

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

April 2, 2025
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

Robert L. Pitts, Chairman (At-Large)
Bridget Thorne, Commissioner (District 1)
Bob Ellis, 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**25-0224 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.

25-0225 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Marilyn J. Arrington Appreciation Day." **(Arrington)**
March 4, 2025

Proclamation recognizing "Shawty Lo Remembrance Day." **(Abdur-Rahman)**
March 20, 2025

Proclamation recognizing "Alfred Fox Uhry Appreciation Day." **(Barrett)**
March 30, 2025

Commissioners' District Board Appointments**25-0226 Board of Commissioners**

FULTON-DEKALB HOSPITAL AUTHORITY d/b/a GRADY HEALTH SYSTEM

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

Term = Staggered terms of four (4) years

Term below expired: 12/31/2024
Eric V. Thomas **(Hall)**

Commissioner Ivory has nominated V. Leah Johnson to replace Eric V. Thomas for a District appointment to a term ending December 31, 2028.

25-0227 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: 12/31/2023

Bill Eisenhauer (**Hall**)

Commissioner Ivory has nominated Cory Ellis to replace Bill Eisenhauer for a District appointment to a term ending December 31, 2027.

25-0228 Board of Commissioners**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROCESS
CITIZEN REVIEW PANEL**

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

Term = 2 years

Term below expired: 12/31/2024

Vacant (**Ivory**)

Commissioner Ivory nominated W. Forrest Coley Jr. for a District appointment to a term ending December 31, 2026.

25-0229 **Board of Commissioners**
FULTON COUNTY COMMUNITY ZONING BOARD

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

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

Term below expired: 12/31/2016
Clifton W. Jenkins (**District 4**)

Commissioner Ivory has nominated Ricky Clark for a District appointment to a term ending December 31, 2026.

25-0230 **Board of Commissioners**
FULTON COUNTY HOMELESS CONTINUUM OF CARE (CoC)

One (1) representative will be nominated by each of the Commission Districts for a total of seven (7) members; this includes one representative from District 1, 2, 3, 4, 5, 6, 7. Each representative will serve a two-year term and could be re-appointed to serve additional terms. Notwithstanding the foregoing, no term of any member nominated by a District Commissioner shall extend beyond the term of the District Commissioner who nominates that member.

Term = 2 Years

Term below expired: 12/31/2024
Vacant (**Ivory**)

Commissioner Ivory has nominated Lewanna Tucker for a District appointment to a term ending December 31, 2026.

25-0231 Board of Commissioners

FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

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

Term = 3 Years

Term below expired: 12/31/2024

Vacant (**Ivory**)

Commissioner Ivory has nominated Gloria Wynn for a District appointment to a term ending December 31, 2027.

25-0232 Board of Commissioners

FULTON COUNTY VETERANS' EMPOWERMENT COMMISSION, INC.

Term = 3 Years

Term below expired: 12/31/2024

James Currie (**Pitts**)

Chairman Pitts has nominated David Pratt to replace James Currie for a District appointment to a term ending December 31, 2027.

25-0233 Board of Commissioners

HOUSING AUTHORITY OF FULTON COUNTY

Nine (9) members serve on this authority. Seven (7) regular members (each Commissioner appoints one person to serve) and two (2) housing resident members are appointed by the Board of Commissioners. The enabling statute calls the Housing Authority Board members "Commissioners."

Term = 5 Years for BOC Appointees, 1 Year for Resident Members

Term expires: 7/13/2026

Vacant (**Ivory**)

Commissioner Ivory has nominated Sule Carpenter for a District appointment to an unexpired term ending July 13, 2026.

25-0234 Board of Commissioners**RESIDENTIAL CARE FACILITIES FOR THE ELDERLY AUTHORITY OF FULTON COUNTY**

Seven (7) directors appointed by the Board of Commissioners for initial terms of 2, 4, and 6 years, and thereafter for staggered terms of six (6) years. In the event of vacancies (RCM January 18, 1989, item #29) the Board of Commissioners shall appoint a person to serve.

