

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

February 5, 2025  
10:00 AM



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



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## **A G E N D A**

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**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, Vice-Chairman (District 2)  
Dana Barrett, Commissioner (District 3)  
Mo Ivory, Commissioner (District 4)  
Marvin S. Arrington, Jr., Commissioner (District 5)  
Khadijah Abdur-Rahman, Commissioner (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****25-0087 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.

**25-0088 Board of Commissioners**

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Edna Moffett Remembrance Day." **(Ivory)**  
January 3, 2025

Proclamation recognizing "Jacqueline Leonard Remembrance Day."  
**(Abdur-Rahman)**  
January 24, 2025 and sponsored

Proclamation recognizing "Ceasar Mitchell Appreciation Day." **(Ivory)**  
February 3, 2025

Proclamation recognizing "Dr. Evelyn G. Lowery Appreciation Day." **(Ivory)**  
February 3, 2025

Proclamation recognizing "Marvis Simpson Nelson Remembrance Day."  
**(Arrington)**  
February 7, 2025



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**Commissioners' District Board Appointments****25-0089****Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

The Fulton County Citizens Commission on the Environment shall consist of citizens from throughout Fulton County to be appointed by the Members of the Board of Commissioners. There shall be fourteen (14) members to serve on the Commission. In making such appointments, the Fulton County Board of Commissioners shall ensure that the terms of appointment are staggered. Each District Commissioner shall appoint one Commission member to a four (4) year term. Each District Commissioner shall also appoint one Commission member to a two (2) year term to ensure staggered terms. After the expiration of each appointee's initial term, the regular term of office for such an appointee shall be four (4) years. No term of any member shall extend beyond the term of the District Commissioner who appointed the member to serve on the Fulton County Citizens Commission on the Environment; however, each member may continue to serve beyond his/her term until replaced. After the expiration of any appointee's initial term, the Commission may recommend to the Fulton County Board of Commissioners a list of eligible persons for consideration as appointees to the Commission. The Appointing member of the Fulton County Board of Commissioners may remove his/her appointee(s) to this Commission at any time and within the sole discretion of that individual of the Fulton County Board of Commissioners.

Term = 4 Years, staggered

Term below expired: 12/31/2024

Vacant (**Arrington**)

**Commissioner Arrington has nominated Merlin Knight for a District appointment to a term ending December 31, 2027.**

**25-0090****Board of Commissioners****FULTON COUNTY CITIZENS COMMISSION ON THE ENVIRONMENT**

Term below expired: 12/31/2024

Chris Radnell (**Thorne**)

**Commissioner Thorne has nominated Lisa Ethridge for a District appointment to a term ending December 31, 2027.**

**Open & Responsible Government****25-0091 Real Estate and Asset Management**

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Allied Fence Company, Inc. to Osborne & Witt, Inc., d.b.a. Allied Fence Company. Effective upon BOC approval.

**25-0092 Real Estate and Asset Management**

Request approval of a Water Vault Easement Dedication of 206 square feet to Fulton County, a political subdivision of the State of Georgia, from Chick-fil-A, Inc., owner, for the purpose of constructing the Chick-fil-A FSR #00686 Project at 4285 State Bridge Road, Alpharetta, Georgia 30022.

**25-0093 Real Estate and Asset Management**

Request approval of a Water Meter Easement Dedication of 59 square feet to Fulton County, a political subdivision of the State of Georgia, from Chick-fil-A, Inc. for the purpose of constructing the Chick-fil-A FSR #00686 Project at 4285 State Bridge Road, Alpharetta, Georgia 30022.

**25-0094 Real Estate and Asset Management**

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 132 Brook Street and 51 Thompson Street, Alpharetta, Georgia 30009 (the Development).

**25-0095 Real Estate and Asset Management**

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and CRP/WP Union City Owner, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 7105 Hall Road, Union City, Georgia 30213 (the Development).

**25-0096 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Joshua Cady and Stephanie Cady for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 40 Cumming Street, Alpharetta, Georgia 30009.

**25-0097 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097.

**25-0098 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097.

**25-0099 Real Estate and Asset Management**

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and CRP/WP Union City Owner, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 7105 Hall Road, Union City, Georgia 30213.

**FIRST REGULAR MEETING AGENDA****25-0100 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

**25-0101 Clerk to the Commission**

Ratification of Minutes.

First Regular Meeting Minutes, January 8, 2025

Second Regular Meeting Post Agenda Minutes, January 29, 2025

**25-0102 Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "Transdev Mobility Change Makers Appreciation Day."  
**(Arrington/Barrett)**

Presentation of Certificates: Youth Commission Induction Ceremony. **(BOC)**

**PUBLIC HEARINGS****25-0103 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****Land Bank Authority****25-0110 Board of Commissioners**  
Land Bank Authority Briefing**COUNTY MANAGER'S ITEMS****Open & Responsible Government****25-0104 Real Estate and Asset Management**

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail in an amount not to exceed \$2,815,000.00 with Johnson Controls, Inc., (Atlanta, GA), to provide continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta to extend the contract for an additional five (5) month period. Effective February 1, 2025, through June 30, 2025.

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**Health and Human Services****25-0105 Public Works**

Request approval of the lowest responsible bidder - Public Works, 24ITB092324K-CRB, Tree Trimming in an amount not to exceed \$130,604.00 with Good Choice X-pert Tree Services, LLC (Stockbridge, GA), to provide tree trimming and vegetation clearing services at the specified water distributions facilities. Effective from issuance of the Notice To Proceed (NTP) for 120 calendar days for final completion of the work.

**25-0106 Public Works**

Request approval of a recommended proposal - Atlanta-Fulton County Water Resources Commission ("AFCWRC"), RFP# 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility, owned jointly between the City of Atlanta and Fulton County, to Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA) in the amount of not to exceed \$6,192,307.00 to provide operation and maintenance services for the Atlanta-Fulton County Water Treatment Facility ("AFCWTF") effective April 1, 2025 through March 31, 2030 with one, five-year renewal option.

**COMMISSIONERS' ACTION ITEMS****25-0107 Board of Commissioners**

Request approval of a Resolution to amend Fulton County's current approved FY2025 budget by approving an increase to the total budget provided to the Department of Arts and Culture by an additional amount of \$1,700,000.00 for the Contracts for Services ("CFS") Program to maintain the current level of services provided in FY2024 and recent years; and for other purposes. **(Barrett/Arrington)**

**COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS****Open & Responsible Government****25-0108 External Affairs**

Presentation: 2025 State Legislative Session Update

**EXECUTIVE SESSION****25-0109 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

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**Agenda Item No.:** 25-0088

**Meeting Date:** 2/5/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Edna Moffett Remembrance Day.” **(Ivory)**  
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February 7, 2025







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0091

**Meeting Date:** 2/5/2025

### Department

Real Estate and Asset Management

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

Request approval to accept a name change and authorizing the Department of Purchasing & Contract Compliance to reflect the name change of Allied Fence Company, Inc. to Osborne & Witt, Inc., d.b.a. Allied Fence Company. Effective upon BOC approval.

### 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)*

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:** On December 23, 2024, the County was notified by Allied Fence Company change the company name to reflect the entity's correct name to Osborne & Witt, Inc., d.b.a. Allied Fence Company.

Contract Agreement: 23ITB138304C-JNJ, Standby Fencing Installation and Repair

In order to be in compliance with the Fulton County Government policies and contract agreement terms and conditions, the name change has to be approved by the Fulton County Board of

Commissioners. There are no changes in terms and conditions, and services will continue to be provided at the same level required for the project.

**Exhibits Attached:**

Exhibit 1: Osborne & Witt Registration with Georgia Secretary of State

Exhibit 2: Register Osborne & Witt as Trade Name Allied Fence Company

DUPLICATE

H001186



*I, Ben M. Fortson, Jr., Secretary of State of the  
State of Georgia, do hereby certify, that*

"OSBORNE & WHITT, INC."

was on the 20th day of February, 1970,  
duly incorporated under the laws of the State of Georgia by the Superior Court of  
Cobb County for a period of ~~Perpetual~~ years  
from said date, in accordance with the certified copy hereto attached, and that the original  
articles of incorporation of said corporation has been duly filed in the office of the  
Secretary of State and the fees therefor paid, provided by law.

IN TESTIMONY WHEREOF, I have hereunto set my hand  
and affixed the seal of office, at the Capitol, in the City of  
Atlanta, this 2nd day of March, in the year  
of our Lord One Thousand Nine Hundred and Seventy  
and of the Independence of the United States  
of America the One Hundred and Ninety-Fourth.

*Ben M. Fortson Jr.*  
\_\_\_\_\_  
SECRETARY OF STATE, EX-OFFICIO CORPORATION  
COMMISSIONER OF THE STATE OF GEORGIA.



21.50

APPLICATION TO REGISTER A BUSINESS  
TO BE CONDUCTED UNDER A TRADE NAME

STATE OF GEORGIA

COUNTY OF COBB

The undersigned hereby certifies that ~~they are~~ (it is) - ~~he is~~ - conducting a business at 430 Bankhead Highway in the City of Mableton, County of Cobb, in the State of Georgia under the trade name:

ALLIED FENCE COMPANY

and that the type of business to be conducted is to manufacture, install and erect all types of fences and fence equipment and other lawful activities

and that said business is composed of the following person(s) (corporation):

NAME(S)

ADDRESS(ES)

Osborne & Witt, Inc.

P.O. Box 276  
430 Bankhead Highway

Mableton, Georgia 30059

This affidavit is made in accordance with the act of the Georgia Legislature approved August, 1929; amended March, 1937; and March, 1943.

OSBORNE & WITT, INC.

Sworn to and subscribed before me this 21<sup>st</sup> day of October, 1987.

By: Todd H. Edlin  
Todd H. Edlin  
President

Notary Public, Georgia, State at Large  
My Commission Expires September 9, 1989

NOTARY PUBLIC

RECORDED:

FILED IN  
BOOK  
AT  
THIS

OCT - 23 11  
JAY C. STEPHENSON  
CLERK, SUPERIOR COURT  
COBB COUNTY, GEORGIA

DEPUTY CLERK

COBB

SUPERIOR C





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0092

**Meeting Date:** 2/5/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Vault Easement Dedication of 206 square feet to Fulton County, a political subdivision of the State of Georgia, from Chick-fil-A, Inc., owner, for the purpose of constructing the Chick-fil-A FSR #00686 Project at 4285 State 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 *(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

**Scope of Work:** The proposed Chick-fil-A FSR #00686 Project, a commercial development, requires a water vault easement dedication. Fulton County development regulations require that all new water service line connections acknowledge Fulton County's ownership interests in the area(s) where a connection is being made to the County's water system before recording the Final Plat. The easement area to be conveyed consists of 206 square feet and is in Land Lot 120 and 129 of the 1<sup>st</sup>

District, 1<sup>st</sup> 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 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 of record to Fulton County are made a part of public records and grant Fulton County access as necessary to perform construction, maintenance, and upgrades to the water system once the proposed improvements are installed on the owner's property.

**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 : Chick-fil-A FSR #00686  
Tax Parcel Identification No.: 11 026001201435  
Land Disturbance Permit No.: WRN24-069  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**WATER VAULT EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 12th day of December, 2024, between **CHICK-FIL-A, 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.

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 installation of a water vault and appurtenances on the subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault and appurtenances on 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 an easement on the subject property located in land lot(s) 120 and 129 of the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Chick-fil-A, FSR #00686

*Project Name*

**See Exhibit "A" attached hereto and made a part hereof.**

This right and easement herein granted being to use such above described water vault easement for the construction, installation, access, maintenance and upgrade of a water vault and appurtenances according to the location and size of said water vault and appurtenances as shown on the map 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 vault and appurtenances within the aforesaid boundaries of the above-described easement.

Water Vault Easement – Corporation  
Revised 08/20/2007



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 the water vault structure and appurtenances on both a routine and emergency basis.

Grantor hereby warrants that it has the right to sell and convey this 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 vault 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 installation, access, upgrade or maintenance of said water vault and appurtenances for the use of the property as herein agreed. Notwithstanding the foregoing, after any construction, repair, replacement or maintenance as to which easement rights are granted, FULTON COUNTY shall make a reasonable effort to restore the property to the condition existing prior to such construction, repair, replacement or maintenance.

[Remainder of Page Intentionally Left Blank; Signature Follows on Next Page]

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 12<sup>th</sup>  
day of December, 2024  
in the presence of:

Maddie Hol  
Witness  
Lisa J. Lyon  
Notary Public

GRANTOR: **CHICK-FIL-A, INC.**, a Georgia  
corporation

By:

Print Name:

Title:

[Signature]  
Bill McPeters  
Director, Strategic  
Reinvestment

[CORPORATE SEAL]



## SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY

### DESCRIPTION: (WATER VAULT EASEMENT AREA)

ALL THAT TRACT OF LAND LYING AND BEING IN LAND LOT 120 OF THE 1ST DISTRICT, 1ST SECTION OF FULTON COUNTY, GEORGIA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST CORNER OF LANDS DESCRIBED IN DEED BOOK 22852, PAGE 330 OF THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FULTON COUNTY, GEORGIA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE BRIDGE ROAD (GEORGIA HIGHWAY 120) RUN NORTH 30 DEGREES 28 MINUTES 44 SECONDS WEST, A DISTANCE OF 32.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1074.92 FEET, A CHORD BEARING OF NORTH 33 DEGREES 19 MINUTES 07 SECONDS WEST AND A CHORD DISTANCE OF 106.50 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05 DEGREES 40 MINUTES 44 SECONDS FOR AN ARC LENGTH OF 106.54 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 59 DEGREES 28 MINUTES 04 SECONDS WEST, A DISTANCE OF 11.76 FEET; THENCE RUN NORTH 30 DEGREES 31 MINUTES 56 SECONDS WEST, A DISTANCE OF 19.13 FEET; THENCE RUN NORTH 59 DEGREES 28 MINUTES 04 SECONDS EAST, A DISTANCE OF 9.71 FEET TO A POINT LYING ON AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, ALSO BEING A POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1074.92 FEET, A CHORD BEARING OF SOUTH 36 DEGREES 40 MINUTES 14 SECONDS EAST AND A CHORD DISTANCE OF 19.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 32 SECONDS FOR AN ARC LENGTH OF 19.24 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 206 SQUARE FEET MORE OR LESS.

Brandon Scott

12/16/2024 | 10:44 AM EST

Fulton County Government

Project #WRN24-069

### INDEX OF SURVEY SHEETS

VG-101 DESCRIPTION (COVER SHEET)  
V-101 SKETCH (SHEET 2)

### SURVEYOR'S NOTES:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A GEORGIA LAND SURVEYOR.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (2011) GEORGIA WEST ZONE.
- THE "DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- SEE SHEET NO. V-101 FOR SURVEYOR'S SIGNATURE AND SEAL.



**CHICK-FIL-A, INC.**  
**4285 STATE BRIDGE ROAD**  
LAND LOTS 120 & 129, 1ST DISTRICT, 1ST SECTION  
CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA

Field Crew: L. Stoffel  
Drawn By: J. Bach  
Checked By: T. Galloway  
Approved By: P. Ferrari  
Job No.: C29161\_REV3  
Date: 12/13/2024 © 2024

SKETCH AND DESCRIPTION  
OF WATER VAULT EASEMENT

EXHIBIT A  
LAND LOT 120,  
1ST DISTRICT, 1ST SECTION  
FULTON COUNTY, GEORGIA

PROJECT NO.:  
WRN24-069

Sheet No.  
VG-101


# SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY

## SURVEYOR'S CERTIFICATION:

Certified to: Chick-fil-A, Inc.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for the property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

For the Firm By:   
Pablo Ferrari  
Georgia Land Surveyor No. 2820

PARCEL ID #11 026001200361  
OWNER: AMREIT ALPHARETTA COMMONS LP  
ADDRESS: 4305 STATE BRIDGE ROAD REAR  
ALPHARETTA, GA 30022  
DEED BOOK 50263, PAGE 305

NORTHWESTERLY LINE OF  
DEED BOOK 22852,  
PAGE 330

PARCEL ID #11 026001201435  
OWNER: CHICK FIL A INC  
ADDRESS: 4285 STATE BRIDGE ROAD  
ALPHARETTA, GA 30022  
DEED BOOK 22852, PAGE 330

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 59°28'04" W	11.76'
L2	N 30°31'56" W	19.13'
L3	N 59°28'04" E	9.71'

DS Brandon Scott

12/16/2024 | 10:44 AM EST

Fulton County Government

WATER VAULT EASEMENT AREA  
ENCOMPASSING 206 SQ FT +/-

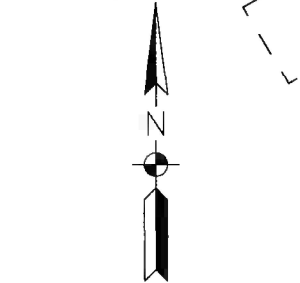
DELTA = 5°40'44"  
RADIUS = 1074.92'  
CHORD = 106.50'  
ARC LENGTH = 106.54'  
CHORD BEARING = N 33°19'07" W

POINT OF  
COMMENCEMENT

EAST CORNER OF  
DEED BOOK 22852,  
PAGE 330

APPROXIMATE LINE OF LAND LOT 120  
(PER DEED BOOK 20756, PAGE 191)  
APPROXIMATE LINE OF LAND LOT 129  
(PER DEED BOOK 20756, PAGE 191)

PARCEL ID #11 026001191511  
OWNER: KER CAR LLC  
ADDRESS: 11300 STATE BRIDGE ROAD  
ALPHARETTA, GA 30022



Scale: 1" = 60'

Project #WRN24-069

### CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	1°01'32"	19.24'	1,074.92'	19.24'	S 36°40'14" E



**CHICK-FIL-A, INC.**  
**4285 STATE BRIDGE ROAD**  
**LAND LOTS 120 & 129, 1ST DISTRICT, 1ST SECTION**  
**CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA**

Field Crew: L. Stoffel  
Drawn By: J. Bach  
Checked By: T. Galloway  
Approved By: P. Ferrari  
Job No.: C29161\_REV3  
Date: 12/13/2024 © 2024

SKETCH AND DESCRIPTION  
OF WATER VAULT EASEMENT  
  
EXHIBIT A  
LAND LOT 120,  
1ST DISTRICT, 1ST SECTION  
FULTON COUNTY, GEORGIA

PROJECT NO.:  
WRN24-069

Sheet No.  
V-101





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0093

**Meeting Date:** 2/5/2025

---

### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Water Meter Easement Dedication of 59 square feet to Fulton County, a political subdivision of the State of Georgia, from Chick-fil-A, Inc. for the purpose of constructing the Chick-fil-A FSR #00686 Project at 4285 State 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

**Scope of Work:** The proposed Chick-fil-A FSR #00686 Project, a commercial development, requires the installation of a water meter. Fulton County development regulations require that all new water meter connections acknowledge Fulton County's ownership interests in the area(s) where a water meter installation is being made before recording the Final Plat. The easement area to be conveyed consists of 59 square feet and is located in Land Lot 120 and 129 of the 1<sup>st</sup> District, 1<sup>st</sup> 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 commercial 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 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 : Chick-fil-A FSR #00686  
Tax Parcel Identification No.: 11 026001201435  
Land Disturbance Permit No.: WRN24-069  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**WATER METER EASEMENT  
(Corporate Form)**

STATE OF GEORGIA,  
COUNTY OF FULTON

This indenture entered into this 12th day of December, 2024, between **CHICK-FIL-A, 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 meter and appurtenances on the subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water meter and appurtenances 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 an easement through the subject property located in Land Lot(s) 120 and 129, 1st Section (if applicable) of the 1st District, Fulton County, Georgia, and more particularly described as follows: To wit:

Chick-fil-A, FSR #00686

*Project Name*

**See Exhibit "A" attached hereto and made a part hereof.**

This right and easement herein granted being to use such above described water meter easement for the construction, access, maintenance and upgrade of a water meter and appurtenances through my property according to the location and size of said

Water Meter Easement – Corporate  
Revised 08/20/2007



water meter and appurtenances 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 meter and appurtenances 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 meter and appurtenances on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water meter 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 meter 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 meter and appurtenances for the use of the property as herein agreed Notwithstanding the foregoing, after any construction, repair, replacement or maintenance as to which easement rights are granted, FULTON COUNTY shall make a reasonable effort to restore the property to the condition existing prior to such construction, repair, replacement or maintenance.

[Remainder of Page Intentionally Left Blank; Signature Follows on Next Page]

IN WITNESS WHEREOF 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 12<sup>th</sup>  
day of December, 2024  
in the presence of:

GRANTOR: **CHICK-FIL-A, INC.**, a Georgia corporation

Makin Aol  
Witness

By: [Signature]

Print Name: Bill McPeters

Title: Director Strategic Reinvestment

[Signature]  
Notary Public

[CORPORATE SEAL]



# SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY

## DESCRIPTION: (WATER METER EASEMENT AREA)

ALL THAT TRACT OF LAND LYING AND BEING IN LAND LOT 120 OF THE 1ST DISTRICT, 1ST SECTION OF FULTON COUNTY, GEORGIA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST CORNER OF LANDS DESCRIBED IN DEED BOOK 22852, PAGE 330 OF THE OFFICE OF THE CLERK OF SUPERIOR COURT OF FULTON COUNTY, GEORGIA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE BRIDGE ROAD (GEORGIA HIGHWAY 120) RUN NORTH 30 DEGREES 28 MINUTES 44 SECONDS WEST, A DISTANCE OF 32.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1074.92 FEET, A CHORD BEARING OF NORTH 33 DEGREES 57 MINUTES 04 SECONDS WEST AND A CHORD DISTANCE OF 130.20 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 56 MINUTES 39 SECONDS FOR AN ARC LENGTH OF 130.28 FEET TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN SOUTH 59 DEGREES 31 MINUTES 16 SECONDS WEST, A DISTANCE OF 6.80 FEET; THENCE RUN NORTH 30 DEGREES 28 MINUTES 44 SECONDS WEST, A DISTANCE OF 9.58 FEET; THENCE RUN NORTH 59 DEGREES 31 MINUTES 16 SECONDS EAST, A DISTANCE OF 5.59 FEET TO A POINT LYING ON AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, ALSO BEING A POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1074.92 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 40 MINUTES 50 SECONDS EAST AND A CHORD DISTANCE OF 9.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 30 MINUTES 53 SECONDS FOR AN ARC LENGTH OF 9.66 FEET TO THE POINT OF BEGINNING.

ENCOMPASSING 59 SQUARE FEET MORE OR LESS.

Brandon Scott

DS  
BS

12/16/2024 | 10:45 AM EST

Fulton County Government

Project #WRN24-069

## INDEX OF SURVEY SHEETS

VG-101 DESCRIPTION (COVER SHEET)  
V-101 SKETCH (SHEET 2)

## SURVEYOR'S NOTES:

- COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A GEORGIA LAND SURVEYOR.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (2011) GEORGIA WEST ZONE.
- THE "DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- SEE SHEET NO. V-101 FOR SURVEYOR'S SIGNATURE AND SEAL.



