4.

26 ~~(b) —Enforcement.~~

27 ~~(1) —The chair shall enforce the rules of decorum.~~

28 ~~(2) —Violation by a commissioner— during a board of commissioners meeting~~

29 a. If a commissioner believes another member has violated a particular rule of decorum,
30 he or she, upon recognition by the chair, may raise a point of order. Another
31 commissioner ~~need not~~ must second that point of order before the issue can be
32 considered.

EXHIBIT A

- 1 b. —Upon ~~the raising~~ a second of the point of order, the chair may rule on the issue or
2 may allow the entire board to decide the issue by ~~a majority~~ an affirmative
3 supermajority vote of the commissioners present.
- 4 c. —In the event the chair is the board member alleged to have violated a particular rule
5 of decorum, the duties assigned to the chair in this subsection shall be performed
6 by the vice-chair.
- 7 d. —If the point of order is decided by an affirmative supermajority vote of the
8 commissioners present and a violation is found, the clerk to the commission will
9 automatically place the matter on the agenda for the next regularly scheduled
10 meeting of the board of commissioners so that the commissioner found or alleged
11 to be in violation will have an opportunity to be heard before the board considers
12 and votes on the imposition of penalties under subsection (d) of this Code.
- 13 e. The penalties provided in subsection (~~e~~) of this Code ~~section~~ may be imposed only
14 where the following conditions are met:
- 15 1. —The issue raised by the point of order is considered by all of the ~~entire~~
16 ~~board;~~ members present;
 - 17 2. —The commissioner found or alleged to have committed the violation is
18 provided written or oral notice of the alleged violation; ~~which requirement~~
19 is satisfied by the publication of a meeting agenda prior to a board of
20 commissioners meeting at which the commissioner found or alleged to be in
21 violation will have the opportunity to be heard;
 - 22 3. —The commissioner alleged to have committed the violation is provided an
23 opportunity to be heard by the other members of the board in defense of
24 the charge; and
 - 25 4. —~~Five members~~ During the hearing on the matter at the meeting subsequent
26 to when the violation occurred, a supermajority of the board affirmatively
27 votes to: (i) find affirm the violation occurred; and (ii) impose the penalty.- In
28 the event of a vacancy on the board, the vote requirement in this subsection
29 shall be satisfied with at least 4 votes.
- 30 (3) —Violation by a staff member ~~-~~ during a board of commissioners meeting

EXHIBIT A

1 a. If a commissioner believes a staff member has violated a particular rule of decorum,
2 he or she, upon recognition by the chair, may raise a point of order. Another
3 commissioner must second that point of order before the issue can be considered.

4 b. —Upon ~~the raising~~ a second of the point of order, the chair may rule on the issue or
5 may allow the entire board to decide the issue by a majority vote.

6 c. —The ~~penalties provided in subsection (c)~~ board of this commissioners may impose a
7 penalty no greater than a public reprimand as outlined in section (d)(1)(b), and such
8 penalty may be imposed only ~~where~~ when the following conditions are met:

9 1. —The issue raised by the point of order is considered by the ~~entire~~ board;
10 members present;

11 2. —The staff member alleged to have committed the violation is provided
12 ~~written or oral~~ notice of the alleged violation; by the chair who shall say,
13 “Mr./Ms. _____, you are in violation of the Rules of Decorum. The board members
14 present will consider if a public reprimand will be entered into the record. Prior
15 to that decision, you will be afforded an opportunity respond. Would you like to
16 respond?”;

17 3. —The staff member alleged to have committed the violation is provided an
18 opportunity to be heard ~~by the other members of the board~~ in defense of the
19 charge; and

20 4. —~~Five members~~ A majority of the board affirmatively vote to: (i) find the
21 violation occurred; and (ii) impose the penalty.

22 ~~(c)~~ (d) *Penalties.*

23 (1) —For each violation ~~of this section~~ by a commissioner, the violator may be subject to the
24 following penalties:

25 a. —*Administrative sanction.*

26 1. —For a first violation by the violator of this section, the board may impose
27 upon the violator an administrative sanction in an amount not to exceed
28 ~~\$250~~ 500.00.