Term = 6 years

Term below expires: 12/3/2026

Vacant (**Ivory**)

Commissioner Ivory has nominated Trudye Nesbit for a District appointment to an unexpired term ending December 31, 2026.

25-0235 Board of Commissioners**ADMINISTRATIVE HEARING OFFICERS**

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Term = 2 Years

Commissioner Ivory has nominated Raemona Miller for an appointment to a two-year term.

25-0236 Board of Commissioners**ADMINISTRATIVE HEARING OFFICERS**

Two-year terms pursuant to Section 34-67(a) of the Fulton County Civil Service Act.

Term = 2 Years

Commissioner Ivory has nominated Evita Gallard for an appointment to a two-year term.

**Development Authority of Fulton County TEFRA
(Tax Equity Fiscal Responsibility Act)**

25-0237 Board of Commissioners

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (The Swift Learning Center, Inc. Project), Series 2025, in an amount not to exceed \$2,625,000.00 (the "Bonds").

Open & Responsible Government**25-0238 Human Resources Management**

Request approval of an Independent Contractor Agreement between E. Anthony Daniels, P.C. and Fulton County for E. Anthony Daniel, P.C. to provide legal counsel and representation as an independent contractor to the Grievance Review Committee in an amount not to exceed \$35,098.00. Effective January 1, 2025 - December 31, 2025 with two (2) one-year renewal options.

25-0239 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Administrative Manager (grade 24) and Division Manager, External Affairs (grade 27); changing the classification titles of Division Manager, Communications, Division Manager, Intergovernmental Affairs, and Division Manager, FGTV to the new title of Division Manager, External Affairs at the same pay grade of 27; changing all department specific Administrative Manager classification titles to the new consolidated title of Administrative Manager at the same pay grade of 24; and by abolishing classification titles that are no longer in use.

25-0240 Registration & Elections

Request approval of an Intergovernmental Agreement, Registration & Elections, to conduct Special Elections in conjunction with the Public Service Commission Primary / Municipal Primary on June 17, 2025, and the Public Service Commission Primary / Municipal Primary Runoff on July 15, 2025, for City of Palmetto.

25-0241 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 0 Davis Drive, Alpharetta, GA 30009.

25-0242 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 Margaret M. Strain, Revocable Trust, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 1665 Spinnaker Drive, Alpharetta, Georgia 30005.

25-0243 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 water line easement area at 0 Davis Drive, Alpharetta, Georgia 30009.

25-0244 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 0 Davis Drive, Alpharetta, Georgia 30009.

25-0245 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 12,098 square feet to Fulton County, a political subdivision of the State of Georgia, from Above and Beyond Investment, LLC, for the purpose of constructing the 422 Hilderbrand Drive Project at 422 Hilderbrand Drive NE, Sandy Springs, Georgia 30328.

25-0246 Real Estate and Asset Management

Request approval of a Water Vault Easement Dedication of 9 square feet to Fulton County, a political subdivision of the State of Georgia, from O CHK, Inc., owner, for the purpose of constructing the McAlister's Deli Project at 1555 Holcomb Bridge Road, Roswell, Georgia.

25-0247 Real Estate and Asset Management

Request approval of a Resolution authorizing a Master Lease Agreement between Fulton County, Georgia (Lessor) and MicroLife Institute, Inc. (Lessee) for County-owned real estate located at 4807 Cochran Road, Union City, Georgia, for the development of a community of cottage homes thereon; authorizing the Chairman to execute the Master Lease Agreement and related documents; authorizing the County Attorney to approve the Master Lease Agreement and related documents as to form and to make modifications thereto prior to execution. Effective upon BOC approval.

Health and Human Services

25-0248 Public Works

Request approval of a change order less than 10% - Public Works, 22ITB134130K-JAJ, Graham Drive Pump Station Upgrades in an amount not to exceed \$1,154,861.00 with Reeves Young, LLC (Sugar Hill, GA), to provide construction services associated with modernization and upgrade of the Graham Drive Pump Station and to extend the contract schedule of work for an additional 125 days thru October 1, 2025. Effective upon BOC approval.