**CHICK-FIL-A, INC.**  
**4285 STATE BRIDGE ROAD**  
**LAND LOTS 120 & 129, 1ST DISTRICT, 1ST SECTION**  
**CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA**

Field Crew: L. Stoffel  
Drawn By: J. Bach  
Checked By: T. Galloway  
Approved By: P. Ferrari  
Job No.: C29161\_REV3  
Date: 12/13/2024 © 2024

SKETCH AND DESCRIPTION  
OF WATER METER EASEMENT

**EXHIBIT A**  
LAND LOT 120,  
1ST DISTRICT, 1ST SECTION  
FULTON COUNTY, GEORGIA

PROJECT NO.:  
WRN24-069

Sheet No.  
VG-101

# SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY

## SURVEYOR'S CERTIFICATION:

Certified to: Chick-fil-A, Inc.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for the property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

For the Firm By:

Pablo Ferrari  
Georgia Land Surveyor No. 2820

PARCEL ID #11 026001200361  
OWNER: AMREIT ALPHARETTA COMMONS LP  
ADDRESS: 4305 STATE BRIDGE ROAD REAR  
ALPHARETTA, GA 30022  
DEED BOOK 50263, PAGE 305

NORTHWESTERLY LINE OF  
DEED BOOK 22852,  
PAGE 330

PARCEL ID #11 026001201435  
OWNER: CHICK FIL A INC  
ADDRESS: 4285 STATE BRIDGE ROAD  
ALPHARETTA, GA 30022  
DEED BOOK 22852, PAGE 330

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 59°31'16" W	6.80'
L2	N 30°28'44" W	9.58'
L3	N 59°31'16" E	5.59'

By: Brandon Scott

BS

12/16/2024 | 10:45 AM EST

Fulton County Government

Project #WRN24-069

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	0°30'53"	9.66'	1,074.92'	9.66'	S 37°40'50" E



**CHICK-FIL-A, INC.**  
**4285 STATE BRIDGE ROAD**  
**LAND LOTS 120 & 129, 1ST DISTRICT, 1ST SECTION**  
**CITY OF ALPHARETTA, FULTON COUNTY, GEORGIA**

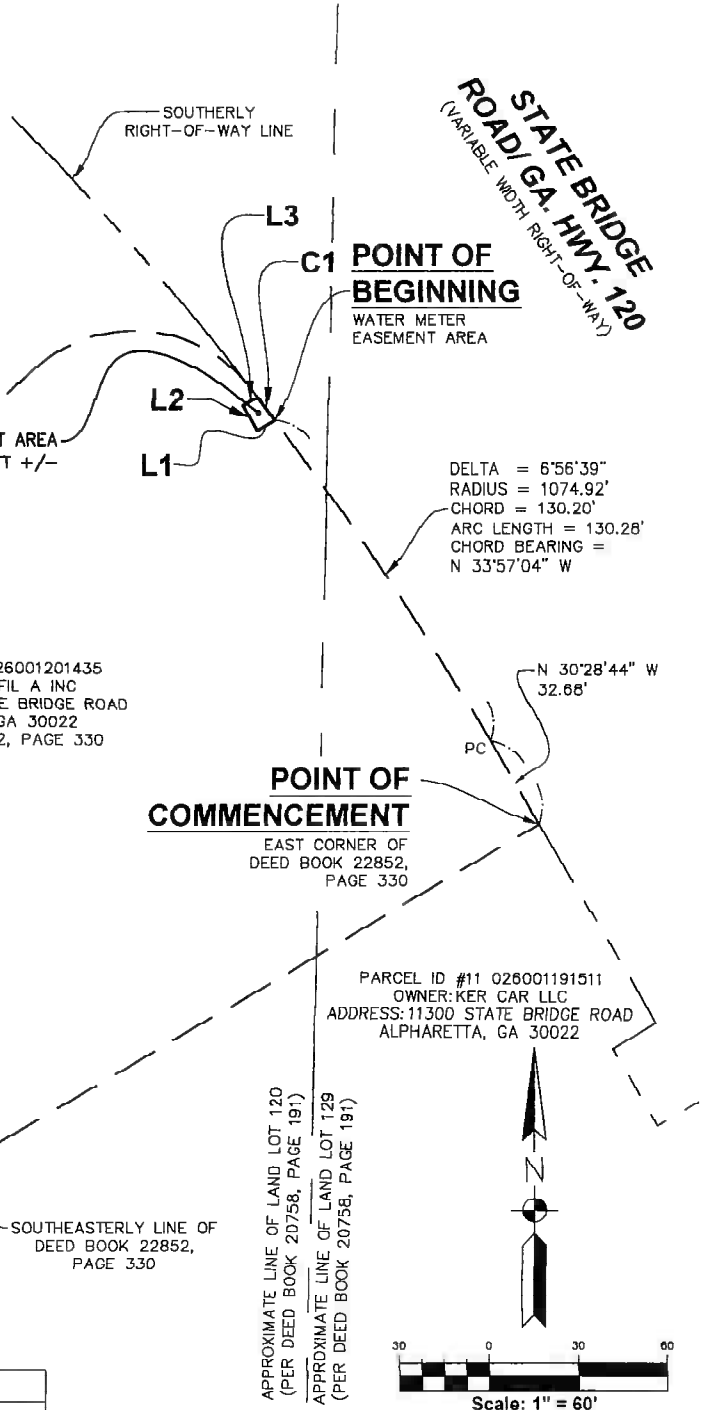
Field Crew: L. Stoffel  
Drawn By: J. Bach  
Checked By: T. Galloway  
Approved By: P. Ferrari  
Job No.: C29161\_REV3  
Date: 12/13/2024

SKETCH AND DESCRIPTION  
OF WATER METER EASEMENT

**EXHIBIT A**  
LAND LOT 120,  
1ST DISTRICT, 1ST SECTION  
FULTON COUNTY, GEORGIA

PROJECT NO.:  
WRN24-089

Sheet No.  
V-101







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0094

**Meeting Date:** 2/5/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 132 Brook Street and 51 Thompson Street, Alpharetta, Georgia 30009 (the Development).

### Requirement for Board Action

Pursuant to FCC § 34-509, any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### 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 Department of Real Estate and Asset Management, DREAM, and the Department of Public Works, in accordance with County Policy and the Statue of Frauds, request the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with JBGL Atlanta Development 2014, LLC.

Environmental Protection Division, EPD regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

JBGL Atlanta Development 2014, LLC, the Owner of the real property located at 132 Brook Street and 51 Thompson Street, Alpharetta, Georgia 30009, have agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, JBGL Atlanta Development 2014, LLC, and future owners that may acquire the Development at 132 Brook Street and 51 Thompson Street, Alpharetta, Georgia 30009.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not restrict sewer services or access to the sewer line for necessary maintenance.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Approval of the Agenda Item does not involve the receipt or payment of funding

Cross Reference:

Book 67325 Page 228

Book 68146 Page 695

After recording, please return to:

Fulton County  
c/o Fulton County Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Ste. 8021  
Atlanta, Georgia 30303

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between JBGL Atlanta Development, 2014, LLC (hereinafter referred to as the "Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located on Land Lot 247, of the 1st District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (herein after "System") which is permitted by the Georgia Environmental Protection Division (hereinafter "EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and



**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring potable sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 68146**, **Page(s) 695**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 68146** **Page 695** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted hereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the development or use of the Association's land, of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner's members in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Multi-family residential developments are those developments which do not meet the minimum requirements set forth in the Fulton County Subdivision Regulations in regard to street design. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Single-family residential developments are those developments built in accordance with the Fulton County Subdivision Regulations in regard to street design. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served.



Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

- (b) **Commercial/Mixed-Use Developments:** Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County Standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County Standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.
- (c) **Street Maintenance.** The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, and etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary sewer Resources Unit at 404-612-3421 of any proposed maintenance. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system."
9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney's fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner 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 sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date



of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:

Owner:

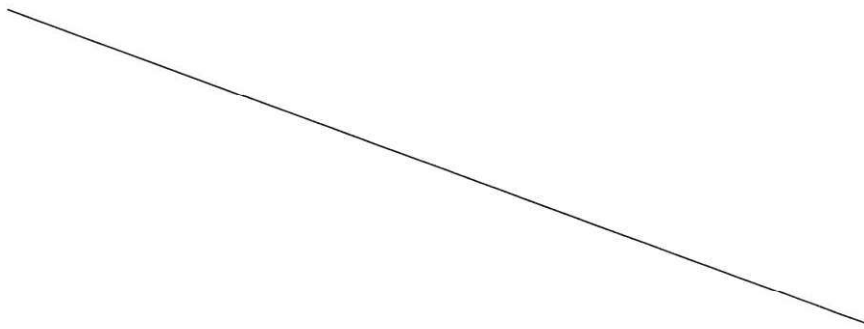
JBGL Atlanta Development 2014, LLC  
11340 Lakefield Drive, Suite 140  
Johns Creek, GA 30097

County:

David Clark, P.E.  
Director, Department of Public Works  
141 Pryor Street, S.W.  
Suite 6001  
Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

A long, thin diagonal line extending from the upper left towards the lower right, likely a placeholder for a signature or a decorative element.



IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

Kathy Ode

Unofficial Witness

**OWNER**

JBGL Atlanta Development 2014, LLC

Veronica Edwards  
Signature (Authorized Party to Bind Owner Entity)

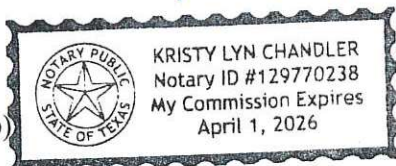
Veronica Edwards, Authorized Representative  
Signatory's Name and Title (printed)

Owner's Address: \_\_\_\_\_  
11340 Lakefield Drive, Suite 140  
Johns Creek, GA 30097

Kristy Lyn Chandler  
Notary Public  
My Commission Expires: April 1, 2026

(Notary Seal)

(Notary Stamp)



**FULTON COUNTY, GEORGIA**

Attest:

By: \_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Clerk of Commission

APPROVED AS TO CONTENT:

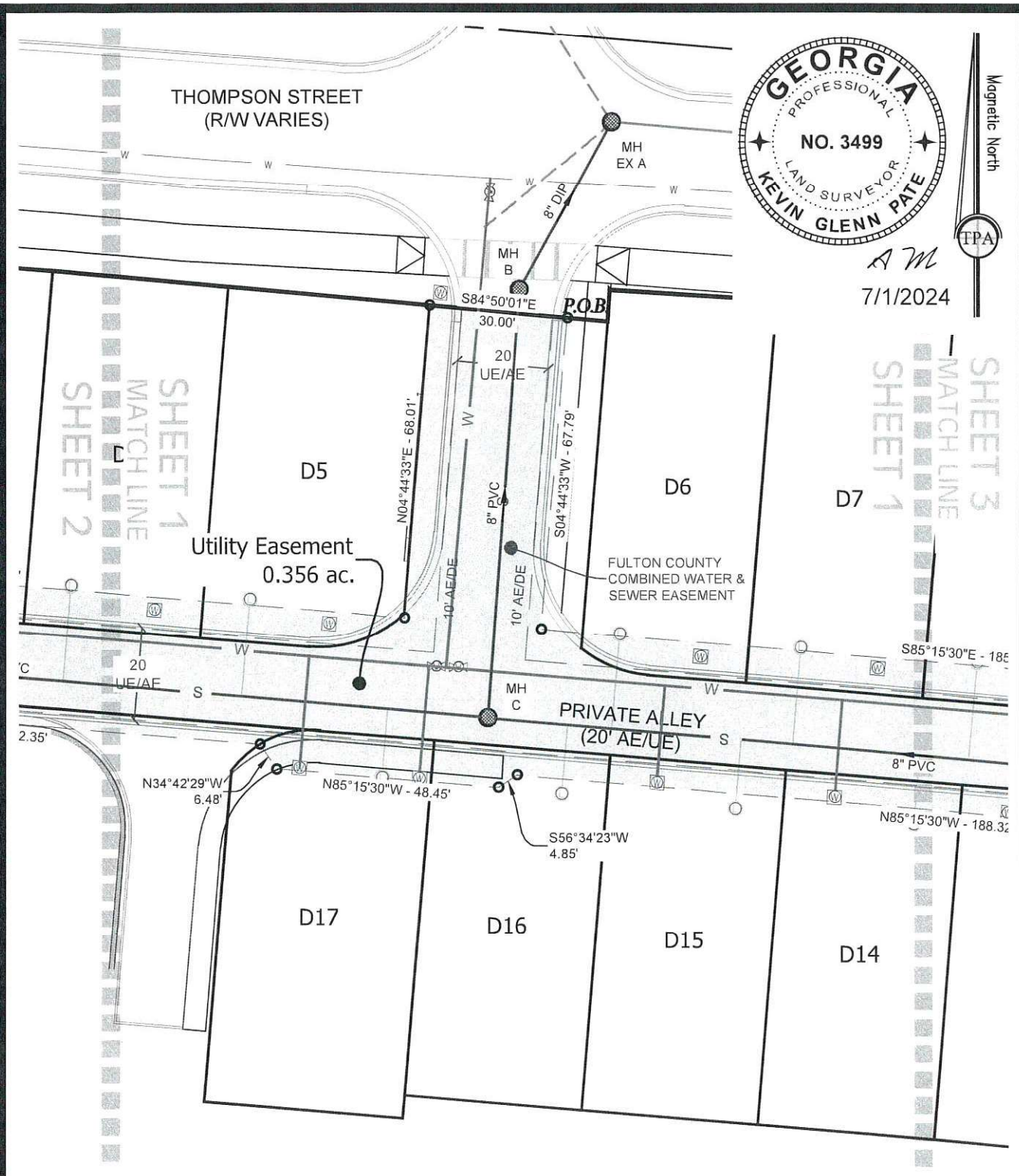
APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

\_\_\_\_\_  
Y. Soo Jo, County Attorney

EXHIBIT "A"

(attach legal description and/or plat of the easement area)



Magnetic North  
TPA  
A M  
7/1/2024



4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Certificate of  
Authorization Number 613

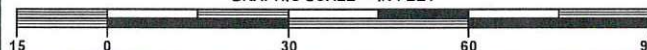
#### UTILITY EASEMENT EXHIBIT

### PARKE WALKER

AUTHORIZED BY: JBGL Atlanta Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION  
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 06/13/2024

FIELD DATE:

SCALE: 1" = 30'

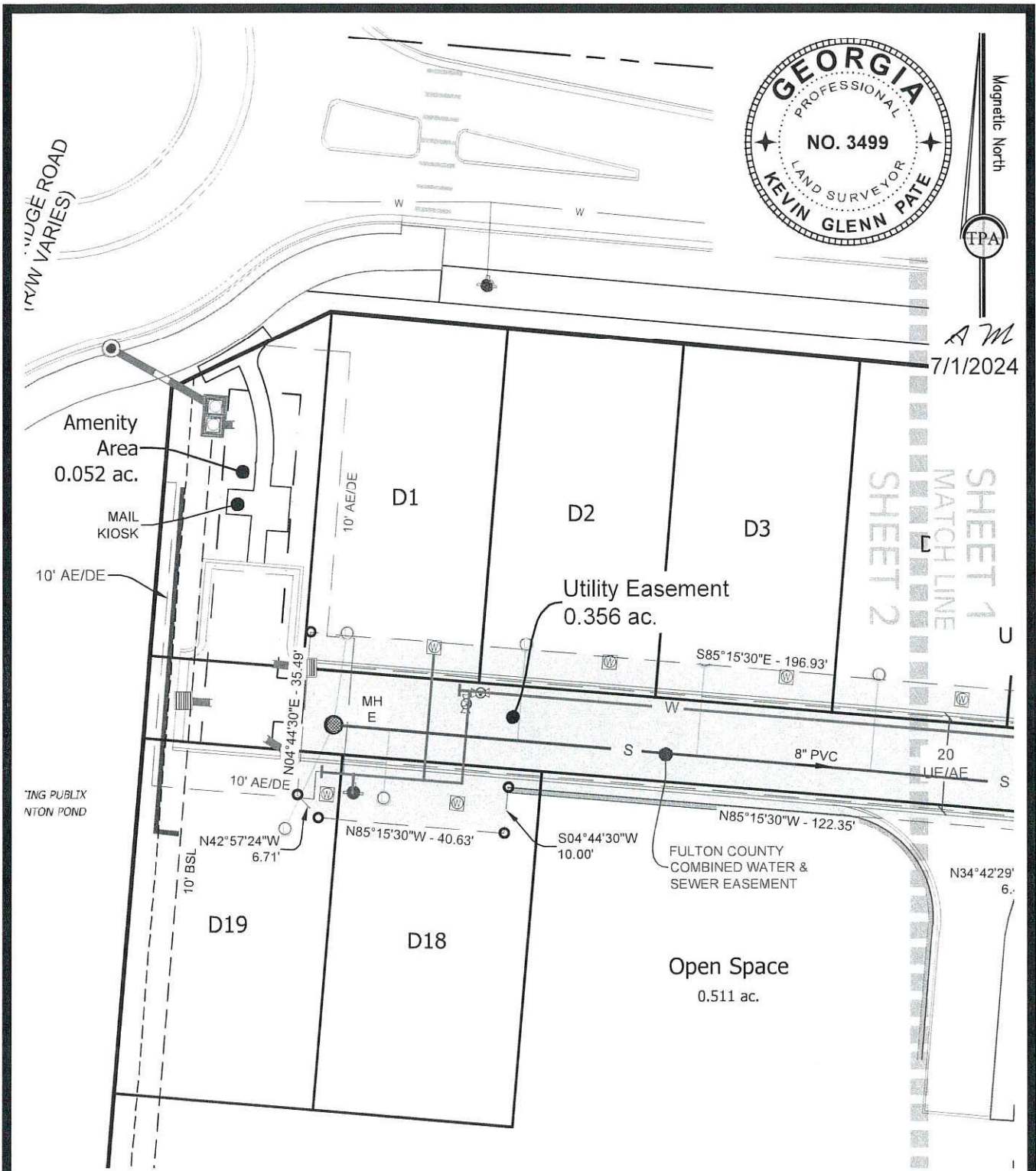
JN: 1-23-0368

FN: 101-A-2526

DRAWN BY: SH

SHEET NO: 1 of 4





4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Certificate of  
Authorization Number 613

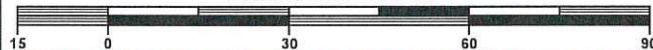
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### PARKE WALKER

AUTHORIZED BY: JBGL Atlanta Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION  
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 06/13/2024

FIELD DATE:

SCALE: 1" = 30'

JN: 1-23-0368

FN: 101-A-2526

DRAWN BY: SH

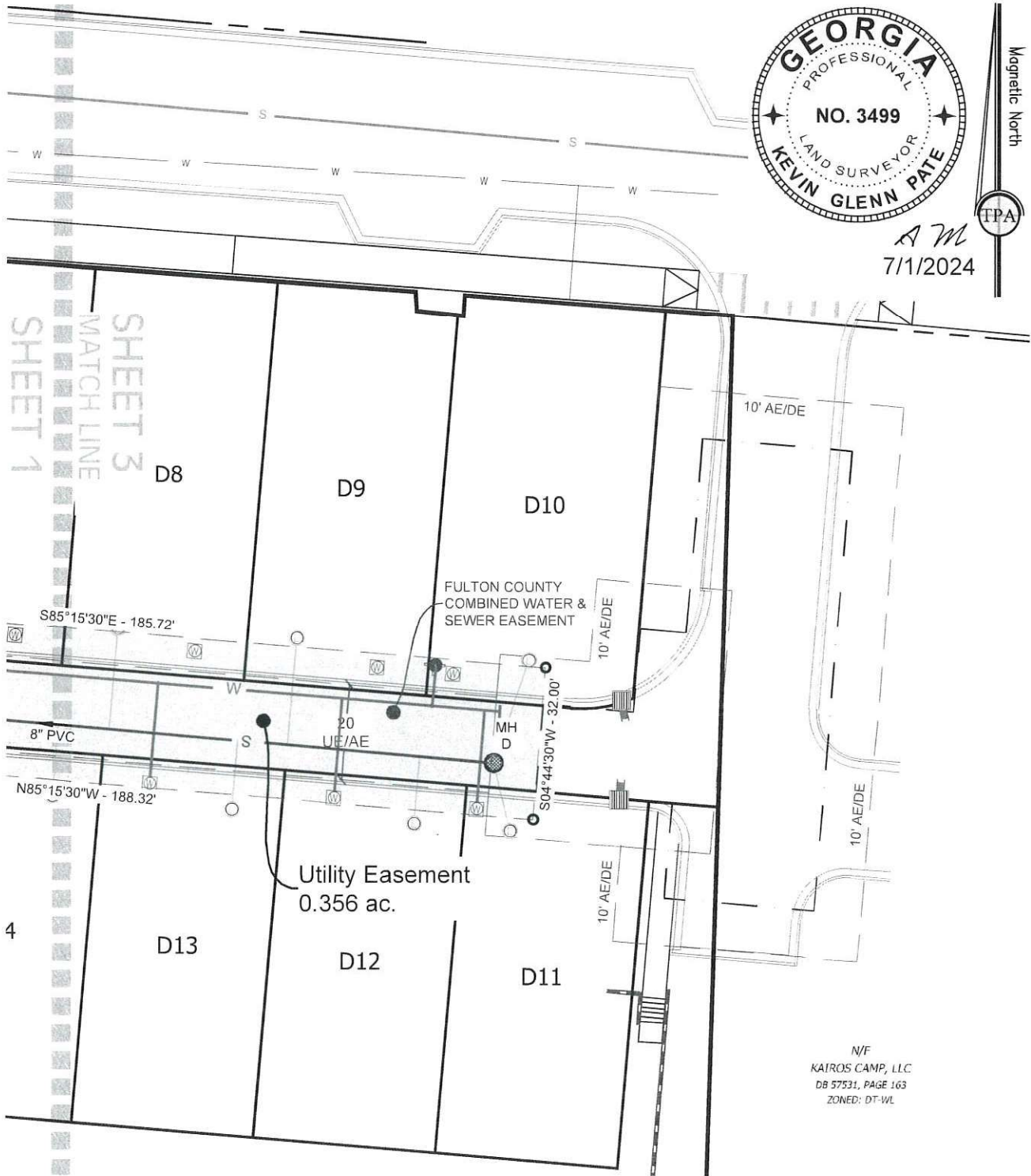
SHEET NO: 2 of 4



Magnetic North

TPA

AM  
7/1/2024



N/F  
KAIROS CAMP, LLC  
DB 57531, PAGE 163  
ZONED: DT-WL



4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Certificate of  
Authorization Number 613

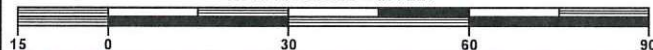
#### UTILITY EASEMENT EXHIBIT

### PARKE WALKE

AUTHORIZED BY: JBGL Atlanta Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION  
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 06/13/2024

FIELD DATE:

SCALE: 1" = 30'

JN: 1-23-0368

FN: 101-A-2526

DRAWN BY: SH

SHEET NO: 3 of 4





**DESCRIPTION OF  
Park Walke Utility Easement**

All that tract or parcel of land lying and being in Land Lot 247 of the 1st District, 2<sup>nd</sup> Section, Fulton County, and being more particularly described as follows:

**BEGINNING** at a point, THENCE South 04 degrees 44 minutes 33 seconds West a distance of 67.79 feet to a point; THENCE South 85 degrees 15 minutes 30 seconds East a distance of 185.72 feet to a point; THENCE South 04 degrees 44 minutes 30 seconds West a distance of 32.00 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 188.32 feet to a point; THENCE South 56 degrees 34 minutes 23 seconds West a distance of 4.85 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 48.45 feet to a point; THENCE North 34 degrees 42 minutes 29 seconds West a distance of 6.48 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 122.35 feet to a point; THENCE South 04 degrees 44 minutes 30 seconds West a distance of 10.00 feet to a point; THENCE North 85 degrees 15 minutes 30 seconds West a distance of 40.63 feet to a point; THENCE North 42 degrees 57 minutes 24 seconds West a distance of 6.71 feet to a point; THENCE North 04 degrees 44 minutes 30 seconds East a distance of 35.49 feet to a point; THENCE South 85 degrees 15 minutes 30 seconds East a distance of 196.93 feet to a point; THENCE North 04 degrees 44 minutes 33 seconds East a distance of 68.01 feet to a point; THENCE South 84 degrees 50 minutes 01 seconds East a distance of 30.00 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 15,505 square feet or 0.36 acres.



4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Certificate of  
Authorization Number 613

**UTILITY EASEMENT EXHIBIT**

**PARKE WALKE**

AUTHORIZED BY: JBGL Atlanta Development 2014, LLC

LAND LOT 247 • 1st DISTRICT • 2nd SECTION  
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

PLAT DATE: 06/13/2024

FIELD DATE:

SCALE: N/A

JN: 1-23-0368

FN: 101-A-2526

DRAWN BY: SH

**SHEET NO: 4 of 4**







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0095

**Meeting Date:** 2/5/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement between Fulton County, a political subdivision of the State of Georgia, and CRP/WP Union City Owner, LLC, for the purpose of granting Fulton County legal access to extend and maintain the sanitary sewer system at 7105 Hall Road, Union City, Georgia 30213 (the Development).

### Requirement for Board Action

Pursuant to FCC § 34-509, any building, residence, or other facility designed or used for human occupancy or congregation must provide a sewerage system within the building and that system must be connected to the public system in most situations, including the current development. In addition, pursuant to FCC § 1-117, the Board of Commissioners are vested with exclusive jurisdiction to direct and control all the property in the County, according to law. Finally, O.C.G.A. § 36-10-1 requires that all contracts entered into by a county governing authority on behalf of a county be in writing and entered on the governing authority's minutes.

### 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

**Scope of Work:** The Department of Real Estate and Asset Management, DREAM, and the Department of Public Works in accordance with County Policy and the Statue of Frauds requests the approval of the Fulton Board of Commissioners to execute a Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement with CRP/WP Union City Owner, LLC.

Environmental Protection Division, EPD regulations require that where a permitted public sanitary sewer system is available, developments and a property requiring sanitary sewer services shall obtain sanitary sewer service through an extension of the public service system.

CRP/WP Union City Owner, LLC, the Owner of the real property located at 7105 Hall Road, Union City, Georgia 30213, has agreed to provide Fulton County easement access for the purpose of maintaining and expanding the county's sewer system within their Development.

The purpose of the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement is to formalize maintenance responsibilities and conditions for legal access for Fulton County, CRP/WP Union City Owner, LLC, and future owners that may acquire the Development at 7105 Hall Road, Union, Georgia.