29 2. —For a second violation by the violator of this section that occurs within 12
30 months after a first violation by him or her, the board may impose upon the
31 violator an administrative sanction in an amount not to exceed ~~\$500~~ 1,000.00.

EXHIBIT A

1 3. —For a third (or subsequent) violation by the violator of this section that
2 occurs within 12 months after the first violation by him or her, the board may
3 impose upon the violator an administrative ~~fine~~sanction in an amount not to
4 exceed \$~~1~~2,000.00.

5 4. —A second violation of this section by a violator that occurs more than 12
6 months after a prior violation by him or her shall be treated as a first violation
7 under subsection ~~(e)~~(1) a.1.

8 5. —~~Within 20 days~~The Finance Department shall deduct the monetary value of
9 ~~the imposition of any administrative sanction imposed under this subsection, the~~
10 ~~violator shall deposit into~~from ~~the general fund of Fulton County monies~~
11 ~~equaling violator's paycheck for the entire amount of that~~next pay period
12 occurring after the imposition of the sanction.

13 b. —*Public reprimand.*—The board may publicly reprimand the violator for the offending
14 conduct, which may be an official censure/reprimand expressing the board's
15 displeasure with the offending conduct. In the event the violator is a member of the
16 board, such censure/reprimand shall not have any legal effect on that member's
17 ability to continue to serve as a member of the board.

18 c. —*Denial of future legal defense.*—In the case of a violation for making or causing a
19 defamatory statement to be made about another commissioner, in addition to the
20 sanctions herein, the board may also subject the violator to preemptive denial of all
21 requests for legal representation in any civil or administrative proceeding against
22 him or her individually arising out of the defamatory statement made.

23 (2) —The penalties provided in this subsection are not mutually exclusive. The board, in its
24 discretion, may impose any combination of the penalties for a violation of this section.

25 (3) —The penalties stated in this subsection are in addition to (and do not replace, limit or
26 otherwise alter) any other lawful power provided to the commission under Georgia law, the
27 Fulton County Code of Laws, or Robert's Rules of Order, Newly Revised.

28 (4) —For purposes of this section, any of the following actions by a commissioner or a staff
29 member supports a decision that said person violated provisions of subsection ~~(e)(1)~~ (a):

30 a. —Conduct that a reasonable person would find to be hostile, offensive, intimidating
31 humiliating or threatening and is unrelated to a governance or public policy issue
32 presently before the board;

EXHIBIT A

- 1 b. —Conduct that constitutes unlawful harassment or discrimination in violation of state
- 2 or federal law or this Code;
- 3 c. —Conduct that references sexual acts, bodily functions or demeans groups of people
- 4 due to their religious beliefs or race; that is inherently inappropriate for a formal
- 5 proceeding before the board; and that a reasonable person would find is vulgar,
- 6 profane or obscene;
- 7 d. —Conduct that would tend to incite violence;
- 8 e. —Conduct that falsely disparages the character or reputation of another
- 9 commissioner or a county employee; or
- 10 f. —Any other conduct undertaken for the purpose of disrupting or undermining the
- 11 order of any meeting or formal proceeding before the commission.

12 ~~(Ord. No. 2024-0248, 4-10-24)~~



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0910

Meeting Date: 1/8/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution to declare a local emergency with respect to the conditions at the Fulton County Jail for the purpose of expediting resources to support remedial measures to address the DOJ investigative findings; and for other purposes. **(Arrington) (HELD ON 12/18/24)**

1 **A RESOLUTION TO DECLARE A LOCAL EMERGENCY WITH RESPECT TO THE**
2 **CONDITIONS AT THE FULTON COUNTY JAIL FOR THE PURPOSE OF EXPEDITING**
3 **RESOURCES TO SUPPORT REMEDIAL MEASURES TO ADDRESS THE DOJ**
4 **INVESTIGATIVE FINDINGS; AND FOR OTHER PURPOSES.**