25-0249 Public Works

Request approval to extend an existing contract - Public Works Department, 23RFP139070K-JAJ, Progressive Design Build of Campbellton Pump Station with Sol Construction (Atlanta, GA) to continue to provide design services associated with determining the 80% guaranteed maximum price (GMP) for the pump station and force main at no additional cost. Time extension only. Effective upon BOC approval through May 2, 2025.

25-0250 Public Works

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and Clayton County Water Authority for sanitary sewer services related to the Brittany and Normandy subdivisions and billing services related to the Lake Royale subdivision for a period of 20 years. Effective upon approval by the BOC.

25-0251 Senior Services

Request approval of the assignment of an existing contract, 23ITB125742A-BK, Swimming Pool Maintenance Services from United Pool Maintenance, LLC to United Pool Maintenance of Georgia, LLC, which is a change in the name of United Pool Maintenance, LLC. Effective upon BOC approval.

Justice and Safety**25-0252 District Attorney**

Request approval of the 2025 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County District Attorney Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

FIRST REGULAR MEETING AGENDA**25-0253 Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

25-0254 Clerk to the Commission

Ratification of Minutes.

First Regular Meeting Minutes, March 5, 2025

Second Regular Meeting Post Agenda Minutes, March 19, 2025

25-0255 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "B.E.S.T. Academy Varsity Boys Basketball Championship Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Tri-Cities High School Varsity Boys Basketball Championship Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Creekside High School Varsity Girls Basketball Championship Appreciation Day." **(Arrington/BOC)**

PUBLIC HEARINGS**25-0256 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.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****25-0257 Finance**

Presentation, review, and approval of April 2, 2025, Budget Soundings and Resolution.

25-0258 Finance

Request approval to renew an existing contract and increase spending authority - Finance Department, 24ROTH1113C-MH, Temporary Staffing Services in the amount of \$246,480.00 with Roth Staffing Companies L.P. to provide temporary accounting staffing services. This action exercises the only renewal option. No renewal option remains. Effective dates: April 1, 2025 through December 31, 2025.

25-0259 Human Resources Management

Request approval of a recommended proposal - Department of Human Resources Management, 24RFP1325481B-PS, Family and Medical Leave Act (FMLA) Administration Services in an amount not to exceed \$109,796.00 with Sedgwick Claims Management, Inc. (Memphis, TN) to provide comprehensive FMLA administration for the Fulton County workforce upon execution of contract through December 31, 2025, with two renewal options.

25-0260 Information Technology

Request approval to extend an existing contract - Information Technology, 20RFP894152K-BKJ, Office 365 Implementation Services, with B2B Technologies, LLC (Atlanta, GA) at no additional cost to address additional technical support needs arising from the upgrade of the County's IT infrastructure associated with the Office 365 implementation for an additional 12-month period. Time Extension only. Effective upon BOC approval.

25-0261 Real Estate and Asset Management

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 24ITB100324K-JA, Renovation of Airport Administration Air Rescue Firefighting Station - FY2025 in the amount not to exceed \$2,389,000.00 with Sovereign Cooper, Inc. (Cumming, GA) to provide construction/renovation of the upper and lower floors of the west apparatus bay (approximately 7,275 gross square footage) of the Airport Administration Aircraft Rescue Firefighting Station (ARFF), located at 3965 Aero Drive NW, Atlanta GA 30336, for continued use by the Fulton County Executive Airport Administration and to allow the expansion of the Emergency Management Operations. Effective upon issuance of the NTP for 300 calendar days.

25-0262 Real Estate and Asset Management

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 24ITB110124C-MH, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an total amount not to exceed \$1,306,000.00 with (A) QCS Cleaning dba Quality Cleaning Services (Douglasville, GA) in an amount not to exceed \$826,357.00 for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (AFS) (Alpharetta, GA) in an amount not to exceed \$479,643.00 for Group I (Service Centers), to provide the cleaning services for selected Fulton County facilities. Effective upon execution of contracts through December 31, 2025, with two renewal options.