**Community Impact:** The Department of Public Works has confirmed that if this Agreement is approved, the County's sewer system will not be adversely impacted and can continue to be properly maintained.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the Department of Public Works' conclusion to accept the Sanitary Sewer System Ownership, Operation, Maintenance, and Repair Agreement and recommends its approval.

**Project Implications:** Approval of this Agreement will not compromise or restrict sewer services, nor will it impede access to the sewer line for necessary maintenance purposes.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording, please return to:

Fulton County  
c/o Department of Real Estate and Asset Management  
Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, Georgia 30303

Cross Reference:  
Book 67754 Page 221  
Book 68385, Page 58

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE  
AND REPAIR AGREEMENT**

This SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CRP/WP Union City Owner, L.L.C. ("Owner") and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") (the words "Owner" and "County" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**WHEREAS**, Owner is the owner of certain real property located on Land Lot 117, of the 9F District of Fulton County, Georgia being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Development"); and

**WHEREAS**, Owner wishes to make improvements to the Development so as to provide for public and private use of the Development; and

**WHEREAS**, a portion of said improvements includes the installation of a sanitary sewer system to provide potable sanitary sewer to serve the users of and visitors to the Development; and

**WHEREAS**, County is the owner and operator of the Fulton County Sanitary Sewer System (the "System") which is permitted by the Georgia Environmental Protection Division ("EPD") as a Public Sanitary Sewer System allowed to provide sanitary sewer service to the public through a distribution system of sanitary sewer pipe lines and appurtenances; and

**WHEREAS**, EPD regulations require that where a permitted public sanitary sewer system is available, development and property requiring a sanitary sewer shall receive sanitary sewer service through an extension of the public service system; and

**WHEREAS**, Owner, for its own convenience and interests, intends to install, or has installed, a sanitary sewer system that does not conform to County standards with respect to accessibility for maintenance and repair and/or other standards not believed to affect the quality of the sewer system; and

**WHEREAS**, Owner intends to install, or has installed, a sanitary sewer system primarily on private property as opposed to within the public right-of-way where public sanitary sewer systems are more commonly installed with adequate access for operation, maintenance and repair; and

**WHEREAS**, the foregoing conditions require more explicit definitions of the responsibilities of both County and Owner, as well as future property owners within the Development that will be served by the Sanitary Sewer System.

**NOW, THEREFORE**, for and in consideration of the benefits to the Development and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County do hereby agree, covenant and declare the following terms and conditions to apply to the Development. These terms and conditions shall be binding on all persons claiming under and through Owner.

1. Grant of System Ownership: Owner does hereby grant, bargain, convey, sell, assign and transfer, free and clear of all claims and encumbrances, representation or recourse, to the County all of Owner's right, title and interest in and to the sanitary sewer system as an extension of County's sanitary sewer system, including without limitation all mains, taps and connections, and related appurtenances. The foregoing transfer also includes all of Owner's right, title and interest in and to all manufacturers' warranties express or implied for the sanitary sewer system.
2. Extent of System: Owner agrees that for purposes of this Agreement, the sanitary sewer system begins at the publicly owned road right-of-way on which the Development fronts and is in existence prior to initiation of the Development, or at the County installed sanitary sewer outfall servicing the Development. The system extends along and to, but not beyond, the end of each sanitary sewer main (normally 8 inches or larger), to each and to any County furnished sanitary sewer service. Where service laterals are furnished by the Owner, the system shall end at the system connection to the residential cleanout.
3. Warranty: Owner agrees that they or their contractor(s) shall maintain the installed sanitary sewer mains and appurtenances for a period of fifteen (15) months from the date of FINAL approval or until the END OF MAINTENANCE INSPECTION shows no defects or deficiencies in the system by correcting all defects or deficiencies in materials and workmanship. Owner assumes all liability associated with any defects in either construction practices or materials used during the warranty period, including cost-recovery for any repairs facilitated by Fulton County made necessary by defects that resulted in loss of customer

service. Owner further agrees that the warranty period shall be extended an additional four (4) years when the defects are a direct result of the installation of non-conforming materials or the application of non-specified construction practices or methods. Owner shall release, indemnify, defend and hold harmless Fulton County, its officers, employees, assigns and agents, from and against any losses, claims, damages, liabilities, costs and expenses arising from said installation due to the negligence of Owner, its contractor(s), their agents, or employees.

4. Access: Owner agrees to provide the County with unrestricted access to the sanitary sewer system for any purpose related to the operation and/or maintenance of the system. Owner does hereby grant, bargain, sell, and convey to County and to County's successors and assigns a perpetual non-exclusive easement to access, use, maintain, repair, upgrade, replace, relocate and remove underground sanitary sewer lines and associated facilities in the private roads located on any recorded plat(s) (hereinafter the "Plats") of said Development as described on **Exhibit "A"**. County's right to access the Easement shall include methods for gaining entry through any locked gates or fencing for the purpose of handling emergency repairs 24 hours a day, 7 days a week as well as for any other action related to the Sanitary Sewer System. The County's access rights shall be formalized in a permanent easement agreement that is recorded and dedicated to Fulton County in **Deed Book 68385, Page(s) 58**, Fulton County, Georgia Real Estate Records. If applicable, sanitary sewer system easements shall be depicted on the final plat.
5. Sanitary Sewer Quality, Monitoring, and Reports: The County shall provide and maintain sanitary sewer service of a quality that, at a minimum, meets State and Federal regulations and shall monitor and report the quality of the sanitary sewer system as required by such regulations. With respect to commercial and/or mixed-use developments, the County reserves the right to take samples internal to the system and require improvements including, but not limited to, sampling stations and flushing units as needed to maintain sanitary sewer quality.
6. Reservation of Rights: Owner reserves the right to use the Easement as described in **Deed Book 68385 Page 58** for any and all lawful purposes, except that such use may not unreasonably interfere with the exercise by County of its rights in the Easement granted thereby. Without limiting the generality of the foregoing: (i) Owner may grant and establish other easements in all or any part of the Easement, so long as the grant is lawful and does not materially interfere with the rights hereby granted to County, and (ii) Owner may construct within the Easement, streets, roads, parking lots, sidewalks, fences, landscaping, signage, lighting and other architectural or entry features that may be used in conjunction with the Development of which the Easement forms a part, however, such improvements may not cause damage to the sanitary sewer lines and associated facilities within the Easement. County shall use its best efforts not to interfere with or negatively impact the quiet enjoyment of Owner in the exercise by County of its rights pursuant to this Agreement. During periods of maintenance and repair, County shall endeavor to provide reasonable access for Owner and Owner's members and invitees across the Easement.

7. Responsibility for Maintenance and Repair:

(a) Residential-only Developments:

(i) Multi-family: Owners of multi-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County shall perform or cause to be performed through a contractor, maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. Owner shall bear sole responsibility for the cost of all such maintenance, repairs and improvements. The cost shall be added to the fee for providing sanitary sewer service and billed to the account(s) servicing the Development; singularly for any single account serving the development or divided equally among all active accounts should a singular account not exist. Costs shall be established as accrued in the County's work order system for County performed work or as charged by a contractor using fees established through the County's procurement system. Such costs shall include the cost to restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County Standard details. Notwithstanding any other remedies available to the County pursuant to applicable state and/or local law, Owner's failure to pay the cost of such maintenance or repair may result in the interruption of sanitary sewer service. Notwithstanding the foregoing, sanitary sewer meters installed by the County shall be the County's responsibility to maintain and repair. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(ii) Single-family: Owners of single-family residential developments shall promptly notify County of any identified system failures or needed maintenance or repairs. The County, at County's cost and expense, shall perform or cause to be performed through a Contractor; maintenance, repairs and improvements to the sanitary sewer system as needed or as may be required to meet the requirements of State and Federal regulations. County hereby covenants and agrees that it shall be responsible for and carry out any and all maintenance or repair to the Easement necessitated or caused by the use of the Easement by County, its agents, contractors and employees for the specific purpose defined in this Agreement. After any exercise of County's rights under this Agreement, County shall, at its expense, promptly restore the Easement to as near to its original condition as is feasible, in accordance with Fulton County standard details. Maintenance responsibly by County for individual sanitary sewer service lines shall extend only to the end of the sanitary sewer mains (normally 8-inches or larger). Responsibility for any maintenance beyond the clean-out will be borne by the individuals being served. Any work performed by County pursuant to this Agreement shall be done in a good workmanlike manner.

(b) Commercial/Mixed-Use Developments: Commercial/Mixed-Use developments are those developments which are not solely residential in nature. Owner shall

promptly notify County of any identified system failures or needed maintenance or repairs. Owner shall be responsible for the performance and cost of all maintenance, repairs and improvements to the sanitary sewer system, including emergency repairs, as directed by the County or as may be required to meet the requirements of State and Federal regulations. All such effort shall be performed in compliance with applicable Fulton County and city standards and building codes with respect to materials and methods and be performed by a licensed utility contractor or plumber where applicable. Owner shall provide timely notice to County and provide opportunity for County to observe and inspect Owner provided maintenance, repairs or improvements so County may determine that such maintenance, repairs or improvements to the system are in compliance with County standards and applicable codes or regulations. Owner shall provide a report to County of all maintenance, repairs, or modifications to the system, to include materials and methods of construction and description of the work performed within 72 hours of performance. Notwithstanding the foregoing, the sanitary sewer system facilities installed by the County shall be the County's responsibility to maintain and repair.

- (c) Street Maintenance. The Owner shall be responsible for the adjustment to all sanitary sewer and sewer appurtenances (manhole covers, etc.) affected by street maintenance including repaving, seal coating, patching, crack sealing, topping, etc. The Owner shall adjust sanitary sewer and sewer appurtenances to fit flush with the street surface. All sewer appurtenances shall be cleaned of asphalt at the time of paving. Adjustments to take place a minimum of 24-hours to a maximum of 120-hours after maintenance. Any curbing that is replaced shall be remarked with the appropriate symbol showing the location of sewer laterals (S) in the shoulder or pavement of the road. Sewer symbols shall be painted orange. Any adjustment to the shoulder grade will also require adjustments of all sewer appurtenances affected by the adjustment to the shoulder grade. The Owner will be responsible for the adjustment of the appurtenances to the new grade.

The Owner shall be responsible to promptly notify Fulton County Department of Public Works, Sanitary Sewer Resources Unit of any proposed maintenance at 404-612-3061 in North Fulton and 404-612-3163 in South Fulton. Fulton County personnel shall inspect and approve all work performed by the Owner that affects sanitary sewer and sewer appurtenances. All work shall be done in accordance with Fulton County Standards and Specifications to the satisfaction of Fulton County personnel.

- 8. Notification to Future Owners: Owner shall make known to future owners of Development or any portions thereof of the requirements of this Agreement. Owner shall cause the following language to be included in all sales contracts for first owner occupants of developed property and on all plats and deeds associated with Development or subdivided parcels: "The owner and developer of this property has entered into a SANITARY SEWER SYSTEM OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR AGREEMENT with Fulton County which describes certain obligations associated with the

sanitary sewer system that are responsibilities of property owners within this development. The sanitary sewer system servicing this property and any subdivided parcels shall be owned by Fulton County for the purposes of providing sanitary sewer service of a quality meeting State and Federal Regulations. The owners of property served by the sanitary sewer system may be responsible for the cost of any and all maintenance and/or repair of the sanitary sewer system. The provision of an easement allowing Fulton County access to the sanitary sewer system for any reason shall not relieve property owners of their possible responsibility for the cost of maintenance and/or repair of the sanitary sewer system.”

9. Billing: Where a master meter is provided by County, Owner shall meter individual services on the sanitary sewer system using County standard meters and shall bill and collect fees for sanitary sewer usage by individual services. Individual services shall be billed based on County standard sanitary sewer service rates. Owner may incorporate a reasonable administrative fee for reading meters, calculating and transmitting bills, and collecting the fees for usage. Owner shall be responsible for any differential between master meter registered sanitary sewer usage and the sum of individual service sanitary sewer usage. Such usage shall be reconciled and billed on an annual basis or as otherwise deemed appropriate by County.
10. Indemnification: Owner, its successors and assigns, hereby agree to release, indemnify, defend and hold harmless the County, its Commissioners, officers, agents, employees, successors, assigns, elected officials, and any other person acting on its behalf, from and against any and all losses (including death), claims, demands, debts, damages, accounts, settlements, obligations, liabilities, costs, judgments and claims for attorney’s fees and/or expenses of litigation, and causes of action of any kind or nature, at law or in equity, arising out of the existence, installation, maintenance, repair, alteration, modification, deterioration or failure of any sanitary sewer systems or pipes located within Development. Said Owner 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 sanitary sewer line for the use of the property as herein agreed.
11. Notices. All notices and communications required or permitted hereunder shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been personally served, forwarded by expedited messenger or recognized overnight courier service with evidence of delivery or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the applicable party at the addresses identified below or at such other address as such party may theretofore have furnished to the other party by written notice. The effective date of such notice shall be the date of actual delivery, except that if delivery is refused, the effective date of notice shall be the date delivery is refused. Notices shall be addressed as follows:



Owner:

CRP/WP Union City Owner, L.L.C.,

3715 Northside Parkway, Suite 4-600

Atlanta, GA 30327

Attention: Bennett Sands

Email: brs@woodpartners.com

County:

David Clark, P.E.

Director, Department of Public Works

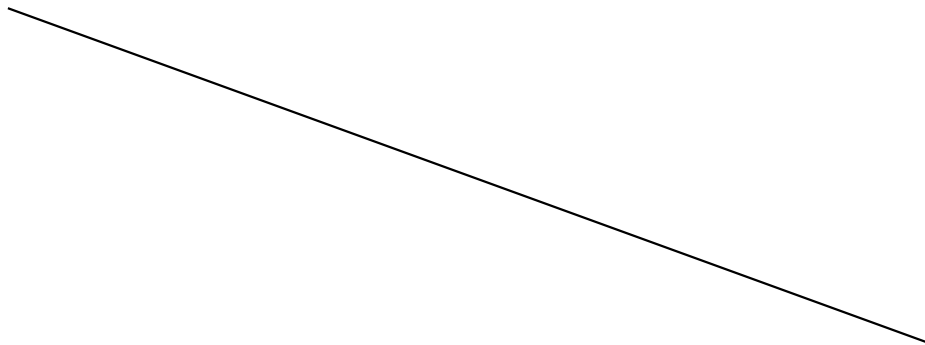
141 Pryor Street, S.W.

Suite 6001

Atlanta, GA 30303

12. Covenants Running with the Land: The provisions of this Agreement shall be deemed covenants running with the land for the benefit of the County and its assigns and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Development or any subdivided portion thereof. Owner shall further include the provisions of this Agreement in the establishment of any other entity which may obtain ownership rights to any portion of the Development or the land thereof such as a Homeowners Association which shall own common area, or purchaser of any individual residential lot, or any tract of land for any purpose.
13. Joint and Several Liability: Owner and its successors and assigns, hereby agree that to the extent permitted by law, they shall be jointly and severally liable for all obligations defined in this Agreement, and the taking of any actions required under this Agreement.
14. Modification: This Agreement may not be modified except by written agreement between the County and all parties subject to this agreement or an entity such as a Homeowners Association representing all affected parties.
15. Governing Law: This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of Georgia.
16. Severability: If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
17. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified or terminated orally, except by a written instrument signed by the party against whom enforcement is sought.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
19. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
20. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
21. Waiver. Nothing in this Agreement shall be construed as a waiver of sovereign immunity.
22. Miscellaneous. This Agreement may not be modified orally or in any manner other than by a written agreement signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Time is of the essence in this Agreement. This Agreement shall be governed by the laws of the State of Georgia without regard to the conflict of law's provisions thereof.
23. Effective Date. This Agreement will become effective upon approval by the Fulton County Board of Commissioners of their interest in the Easement and will be recorded by County as soon as practicable after such approval and execution by County.
24. Recitals: All recitals contained herein are hereby incorporated by reference into this Agreement and made a part hereof
25. Recording: County shall record this document with the Clerk of the Fulton County Superior Court in the Land Records with a copy of the recorded documents provided to the Department of Public Works, Water Resources Division, and Owner.

A long, thin diagonal line starting from the left side of the page and extending towards the right side, positioned below the list of items.

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia,  
as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence  
of

  
Unofficial Witness

Blake Brady

  
Notary Public

My Commission Expires: 07/27/2027

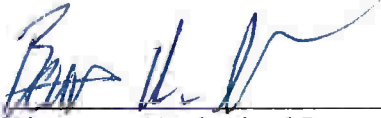
(Notary Seal)

(Notary Stamp)



**OWNER**

CRP/WP Union City Owner, L.L.C.,  
a Delaware limited liability company



Signature (Authorized Party to Bind Owner  
Entity)

Bennett Sands, Vice President

Signatory's Name and Title (printed)

Owner's Address:

3715 Northside Parkway, Suite 4-600

Atlanta, GA 30327

[Signatures continued on next page.]

**CONSENT TO SANITARY SEWER SYSTEM OWNERSHIP,  
OPERATION, MAINTENANCE AND REPAIR AGREEMENT  
OF  
UNION CITY DEVELOPMENT AUTHORITY**

The undersigned (the "**Development Authority**"), as fee owner of the real property described herein, hereby consents to the Sanitary Sewer System Ownership, Operation, Maintenance and Repair Agreement to which this Consent is attached (the "**Sanitary Sewer Agreement**") and hereby consents to the rights granted herein by CRP/WP Union City Owner, L.L.C. ("**Owner**"), as the "Company" under that certain Lease Agreement by and between the Owner and the Development Authority, as "Issuer" thereunder, dated as of February 1, 2024 (as amended from time to time, the "**Lease**"). The Development Authority acknowledges and agrees that such Sanitary Sewer Agreement shall be deemed a Permitted Encumbrance (as defined in the Lease) for all purposes under the Lease, but such Sanitary Sewer Agreement shall be subject to and shall not affect the Development Authority's Unassigned Rights as set forth and defined in the Lease.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12<sup>th</sup> day of July, 2024.

**UNION CITY DEVELOPMENT  
AUTHORITY**

Signed, sealed and delivered in the  
presence of:

Natasha Jones  
Unofficial Witness July 12, 2024

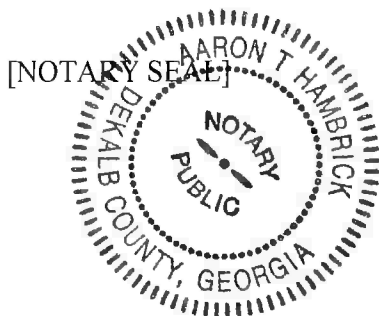
Aaron J. Hambrick  
Notary Public

By: Brandon C. Banks  
Name: Brandon C. Banks  
Title: Chairman

Attest: Cindy Givens  
Secretary

Date of Execution by Notary: 7-12-2024

Commission Expiration Date: 6-18-2026



**CONSENT TO SANITARY SEWER SYSTEM OWNERSHIP,  
OPERATION, MAINTENANCE AND REPAIR AGREEMENT  
OF  
SYNOVUS BANK**

The undersigned (the "Synovus"), as Trustee and the holder of the rights granted and assigned by the Development Authority under that certain Assignment and Security Agreement dated February 1, 2024, and recorded in Deed Book 67754, Page 273, official records of Fulton County, Georgia (the "Assignment Agreement"), with respect to the real property described herein, hereby consents to the rights granted by Owner in the Sanitary Sewer Agreement to which this Consent is attached, including the execution, delivery and recording of such Sanitary Sewer Agreement, and Synovus hereby agrees that Synovus's interest under the foregoing Assignment Agreement shall be subject and subordinate to the terms and conditions of the Sanitary Sewer Agreement; provided however, nothing contained herein shall release Synovus's interest under the Assignment Agreement, except as set forth herein.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12th day of July, 2024.

**SYNOVUS BANK**

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

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

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

*[Signature]*  
DEAR MATTHEWS  
SVC

Signed, sealed and delivered in the presence of:

Unofficial Witness

Janice Vagner  
July 12, 2024

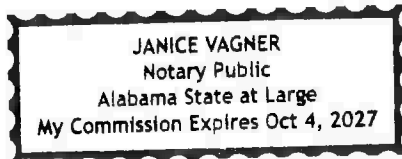
Notary Public

Date of Execution by Notary: July 12, 2024

Commission Expiration Date:



[NOTARY SEAL]



Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2024 in the presence of:

FULTON COUNTY, GEORGIA a political subdivision of the State of Georgia

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
Y. Soo Jo, County Attorney

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works



EXHIBIT “A”

(attach legal description and/or plat of the easement area)

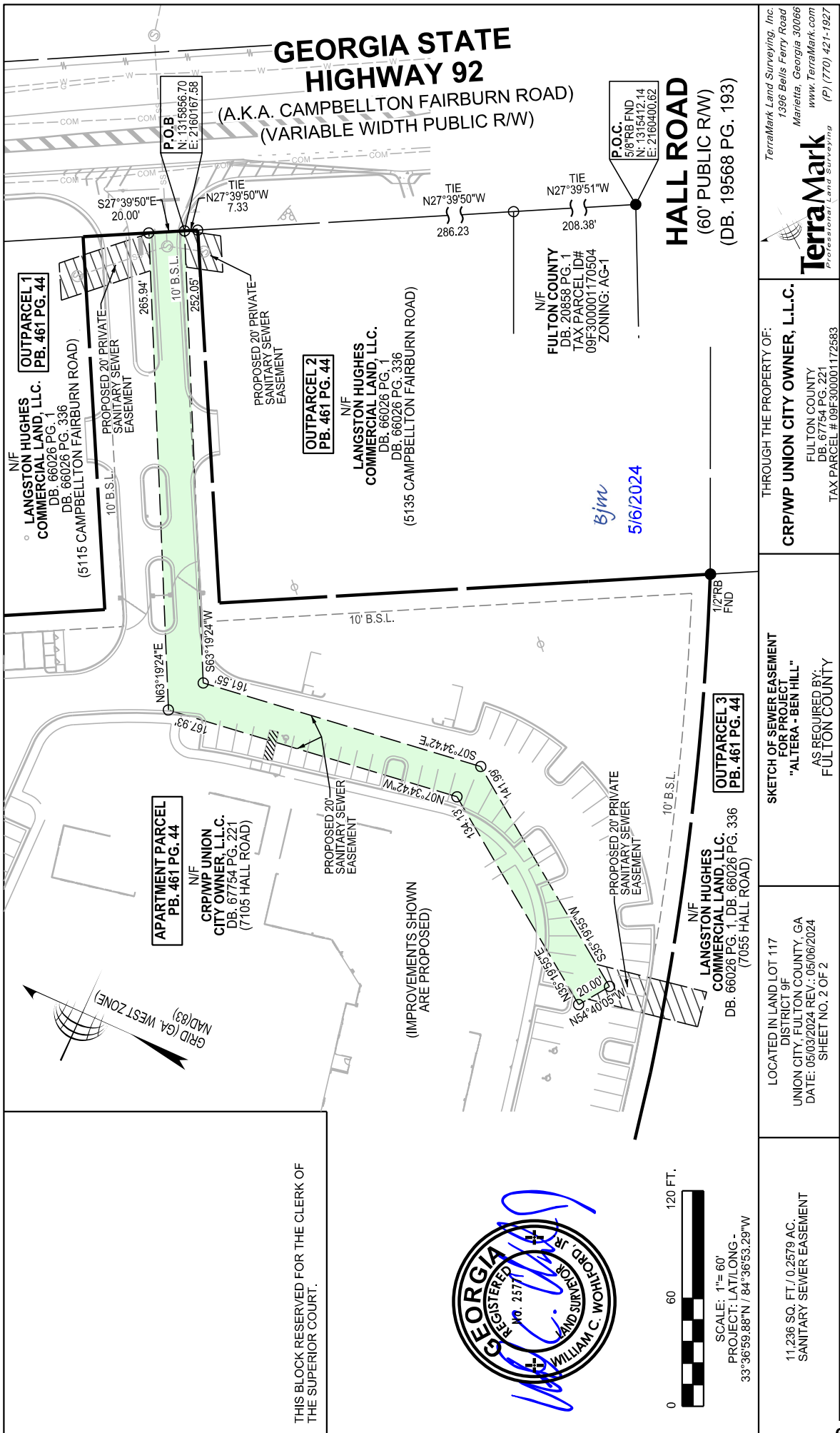
## SEWER EASEMENT

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by CRP/WP UNION CITY OWNER, L.L.C., as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 67754, Page 221 and being shown as the "Apartment Parcel" as shown on an Exemption Plat for Langston Hughes Place, as recorded among the aforesaid Land Records in Plat Book 461, Page 44, and said strip or parcel being shown on an Easement Sketch prepared by TerraMark Land Surveying, Inc. and attached hereto, said strip or parcel lying and being in Land Lot 117, District 9F, of Fulton County, Georgia and being more particularly described as follows:

To find the Point of Beginning of the said strip or parcel of land, commence at a 5/8 inch rebar found at the point of intersection of the Southwest Right of Way Line of Georgia State Highway 92, a.k.a. Campbellton-Fairburn Road (an apparent variable width public right of way), and the Northerly Right of Way Line of Hall Road (an apparent 60 feet wide public right of way); thence, leaving said point and running with the said line of Georgia State Highway 92, North 27° 39' 51" West, 208.38 feet to a point at the Southeast Corner of Outparcel 2 as shown on the above-mentioned Exemption Plat; thence, continuing along said line of Georgia State Highway 92, North 27° 39' 50" West, 286.23 feet to a common corner of the above-mentioned Outparcel 2 and the "Apartment Parcel"; thence, continuing along said line of Georgia State Highway 92, North 27° 39' 50" West, 7.33 feet to the True Point of Beginning of the herein described strip or parcel of land; thence, leaving the said line of Georgia State Highway 92 and running,

1. South 63° 19' 24" West, 252.05 feet; thence,
2. South 07° 34' 42" East, 161.55 feet; thence,
3. South 35° 19' 55" West, 141.99 feet; thence,
4. North 54° 40' 05" West, 20.00 feet; thence,
5. North 35° 19' 55" East, 134.13 feet; thence,
6. North 07° 34' 42" West, 167.93 feet; thence,
7. North 63° 19' 24" East, 265.94 feet; thence,
8. South 27° 39' 51" East, 20.00 feet to the Point of Beginning, containing 11,236 square feet or 0.2579 of an acre of land, more or less.