5
6 **WHEREAS**, beginning in July 2023, the U.S. Department of Justice (DOJ), Civil
7 Rights Division and the U.S. Attorney’s Office for the Northern District of Georgia opened
8 a civil rights investigation into conditions in the Fulton County Jail under the Civil Rights
9 of Institutionalized Persons Act (CRIPA), 42 U.S.C. § 1997, the American with Disabilities
10 Act (ADA), 42 U.S.C. § 12132 and the Violent Crime Control and Law Enforcement Act,
11 34 U.S.C. § 12601; and

12 **WHEREAS**, on November 14, 2024, the U.S. Department of Justice, Civil Rights
13 Division and the U.S. Attorney’s Office for the Northern District of Georgia issued a report
14 detailing the findings of their investigation of the Fulton County Jail (Report); and

15 **WHEREAS**, the Report asserted and opined that there were instances of civil
16 rights violations due to conditions at the Fulton County Jail; and

17 **WHEREAS**, the Report, although not dispositive of any issue contained therein,
18 provides sufficient impetus for the Fulton County Board of Commissioners to declare a
19 public emergency with respect to the Fulton County Jail for the purpose of expediting
20 resources to support remedial measures to address the DOJ investigative findings.

21 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
22 Commissioners hereby finds that the purported conditions at the Fulton County Jail
23 constitute a public emergency that requires the declaration of a local emergency
24 concerning the Fulton County Jail, in order to protect the health and safety of the inmate
25 residents, employees and infrastructure at the Jail, and to marshal all available resources
26 for the mitigation of the alleged unsatisfactory conditions at the Jail, to preserve the safety

1 of the inmate residents and Jail employees, and to coordinate resources with
2 municipalities within Fulton County, Georgia that utilize the services at the Fulton County
3 Jail.

4 **BE IT FURTHER RESOLVED**, that, for the purpose of expediting resources to
5 support remedial measures, it is necessary to grant to the Fulton County Manager all the
6 power necessary to support the Sheriff's office in ensuring the safety and security of the
7 Jail inmate residents, employees, and infrastructure during this public emergency.

8 **BE IT FURTHER RESOLVED**, that the Fulton County Manager, in order to support
9 the Sheriff's office in expediting the implementation of remedial measures, is granted the
10 authority to execute any necessary documents, including but not limited to contracts and
11 memoranda of understanding, during this public emergency, after approval of the
12 documents as to form by the County Attorney.

13 **BE IT FURTHER RESOLVED**, that in conjunction with this Resolution, the Board
14 of Commissioners of Fulton County instructs the Chairman of the Fulton County Board of
15 Commissioners to sign and effectuate the Declaration of Emergency attached to this
16 Resolution as Exhibit A;

17 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon
18 adoption and shall continue until further notice.

19
20 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
21 Georgia, this 18th day of December, 2024.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

SPONSORED BY:

Marvin S. Arrington, Jr.
(District 5)

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

DECLARATION OF STATE OF EMERGENCY AT THE FULTON COUNTY JAIL DUE TO
THE POTENTIAL THREAT OF UNSAFE CONDITIONS

As of December 18, 2024, the Fulton County Board of Commissioners declares that there exists a state of emergency within Fulton County, Georgia, at the Fulton County Jail, due to the alleged unsafe conditions as set forth in the November 14, 2024 Investigative Report of the U.S. Department of Justice, Civil Rights Division and the U.S. Attorney's Office for the Northern District of Georgia. This state of emergency is in effect until further notice.

This declaration is not intended to and does not create any right or benefit, substantive or procedural, enforceable in law or in equity by any party, person or business against Fulton County, its departments, agencies, officials, employees, agents or other any other person or entity.

FULTON COUNTY BOARD OF COMMISSIONERS

BY:

Robert L. Pitts
Chairman

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0033

Meeting Date: 1/8/2025

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution by the Fulton County Board of Commissioners in Observance of the 96th Birthday of Reverend Dr. Martin Luther King Jr.