25-0263 Real Estate and Asset Management

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 24RFP092624C-MH, Bus and Shuttle Services in the total amount of \$608,877.00 with MTI Limo and Shuttle Services, Inc. (College Park, GA), to provide bus and shuttle services for Fulton County employees and jurors. Effective upon execution of contract through December 31, 2025, with two renewal options.

Health and Human Services**25-0264 Senior Services**

Request approval to increase the spending authority - Department of Senior Services, 23ITB125742A-BKJ, Swimming Pool Maintenance Services in the amount of \$94,700.00 with United Pool Maintenance, LLC (Roswell, GA) to provide pool maintenance, repair, and preventive maintenance for all four Senior Multipurpose Facilities and for the Department of Real Estate and Asset Management to be responsible for the administration of the contract. Effective upon BOC approval.

25-0265 Public Works

Request approval to increase the spending authority - Department of Public Works, 24ITB230702A-BKJ, Valve Assessment in an amount not to exceed \$363,270.60 with Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL), to provide valve condition assessment services. Effective upon BOC approval.

25-0266 Public Works

Request approval of a recommended proposal - Department of Public Works, RFP 24RFP0808K-DB; the Progressive Design/Build for Johns Creek Environmental Campus Membrane System Replacement, to provide Progressive Design-Build Services ("PDB Services") for the design and construction of Johns Creek Environmental Campus (JCEC) Expansion and Membrane System Upgrade Project Phase. Effective for 180 consecutive days upon issuance of the Notice to Proceed.

Infrastructure and Economic Development**25-0267 Public Works**

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB124532K-JAJ, Runway 8/26 Pavement Rehabilitation in an amount not to exceed \$2,482,900.00, with C.W. Matthews Contracting Company, Inc., to furnish all materials, labor, tools, equipment and appurtenances necessary to provide pavement rehabilitation services to the main runway at the Fulton County Executive Airport. Effective upon issuance of the Notice to Proceed for 180 available days.

Justice and Safety**25-0268 Police**

Request approval to utilize cooperative purchasing - Police Department, City of Atlanta Contract # IFB-IF-APD-2311-1240151, Inspection and Repair Services for Helicopter in the amount not to exceed \$450,000.00 with Rotor Resources, LLC (Hiram, GA), to provide an engine overhaul. Effective dates: Upon BOC approval through December 31, 2025.

COMMISSIONERS' ACTION ITEMS**25-0216 Board of Commissioners**

Request approval of a Resolution consenting to and ratifying the use of existing Fulton County Ad Valorem Property Tax Increment for three (3) projects located in Westside Tax Allocation District 1 - Atlanta/Westside. The 3 projects include (1) an allocation not to exceed \$260,000.00 to aid in the redevelopment of a multifamily building in the English Avenue neighborhood located at 471 English Avenue, N.W., Atlanta, Georgia 30318; (2) an allocation not to exceed \$3,500,000.00 to aid in the stabilization, historic preservation and conversion of vacant property located at 143 Alabama Street, SW, Atlanta, Georgia 30330; and (3) an allocation not to exceed \$400,000.00 to provide three new construction and one redeveloped single-family homes within the English Avenue and Vine City communities by the Westside Future Fund. **(Barrett) (HELD ON 3/19/25)**

25-0269 Board of Commissioners

Request approval of a Resolution approving an Agreement between Fulton County Georgia, the Fulton County Tax Commissioner, and the City of Atlanta, Georgia to provide Judicial in Rem Tax Foreclosure Services concerning Municipal Code Enforcement Liens; authorizing the Chairman to execute the Agreement; authorizing the County Attorney to approve the Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other purposes. **(Pitts)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****25-0270 External Affairs**

Presentation: 2025 State Legislative Session Update.