<div>THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.</div>		<div>SKETCH OF SANITARY SEWER EASEMENT FOR PROJECT "ALTERA - BEN HILL" LOCATED IN LAND LOT 117 DISTRICT 9F UNION CITY, FULTON COUNTY, GA</div>	
<div>SURVEYOR'S CERTIFICATE THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING, RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67. <div>W.C. Wohlford, Jr. WILLIAM C. WOHLFORD, JR., RLS REGISTERED NUMBER: 2577</div></div>		<div>SURVEY NOTES 1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. 2. EQUIPMENT USED: A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS. A TRIMBLE R-10 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY. 3. THE PROPOSED PERMANENT EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 190,203 FEET. 4. ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA - COMMUNITY PANEL NUMBER 13121C0451F, DATED SEPTEMBER 18, 2018, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA. 5. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83. 6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 08/30/2021.</div>	
<div>11,236 SQ. FT./0.2579 AC. SANITARY SEWER EASEMENT</div>		<div>SKETCH OF SEWER EASEMENT FOR PROJECT "ALTERA - BEN HILL" AS REQUIRED BY: FULTON COUNTY</div>	
<div>LOCATED IN LAND LOT 117 DISTRICT 9F UNION CITY, FULTON COUNTY, GA DATE: 05/03/2024 REV.: 05/06/2024 SHEET NO. 1 OF 2</div>		<div>THROUGH THE PROPERTY OF: CRPWP UNION CITY OWNER, L.L.C. FULTON COUNTY DB. 67154 CG. 221 TAX PARCEL # 09F300001172583</div>	
<div>TH: S:\SURVEY\2022\2022-272\DG\NEASEMENTS.DGN</div>		<div>TerraMark Land Surveying, Inc. 1396 Belis Ferry Road Marietta, Georgia 30066 www.TerraMark.com (P) (770) 421-1927</div>	







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0096

**Meeting Date:** 2/5/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Joshua Cady and Stephanie Cady for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 40 Cumming Street, Alpharetta, Georgia 30009.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** Joshua Cady and Stephanie Cady, the owners of the real property located at 40

Cumming Street, Alpharetta, Georgia 30009, have requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within an existing Fulton County sewer line easement area.

In accordance with County Policy and the Statue of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 10055, Page 452.

At the request of Joshua Cady and Stephanie Cady, the Department of Public Works completed an on-site assessment of the encroachment area, which is approximately 3,400 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements within the County's sewer line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure within a portion of the County's sewer easement

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

**Funding Line 1:**



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**Agenda Item No.:** 25-0096

**Meeting Date:** 2/5/2025

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Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed Book 65056 , Page 133  
Deed Book 10055 , Page 452

### **INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Joshua Cady and Stephanie Cady as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as “Owner”), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, “the County”).

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as 40 Cumming Street, Alpharetta, Georgia 30009-3610 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 65056 Page 133 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the “Private Improvements”) as more fully described in Exhibit “A”, attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 10055 Page 452 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit “A” (the “Private Improvements”).

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6Th. Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: Joshua Cady and Stephanie Cady  
40 Cumming Street  
Alpharetta, GA 30009

Re: 2nd District 2nd Section, Land Lot(s) 1253

Parcel Number: 22 498112530027

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia,  
as of the day and year first above written.

Signatures:

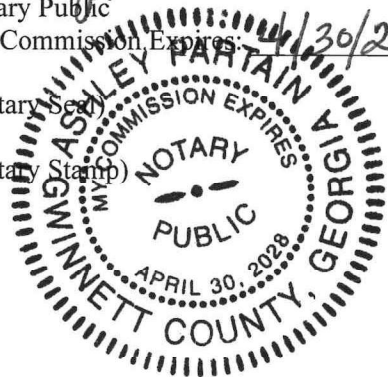
Signed sealed and delivered in the presence of

*Shakira Daniels*  
Unofficial Witness

*Asuley Partain*  
Notary Public  
My Commission Expires: 4/30/2028

(Notary Seal)

(Notary Stamp)



OWNER

*Stephanie Lady*

*Stephanie Lady*  
Signature (Authorized Party to Bind Owner Entity)

JOSHUA CAON & STEPHANIE CAON  
Signatory's Name and Title (printed)

Owner's Address: \_\_\_\_\_

40 CUMMINS STREET  
ALPHARETTA, GA 30009-3610

Attest:

FULTON COUNTY, GEORGIA

\_\_\_\_\_  
Clerk of Commission

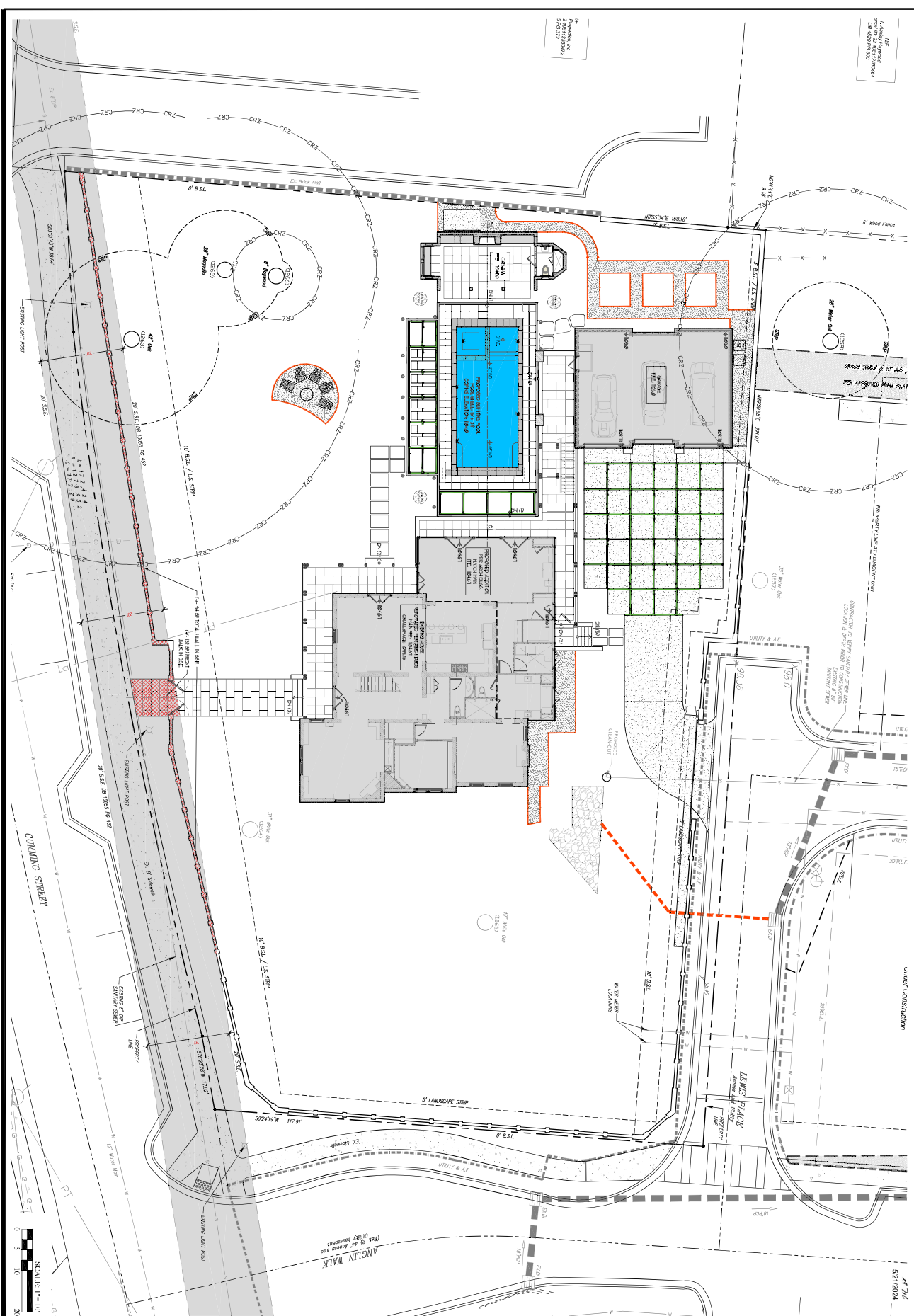
By: \_\_\_\_\_  
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

\_\_\_\_\_  
Y. Soo Jo, County Attorney



**INSITU**

DATE: 02/12/24

DESIGNER: INSITU

PROJECT: CADY RESIDENCE

SCALE: 1"=10'

SHEET: L-104

**CADY RESIDENCE**

40 CUMMING STREET

PARCEL ID: 22-098112530027

LAND LOTS 1253

ZONING: CLASS 1P-1W

2ND DISTRICT, 2ND SECTION

ALPHARETTA, GEORGIA 30009

prepared by

**CADY FAMILY**

**LAND PLUS**

LAND PLUS ASSOCIATES LTD

4410 PINE BLVD

ALPHARETTA, GA 30009

PHONE: 404.288.9999

WWW.LANDPLUS.COM







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0097

**Meeting Date:** 2/5/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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

**Scope of Work:** JBGL Atlanta Development 2014, LLC, the owner of the real property located at

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5560 Abbotts Bridge Road, Johns Creek, Georgia 30097, has requested the conditional approval of the Fulton County Board of Commissioners to allow stormwater infrastructure to remain within the County's existing sewer easement onsite.

In accordance with County Policy and the Statue of Frauds, all amendments and edits to contractual agreements involving the County are required to be in writing and approved by the Fulton County Board of Commissioners. JBGL Atlanta Development 2014, LLC, the Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works formally requests approval to amend the terms of the County's sanitary sewer easement onsite at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097 to permit an encroachment of stormwater infrastructure.

The Department of Public Works has completed an assessment of the encroachment area of approximately 3400 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County's sewer easement.

**Community Impact:** Fulton County's access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow already installed stormwater improvements to remain within the County's sewer easement area will not adversely impact sewer services.

**Department Recommendation:** The Department of Real Estate and Asset Management, DREAM, accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed Book 67070 /Page 623, 628, 632  
Deed Book 67871 /Page 295

### **INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 202<sup>3</sup>, between JBGL Atlanta Development 2014, LLC \_\_\_\_\_ as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as “Owner”), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, “the County”).

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as Knollwood, and as more fully described in that certain conveyance recorded in Deed Book 67070, Page 623,628,632 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the “Private Improvements”) as more fully described in Exhibit “A”, attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Deed Book 67871, Page 295 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit “A” (the Private Improvements”).

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in

part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6Th. Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: JBGL Atlanta Development 2014, LLC

RE Land Lot(s) 266, District 1

Parcel Number: 11 078002770140, 11 066002660312, 11 066002660262



IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

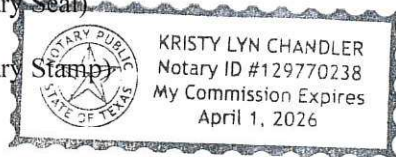
Signed sealed and delivered in the presence of

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires: April 1, 2026

(Notary Seal)

(Notary Stamp)



[Signature]  
Signature (Authorized Party to Bind Owner Entity)

Veronica Edwards Authorized Representative  
Signatory's Name and Title (printed)

Owner's Address: 5501 Headquarters Dr.  
Suite 300W  
Plano, TX 75024

Attest:

FULTON COUNTY, GEORGIA

\_\_\_\_\_  
Clerk of Commission

By: \_\_\_\_\_  
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

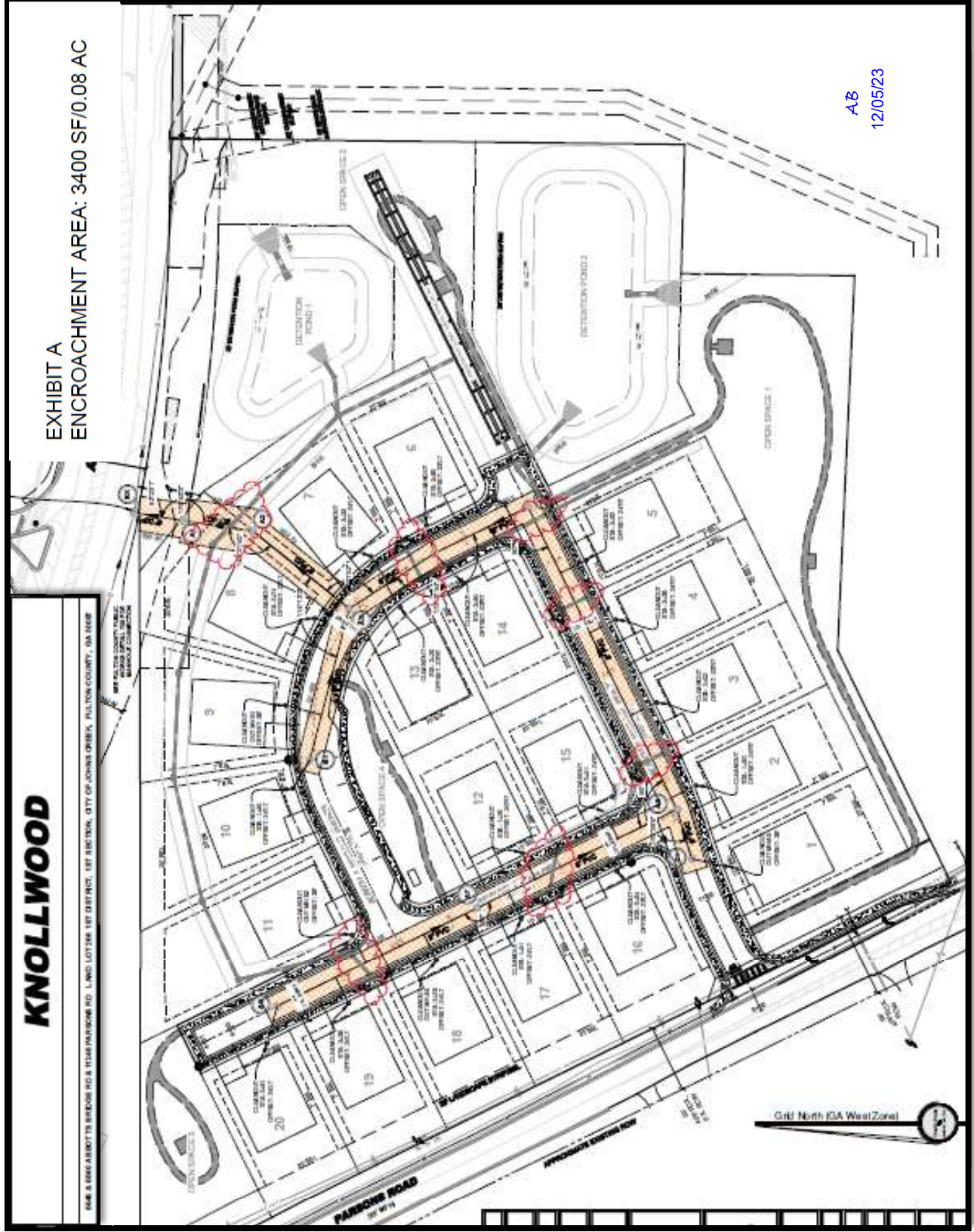
\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

\_\_\_\_\_  
Y. Soo Jo, County Attorney

# KNOLLWOOD

EXHIBIT A  
ENCROACHMENT AREA: 3400 SF/0.08 AC

6446 & 6448 ABERNETHY BREEZE RD & 11546 PARKSIDE RD, LINDS LOT 264, 1ST DISTRICT, 1ST SECTION, CITY OF JOHN'S ORRIS, FULTON COUNTY, GA 30666







# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0098

**Meeting Date:** 2/5/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and JBGL Atlanta Development 2014, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** JBGL Atlanta Development 2014, LLC, the owner of the real property located at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097, has requested the conditional approval of the Fulton County Board of Commissioners to allow installed stormwater infrastructure to remain within the County's existing sewer easement onsite.

In accordance with County Policy and the Statue of Frauds, all amendments and edits to contractual agreements involving the County are required to be in writing and approved by the Fulton County Board of Commissioners. JBGL Atlanta Development 2014, LLC, the Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works formally request approval to amend the terms of the County's sanitary sewer easement onsite at 5560 Abbotts Bridge Road, Johns Creek, Georgia 30097 to permit an encroachment of stormwater infrastructure.

The Department of Public Works has completed an assessment of the encroachment area of approximately 3400 square feet and confirmed the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

The purpose of the Indemnification Agreement is to affirm the terms of Fulton County's conditional approval of the encroachment of private improvements within the County's sewer easement.

**Community Impact:** Fulton County's access to maintain its sanitary sewer service line while granting the property owner the conditional approval to allow stormwater improvements to remain within the County's sewer easement area will not adversely impact sewer services.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to accept the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Approval of the Agenda Item does not involve the receipt or payment of funding.



After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed Book 67070 /Page 623, 628, 632  
Deed Book 67871 /Page 295

**INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE  
IMPROVEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 202<sup>3</sup>, between JBGL Atlanta Development 2014, LLC \_\_\_\_\_ as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as “Owner”), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, “the County”).

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1.

Owner warrants that he is the full and true owner and has clear title to that certain property known as Knollwood, and as more fully described in that certain conveyance recorded in Deed Book 67070, Page 623,628,632 of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the “Private Improvements”) as more fully described in Exhibit “A”, attached hereto and incorporated herein by reference

2.

Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Deed Book 67871, Page 295 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility, said private improvements as same are more fully described in Exhibit “A” (the Private Improvements”).

3.

With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management

practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

4.

This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.

5.

Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvement at his sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.

6.

Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.

7.

Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.

8.

Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's property and is granted a right of entry by Owner on the other portions of Owner's property to effectuate the repair, if necessary.

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in



part by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement.

10.

Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.

11.

The License conveyed to Owner by this Agreement shall be binding upon Owner, his assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12.

The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13.

All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6Th. Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: JBGL Atlanta Development 2014, LLC

RE Land Lot(s) 266, District 1

Parcel Number: 11 078002770140, 11 066002660312, 11 066002660262

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

OWNER JBGL Atlanta Development 2014, LLC

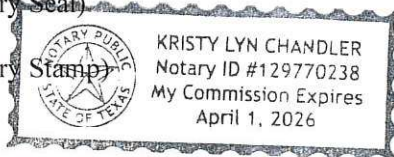
Signed sealed and delivered in the presence of

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
My Commission Expires: April 1, 2026

(Notary Seal)

(Notary Stamp)



[Signature]  
Signature (Authorized Party to Bind Owner Entity)

Veronica Edwards Authorized Representative  
Signatory's Name and Title (printed)

Owner's Address: 5501 Headquarters Dr.  
Suite 300W  
Plano, TX 75024

Attest:

FULTON COUNTY, GEORGIA

\_\_\_\_\_  
Clerk of Commission

By: \_\_\_\_\_  
Chairman, Board of Commissioners

APPROVED AS TO CONTENT:

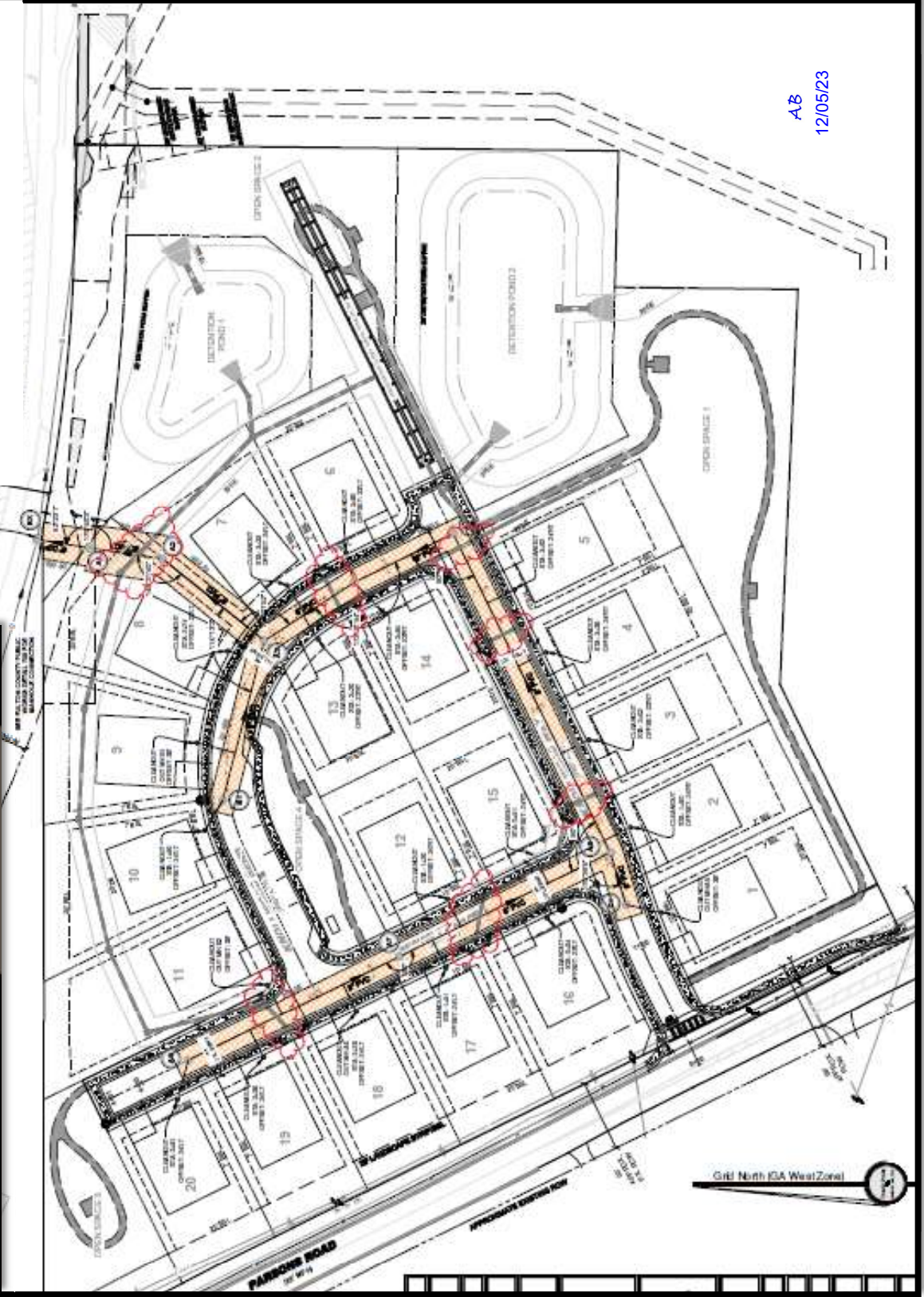
APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

\_\_\_\_\_  
Y. Soo Jo, County Attorney

EXHIBIT A  
ENCROACHMENT AREA: 3400 SF/0.08 AC

6046 S 6000 ABBOTT ST BRIDGE RD & 11344 PARADISE RD LAND LOT 56 1ST DISTRICT, 1ST SECTION, CITY OF JONESBORO, PULASKI COUNTY, GA 30026



Grid North IGA West Zone







# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0099

**Meeting Date:** 2/5/2025

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### Department

Real Estate and Asset Management

### Requested Action

Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and CRP/WP Union City Owner, LLC for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 7105 Hall Road, Union City, Georgia 30213.