(Abdur-Rahman)

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS IN**
2 **OBSERVANCE OF THE 96th BIRTHDAY OF THE REVEREND DR. MARTIN LUTHER**
3 **KING JR.**

4
5 **WHEREAS**, the Reverend Dr. Martin Luther King Jr. (“Dr. King”) was born in Fulton
6 County, Georgia in the City of Atlanta, 96 years ago, on January 15, 1929; and

7 **WHEREAS**, Dr. King is the son of Martin Luther King Sr. and Mrs. Alberta Williams
8 King, and the grandson of the Reverend and Mrs. A.D. Williams; and

9 **WHEREAS**, Dr. King lies at eternal rest and peace alongside his wife Coretta Scott
10 King, at The King Center for Nonviolent Social Change, located on Auburn Avenue in the
11 City of Atlanta; and

12 **WHEREAS**, like his father and grandfather before him, Dr. King became the pastor
13 of Ebenezer Baptist Church in the City of Atlanta; and

14 **WHEREAS**, Dr. King attended Booker T. Washington High School, then attended
15 Morehouse College, graduating at 19, and later earning a divinity degree in Pennsylvania
16 and a Doctor of Philosophy Degree at Boston University; and

17 **WHEREAS**, in the early 1950s, Dr. King became the pastor of Dexter Avenue
18 Baptist Church in Montgomery, Alabama and subsequently led many of the greatest
19 nonviolent demonstrations in United States history including the Montgomery Bus
20 Boycott; and

21 **WHEREAS**, at the age of only twenty-eight, in 1957, Dr. King established the
22 Southern Christian Leadership Conference (SCLC) to fight segregation and achieve civil
23 rights, becoming its first president; and

24 **WHEREAS**, in the face of crippling opposition, Dr. King stood firm and continued to
25 fight for social change, all while subjecting himself to danger and multiple arrests,

1 including being arrested along with his brother Alfred Daniels “A.D.” Williams King and
2 dozens more civil rights activists participating in an October 1960, Atlanta lunch-counter
3 sit-in; and

4 **WHEREAS**, in August 1963, Dr. King delivered one of the world’s most
5 recognizable and memorable speeches (*I Have A Dream*) to more than a quarter of a
6 million people in the United States capital, on the National Mall in Washington, D.C., as
7 the culmination of the historic March on Washington for Jobs and Freedom, which helped
8 propel passage of the Civil Rights Act of 1964 and the Voting Rights Act of 1965; and

9 **WHEREAS**, in his last months of life, Dr. King was organizing the Poor People’s
10 Campaign, traveling across the country to assemble a multiracial army of demonstrators
11 representing those who lived at and below the poverty line; and

12 **WHEREAS**, although Dr. King’s life was tragically cut short at the age of thirty-nine
13 by an assassin at a Memphis, Tennessee motel, while fighting for equality for city
14 sanitation workers, his courage, selflessness, and most importantly his philosophy of
15 nonviolent direct action, caused a nation to reevaluate its moral compass and paved the
16 way for rational and nondestructive social change; and

17 **WHEREAS**, Dr. King’s example continues to challenge us to meet the needs of the
18 least of us, reminding us to be a voice for those silenced, courageous for those afraid,
19 and to stand up for those who cannot, even at great personal peril; and

20 **WHEREAS**, at the age of thirty-five, Dr. King became the youngest recipient of the
21 Nobel Peace Prize, and later was awarded posthumously the two highest American
22 civilian honors: the Presidential Medal of Freedom in 1977, and the Congressional Gold
23 Medal in 2004; and

1 **ATTEST:**

2

3

4

5 _____
6 Tonya R. Grier

7 Clerk to the Commission

8

9

9 **APPROVED AS TO FORM:**

10

11

12

13 _____
14 Y. Soo Jo

County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0045

Meeting Date: 1/8/2025

Department

External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of 2025 State Legislative Session Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Request Approval

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts

District 1

District 2

District 3

District 4

District 5

District 6

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Presentation of 2025 State Legislative Session Update

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 25-0045

Meeting Date: 1/8/2025

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

n/a