Justice and Safety**25-0271 Superior Court Administration**

Presentation: Fulton County Superior Court's Accountability Court (FCAC), State Court's Recovery Treatment Court (RTC), and Magistrate Court's Misdemeanor Mental Health Court (MMC) is submitting the following reorganization plan, to begin in April 2025, providing efficient and collaborative service delivery, streamlined administration of similar court treatment programs, and optimization of testing services.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**25-0272 Board of Commissioners**

Discussion and approval of Payroll Deductions for Employee Organizations **(Pitts)**

25-0273 Board of Commissioners

Discussion: Approximately 800 authorized, funded vacant positions **(Pitts)**

EXECUTIVE SESSION**25-0274 Board of Commissioners**

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

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0225

Meeting Date: 4/2/2025

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Marilyn J. Arrington Appreciation Day.” **(Arrington)**
March 4, 2025

Proclamation recognizing “Shawty Lo Remembrance Day.” **(Abdur-Rahman)**
March 20, 2025

Proclamation recognizing “Alfred Fox Uhry Appreciation Day.” **(Barrett)**
March 30, 2025



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0237

Meeting Date: 4/2/2025

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

Execution by Chairman Robert L. Pitts of a TEFRA (Tax Equity Fiscal Responsibility Act) for documentation pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (The Swift Learning Center, Inc. Project), Series 2025, in an amount not to exceed \$2,625,000.00 (the "Bonds").

Atlanta Office
171 17th Street NW, Suite 2100
Atlanta, GA 30363-1031
Direct phone: 404.873.8124
Direct fax: 404.873.8125

March 24, 2025

Via Hand Delivery

Ms. Tonya Grier
Clerk to the Commission
Fulton County Board of Commissioners
141 Pryor Street, S.W.
Atlanta, Georgia 30303

Re: Development Authority of Fulton County Revenue Bonds (The Swift Learning Center, Inc. Project), Series 2025

Dear Ms. Grier:

As attorney for the Development Authority of Fulton County (the "Issuer"), I am enclosing herewith for the signature of Chairman Pitts four copies of the TEFRA certificate, with attached standard supporting documentation, pertaining to the proposed issuance of its Development Authority of Fulton County Revenue Bonds (The Swift Learning Center, Inc. Project), Series 2025, in an amount not to exceed \$2,625,000 (the "Bonds"). The Bonds will be issued for the benefit of The Swift Learning Center, Inc., a Georgia nonprofit corporation (the "School"), for the purpose of (a) financing and/or refinancing the costs associated with constructing, improving and equipping educational facilities and other similar facilities located at the campus of the School at 300 Grimes Bridge Road, Roswell, Georgia (main campus address) and 304 Grimes Bridge Road, Roswell, Georgia, for use as a nonprofit educational facility for secondary age children; and (b) financing the costs of issuance of the Bonds (collectively, the "Project"). The owner or operator of the facilities financed or refinanced by the Bonds is the School.

Please note that the School commits to comply with the Issuer's Minority and Female Business Enterprises Policy, which was revised April 22, 2008, in accordance with the Fulton County Board of Commissioners Resolution adopted April 2, 2008, however, since this is a refinancing of existing debt, no new construction is anticipated for the Project.

If you or Chairman Pitts have any questions, please call me. Otherwise, please ask Chairman Pitts to execute the enclosed certificates at his earliest opportunity, and please then return at least three executed certificates with supporting documentation to me at your earliest opportunity for further processing.

March 24, 2025

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Thank you for your cooperation in this matter.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

cc: Mr. Richard Anderson (w/o encl.)
County Manager
cc: Ms. Y. Soo Jo
County Attorney

**CERTIFICATE OF CHAIRMAN OF FULTON COUNTY BOARD OF
COMMISSIONERS REGARDING PUBLIC APPROVAL FOR DEVELOPMENT
AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BONDS FOR
THE SWIFT LEARNING CENTER, INC.**

The undersigned is the Chairman of the Fulton County Board of Commissioners, and as such is the designated chief elected executive official of Fulton County. The Swift Learning Center, Inc., a Georgia nonprofit corporation (the "School") proposes to (a) finance and/or refinance the costs associated with constructing, improving and equipping educational facilities and other similar facilities located at the campus of the School at 300 Grimes Bridge Road, Roswell, Georgia (main campus address) and 304 Grimes Bridge Road, Roswell, Georgia, for use as a nonprofit educational facility for secondary age children; and (b) finance the costs of issuance of the Bonds as defined below (collectively, the "Project").