### Requirement for Board Action

Fulton County is authorized to grant an encroachment on its sewer easement pursuant to Fulton County Code, Subpart B-Code of Resolutions - Appendix A - Subdivision Regulations, Article IX (Required Improvements), Section 9.5.5(c), which states the following in part: "No retaining wall, building, pole, sign or other vertical structure shall be constructed in sanitary and storm sewer easements, including vehicular access easements around structures, without approval from the [Director of Public Works]."

### 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:** CRP/WP Union City Owner, LLC, the owner of the real property located at 7105 Hall Road, Union City, GA 30213, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing sewer line easement area.

In accordance with County Policy and the Statue of Frauds, all amendments and edits to contractual agreements involving Fulton County are required to be in writing and approved by the Fulton County Board of Commissioners.

The purpose of the Indemnification Agreement is to formally affirm the terms of Fulton County's conditional approval of an encroachment(s) of private improvements to remain within the County's sewer line easement area.

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 68385, Page 58.

At the request of CRP/WP Union City Owner, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 11,235.56 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

**Community Impact:** As per the terms of the agreement, Fulton County retains its full access to maintain its sanitary sewer service line while granting the property owner the conditional approval to install stormwater improvements to remain within the County's sewer line easement area.

**Department Recommendation:** The Department of Real Estate and Asset Management accepts the conclusion of the Department of Public Works to formally accept the terms of the Indemnification Agreement and recommends its approval.

**Project Implications:** No negative impacts to sanitary sewer services or access to maintain the County's onsite sanitary sewer line will result by allowing stormwater infrastructure to remain within a portion of the County's sewer easement.

**Community Issues/Concerns:** None

**Department Issues/Concerns:** None

## **Fiscal Impact / Funding Source**

### **Funding Line 1:**

Approval of the Agenda Item does not involve the receipt or payment of funding.

After recording return to:  
Michael Graham, Land Administrator  
Fulton County Land Division  
141 Pryor Street, SW, Suite 8021  
Atlanta, GA 30303

Cross Reference

Deed/Plat Book 67754, Page 221  
Deed Book 68385, Page 58

### INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2025 CRP/WP UNION CITY OWNER, L.L.C. and its successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Owner warrants that it is the holder of a leasehold interest in certain property known as **7105 Hall Road, Union City, GA 30213** (the "Property"), as such Property is more fully described in that certain Limited Warranty Deed from Owner to the Union City Development Authority (the "Authority") recorded in Deed Book 67754, Page 263, of Fulton County, Georgia records, and as such leasehold interest is evidenced by that certain Short Form Lease Agreement by and between the Authority, as "Issuer," and the Owner, as "Company", recorded in Deed Book 67754, Page 268, aforesaid records, and on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A" attached hereto and incorporated herein by reference.
2. Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded at Plat Book/Deed Book (circle one) 68385, Page 58 of Fulton County, Georgia records, and hereby grants Owner, a License to enter within a portion of its sanitary sewer easement to construct, repair and replace, from time to time as may be needed certain private improvements at Owner's sole cost and responsibility, said private improvements as same are more fully described in Exhibit "A" (the "Private Improvements").
3. With respect to this License, Owner shall install and construct the Private Improvements in a good and workmanlike manner and in compliance with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.



4. This License shall commence on the date of execution hereof and shall continue in full force and effect unless and until it is terminated at the will of the County.
5. Owner may terminate this License and Agreement by written notice to the County and shall remove the Private Improvements at its sole costs and return the area to its natural vegetative state. If during the term of this License, the area containing the Private Improvements is condemned by the County or its assign, Owner shall make no claim in the condemnation proceedings for compensation for the Private Improvements.
6. Fulton County personnel and /or agents shall have free access to and across the Private Improvements to perform routine maintenance and any emergency repairs to the existing public improvements.
7. Owner shall be solely responsible for the maintenance, repair and replacement of the Private Improvements and the County grants Owner a right of access in order to carry out these obligations.
8. Notwithstanding any other provisions, in the case of an emergency, Fulton County may immediately suspend or revoke the License without notice in order to protect the health, safety, and welfare of the public. In non-emergency situations, after providing at least 10 days' notice to Owner, Fulton County may suspend or revoke the License in order to carry out any necessary governmental function. In the event of the suspension or revocation of the License, Owner must cure all defects specified by the County in its notice and within the time reasonably specified by the County. Failure on the part of Owner to cure any defects within the allotted time will be grounds for the County to terminate the License. Alternately, the County may, but shall not be required to, cure any such defect at the sole cost and expense of Owner. The County may elect to terminate the License at will and remove the Private Improvements without liability for loss or damage for such removal. Fulton County shall remove the Private Improvements so as not to damage other portions of Owner's Property and is granted a right of entry by Owner on the other portions of Owner's Property to effectuate the repair, if necessary.
9. Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused in whole or in part by the negligent act, negligent omission or willful misconduct of Owner, its employees, subcontractors, or assigns in the performance of this License or Agreement.
10. Owner agrees to repair or replace in a manner acceptable to the County and/or the owner thereof any public utilities damaged by its employees or subcontractors during performance of this License and Agreement or resulting from the failure of the Private Improvements. At its election the County may repair or replace the damaged utility and assess all costs against Owner.
11. The License conveyed to Owner by this Agreement shall be binding upon Owner, its assigns, affiliates, and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this agreement is held to be unenforceable

for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

12. The License conveyed to Owner by this Agreement shall constitute a covenant running with the land and shall be recorded in the real property records of Fulton County, Georgia and shall be binding upon all subsequent transferees of said property.

13. All notices, consents, request, demands or other communications to or upon the respective party shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, in the case of (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

COUNTY: Fulton County  
Director of Public Works  
141 Pryor Street, SW, 6Th. Floor  
Atlanta, GA. 30303

with a copy to: County Attorney  
Office of the County Attorney  
141 Pryor Street, SW, Suite 4038  
Atlanta, GA. 30303

OWNER: CRP/WP Union City Owner, L.L.C.  
RE Land Lot(s) 117, District 9F  
Parcel Number: 09F300001172583  
3715 Northside Pkwy, Suite 4-600  
Atlanta, GA 30327  
Attention: Bennett Sands  
Email: [brs@woodpartners.com](mailto:brs@woodpartners.com)

IN WITNESS WHEREOF, the parties have executed this Agreement at Atlanta, Georgia, as of the day and year first above written.

Signatures:

Signed sealed and delivered in the presence of

  
Unofficial Witness

Jessica Hunkiar  
Notary Public My Commission Expires  
My Commission Expires: February 26, 2028

(Notary Seal)

(Notary Stamp)



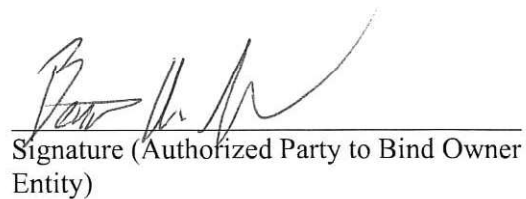
Attest:

\_\_\_\_\_  
Clerk of Commission

APPROVED AS TO CONTENT:

\_\_\_\_\_  
David E. Clark, Director  
Department of Public Works

OWNER: **CRP/WP Union City Owner, L.L.C.**

  
Signature (Authorized Party to Bind Owner Entity)

**Bennett Sands / VP**  
Signatory's Name and Title (printed)

Owner's Address:

**3715 Northside Pky NW, Suite 4-600  
Atlanta, GA 30327**

FULTON COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Y. Soo Jo, County Attorney



CONSENT TO SEWER INDEMNIFICATION AGREEMENT  
OF  
UNION CITY DEVELOPMENT AUTHORITY

The undersigned (the "**Development Authority**"), as fee owner of the real property described herein, hereby consents to the Sewer Indemnification Agreement to which this Consent is attached (the "**Sewer Indemnification Agreement**") and hereby consents to the rights granted herein by CRP/WP UNION CITY OWNER, L.L.C. (the "**Owner**"), as the "Company" under that certain Lease Agreement by and between the Owner and the Development Authority, as "Issuer" thereunder, dated as of February 1, 2024 (as amended from time to time, the "**Lease**"). The Development Authority acknowledges and agrees that such Sewer Indemnification Agreement shall be deemed a Permitted Encumbrance (as defined in the Lease) for all purposes under the Lease, but such Sewer Indemnification Agreement shall be subject to and shall not affect the Development Authority's Unassigned Rights as forth and defined in the Lease.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12<sup>th</sup> day of July, 2024.

Signed, sealed and delivered in the presence of:

*Dalasha Jones*  
Unofficial Witness July 12, 2024

*Claron J. Hamerick*  
Notary Public

Date of Execution by Notary: 7-12-2024

Commission Expiration Date: 6-18-2026



UNION CITY DEVELOPMENT  
AUTHORITY

By: *Brandon C. Banks*  
Name: Brandon C. Banks  
Title: Chairman

Attest: *Cindy Givens*  
Secretary




**CONSENT TO SEWER INDEMNIFICATION AGREEMENT  
OF  
SYNOVUS BANK**

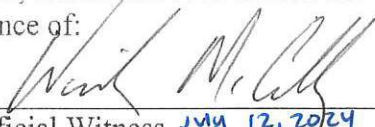
The undersigned (the "Synovus"), as Trustee and the holder of the rights granted and assigned by the Development Authority under that certain Assignment and Security Agreement dated February 1, 2024, and recorded in Deed Book 67754, Page 273, official records of Fulton County, Georgia (the "Assignment Agreement"), with respect to the real property described herein, hereby consents to the Sewer Indemnification Agreement to which this Consent is attached, including the execution, delivery and recording of such Sewer Indemnification Agreement, by Grantor, and Synovus hereby agrees that Synovus's interest under the foregoing Assignment Agreement shall be subject and subordinate to the terms and conditions of the Sewer Indemnification Agreement; provided however, nothing contained herein shall release Synovus's interest under the Assignment Agreement, except as set forth herein.

IN WITNESS WHEREOF, this Consent has been signed, sealed and delivered by the Development Authority this 12<sup>th</sup> day of July, 2024.

**SYNOVUS BANK**

By:   
Name: DEAN MATTHEWS  
Title: SRP

Signed, sealed and delivered in the presence of:

  
Unofficial Witness July 12, 2024

  
Notary Public

Date of Execution by Notary: July 12, 2024

Commission Expiration Date:

[NOTARY SEAL]

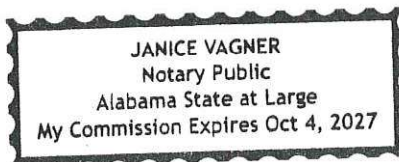


EXHIBIT "A"  
PRIVATE IMPROVEMENTS

See attached.

SKETCH OF SANITARY SEWER EASEMENT

LOCATED IN LAND LOT 117  
DISTRICT 9F  
UNION CITY, FULTON COUNTY, GA

THIS BLOCK RESERVED FOR THE CLERK OF  
THE SUPERIOR COURT.

SURVEYOR'S CERTIFICATE

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING, RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



WILLIAM C. WOHLFORD, JR., RLS  
REGISTERED NUMBER: 2577

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA NSPS LAND TITLE SURVEYS PER THE 2021 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND NSPS AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
2. EQUIPMENT USED:  
A TRIMBLE "S" SERIES TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.  
A TRIMBLE R-10 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.  
3. THE PROPOSED PERMANENT EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 190,203 FEET.
4. ACCORDING TO THE "FIRM" (FLOOD INSURANCE RATE MAP) OF FULTON COUNTY, GEORGIA - COMMUNITY PANEL NUMBER 13121C0451F, DATED SEPTEMBER 18, 2018, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.
5. THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.
6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 08/30/2021.

11,236 SQ. FT./0.2579 AC.  
SANITARY SEWER EASEMENT

LOCATED IN LAND LOT 117  
DISTRICT 9F  
UNION CITY, FULTON COUNTY, GA  
DATE: 02/08/2024 SHEET NO. 1 OF 2

SKETCH OF SEWER EASEMENT  
AS REQUIRED BY:  
FULTON COUNTY

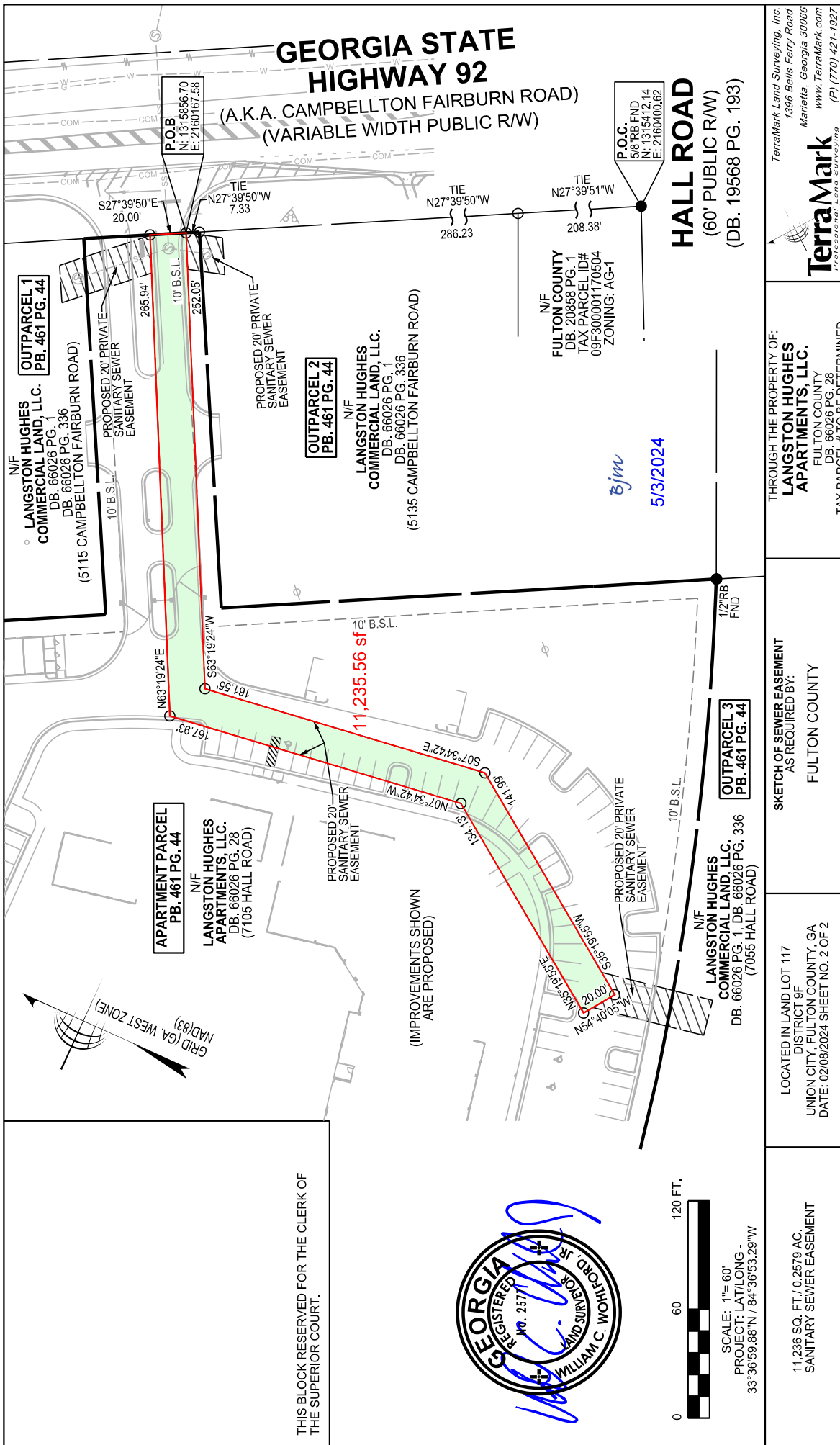
THROUGH THE PROPERTY OF:  
**LANGSTON HUGHES  
APARTMENTS, LLC.**  
FULTON COUNTY  
DB: 96026 PG. 28  
TAX PARCEL # TO BE DETERMINED



**TerraMark**  
Professional Land Surveying

TerraMark Land Surveying, Inc.  
1396 Belis Ferry Road  
Marietta, Georgia 30066  
www.TerraMark.com  
(P) (770) 421-1927









# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0102

**Meeting Date:** 2/5/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Transdev Mobility Change Makers Appreciation Day."  
**(Arrington/Barrett)**

Presentation of Certificates: Youth Commission Induction Ceremony. **(BOC)**





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0110

**Meeting Date:** 2/5/2025

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

Land Bank Authority Briefing





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0104

**Meeting Date:** 2/5/2025

### Department

Real Estate and Asset Management

### Requested Action

Request approval to extend an existing contract - Department of Real Estate and Asset Management, 21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail in an amount not to exceed \$2,815,000.00 with Johnson Controls, Inc., (Atlanta, GA), to provide continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta to extend the contract for an additional five (5) month period. Effective February 1, 2025, through June 30, 2025.

### Requirement for Board Action

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract & 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:** This contract extension is being requested for an additional 5-month period from February 1, 2025 through June 30, 2025, to ensure continued comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta until the new RFP solicitation and selection



committee evaluation/ recommendation processes, BOC approvals and new contract execution is completed for FY2025. Moreover, the current Jail Bridging Plan that began in July 2023 is currently slated to end during Q2 2025. Approval of this extension request allows DREAM to maintain jail bridging continuity with minimal disruption.

The extension provides time for the County to navigate the completion of new solicitation/award processes and the completion of the Jail Bridging Plan at the Fulton County Jail in FY2025.

**Scope of Work:** The contract requires preventive and corrective services for all building systems including, but not limited to, all HVAC, door & locking controls, plumbing, electrical, generators, building envelope, kitchen equipment, laundry equipment, and perimeter fencing/gates. laundry equipment. On average, 1,600 corrective maintenance work requests are submitted and completed each month across all three (3) jail facilities.

**Community Impact:** This contract is essential for the County to meet its legal obligations associated with the housing and disposition of inmates.

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

The requested 5-months extension (from February 1, 2025 through June 30, 2025) in the total amount of \$2,815,000.00 is the proposed costs to cover for all corrective/unscheduled maintenance services to include labor rates for during normal/after hours and emergency for all three (3) Fulton County Jail campuses and the cover costs for the completion of the Jail Bridging Plan at the Fulton County Jail Complex until new contract is fully executed. We anticipate the new Contract Agreement for the Fulton County Jail to begin July 1, 2025.

**Project Implications:** The intent of this contract is to ensure the provision of functional jail facilities suitable for the safe and effective housing of inmates along with occupancy by staff and visitors. Additionally, it is the intent of this contract to extend the useful life of the existing jail facility assets.

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

**Department Issues/Concerns:** If this contract extension is not approved, the County does not have the internal resource capacity, or the expertise, to perform this service in-house. It will enable the County to have Jail Facility Management Contractor to ensure preventive/corrective maintenance services at these jail facilities and complete the jail bridging program in a timely manner.

### Contract Modification

CURRENT CONTRACT HISTORY	BOC ITEM	DATE	DOLLAR AMOUNT
Original Contract Amount	21-0406	6/2/21	\$2,175,459.00
1 <sup>st</sup> Renewal	21-0951	12/1/21	\$5,192,445.00
Amendment No. 1	22-0987	12/21/22	\$0.00
2 <sup>nd</sup> Renewal	22-0977	12/21/22	\$5,531,120.00

Increase Spending Authority No. 1	23-0631	9/20/23	\$1,230,530.00
60-Day Extension	102-364	1/1/24	\$860,000.00
3 <sup>rd</sup> Renewal	24-0091	2/6/24	\$5,383,820.00
Increase Spending Authority No. 2	24-0898	12/18/24	\$2,156,400.00
30-Day Extension	102-364	1/1/2025	\$684,717.24
<b>5-Month Extension #3</b>		<b>1/22/2025</b>	<b>\$2,815,000.00</b>
Total Revised Amount			\$26,029,491.24

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

**Contract Value:** \$2,815,000.00

**Prime Vendor:** Johnson Controls, Inc.

**Prime Status:** Non-Minority

**Location:** Alpharetta, GA

**County:** Fulton County

**Prime Value:** \$2,815,000.00 or 100.00%

**Total Contract Value:** \$2,815,000.00 or 100.00%

**Total Certified Value:** \$0.00 or 0.00%

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

Exhibit 1: Extension No. 3 to Form of Contract

Exhibit 2: Performance Evaluation

### 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: \$2,175,459.00

Previous Adjustments: \$21,039,032.24

This Request: \$2,815,000.00

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**Agenda Item No.:** 25-0104

**Meeting Date:** 2/5/2025

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**TOTAL:** \$26,029,491.24

### 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:

100-520-5224-1116: General, Real Estate and Asset Management, Building Maintenance- \$2,815,000  
"Subject to availability of funding adopted for FY2025 by BOC"

Key Contract Terms	
Start Date: 2/1/2025	End Date: 6/30/2025
Cost Adjustment:	Renewal/Extension Terms: N renewal options remain

**Overall Contractor Performance Rating:** 76

**Would you select/recommend this vendor again?**

Yes

**Report Period Start:**  
7/1/2024

**Report Period End:**  
9/30/2024

### **EXTENSION NO. 3 TO FORM OF CONTRACT**

Contractor: **Johnson Controls, Inc.**

Contract No. **21RFP127274K-BKJ, Comprehensive Operation and Preventive and Predictive Maintenance Services for the Fulton County Jail and the South Fulton Municipal Regional Jail**

Address: **1350 Northmeadow Parkway**  
City, State **Roswell, GA 30076**

Telephone: **(404) 967-7409 (770) 663-0663**

E-mail: [Scott.E.McVay@jci.com](mailto:Scott.E.McVay@jci.com)

Contact: **Scott E. McVay,**  
**Sr. Account Executive**

### **W I T N E S S E T H**

WHEREAS, Fulton County ("County") entered into a Contract with Johnson Controls, Inc. to provide comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta, dated July 1, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to extend the term for subject contract, with all terms and conditions unchanged, for an additional five (5) months from February 1, 2025 through June 30, 2025, to continue to provide, without disruption, comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta; 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 February 5, 2025, BOC Item #25-.

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

This Extension No. 3 to Form of Contract is effective upon approval by the board of Commissioners, between the County and Johnson Controls, Inc., who agree that all Services specified will be performed by in accordance with this Extension No. 3 to Form of Contract and the Contract Documents for an additional five (5) months period, with the extension commencing on February 1, 2025 and ending as of 30<sup>th</sup> day of June

2025.

1. **SCOPE OF WORK:** To provide comprehensive operation, preventive and corrective maintenance services for the Fulton County Jail, Jail South Annex in Union City, and the Fulton County North Annex Jail in Alpharetta.
2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$2,815,000.00 (Two Million Eight Hundred Fifteen Thousand Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 3 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. 3 TO FORM OF CONTRACT:** Except as modified by this Extension No. 3 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**

CONTRACTOR:

**JOHNSON CONTROLS, INC.**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joseph N. Davis, Director,  
Department of Real Estate and Asset  
Management

\_\_\_\_\_  
Anthony Outland,  
Metro General Manager

ATTEST:

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

County: \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Affix Notary Seal)

ITEM#: _____ RM: _____ <b>REGULAR MEETING</b>	ITEM#: _____ 2 <sup>nd</sup> RM: _____ <b>SECOND REGULAR MEETING</b>
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## Performance Evaluation Details

<b>ID</b>	E3
<b>Project</b>	Comprehensive Operation and Preventive and Predictive Maintenance Services for t
<b>Project Number</b>	21RFP127274K-BKJ
<b>Supplier</b>	Johnson Controls
<b>Supplier Project Contact</b>	Scott Mcvay (preferred language: English)
<b>Performance Program</b>	Professional Services
<b>Evaluation Period</b>	02/29/2024 to 11/29/2024
<b>Effective Date</b>	12/04/2024
<b>Evaluation Type</b>	Formal
<b>Interview Date</b>	12/04/2024
<b>Expectations Meeting Date</b>	01/02/2025
<b>Status</b>	Completed
<b>Publication Date</b>	12/04/2024 03:50 PM EST
<b>Completion Date</b>	12/04/2024 03:50 PM EST
<b>Evaluation Score</b>	76

### Related Documents

There are no documents associated with this Performance Evaluation



## OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range  
Outstanding = 90-100%  
Excellent = 80-89%  
Satisfactory = 70-79%  
Needs Improvement = 50-69%  
Unsatisfactory = -50%

### PROJECT MANAGEMENT

14/20

Rating

**Satisfactory:** Project Management. Acceptable understanding of project objectives, risks and Contract requirements with some direction required from the User Department.

Comments

JCI has managed the overall project to a satisfactory level during the review period. There were a few instances in which JCI had to be notified that a billing submittal didn't comply with overall contract terms.

### SCHEDULE

14/20

Rating

**Satisfactory:** Delivered on schedule or on approved amended schedule. Monitoring and forecasting of schedule as per Contract requirements.

Comments

JCI adheres to contract terms related to schedule at least 60% of the time. There have been a few delays during the review period due to staffing shortages. However, in the latter portion of the review period, JCI was able to increase overall productivity due to increased staffing. Would recommend greater and more consistent back office support of the on site JCI team.

### QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

**Excellent:** Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

JCI produces an excellent monthly maintenance overview report that details all aspects of the jail operation. Excluding vandalism, JCI completes work requests with a high degree of quality with very few repeated equipment failures. The only area of concern would be the work performed by JCI elevator service provider, Otis Elevator.

### COMMUNICATIONS AND CO-OPERATION

17/20

Rating

**Excellent:** Co-operative and timely response to the User Department concerns.

Comments

Business relationship with vendor has been excellent throughout review period. JCI responds promptly to all inquiries/concerns in a very timely manner. More importantly, JCI has been extremely flexible when the County has requested them to be with regards to administrative issues.

### OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

14/20

Rating

**Satisfactory:** Issues of compliance with Contract documents were resolved in a timely manner to the the User Department's satisfaction.

Comments

Contract compliance issues are generally resolved in a timely manner and always to the County's satisfaction.

### GENERAL COMMENTS

Comments

Throughout the review period, staffing shortages impacted JCI's ability to deliver the services as per the terms and conditions of their contract. Overall, JCI has performed satisfactorily as the County's jail maintenance provider.





# Fulton County Board of Commissioners

## Agenda Item Summary

**Agenda Item No.:** 25-0105

**Meeting Date:** 2/5/2025

### Department

Public Works

### Requested Action

Request approval of the lowest responsible bidder - Public Works, 24ITB092324K-CRB, Tree Trimming in an amount not to exceed \$130,604.00 with Good Choice X-pert Tree Services, LLC (Stockbridge, GA), to provide tree trimming and vegetation clearing services at the specified water distributions facilities. Effective from issuance of the Notice To Proceed (NTP) for 120 calendar days for final completion of the work.

### Requirement for Board Action

In accordance with Purchasing Code Section 102-373, all competitive sealed bids 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)*

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 Public Works Department recommends approval of this item. EPD conducted an inspection of the water distribution facilities in North Fulton and determined that some of the sites were not in compliance with current Safe Drinking Water Act requirements. Specifically, the fence line surrounding the water storage tanks & pump stations at Freemanville Road, Hackett Road, Jones Bridge Road, and other locations needs to be cleared of vegetation and overgrowth that might compromise the Department's ability to prevent unauthorized entry, sabotage, and vandalism.

**Scope of Work:** Good Choice X-pert Tree Services, LLC will be responsible for clearing all tree

limbs/branches that overhang the exterior fence line within 25' of the ground. The contractor will also be responsible for trimming or removing all unwanted vegetation from the sites, including areas that may be located within detention ponds, and for mowing the grasses areas at each location. All trees larger than 3 inches in diameter will remain unless the tree is located within a detention pond. The work will be a one-time project and not annual maintenance. The department has identified the following facility sites for these activities:

Jones Bridge Elevated Tanks	Alpharetta/Preston
Ridge Ground Storage Tanks	Hackett Road Elevated
Tanks	Woodstock Road Pump Station
Henderson Road Pump Station	Providence
Road Pump Station	
Prichard Mountain Elevated Tank/Freemanville Road Ground Storage location	

Jones Bridge Road Elevated Tanks  
Alpharetta / Preston Ridge Ground Tanks  
Mansell Road Pump Station  
Hembree Road Elevated Tanks  
Hackett Road Elevated Tanks  
Woodstock Road Pump Station  
Bethany Bend Elevated Tanks  
Providence Road Pump Station  
Henderson Road Pump Station  
Freemanville Road Ground Tank / Prichard Mountain Elevated Tank

**Community Impact:** There is no immediate impact to the community expected.

**Department Recommendation:** The Public Works Department recommends approval of this item.

**Project Implications:** This award will allow the Public Works Department to address concerns resulting from the Environmental Protection Department's inspection in the most expedient manner.

**Community Issues/Concerns:** No immediate community issues/concerns have been noted.

**Department Issues/Concerns:** Without approval of this item the Public Works Department risks being out of compliance with the requirements of the Environmental Protection Department.

**Contract Modification:** This is a new procurement.

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

**Contract Value:** \$130,604.00

**Prime Vendor:** Good Choice X-pert Tree Services, LLOC  
**Prime Status:** African American Male Business Enterprise  
**Location:** Stockbridge, GA

**County:** Henry County  
**Prime Value:** \$130,604.00 or 100.00%

**Total Contract Value:** \$130,604.00 or 100.00%  
**Total Certified Value:** \$130,604.00 or 100.00%

### Exhibits Attached

Exhibit 1: EPD Sanitary Survey

Exhibit 2: Bid Tabulation Sheet

**Exhibit 3: Department Memorandum**

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

David E. Clark, Director, Public Works 404-612-2804

### Contract Attached

No

### Previous Contracts

No

### Total Contract Value

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$130,604.00  
TOTAL: \$130,604.00

### 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:

203-540-5400-W054, Water & Sewer R & E, ACCG Northpoint, Water Tank Painting, \$130,6004

<b>Key Contract Terms</b>
---------------------------

<b>Start Date:</b> Issuance of NTP	<b>End Date:</b> 120 calendar days final completion
<b>Cost Adjustment:</b>	<b>Renewal/Extension Terms:</b> N renewal options

**Overall Contractor Performance Rating:** New Vendor

**Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:**

**Report Period End:**



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

**Richard E. Dunn, Director**

**Mountain District Office**  
4244 International Parkway  
Atlanta, Georgia 30354

(404)293-7587

July 6, 2022

North Fulton Water System  
Attn: Patrick Persons, Josh Van Horne  
11575 Maxwell Road  
Alpharetta, Georgia 30004

RE: **Sanitary Survey Inspection**  
North Fulton Water System  
WSID# GA1210005  
Fulton County, Georgia

Dear Mr. Patrick Persons:

On April 20<sup>th</sup>, 2022, an Environmental Protection Division representative conducted a sanitary survey of the above-referenced facility; Patrick Persons, Water System Operator, and Josh Van Horne, Water Distribution Systems Manager, and Lauren McDaniel, Environmental Specialist were present during the inspection. The purpose of the inspection was to evaluate the performance of the facility with respect to the requirements of the Georgia Safe Drinking Water Act, the Rules for Safe Drinking Water (Rules) and the Permit to Operate a Public Water System.

A copy of the sanitary survey has been enclosed for your review and as with any document, correspondence, laboratory analysis, etc. pertaining to the system the report is required to be maintained on file in accordance with Section 391-3-5-.15 of the Rules.

Deficiency: At the time of the inspection, it was documented that the altitude valve associated with the Freemanville Road storage tanks was in need of repair or replacement. Please resolve this in accordance with Part 12.4.(d)(2) of the minimum standards for public water systems no later than July 30<sup>th</sup>, 2022.

Deficiency: At the time of the inspection, it was documented that the altitude valve associated with the Hembree Road storage tanks was in need of repair or replacement. Please resolve this in accordance with Part 12.4.(d)(2) of the minimum standards for public water systems no later than July 30<sup>th</sup>, 2022.

Deficiency: At the time of the inspection, it was documented that the discharge end of the drain line for the storage tanks (noted below) were not protected against the entrance of contaminants (e.g., mesh screen, flap-valve, check valve). Please resolve this in accordance with Chapter 391-3-5-.10(4) of the rules for safe drinking water no later than July 30<sup>th</sup>, 2022.

- Hembree Road
- Preston Ridge



Deficiency: At the time of the inspection, it was documented that the fence lines surrounding the water system's storage tanks (see below) were overgrown with vegetation (e.g., Trees, plant growth, etc.) compromising the ability to prevent unauthorized entry, sabotage, vandalism, etc. Please resolve this in accordance with chapter 391-3-5-.04(8) by September 30, 2022.

- Freemanville Road
- Hackett Road
- Jones Bridge Road
- Hembree Road
- Bethany Road
- Preston Ridge Road

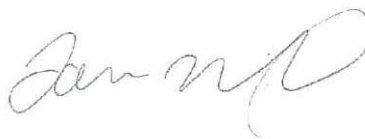
Deficiency: At the time of the inspection, it was documented that the vaults (see below locations) were not draining properly (e.g., pits should drain to the ground surface, or to absorption pits underground). Please resolve this in accordance with Part 12.3 of the minimum standards for public water systems, no later than July 30<sup>th</sup>, 2022.

- Jones Bridge Road
- Hackett Road
- Hembree Road

Other Item: Please be advised due to the complexity of a purchased water system (e.g., providing additional treatment, chlorination, etc.) at least one operator associated with the system must meet the minimum license qualification. Any system or plant not fitting any of the descriptions in accordance with Chapter 391-3-5-.39 shall be classified individually according to the judgment of the Division (e.g., Class 3 License Classification).

Should you have questions or comments concerning this correspondence, please contact me at 770-585-8671 or email me at [lauren.mcdaniel@dnr.ga.gov](mailto:lauren.mcdaniel@dnr.ga.gov).

Sincerely,



Lauren McDaniel, Environmental Specialist  
Mountain District – Atlanta Office

Enclosure: Sanitary Survey

cc: EPD DW Compliance – letter, survey ([dw.sanitarysurvey@dnr.ga.gov](mailto:dw.sanitarysurvey@dnr.ga.gov))

# Public Water System - District Sanitary Survey Inspection Form



Purpose for Submittal: Sanitary Survey Completed

Present Status of Water System: Active

Date of Submittal:

Data Entered into SDWIS: ☒

## General Water System Data

<b>Water System Name:</b> North Fulton County	<b>Region/District:</b> Mountain District (Metro)	<b>EPD Associate:</b> Lauren McDaniel
<b>Water System ID:</b> 1210005	<b>County:</b> Fulton	<b>Date of Evaluation:</b> 4/20/2022
<b>Permit #:</b> GA121005	<b>Permit Issue Date:</b> 9/14/2019	<b>Permit Expiration Date:</b> 9/13/2029
<b>Last Sanitary Survey Date:</b> 6/25/2019		<b>Next Scheduled Sanitary Survey:</b> 4/20/2025
<b># Permitted Sources:</b> 1	<b># Active Sources:</b> 1	<b>Required # Bact. Samples/sample frequency:</b> 180 / Monthly
<b>Source Type(s):</b> (1) Purchased SW (2) (3) (4)		
<b>System Type:</b> Community WS		<b>Total Number of Entry Points:</b>
<b>Total # Permitted SC:</b> 75759	<b>Total # Active SC:</b> 78559	<b>(Permitted - Active) = Total # Available SC:</b> 0
<b># Active Residential SC:</b> 75759	<b># Active Commercial SC:</b> 2975	<b># Active Wholesale Service Connections:</b> 2
<b>Community Population:</b>	<b>NTNC Population:</b> 0	<b>TNC Population:</b> 0
<b># Wholesale Customers:</b> 2	<b>% of Service Connections Metered:</b> 100%	<b>% of Sources Metered:</b> 100%
<b>Water Treated (Y/N):</b> YES	<b>Maximum Daily Use (gal):</b>	<b>Average Total Water Use per Day (gal):</b>
<b>Seasonal System:</b> NO	See Section 7b for seasonal operating periods.	

## System

**WS Street Address:** 11575 Maxwell Road **City:** Alpharetta **State:** GA **Zip-code:** 30004

## Owner

<b>Owner Name:</b> Nick Ammons	<b>Email address:</b> nick.ammons@fultoncountygga.gov
<b>Owner Mailing:</b> 11575 Maxwell Road	<b>City:</b> Alpharetta <b>State:</b> GA <b>Zip-code:</b> 30004
<b>Owner Street Address:</b> 11575 Maxwell Road	<b>City:</b> Alpharetta <b>State:</b> GA <b>Zip-code:</b> 30004
<b>Phone No.:</b> 404.612.7530	<b>Fax No.:</b> <b>Emergency Phone No.:</b>

## Operator

<b>Operator Name:</b> Patrick Person	<b>Email address:</b> patrickkperson@fultoncountygga.gov
<b>Operator Mailing Address:</b> 11575-A Maxwell Road	<b>City:</b> Alpharetta <b>State:</b> GA <b>Zip-code:</b> 30004
<b>Operator Street Address:</b> 11575-A Maxwell Road	<b>City:</b> Alpharetta <b>State:</b> GA <b>Zip-code:</b> 30004
<b>Certification No.:</b> W2-015394	<b>Expiration Date:</b> 6/30/2023
<b>Phone No.:</b> 404-368-1898	<b>Operator Classification:</b> I <b>Emergency Phone No.:</b>

## Additional Contact Information (if applicable)

<b>Name:</b> Josh Van Horne	<b>Title:</b> Water Distribution Systems Manager
<b>Mailing Address:</b> 11575-A Maxwell Road	<b>Email address:</b> joshuahorne@fultoncountygga.gov
<b>Street Address:</b> 11575-A Maxwell Road	<b>City:</b> Alpharetta <b>State:</b> GA <b>Zip-code:</b> 30004
<b>Phone No.:</b> 404-368-1898	<b>City:</b> Alpharetta <b>State:</b> GA <b>Zip-code:</b> 30004
	<b>Fax No.:</b> <b>Emergency Phone No.:</b> 404-368-1898

## GENERAL COMMENTS AND DISCUSSION:

## **WATER SYSTEM LOCATION**

Describe how to get to the water system from the nearest city; include a map showing the location of the water system.

Water from Old Alabama road for N. Fulton distributed. Chlorine booster present at North end of System

## **GENERAL DESCRIPTION**

- a. Describe the business model and customer base for the water system that supports the Community, Non-Transient, Non-Community or Transient Non-Community designation. If applicable, include information detailing any seasonal portions of the distribution system (e.g. water system serves an RV Park where there are 10 homes with year round residents and 30 slots that are rented out during the summer months; the rental side remains pressurized year round because a few of the slots are occasionally rented during the off-season.

**Community water system with 78559 active service connections**

- b. Describe any changes to the water system sources, treatment equipment, or storage tanks since the last inspection. This would include changes such as adding or removing raw or finished water sample taps, converting from gas to liquid chlorination, installing a new source, replacing a storage tank with a larger/smaller tank, etc.

**Water lines put in, increase in service connections may trigger an increase for sampling.**

- c. Draw a flow diagram, showing bypasses. Include the flow from each separate source to the distribution system, giving for each source the various treatment processes provided in order of occurrence. Sources, treatment plants, and entry points should be numbered to match what is listed in the Drinking Water Database.

## **GENERAL DESCRIPTION (Continued)**

- d. Include photos taken during the inspection. Include pictures of sources, treatment types and storage tanks; photos of items that need to be corrected may also be included.



The "significance" of a deficiency will be determined by evaluating whether: (a) the deficiency has the potential for contaminants to be introduced to the finished drinking water; (b) if not corrected, the deficiency will cause the potential for the introduction of contaminants to the finished drinking water at some point in the future; and (c) the deficiency causes or has the potential to result in the operation of the system in violation of the drinking water rules and standards. **Bolded questions throughout this report may be considered significant deficiencies if they meet these three (3) conditions.**

[Min Stds. #] = Reference the May 2000 Minimum Standards version.  
 [\$Min Stds. #] = Reference the March 2021 Minimum Standards version.

## 1. SOURCE OF SUPPLY

	YES	NO	N/A	Significant Deficiency
1. <b>Is the source of water approved by the Division and of good physical quality?</b> [391-3-5-.06 & .07] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Is the source free from potential sources of contamination, including flooding and surface water runoff?</b> [391-3-5-.04 & .07] [Min. Stds. 9.1.0 & 9.1.1] [\$Min. Stds. 11.0 & 11.1] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Is the well drilled and not a dug, bored or jetted well?</b> [391-3-5-.07(2)] [Min. Stds. 5.3.0] [\$Min. Stds. 5.2.0] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Are "Wellhead Protection" plan requirements being met? (Applies to municipal, county, & authority owned CWS) [391-3-5-.40] [Min. Stds. 5.3.2] [\$Min. Stds. 5.2.4] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Well Casing 12 inches above well slab and not subject to flooding? [391-3-5-.07(11)(b)] [Min. Stds. 5.3.4.7(b) & 9.2.1] [\$Min. Stds. 5.2.6.1a, 5.2.10b, & 11.7.1] Type: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. <b>Sanitary Seal is present and in good condition (tight)?</b> [391-3-5-.07(11)(c & d)] [Min. Stds. 5.3.4.7(c) & 9.2.1.1] [\$Min. Stds. 5.2.10.2c] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. <b>Well Slab present and in good condition?</b> [391-3-5-.07(11)(a)] [Min. Stds. 5.3.4.7(a)] [\$Min. Stds. 5.2.10a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. <b>Properly designed Screened Riser Pipe present and screen intact?</b> [391-3-5-.07(11)(c & d)] [Min. Stds. 5.3.4.7(d) & 9.2.1] [\$Min. Stds. 5.2.10c.2, 5.2.10.2e, & 11.7.1] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Raw Water Taps present and located prior to the well discharge pipe check valve? [391-3-5-.07(11)(e)] [Min. Stds. 5.3.4.7.1c] [\$Min. Stds. 5.2.11c] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Finish Water Taps available? [391-3-5-.09(1)(i)] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Check Valve, shutoff valve, and pressure gauge present, functioning and properly located? [Min. Stds. 5.3.4.7.1b, 9.6.1b, & 9.6.3a] [\$Min. Stds. 5.2.11b, 11.6.1b, & 11.6.3a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Turbine Pump Block present and extends at least 12 inches above well slab? (applies to turbine pumps only) [391-3-5-.07(11)(d)] [Min. Stds. 5.3.4.7e] [\$Min. Stds. 5.2.10c] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Meter installed and operational on all sources installed after 1/1/1998. At a minimum, is all finished water metered as required by Permit? [391-3-5-.06(1)(a)1&.09(1)(m)] [Min. Stds. 4.1.7&9.6.3f] [\$Min. Stds. 4.12 & 11.6.3f] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Backup Source (if system permitted after 1/1/1998 and 25 or more service connections)? [391-3-5-.06 &.04(6)(d)] [Min. Stds. 4.1.8, 5.1.1b., & Approval Requirements(7)(d)] [\$Min. Stds. 5.2.2.2 & 5.0b] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Well pumping equipment is protected from unauthorized entry and use by an enclosed shelter or enclosed by a fence? [391-3-5-.07(14)] [Min. Stds. 5.3.2.m] [\$Min. Stds. 4.17d & f] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is equipment unchanged (i.e. no addition/modification) <b>and have no new, unapproved sources</b> been added to the system since the last sanitary survey? [391-3-5-.04 & .05(1)] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. <b>In lieu of 4-log virus inactivation treatment, triggered source water monitoring is conducted as required?</b> [391-3-5-.54(3)(a)] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LIST OF GROUNDWATER SOURCES: Applicable ☐ Not Applicable ☒

Source No. (101)	Source Type	Type Usage	Pump Type	Individual Meter (Y/N)	Emergency Power Source? (Y/N)	Comments

Additional Sources of Supply Listed in Attachment A?

Source Type: G = well, S = spring

Type Usage: P = permanent, E = emergency, S = seasonal, I = interim, A = abandoned

Pump Type: S = submersible, T = vertical turbine, J = jet, C = centrifugal, N = no pump, O = other

PURCHASED WATER SOURCES: Applicable ☒ Not Applicable ☐

Source No. (101)	Source Type	Type Usage	Is Source Metered? (Y/N)	Name of Purchased Water Source (Water System Name)	Water System ID Number	Additional Treatment Provided? (Y/N)
104	P	P	Yes	Atlanta- Fulton Water Resources	1210038	Yes
102	P	A	No	Gwinnett County	1350004	No
103	P	A	No	City of Atlanta	1210001	No
104	P	A	No	Cobb County- Marietta Water System	0670002	No

Source Type: P = purchased surface, W = purchased ground

Type Usage: P = permanent, E = emergency, S = seasonal, I = interim, A = abandoned

COMMENTS AND DISCUSSION FOR SOURCE OF SUPPLY:

At time of inspection it was documented source 101 cob, 102 Gwinette, and 103 Atlanta have been made inactive connections in in need of extensive rehab to become active connections

## 2. TREATMENT

### 2a. Chemical Feed Systems, Dosages and Residuals

Applicable ☒ Not Applicable ☐

Plant No. (201)	Treatment Process (Cl <sub>2</sub> , F, Fe, Mn, pH, corrosion, softening, aeration, etc.)	Chemical Name	NSF 60 Certified <sup>1</sup> (Y/N)	Strength of Chemical	Required by Permit (Y/N)	Equipment Condition <sup>2</sup>	Back-up Equipment Available <sup>3</sup> (Y/N)
201	Chlorination	Sodium Hyperchloride	Yes	12.5	Yes	Operating Properly	Yes

#### Additional Treatment Processes Listed in Attachment B? No

- All chemicals coming in contact with drinking water during treatment must be certified as conforming with NSF Standard 60 [391-3-5-.04(7)] [Min. Stds. 14.1.5., 15.1.0, 19.1.0, 19.6.1, & Approval Requirements (8)] [§Min. Stds. 4.19, Part 7 intro, & Part 8 intro].
- Chemical Feed Equipment must be of such design and capacity to accurately supply the required treatment chemicals at all times [391-3-5-.09(1)(d)] [Min. Stds. 9.1.4] [§Min. Stds. 8.3a & 9.9.2d].
- Back-up equipment required for chemical feed equipment if installed after 1/1/1998, otherwise recommended [Min. Stds. 11.1.1c & 19.1.3] [§Min. Stds. 8.5.a.2 & 9.9.1c].