The Project is to be financed from the proceeds of revenue bonds to be issued by the Development Authority of Fulton County (the "Issuer") in the aggregate principal amount of not to exceed \$2,625,000 (the "Bonds"). The initial owner, operator or manager of the facilities financed or refinanced by the Bonds will be the School.

On March 14, 2025, notice of the public hearing (the "Notice") was published on the website of the Issuer. The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice. A copy of the Publisher's Affidavit including a copy of the Notice is attached as Exhibit "A" to the Certification of Hearing Officer (the "Certification") dated March 24, 2025, which is attached hereto.

On March 24, 2025, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 888-788-0099 (Meeting ID: 852 2801 5916). The Hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard, as evidenced by the Certification, which is attached hereto.


The proceedings have been reviewed and determination made that the issuance of the Bonds is legally proper and a placement/investment letter and a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report has been received, as evidenced by the Exhibits "C", "D" and "E", respectively, to the Certification, which is attached hereto.

Based on the foregoing, the undersigned duly approves the issuance of the Bonds as contemplated by the Notice for the purpose of financing the Project for the School. This approval is solely intended to comply with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property or a claim against Fulton County, the State of Georgia, or a political subdivision thereof.

This _____ day of _____, 2025.

Robert L. Pitts
Chairman, Board of Commissioners of
Fulton County, Georgia

Approved as to form:



Attorney

**CERTIFICATION
RELATIVE TO THE ISSUANCE OF
DEVELOPMENT AUTHORITY OF FULTON COUNTY
PROPOSED REVENUE BONDS
(THE SWIFT LEARNING CENTER, INC.)**

WHEREAS, the DEVELOPMENT AUTHORITY OF FULTON COUNTY (the "Issuer") is considering adoption of or has adopted a Resolution (the "Resolution") providing for the issuance of Development Authority of Fulton County Revenue Bonds related to the Project, in an amount not to exceed \$2,625,000 (the "Bonds"); and

WHEREAS, prior to the adoption of the Resolution, notice of public hearing (the "Notice") was published on March 14, 2025 on the website of the Issuer, as evidenced by the copy of Publisher's Affidavit including a copy of the Notice attached hereto as Exhibit "A". The Notice was designed to apprise residents of Fulton County of the proposed issuance of the Bonds by the Issuer and was published not less than 7 days before the scheduled date of the public hearing referred to in the Notice; and

WHEREAS, on March 24, 2025, a public hearing (the "Hearing") with regard to the issuance of the Bonds was held at 11:00 a.m. via teleconference in accordance with Revenue Procedure 2022-20. The Hearing was accessible to the residents of the approving governmental unit by calling a toll-free telephone number. The public was invited to join by dialing 888-788-0099 (Meeting ID: 852 2801 5916). The Hearing was conducted by the undersigned as authorized hearing officer for the Issuer in a manner that provided a reasonable opportunity to be heard for persons with differing views on both the issuance of the Bonds and the location and nature of the Project; and

WHEREAS, the names and addresses of all parties attending the Hearing, together with a summary of matters discussed at the Hearing, are set forth on the Hearing Report attached hereto as Exhibit "B"; and

WHEREAS, the documents involved in the proposed issuance of the Bonds have been approved by the attorney for the Issuer, as evidenced by an opinion letter attached hereto as Exhibit "C"; and