- |  | YES                                 | NO                       | N/A                                 | Significant Deficiency   |
|--|-------------------------------------|--------------------------|-------------------------------------|--------------------------|
| 1. Is treatment equipment that is required by Permit or to comply with MCLs operating properly (e.g. disinfection, pH, iron, manganese control, etc.)? [391-3-5-.09 & .14(1)-(4)] [Min. Stds. Parts 10-17] [§Min. Stds. Part 9]. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 2. Is fluoridation required by permit, if so, is it provided? (all incorporated municipalities unless referendum approval to cease) [391-3-5-.16 & .14(4)] [Min. Stds. Part 15] [§Min. Stds. 7.7] .....                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. If facility is required to provide 4-log virus inactivation, there is no evidence of system modifications that would reduce the contact time between the source and first customer? [391-3-5-.06].....                        | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Is Equipment unchanged (i.e. no addition/mods) since the last sanitary survey? [391-3-5-.04 & .05(1)].....  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. The treatment plant is not and cannot be bypassed, which would allow untreated water into the distribution system? [391-3-5-.09(1)(n)].....   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |

6. Measured Fluoride Residual(s) [391-3-5-.14(4)]: Applicable ☐ Not Applicable ☒

Sampling Location

Fluoride Residual (ppm)

(1)

7. Measured pH of the water when pH adjustment chemicals are in use. [391-3-5-.14(7)]: Applicable ☐ Not Applicable ☒

Sampling Location

Water pH

(1)



**2b. Gas Chlorination Systems:**    Applicable ☐ Not Applicable ☒

	YES	NO	N/A	Significant Deficiency
1. Gas chlorination equipment and cylinders housed in a separate room or facility? [391-3-5-.09(1)(f)] [Min. Stds. 11.2.2a.1., 19.5.1a., & 19.7.0c.] [§Min. Stds. 7.1a, 8.18c, & 9.9.7a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The chlorine gas equipment & storage room has externally or automatically activated, floor level, forced air ventilation? [391-3-5-.09(1)(f)(4)] [Min. Stds. 11.2.2a.5., 19.5.1g., & 19.7.0b.] [§Min. Stds. 7.1g, 8.18b, & 9.9.7e] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Gas chlorination cylinders stored out of direct sunlight, secured from tipping or movement, and protected against unauthorized tampering? [391-3-5-.09(1)(f)] [Min. Stds. 11.2.2a., 19.5.1e.-f.)] [§Min. Stds. 7.1e-f & 9.9.7] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. A container of fresh ammonia solution provided for detection of leaking Cl <sub>2</sub> from equipment or cylinders? [391-3-5-.09(1)(f)(5)] [Min. Stds. 11.2.2a.6 & 19.7.0d.] [§Min. Stds. 8.18d & 9.9.7f] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Chlorine gas installations are equipped with a gas detection device connected to an audible alarm? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 19.5.1g.11.] [§Min. Stds. 7.1.g.11] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Chlorine gas mask or self-contained breathing apparatus readily accessible and in good condition? [391-3-5-.09(1)(f)(3)] [Min. Stds. 11.2.2a.4. & 19.7.0c.] [§Min. Stds. 8.18c & 9.9.7d] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. <b>Automatic switchover of chlorine cylinders provided, where necessary, to assure continuous disinfection?</b> [Min. Stds. 11.1.1d.] [§Min. Stds. 9.9.1d] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Properly calibrated and working weighing scales provided for chlorine gas cylinders? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 19.1.7a] [§Min. Stds. 8.9a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**2c. Miscellaneous Treatment Requirements**

1. Fluoridation equipment and chemicals housed in a separate room or facility? [391-3-5-.09(1)(j)] [Min. Stds. 15.1.1a. & 19.7.0c.] [§Min. Stds. 7.7.a.1 & 7.7b.12] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Properly calibrated and working weighing scales provided for fluoride solution feed? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 19.1.7] [§Min. Stds. 7.7b.3] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Separate indoor storage for fluoride compounds, and bags, fiber drums & steel drums on pallets? [Min. Stds. 15.1. 1] [§Min. Stds. 7.7a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Sodium Chlorite for Chlorine Dioxide generation is housed in a separate room or facility constructed of noncombustible materials? [Min. Stds. 19.6.0b.] [§Min. Stds. 7.3a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Liquid Caustic (50% sodium hydroxide solution) is protected from loss from solution due to exposure to low temperatures? [Min. Stds. 19.2.0d.3. & 19.6.0a.4.] [§Min. Stds. 7.2d & 8.11e.3] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Aerators properly maintained? (screens intact, trays not fouled, blower working, documented maintenance, etc.) [Min. Stds. Part 13] [§Min. Stds. 9.11] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Filters properly maintained? (not plugged or cracked, backwashed as needed) [391-3-5-.09] [Min. Stds. 10.3] [§Min. Stds. 9.4] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Water treatment equipment is enclosed in a weather proof shelter and protected from unauthorized entry? [391-3-5-.07(14)] [Min. Stds. 5.3.2.m] [§Min. Stds. 4.17] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMMENTS AND DISCUSSION FOR TREATMENT:**

### 3. DISTRIBUTION SYSTEM

	YES	NO	N/A	Significant Deficiency
1. Does the distribution system appear to be free of cross connections? [391-3-5-.13] [Min. Stds. 7.4.0 & 7.6.4] [§Min. Stds. 12.3 & 12.8] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. If the permit requires a cross connection control plan, is it being followed? [391-3-5-.13(4)] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Does the distribution system appear to be free of leaks? [391-3-5-.10] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Flow measuring device(s) installed for all new service connections installed after 1/1/1998 (Applies to CWS and NTNCWS), and when required by permit for all others? [391-3-5-.10(3)] [Min. Stds. 4.1.7] [§Min. Stds. 4.12] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Bacteriological Sampling conducted as required by permit? [391-3-5-.14(8)-(11), & .23] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If applicable, is facility scheduled for Lead and Copper sampling? Are Lead and Copper Sampling sites designated? Are Lead and Copper samples collected as scheduled? (CWS and NTNCWS only) [391-3-5-.25] ..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If applicable, is facility scheduled for Disinfection By-Products (DBP) sampling? Are DBP sampling sites designated? Are DBP samples collected as scheduled? (CWS and NTNCWS using primary or residual disinfectant other than UV light) [391-3-5-.53(2)].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. If existing lines have been repaired (when mains are wholly or partially dewatered) or new lines installed, was disinfection and special Bac-T sampling conducted before returning to service? (If yes, see records of repair, disinfection and sampling) [391-3-5-.12(a)] [Min. Stds. 7.2.4.1c] [§Min. Stds. 12.5.5a and b].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is a free chlorine residual detectable throughout the distribution system? [391-3-5-.14(2)].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sampling Location (Distribution system and Storage Tanks)	Free Chlorine Residual (ppm)			
(1) 13855 Providence	0.80			
(2) 970 Mansell Road	1.20			
(3) 16300 Freemanville RD	0.80			
(4) 3451 Preston Ridge Road	1.30			
10. Minimum pressure of 20 psi maintained? [391-3-5-.10(1), & .10(4)] Normal working pressure of 35 – 60 psi but not more than 100 psi maintained? [Min. Stds. 7.1.1f and g.] Normal working pressure of 60 – 80 psi but not less than 35 psi and not greater than 100 psi maintained [§Min. Stds. 12.2.1f and g)] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sampling Locations	Static Pressure (psig)			
(1) 13855 Providence	123			
(2) 970 Mansell Road	79			
(3) 16300 Freemanville RD	35			
(4) 3451 Preston Ridge Road	51			
11. Is the distribution system flushed on a regular or periodic basis? (Recommended) [391-3-5-.10(9)] [Min. Stds. 7.1.2, & 7.2.0j.] [§Min. Stds. 12.2.2, 12.5.4d, & 12.5.5a] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Does the distribution system appear to be free of unapproved construction projects, extensions, etc.? [391-3-5-.04] [Min. Stds. 1.1.1, 1.1.2, 1.1.3, 1.2.2, & Approval Requirements (1), (2), & (3)] [§Min. Stds. 1.1a and b, 1.2 - 1.4, & 1.8] ..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Does all available evidence suggest that the distribution system is free of asbestos cement pipe? If no, what percentage of distribution system contains AC pipe? 0 % [391-3-5-.21(5)] [Min. Stds. 7.6.0)] [§Min. Stds. 12.1]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



14. Interconnections to other systems (Consecutive Connections) [Min. Stds. 7.4.1a.] [§Min. Stds. 12.8a] Applicable ☒ Not Applicable ☐

System Name/Description	Type Connection <sup>1</sup>	Permitted System? (Y/N)	WSID#	Connection Status <sup>2</sup>	Listed on System Permit? (Y/N)
City of Roswell	SW	Yes	1210009	A	No
Forsyth County Water System	SW	Yes	1170050	A	No

1 – Type Connection: SW = Water is Sold, PW&SW = Water is Purchased & Sold

2 – Connection Status: A = Active/In Use, E = Emergency Use Only, S = Seasonal/Occasional Use

COMMENTS AND DISCUSSION FOR DISTRIBUTION SYSTEM:

2018 last updated this change is not on the permit

## 4. FINISHED WATER STORAGE

4a. Water Storage Tanks: Applicable ☒ Not Applicable ☐

Plant No. (201)	Location	Type	Tank Material	Storage Volume (gal)	Screened Vent <sup>1</sup> (Y/N)	Screened Overflow <sup>2</sup> (Y/N)	Drain Valve <sup>3</sup> (Y/N)	Access Manhole <sup>4</sup> (Y/N)	Sampling Tap <sup>5</sup> (Y/N)	Limited Access <sup>6</sup> (Y/N)
201	16300 Freemanville Road	G	Concrete	4000000	Yes	No	Yes	Yes	Yes	Yes
202	2715 Bethany Bend	E	Steel	2000000	Yes	Yes	Yes	Yes	Yes	Yes
203	2715 Bethany Bend	G	Steel	2000000	Yes	Yes	Yes	Yes	Yes	Yes
204	3451 Preston Ridge Road	G	Steel	1000000	Yes	No	Yes	Yes	Yes	Yes
204	3451 Preston Ridge Road	E	Steel	500000	Yes	No	Yes	Yes	Yes	Yes

Additional Water Storage Tanks Listed in Attachment C? Yes

Storage Type: C = Clear well, G = Ground, E = Elevated, S = Standpipe, P = Pressure, O = Other

- 1 Screened vents required for all non-pressurized storage tanks, **screens are intact.** [391-3-5-.11(1)] [Min. Stds. 8.1.6] [§Min. Stds. 10.7]
- 2 Screened overflows required for all non-pressurized storage tanks, **screens are intact.** [391-3-5-.11(1)] [Min. Stds. 8.1.4] [§Min. Stds. 10.5]
- 3 All storage tanks required to have a means for draining. [391-3-5-.11(1)] [Min. Stds. 8.1.3] [§Min. Stds. 10.3]
- 4 Interior access for cleaning and maintenance required for all storage tanks installed after 1/1/1998, otherwise recommended. [Min. Stds. 8.1.5] [§Min. Stds. 10.6]
- 5 Sampling tap required for all storage tanks installed after 1/1/1998, otherwise recommended. [Min. Stds. 8.1.15.] [§Min. Stds. 10.17]
- 6 Appropriate measures taken to secure critical infrastructure from trespassers, vandals and saboteurs. [391-3-5-.04(8)] [Min. Stds. 8.1.2b.] [§Min. Stds. 10.2b]

4b. All Finished Water Storage Tanks:	YES	NO	N/A	Significant Deficiency
1. Tanks have a water tight roof (i.e. permanent cover)? [391-3-5-.11(1)] [Min. Stds. 8.1.2a.] [§Min. Stds. 10.2a] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Tank overflow and drain discharges are not directly connected to a sewer and/or storm drain and have splash pad and erosion protected drainage channel? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.3, 8.1.4a, 8.1.4.b.] [§Min. Stds. 10.3, 10.5a, & 10.5b] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Tank overflow and drains have a 24-mesh non-corrodible screen and/or flap valve? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.3 & 8.1.4e.] [§Min. Stds. 10.3 & 10.5e] .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are tank overflow outlets visible? (required if installed after 1/1/98, otherwise recommended) [Min. Stds. 8.1.4f.] [§Min. Stds. 10.5g].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Tanks are properly maintained and free of contamination and leaks due to damage, corrosion, or other means? [391-3-5-.11(4)] [Per AWWA M42-92, tanks should be washed out and inspected at least once every 3 years. Where water supplies have sediment problems, annual washouts are recommended.].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If applicable, all new or repaired tanks are disinfected and special Bac-T sampling conducted before returning to service? (If yes, see records of repair, disinfection and sampling)? [391-3-5-.11(7) & .12(b)] [Min. Stds. 8.2.0.] [§Min. Stds. 10.16] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If storage tank has more than 2 days of storage, provisions are provided for water turn over or booster chlorination? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.14.] [§Min. Stds. 10.4] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the facility have an inspection/maintenance/cleaning schedule established for all storage tanks? Is the facility adhering to the schedule? [391-3-5-.11(4)].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 4c. Hydropneumatic Pressure Tanks:

1. Tanks have a device to maintain Air/Water ratio at satisfactory level? [391-3-5-.11(6)] [Min. Stds. 8.3.4.6] [§Min. Stds. 10.19g] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Tanks have bypass piping? (recommended) [Min. Stds. 8.3.4.1] [§Min. Stds. 10.19b] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Tanks have cutoff valves? (recommended) [Min. Stds. 8.3.4.6] [§Min. Stds. 10.19g] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Tanks have control equipment consisting of pressure gauge, air blow-off valve, pressure operated start-stop pump control, sight glass and mechanical means for adding air? (recommended) [Min. Stds. 8.3.4.6] [§Min. Stds. 10.19g] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Entire tank and/or control end is housed? (recommended) [Min. Stds. 8.3.4] [§Min. Stds. 10.19a] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 4d. Buried and Semi-buried Finished Water Storage Tanks:

1. Ground slopes away from tanks? [391-3-5-.11(5)] [Min. Stds. 8.1.11] [§Min. Stds. 10.14] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Top of tanks are at least 2 feet above ground level? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.1d.] [§Min. Stds. 10.1d] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Tanks located at least 50 feet from sewers, drain fields, storm drains, and standing water? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.1c] [§Min. Stds. 10.1c] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### 4e. Clearwells:

1. Tanks include features (e.g. baffles) to minimize short circuiting? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.3.3a.] [§Min. Stds. 10.18.3a] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Tanks include a screened vent, drain and overflow? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.3.3b-d.] [§Min. Stds. 10.18.3b-d] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

#### COMMENTS AND DISCUSSION FOR FINISHED WATER STORAGE:

Jones bridge road station had one water storage out for repairs (1000000 gal tank). Both Preston Ridge storage tanks were down for repair.



## 5. PUMPS, PUMP FACILITIES, & CONTROLS (other than source and treatment equipment)

5a. Water Pumping Facilities: Applicable ☒ Not Applicable ☐

Location of Pumping Facility	Pumps			Emergency Power* (Y/N)
	No. of Pumps	Type	Capacity (gpm)	
16300 Freemanville RD	2	C	1250	Yes
15842 Henderson Road	3	C	750	No
13855 Providence	3	C	2500	Yes
970 Mansell Road	3	C	4500	Yes

Additional Pump Details Listed in Attachment D? No

Pump type: S = submersible, T = vertical turbine, J = jet, C = centrifugal, O = other

\* Emergency Power required if installed after 1/1/1998, otherwise recommended. [Min. Stds. 9.6.6] [Min. Stds. 11.6.6]

### 5b. Requirements for Water Pumping Facilities:

	YES	NO	N/A	Significant Deficiency
1. Ground slopes to divert surface drainage away from pumping stations? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 9.1.1a.3.] [Min. Stds. 11.1c] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Pumping stations are protected against unauthorized entrance and vandalism? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 9.1.1a.4.] [Min. Stds. 11.1d] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Automatic and remote controlled pump stations have functioning "Out of Service" alarms? [Min. Stds. 9.5.0.] [Min. Stds. 11.5] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Pumping station is not being used for storage of materials that offer potential for contamination of the water?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is pump station free from cross connections? [391-3-5-.13(1)] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is pumping and control equipment functioning properly and reliable?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Booster Pumps (required if installed after 1/1/1998, otherwise recommended):				
a. Has standard pressure gauge on discharge line, compound gauge on suction line, means for measuring the discharge, and sampling taps? [Min. Stds. 9.6.3.] [Min. Stds. 11.6.3] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has positive acting check valve on discharge line between pump and shutoff valve? [Min. Stds. 9.6.1b.] [Min. Stds. 11.6.1b] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Has a pressure sustaining valve or low pressure cutoff device on suction line to prevent pressure drop below 20 psig? [Min. Stds. 9.4.3b.] [Min. Stds. 11.4b] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. At least two pumps provided? [Min. Stds. 9.4.1a.] [Min. Stds. 11.4.1] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. If water lubricated, is potable water being used? [Min. Stds. 9.6.4.] [Min. Stds. 11.6.4] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. If oil lubricated, is correct type of lubricant used? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### COMMENTS AND DISCUSSION FOR PUMPS, PUMP FACILITIES AND CONTROLS:

SCODA System 13855 Providence had one pump out for service.

## 6. MONITORING, REPORTING, & DATA VERIFICATION

	YES	NO	N/A	Significant Deficiency
1. Records maintained at the facility or at a convenient location? [391-3-5-.15(1)] [Min. Stds. 20.1.3.1] [§Min. Stds. 14.3.1] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Microbiological monitoring records; are results provided by a certified laboratory? (5 years)..... [391-3-5-.15(1)(a)] [Min. Stds. 20.1.3.2a.] [§Min. Stds. 14.3.2a] Name of Certified Lab: <u>Fulton County- Big Creek</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If applicable, has facility adequately addressed chronic Total Coliform Rule MCLs?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Facility has not frequently been cited for microbiological failure to monitor violations?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Chemical monitoring records; are results provided by a certified laboratory? (10 years)..... [391-3-5-.15(1)(a)] [Min. Stds. 20.1.3.2b.] [§Min. Stds. 14.3.2b] Name of Certified Lab: <u>Fulton County- Big Creek</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Lead and Copper monitoring records (required for CWS and NTNCWS)? (12 years) [391-3-5-.15(1)(e), & .25(12)] [Min. Stds. 20.1.3.2c.] [§Min. Stds. 14.3.2c] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Water System is not in significant non-compliance for one or more contaminants?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Treatment Records, showing applicable treatment residuals (e.g. DORs)? (3 years) [391-3-5-.14(7), & .14(9)] [Min. Stds. 20.1.3.1, & 20.1.3.2] [§Min. Stds. 14.3.1 & 14.3.2] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Have all monthly operating reports (i.e. DORs) been submitted to the District Office in a timely fashion since the previous Sanitary Survey Inspection? If not, what percent were late or missing? <u>0%</u> .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Water System is not in significant non-compliance for disinfection residuals? [391-3-5-.14(2)].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. All in-house testing, equipment and reagents (e.g. fluoride and chlorine residual test equipment) being used conform to accepted procedures? [391-3-5-.14] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Consumer Confidence Reports? (3 years) (Applies to all CWS) [391-3-5-.41] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Sanitary Surveys of the system? (10 years) [391-3-5-.15(1)(c)] [Min. Stds. 20.1.3.2f.] [§Min. Stds. 14.3.2f] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. If applicable, Lab Inspection reports? (Certified Labs Only, latest inspection report) [391-3-5-.14(8), .14(11), & .29(1)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Chemical Monitoring Waivers maintained on file? (5 years past expiration) [391-3-5-.15(1)(d)] [Min. Stds. 20.1.3.2g.].. [§Min. Stds. 14.3.2g] Chemical Waivers granted for: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Source Water Assessment Plan? Date it was completed: _____ [391-3-5-.42].....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Revised Total Coliform Rule (RTCR) Sample Site Plan [391-3-5-.55(3)(a)]				
a. Has the facility developed a Site Sample plan for RTCR sampling (5 years)?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the facility have a dated system map that shows locations of sources, storage tanks, distribution lines, RTCR and Groundwater Rule (GWR) sample points?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Do the sample locations represent all areas of the distribution system?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Do all sample locations have additional locations identified for repeat sampling?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. If it is not possible to get a proper upstream and/or downstream repeat sample, does the sample site plan identify how the system will collect all three (3) repeat samples for any given location?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. If the system elected to develop a Standard Operating Procedure (SOP) to select repeat sample locations on a situational basis, does the SOP meet the RTCR requirements for repeat sampling?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Sample Site Plan for TTHM/HAA5 sampling and/or IDSE Monitoring Plan? (required for CWS and NTNCWS) [391-3-5-.24(3)(h)4. & .53(2)(g)] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Sample Site Plan for Lead and Copper sampling? [391-3-5-.25(7)(a)1].....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. If applicable, records of RTCR Level 1 and/or Level 2 Assessment forms and associated documentation showing corrective actions have been completed? (5 years) [391-3-5-.55(11)(b)1].....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. If applicable, certification paperwork and sample results for each seasonal start up event? [391-3-5-.55(4)(f)1]....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



	YES	NO	N/A	Significant Deficiency
22. Initial Composite Radiological or Initial Quarterly Radiological sampling complete for all sources? If so, each entry point is scheduled for appropriate compliance monitoring? [391-3-5-.18(5) & .27] (Applies to CWS only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Each entry point is scheduled for Inorganic Compound (IOC) compliance monitoring (generally once every 3 years)? [391-3-5-.18(1) & .21] (Applies to CWS and NTNCWS only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Initial Quarterly Volatile Organic Compound (VOC) sampling complete for all new or modified entry points? If so, each entry point is scheduled for appropriate VOC compliance monitoring? [391-3-5-.18(2) & .22] (Applies to CWS and NTNCWS only).....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25. All entry points scheduled for annual Nitrate sampling or quarterly sampling if sample results are $\geq 50\%$ of the MCL? [391-3-5-.18(1) & .21(7)] (Applies to all systems) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26. Facility is scheduled for Disinfection By-Products (DBP2) sampling? DBP sampling sites designated by address? DBP samples are collected as scheduled? (Applies to CWS and NTNCWS) [391-3-5-.53] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27. Chemical Sampling conducted as scheduled and as required by permit? Samples are collected at appropriate entry point locations? [391-3-5-.21, .22, .26, .26] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. If applicable, records of Disinfection of New and Repaired Lines/Extensions/Storage Tanks? (3 years) [391-3-5-.10(9), .11(3), .11(7), & .12] [Min. Stds. 20.1.3.1] [§Min. Stds. 14.3.1] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29. Records for storage tank maintenance?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Written Flushing program? (Recommended) [391-3-5-.10(4)] [Min. Stds. 7.1.2, & 7.2.0j.] [§Min. Stds. 12.2.2] .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31. Facility is not currently under advanced enforcement with unresolved violations?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32. If applicable, does the facility have an approved compliance plan to resolve past or current Consent Orders or open violations? Are they in compliance with the plan?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33. If applicable, records of Complaints or Violations, and Corrective Actions Taken? (3 years) [391-3-5-.15(1)(b)] [Min. Stds. 20.1.3.2] [§Min. Stds. 14.3.2] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34. If applicable, records of Public Notifications for MCL, FTM and Treatment Technique violations? (3 years) [391-3-5-.32 & .54(5)(d)] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35. If applicable, has all required Public Notification been completed since the last Sanitary Survey Inspection?..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36. Water Conservation/Leak Detection Plan? (When required by permit).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37. Written Cross Connection Control Program? (When required by permit) [391-3-5-.13(4)] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38. Wellhead Protection Plan? (When required by permit; applies to municipal, county, & authority owned CWS) [391-3-5-.40] [Min. Stds. 5.3.2] [§Min. Stds. 5.2.4] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39. If maximum combined groundwater withdrawal > 100,000 GPD, does system have a Groundwater Use Permit? [391-3-5-.06] [391-3-2-.01] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



**MONITORING COMPLIANCE HISTORY FOR PREVIOUS 12 MONTHS or PREVIOUS 6 QUARTERS**

Monitoring Period	Parameter(s)	Monitoring Results	Enforcement Action
May 2021	Microbiological DBP	In Compliance In Compliance	None None
April 2022	Microbiological	In Compliance	None
March 2022	Microbiological	In Compliance	None
February 2022	Microbiological DBP	In Compliance In Compliance	None None
Januanry 2022	Microbiological	In Compliance	None
December 2021	Microbiological	In Compliance	None
November 2021	Microbiological DBP	In Compliance In Compliance	None None
October 2021	Microbiological	In Compliance	None
September 2021	Microbiological Lead - Copper	In Compliance In Compliance	None None
August 2021	Microbiological DBP Lead - Copper	In Compliance In Compliance In Compliance	None None None
July 2021	Microbiological	In Compliance	None
June 2021	Microbiological	In Compliance	None

**COMMENTS AND DISCUSSION FOR MONITORING, REPORTING AND DATA VERIFICATION:**

*The Drinking Water Program monitors this facility for compliance with chemical parameters.*

**Previous sanitary suryveys 2016 needed**  
**TTHM: 2019, 2020, 2021, 2022**  
**DPB 2021**

## 7. SYSTEM MANAGEMENT & OPERATION

	YES	NO	N/A	Significant Deficiency
1. Is current owner correctly listed as the permit holder?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the facility have an emergency sample kit for RTCR and GWR sampling, or an arrangement with an approved outside lab for immediate access to an emergency sampling kit? [391-3-5-.23(2)(a)] [391-3-2-.54(3)2] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Business Plan? (When required by permit) [391-3-5-.04(10)] [Min. Stds. Approval Requirements (7)(c), & Appendix A] [§Min. Stds. Appendix A] .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Emergency Plan, Operating Procedures and Checklist? (Recommended) [Min. Stds. Appendix B Sect.I Chapter 10, & Sect.III Part A.10] [§Min. Stds. Appendix B Sect. I Chapter 10, & Sect. III Part A.10] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the facility participate in the GAWARN program? (Mutual aid program for municipal systems; Recommended) .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is facility aware of the General Duty Requirement if they store 100 pounds or more of chlorine gas? [Clean Air Act Section 112R].....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. If applicable, Facility completes and submits the annual Water Loss Audit? (Applies to systems with population greater than 3,300; report is due March 1 <sup>st</sup> of each year.).....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Risk Management Plan? (Required if facility stores 2500 lb. or more of Cl <sub>2</sub> gas) [40 CFR 68.220].....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## 7a. Groundwater Rule Best Management Practices

	YES	NO	N/A	Significant Deficiency
1. Is the facility adequately staffed to ensure proper operation of the water system? Is there someone in responsible charge of the water system?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are personnel familiar with the Rules for Safe Drinking Water, and all applicable regulations, standards or requirements?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. All minor or moderate deficiencies identified in the last sanitary survey inspection, which have the potential to cause contamination, have been addressed and resolved?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the facility have adequate Standard Operating Procedures implemented at the facility?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the water system capable of meeting peak season water demands?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Facility has not experienced chronic service disruptions due to poor equipment maintenance or undersized equipment?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 7b. Special Monitoring Evaluation for Groundwater Systems serving 1,000 or fewer people [391-3-5-.55(4)(c)2]

	YES	NO	N/A	Significant Deficiency
1. Is the system seasonal in nature (defined as "a non-community water system that is not operated as a public water system on a year-round basis and starts up and shuts down at the beginning and end of each operating season." Examples include schools, vacation area, migrant labor camps, etc.)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the system partially or fully depressurize during the off-season(s)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is the system classified by Georgia EPD as a Seasonal system under the RTCR?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Seasonal Operational Periods? (mm/dd)				
a. Beginning of Season 1: _____ End of Season 1: _____				
b. Beginning of Season 2: _____ End of Season 2: _____				
c. Beginning of Season 3: _____ End of Season 3: _____				
5. Does the system collect RTCR samples monthly or quarterly? <u>monthly</u>				
6. Is this the correct frequency for the system type (including a seasonal designation)?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. How many RTCR samples are required during each compliance period? <u>180</u>				
8. Is the system collecting at least the minimum number of RTCR samples during each compliance period?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the RTCR Sample Site Plan appropriate and acceptable?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMMENTS AND DISCUSSION FOR SYSTEM MANAGEMENT & OPERATION:

This system does not participate in GWARN

## 8. OPERATOR COMPLIANCE WITH STATE REQUIREMENTS

	YES	NO	N/A	Significant Deficiency
1. Certified Operator? (current certificate) [391-3-5-.14(6), & .39] .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is Operator Certification Class appropriate for size of water system? [391-3-5-.39].....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Operator(s) attend training as required for certification and operation of the water system? [43-51-6(d)]..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is Operator familiar with the operating permit conditions?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### COMMENTS AND DISCUSSION FOR OPERATOR COMPLIANCE WITH STATE REQUIREMENTS:

Defecency of fencing October 6 months timeline

## CONCLUSION

### Summary of Significant Deficiencies:

### Outstanding Performance Determination:

	YES	NO
1. The system has met all permit conditions since the last sanitary survey.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The system has not received any Monitoring/Reporting or MCL violations during the last three (3) years.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The system does not have any significant deficiencies.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If all three (3) of these criteria are met, the system is considered to be an Outstanding Performer.

Community water systems inspections occur once every three (3) years. Non-Community water system inspections occur once every five (5) years. If a community water system is designated as an "Outstanding Performer," the next inspection may be scheduled approximately five (5) years from the date of this inspection. (See "Next Scheduled Sanitary Survey Date" on Page 1 of this report.)

A Sanitary Survey of your water system has been conducted whereby all violations, deficiencies, and recommendations have been recorded within this document under the respective sections of the survey. Corrective actions for violations and deficiencies are to be made as instructed in the cover letter. Failure to make these corrections may result in further enforcement actions. Recommendations are items that would assist you in maintaining and extending the life of your system and should be seriously considered.

Name of Water System Representative Present during Survey: Josh Van Horne

Title:

SUPERVISOR'S REVIEW:

*BPLB*

DATE:

*7/5/22*





## Department of Purchasing & Contract Compliance

### BID TABULATION SHEET Tree Trimming and Brush Clearing

PROJECT NUMBER: 24ITB092324K-CRB  
DATE: Wednesday, November 13, 2024  
TOTAL NUMBER OF BIDDERS: 4

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
Good Choice X-pert Tree Service, LLC	YES	\$130,604.00	YES	1798896
Opterra Solutions, Inc.	YES	\$155,822.00	YES	2207977
Relmage General Contractors, LLC	YES	\$265,000.00	YES	1729423
Total Outdoor, LLC	YES	\$139,050.00	YES	1152434

\*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.



**DEPARTMENT OF PUBLIC WORKS  
INTEROFFICE MEMORANDUM**

**TO:** Felicia Strong-Whitaker, Purchasing  
**FROM:** Terry I. Peters, Deputy Director *TIP*  
**DATE:** January 10, 2025  
**SUBJECT:** 24ITB09232K-CRB, Standby Miscellaneous Construction- Water System Services

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The Public Works Department recommends award of the above referenced contract to:

**Good Choice X-pert Tree Service, LLC** in amount not to exceed \$130,604.00

The vendor has not previously provided professional services to the Fulton County Public Works Department as a prime contractor.

Funding is available in the following account: 203-540-5400-H065

Terry I. Peters, Interim Deputy Director, Public Works  
Gerald Pace, Deputy Director, Administration, Public Works  
Darlene Banks, Assistant Purchasing Agent, Purchasing







# Fulton County Board of Commissioners

## Agenda Item Summary

Agenda Item No.: 25-0106

Meeting Date: 2/5/2025

### Department

Public Works

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

Request approval of a recommended proposal - Atlanta-Fulton County Water Resources Commission ("AFCWRC"), RFP# 24RFP0820K-DB, Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility, owned jointly between the City of Atlanta and Fulton County, to Veolia Water North America - South, LLC (Veolia Water) / Khafra Operations Services, LLC, a Joint Venture (Atlanta, GA) in the amount of not to exceed \$6,192,307.00 to provide operation and maintenance services for the Atlanta-Fulton County Water Treatment Facility ("AFCWTF") effective April 1, 2025 through March 31, 2030 with one, five-year renewal option.

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

In accordance with the State of Georgia O.C.G.A. §36-60-15.1 and Purchasing Code Section 102-415, competitive sealed proposals for the operation and maintenance of water treatment systems by private entities 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:** Fulton County Government is a co-owner of the Atlanta-Fulton County Water Treatment Facility (a.k.a. Tom Lowe) and this contract will provide operation and maintenance services for this facility. This operation and maintenance services provided under the contract include

the raw water intake pumping station, raw water transmission mains, raw water reservoirs, sludge dewatering and disposal, clearwells, finished water pump station, maintenance building, administrative building, and environmental water features and grounds.

The facility has the capacity to provide 90 million gallons per day (MGD) of potable water to Fulton County Department of Public Works and the City of Atlanta Department of Watershed Management. The main service areas that utilize this water are north of the Chattahoochee River, by Fulton County, and most of Sandy Springs, by the City of Atlanta. During 2024, the Tom Lowe facility provided 16.925 billion gallons of water with an average daily production of 46.25 million gallons and a peak day of 70.48 million gallons.

This procurement was issued on behalf of the AFCWRC as a joint procurement between Fulton County's Department of Purchasing & Contract Compliance and the City of Atlanta's Department of Procurement. The selection process was jointly conducted by the AFCWRC General Manager, representatives from the City of Atlanta's Department of Watershed Management, and Fulton County's Department of Public Works.

This contract must be approved by Fulton County, the City of Atlanta, and the Atlanta-Fulton County Water Resources Commission Board of Directors. The contract term is from April 1, 2025 through March 31, 2030. The annual contract fees are subject to an annual Consumer Price Index adjustment of one hundred percent (100%).

Fulton County's share of this contract is approximately 66 percent based on the amount of water it utilizes compared to the City of Atlanta. Therefore, Fulton County's anticipated amount of this contract will be approximately \$4,086,922.00. These costs are funded through the Water & Sewer Revenue Fund (201).

See the table below for Year 1 - 5 costs. Years 2 - 5 \*\* assumes a CPI of 3%, actual annual contract value will be based on the CPI for the year

Year 1 (April 1, 2025 - March 31, 2026)	\$6,192,307.00
Year 2 (April 1, 2026 - March 31, 2027)**	\$6,378,976.21
Year 3 (April 1, 2027 - March 31, 2028)**	\$6,569,418.50
Year 4 (April 1, 2028 - March 31, 2029)**	\$6,969,496.08
Year 5 (April 1, 2029 - March 31, 2030)**	\$7,178,580.97

**Community Impact:** North Fulton County and Sandy Springs residents and businesses rely on water produced by the Tom Lowe facility to meet their water consumption needs. Without this operations and maintenance contract, Fulton County and the City of Atlanta will need to operate the plant with existing staff.

**Department Recommendation:** The Department of Public Works recommends approval of this contract award.

**Project Implications:** Since the facility was constructed in the early 1990s, the operation and

maintenance of the facility has been undertaken by a 3<sup>rd</sup> party operator. This proposed contract continues that approach.

**Community Issues/Concerns:** No known issues or concerns have been raised by the community regarding this contract or the performance of past contractors.

**Department Issues/Concerns:** The Department of Public Works does not have any issues or concerns regarding this contract. The recommended JV (Veolia/Khafra) has been providing the service for several decades and has performed well.

**Contract Modification:** This is a new procurement.

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

**Contract Value:** \$6,192,307.00

**Prime Vendor:** Veolia Water North America North/Khafra Operation Services (50/50)  
JV

**Prime(s) Status:** Veolia Non-Minority/Khafra African American Male Business

**Location:** Atlanta, GA

**County:** Fulton County

**Prime Value:** \$5,046,730.21 or 81.50%

**Subcontractor:** Khafra Engineering Consultants, Inc.

**Subcontractor Status:** African American Male Business Enterprise

**Location:** Atlanta, GA

**County:** Fulton County

**Contract Value:** \$239,642.28 or 3.87%

**Subcontractor:** Let Us Love Your Lawn

**Subcontractor Status:** African American Female Business Enterprise

**Location:** Stone Mountain, GA

**County:** Dekalb County

**Contract Value:** \$159,761.62 or 2.58%

**Subcontractor:** Slater Infrastructure Group d/b/a Multi-Energy Group,  
LLC

**Subcontractor Status:** African American Female Business Enterprise

**Location:** Alpharetta, GA

**County:** Fulton County

**Contract Value:** \$536,873.02 or 8.67%

**Subcontractor:** D. Clark Harris

**Subcontractor Status:** White Female Business Enterprise

**Location:** Fayetteville, GA

**County:** Fayette County

**Contract Value:** \$36,534.61 or 0.59%

**Subcontractor:** Jackson Janitorial & Facilities Maintenance, LLC  
(Bateman & Styles, LLC)

**Subcontractor Status:** African American Female Business Enterprise

**Location:** Toccoa, GA

**County:** Stephens County

**Contract Value:** \$30,961.54 or 0.50%%

**Subcontractor:** McPherson Trucking, Inc

**Subcontractor Status:** Non-Minority

**Location:** Dawsonville, GA

**County:** Dawson County

**Contract Value:** \$107,746.14 or 1.74%

**Subcontractor:** Grogan Waste Services

**Subcontractor Status:** Non-Minority

**Location:** Cumming, GA

**County:** Forsyth County

**Contract Value:** \$2,476.92 or 0.04%

**Subcontractor:** EMCOR Services Aircond

**Subcontractor Status:** Non-Minority

**Location:** Austell, GA

**County:** Cobb County

**Contract Value:** \$31,580.66 or 0.51%

**Total Contract Value:** \$6,192,307.00 or 100.00%

**Total Certified Value:** \$3,527,138.07 or 56.96%

### **Exhibits Attached**

Exhibit 1: Evaluation Committee Recommendation Letter

### **Contact Information**

David Clark, Director, Public Works, (404) 612-0824

### **Contract Attached**

No

### **Previous Contracts**

Yes

**Total Contract Value**

Original Approved Amount: \$0.00  
Previous Adjustments: \$0.00  
This Request: \$6,192,307.00  
TOTAL: \$6,192,307.00

**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:**

431-540-5491-1160: At//Fulton Water Resource Comm, Public Works, Professional Services  
\$6,192,307.00

Key Contract Terms	
Start Date: 4/1/2025	End Date: 3/31/3030
Cost Adjustment:	Renewal/Extension Terms: O 5yr. Renewal Option

**Overall Contractor Performance Rating:**

**Would you select/recommend this vendor again?**

Choose an item.

**Report Period Start:**      **Report Period End:**





## INTEROFFICE MEMORANDUM

**TO:** Felicia Strong-Whitaker, Chief Purchasing Agent  
Department of Purchasing & Contract Compliance

**FROM:** Evaluation Committee Recommendation Letter

**DATE:** January 13, 2025

**PROJECT:** #24RFP0820K-DB; Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility.

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Department of Public Works.

Two (2) qualified firm submitted a proposal for evaluation and consideration for award of this project:

1. Jacobs Engineering Group, Inc. & Corporate Environmental Risk Management (Tom Lowe JV Partners)
2. Veolia Water North America – South, LLC & Khafra Operation Services, LLC. – a Joint Venture

After review and scoring of the Technical Proposal, both firms were found to be reasonably susceptible for award. Oral Interviews were continued with both firms and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **Veolia/Khafra** with a total score of **90.51** is the recommended vendor for the award of #24RFP0820K-DB; Operation & Maintenance Services for the Atlanta-Fulton County Water Treatment Facility.

Evaluation Committee Recommendation Letter  
January 13, 2025  
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The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

**SELECTION COMMITTEE MEMBERS:**

DocuSigned by:

*David Clark*

David Clark, Director  
Public Works

DocuSigned by:

*Kathy Crews*

Kathy Crews, General Manager/CAO  
Atlanta Fulton County Water Resource Commission

Signed by:

*Patrick Person*

Patrick Person, Water Distributions System Manager  
Public Works

DocuSigned by:

*Quinton Fletcher*

Quinton T. Fletcher, Deputy Commissioner  
Office of Water Treatment Reclamation

Evaluation Committee Recommendation Letter  
 January 13, 2025  
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EVALUATION CRITERIA	WEIGHT	Jacobs/CERM JV	Veolia/Khafra JV
Technical Approach	20	18.75	16.25
Project Team Qualification	15	15	13.13
Qualifications of Key Personnel	15	12.19	15
Relevant Project Experience	20	13.75	18.75
Availability of Key Personnel	10	9.38	9.38
Local Preference	5	5	5
Service Disabled Veterans Preference	2	0	0
Cost Proposal	13	11.25	13.00
TOTAL SCORE:	100.00	85.32	90.51

*\*To sum Total Score columns highlight the row and press F9*





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0107

**Meeting Date:** 2/5/2025

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

Request approval of a Resolution to amend Fulton County's current approved FY2025 budget by approving an increase to the total budget provided to the Department of Arts and Culture by an additional amount of \$1,700,000.00 for the Contracts for Services ("CFS") Program to maintain the current level of services provided in FY2024 and recent years; and for other purposes.

**(Barrett/Arrington)**

1 **RESOLUTION TO AMEND FULTON COUNTY'S CURRENT APPROVED**  
2 **FY2025 BUDGET BY APPROVING AN INCREASE TO THE TOTAL BUDGET**  
3 **PROVIDED TO THE DEPARTMENT OF ARTS AND CULTURE BY AN**  
4 **ADDITIONAL AMOUNT OF \$1,700,000.00 FOR THE CONTRACTS FOR**  
5 **SERVICES ("CFS") PROGRAM TO MAINTAIN THE CURRENT LEVEL OF**  
6 **SERVICES PROVIDED IN FY2024 AND RECENT YEARS; AND FOR OTHER**  
7 **PURPOSES.**

8  
9 **WHEREAS**, O.C.G.A. § 36-81-3 provides that counties have the authority  
10 to adopt an ordinance to establish their own fiscal year and budget preparation  
11 process; and

12 **WHEREAS**, the Board of Commissioners of Fulton County has determined  
13 that it is in the best interest of Fulton County to have a streamlined budget  
14 preparation process that provides the necessary legal requirements and removes  
15 previous time consuming and burdensome practices; and

16 **WHEREAS**, O.C.G.A. § 36-81-3 provides that a county may amend its  
17 budget to adapt to changing governmental needs during the budget period; and

18 **WHEREAS**, O.C.G.A. § 36-81-3(d) provides that amendments shall be  
19 made as follows:

20 (1) Any increase in appropriation at the legal level of control of the local  
21 government, whether accomplished through a change in anticipated revenues in  
22 any fund or through a transfer of appropriations among departments, shall require  
23 the approval of the governing authority. Such amendment shall be adopted by  
24 ordinance or resolution; and

25 (2) Transfers of appropriations within any fund below the local government's  
26 legal level of control shall require only the approval of the budget officer; and

27 (3) The governing authority of a local government may amend the legal level



1 of control to establish a more detailed level of budgetary control at any time during  
2 the budget period. Said amendment shall be adopted by ordinance or resolution;  
3 and

4 **WHEREAS**, the legal level of control for Fulton County is the departmental  
5 level; and

6 **WHEREAS**, the Fulton County Department of Arts and Culture  
7 (“Department of Arts and Culture”) was established in 1991 as a Fulton County  
8 department consisting of full-time professional staff members who recommend  
9 policy to the Board of Commissioners on arts-related programs and administer  
10 Fulton County’s arts programs, facilities, and contracts; and

11 **WHEREAS**, it is the function of the Department of Arts and Culture to  
12 pursue quality arts programming by supporting the development of local artists,  
13 arts organizations, arts institutions, and cultural programming for Fulton County  
14 residents; and

15 **WHEREAS**, the Department of Arts and Culture also serves as Fulton  
16 County’s funding agency to support arts-related programs and services provided  
17 by Fulton County-based nonprofit arts organizations to Fulton County residents  
18 through the Contracts for Services (“CFS”) Program; and

19 **WHEREAS**, the CFS Program provides general operating and project  
20 support to nonprofit and tax-exempt organizations, arts and culture organizations,  
21 cultural institutions, colleges, universities, and government units that produce or  
22 present ongoing public arts programming for Fulton County citizens; and

23 **WHEREAS**, CFS funded programs have historically stimulated

1 neighborhood growth, supported economic development, and provided jobs; and

2 **WHEREAS**, on January 29, 2025, the Board of Commissioners approved  
3 the FY2025 Final Adopted Budget and FY2025 Budget Resolution (the “FY2025  
4 Final Budget”) through Agenda Item 25-0070; and

5 **WHEREAS**, the FY2025 Final Budget that was approved on January 29,  
6 2025 includes a budget of \$6,090,899.00 for the Department of Arts and Culture;  
7 and

8 **WHEREAS**, this budget of \$6,090,899.00 for the Department of Arts and  
9 Culture does not include the requested \$1,700,000.00 budget enhancement to  
10 fund the CFS Program; and

11 **WHEREAS**, the Department of Arts and Culture requires additional funding  
12 in the amount of \$1,700,000.00 to provide necessary cultural programs and arts-  
13 related services to Fulton County residents through the CFS Program; and

14 **WHEREAS**, the Board of Commissioners recognizes that it has historically  
15 approved the Department of Arts and Culture’s requested budget enhancements  
16 for the CFS program; and

17 **WHEREAS**, Fulton County has the financial ability to support additional  
18 funding for the CFS program stemming from its practice of over estimating funding  
19 requirements placed in non-agency contingencies, which often results in under-  
20 runs in actual yearly expenditures; and

21 **WHEREAS**, the Board of Commissioners finds it to be in the best interests  
22 of its residents to utilize a portion of the funds in Non-Agency and to utilize any  
23 underruns that may occur in the 2025 budget to increase the Department of Arts

1 and Culture's FY2025 budget by \$1,700,000.00 to fund the CFS Program.

2 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of  
3 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d) and Fulton County  
4 Code § 2-261, the Non-Agency line shall be reduced by \$1,700,000.00 and the  
5 budget of the Department of Arts and Culture shall be increased by \$1,700,000.00  
6 to fund the Contracts for Services (CFS) Program to maintain the level of services  
7 provided in FY2024 and recent years.

8 **BE IT FURTHER RESOLVED**, that the Finance Department is directed to  
9 identify the appropriate funding lines for effectuating such transfers and place the  
10 resulting budget soundings item on the agenda of the next Board of  
11 Commissioners meeting for approval.

12 **BE IT FURTHER RESOLVED THAT** all resolutions or parts thereof in  
13 conflict herewith are hereby repealed.

14 **SO PASSED AND ADOPTED**, this 5<sup>th</sup> day of February, 2025.

15  
16 **FULTON COUNTY BOARD OF**  
17 **COMMISSIONERS**

18  
19 **Sponsored by:**

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23 \_\_\_\_\_  
24 Dana Barrett, Commissioner  
25 District 3

26 **Co-Sponsored by:**

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30 \_\_\_\_\_  
31 Marvin S. Arrington, Jr., Commissioner  
32 District 5

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ATTEST:

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Tonya R. Grier  
Clerk to the Commission

APPROVED AS TO FORM:

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Y. Soo Jo  
County Attorney





# Fulton County Board of Commissioners

## Agenda Item Summary

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**Agenda Item No.:** 25-0108

**Meeting Date:** 2/5/2025

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### Department

External Affairs

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

Presentation: 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:



**Department Issues/Concerns:**

**Fiscal Impact / Funding Source**

**Funding Line 1:**

n/a



**Fulton County Board of Commissioners  
February 5, 2025**

**2025 Legislative  
Session Update**

1

# Legislative Session Overview

- The House Chamber is working on the Amended Fiscal Year 2025 Budget ([House Bill 67](#)) in Appropriations subcommittee meetings.

# Fulton County Delegation Overview

- The Joint Fulton County Delegation held a meeting on Thursday, January 28. The Department of External Affairs presented the 2025 Legislative Agenda and requested support for upcoming local legislation.
- The next meeting will be on Thursday, February 6 at 4 p.m. in CAP 216.

Resources for Superior Court Judges & Judicial Officers

Resources for State Court Judges

Support for State Funding for Behavioral Health Resources

Online Publication of Legal Notices

Transit Board Representation

Amendment to Fulton County Housing Authority

Resident Commissioner Requirements

Support for Legislative Proposals for Child Attorneys

Clarification of Purchasing Powers for Constitutional Officers

Premises Liability Reform

Next Generation 911

Support for Medicaid Expansion

Change Personal Property and Freeport Return Dates

Authorize Digital Court Reporting

Raise Highschool Dropout Age (Youth Commission)



**FULTON  
COUNTY**

# **2025 State Legislative Agenda**

## Primary Policy Priority: Judicial Resources – Superior Court

- Fulton County requests at least one additional judgeship for Superior Court to more effectively manage the Circuit's high volume of cases and its unique level of complex cases.
  - Distribution and review of current caseload comparisons with other Circuits.
- Fulton County seeks approval of local legislation to authorize Superior Court judicial officers to handle non-serious felony and civil cases by assignment of the Chief Judge. Increasing the authority of judicial officers, who currently handle only family law cases, will create greater efficiency with the case management process.
  - Lobbying Team is securing legislative sponsors.
  - County Attorney's office is on standby for legal notices.

## **Primary Policy Priority: Judicial Resources – Additional State Court Judges**

Fulton County seeks the allocation of two additional State Court judges, increasing the Court from 10 to 12 judges.

- Lobbying Team is securing delegation sponsors.
- County Attorney's office is on standby for legal notices.



## **Primary Policy Priority: Ongoing State Investment – Behavioral Health**

Fulton County seeks ongoing state funding for Behavioral Health beds, as recommended in the 2023 Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) bed study. This includes:

- Additional funding for Behavioral Health Crisis Centers
  - Monitoring DBHDD proposed budget.
- Increased availability of mental health beds for justice-involved individuals.
  - Monitoring proposed budget for DBHDD and Georgia Department of Corrections.

# House Bill 75: Justice for Peanut and Fred Act

- **Sponsors:** Representatives Ridley of the 22nd, Ridley of the 6th, Horner of the 3rd, Tarvin of the 2nd, Chastain of the 7th, and others
- **Committee:** House Agriculture & Consumer Affairs
- **Summary:**
  - Amends Georgia's animal protection laws, specifically addressing the impounding and care of domesticated animals. The bill defines "domesticated animal" to include pets such as dogs, cats, birds, fish and reptiles but excludes livestock. The bill sets guidelines for humane care of impounded animals, including the requirement for necessary veterinary services, and allows private contractors to assist with their care.
  - Euthanasia of an impounded animal can only occur with a court order, after a judge determines it is the most humane option following a hearing. The bill holds government agencies liable for up to \$5,000 if their negligence results in harm to an impounded animal.
  - Allows for the sale or euthanasia of animals that are not returned to their owners, with proceeds from sales used to cover care costs, and any remaining funds either going to the state or local government or the animal's owner.

## House Bill 85: Superior Court Judicial Compensation Reform Act

- **Sponsors:** Representatives Leverett of the 123rd, Efstration of the 104th, Burchett of the 176th, Hong of the 103rd, Gunter of the 8th, and others
- **Committee:** House Judiciary
- **Status:** First committee hearing on Tuesday, January 28
- **Summary:** Proposes several changes to the compensation structure for superior court judges in Georgia. Key provisions include:
  - **Compensation Adjustments:** Starting July 1, 2025, superior court judges can opt to receive a new compensation package based on a combination of state salary and locality pay, replacing county salary supplements. Judges in office on this date will have the option to choose this new compensation system without any reduction in their current pay or benefits.
  - **Grandfathering of Judges:** Judges who do not opt into the new system will continue to receive their current compensation, including any county supplements, ensuring no pay decrease during their term.
  - **Locality Pay:** Counties can provide up to 10% of the state annual salary in locality pay to superior court judges, but this replaces existing county salary supplements. Chief judges may still receive additional supplements.
  - **Suspension of Local Laws:** From July 1, 2025, until July 1, 2026, local laws that link the compensation of other officials to superior court judges' salaries will be suspended, preventing automatic increases in those officials' pay based on superior court judges' salary changes.
  - **Retirement Benefits:** Judges who opt into the new system will retain their existing retirement benefits, including those related to locality pay.

## Legislative Calendar ([SR 6](#)) & Events at the State Capitol

- February 6: Legislative Days 13
- February 10: Legislative Day 14
- February 11: Legislative Day 15
- February 12: Legislative Day 16
- February 13: Legislative Day 17
- March 6: Legislative Day 28 (*Crossover Day*)
- April 4: Legislative Day 40 (*Sine Die*)



- Georgia Council on Aging and Coalition of Advocates for Georgia's Elderly Senior Day on **Tuesday, February 11**
- Fulton Day at the State Capitol on **Thursday, February 20**
- ACCG Capital Connection Conference on **Monday, February 24-Tuesday, February 25**

*More events included in weekly written reports*