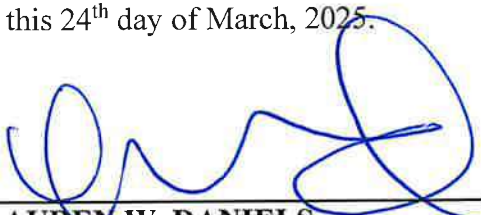
WHEREAS, a placement/investment letter relating to the contemplated placement or underwriting and sale of the Bonds, a copy of which is attached hereto as Exhibit "D", has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a Minority and Female Business Enterprise Policy ("MFBE") Utilization Report, a copy of which is attached hereto as Exhibit "E", has been furnished to the Issuer, as required by procedures adopted by the Board of Commissioners of Fulton County;

WHEREAS, a copy of the Issuer's Minority and Female Business Enterprise Policy is attached hereto as Exhibit "F", as required by procedures adopted by the Board of Commissioners of Fulton County;

NOW, THEREFORE, the undersigned does hereby certify the above facts are true and correct and does request the Board of Commissioners of Fulton County approve the issuance of the Development Authority of Fulton County Revenue Bonds (The Swift Learning Center, Inc. Project), Series 2025, for the purpose of complying with Section 147(f) of the Internal Revenue Code of 1986.

Given under my hand and seal of the Issuer, this 24th day of March, 2025.



LAUREN W. DANIELS
Hearing Officer, Development
Authority of Fulton County

EXHIBIT “A”

(PUBLISHER’S AFFIDAVIT)

TEFRA Notices

- The Swift Learning Center, Inc. (Date Posted: March 14, 2025)
- Spelman College (Date Posted: January 27, 2025)
- RBH Social Impact Atlanta, LLC (Teachers Village) (Date Posted: July 15, 2024)
- Georgia Tech Facilities, Inc. (Curran Street Residence Hall Series 2024 Project) (Date Posted: May 9, 2024)
- RBH Social Impact, Inc. (Teachers Village) (Date Posted: May 9, 2024)
- Georgia Tech Facilities, Inc. (Series 2024A Bonds) (Date Posted: January 31, 2024)
- Union City Leased Housing Associates II, LLP (Shannon Reserve) (Date Posted: January 29, 2024)
- Georgia Tech Facilities, Inc. (Date Posted: October 20, 2023)
- Georgia Tech Athletic Association (Date Posted: September 11, 2023)
- Atlanta International School, Inc. (Date Posted: September 11, 2023)
- Young Men's Christian Association of Metropolitan Atlanta, Inc. (Date Posted: September 18, 2023)
- Shepherd Center, Inc. (Date Posted: October 19, 2022)
- The Westminster Schools, Inc. (Date Posted: October 19, 2022)
- Beverly J. Searles Foundation (Langston Hughes Apartments) (Date Posted: September 12, 2022)
- Beverly J. Searles Foundation (Piedmont Senior Apartments) (Date Posted: September 12, 2022)
- Beverly J. Searles Foundation (Sandtown Senior Apartments) (Date Posted: September 12, 2022)
- Beverly J. Searles Foundation (Shannon Senior Apartments) (Date Posted: September 12, 2022)
- East Point Abbington Point, LP (Date Posted: September 12, 2022)

to search

NOTICE OF PUBLIC HEARING

YOU ARE HEREBY NOTIFIED that on March 24, 2025, at 11:00 a.m., via teleconference in accordance with Revenue Procedure 2022-20 (Dial In: 888-788-0099 and Meeting ID: 852 2801 5916), a PUBLIC HEARING will be held on proposed Revenue Bond to be issued by the Development Authority of Fulton County. The proceeds of the sale of the bond would be loaned to The Swift Learning Center, Inc., and an amount not to exceed \$2,625,000 would be used to: (i) finance and/or refinance the costs associated with constructing, improving and equipping educational facilities and other similar facilities located at the campus of The Swift Learning Center, Inc. at 300 Grimes Bridge Road, Roswell, Georgia (main campus address) and 304 Grimes Bridge Road, Roswell, Georgia, for use as a nonprofit educational facility for secondary age children; and (ii) to finance the costs of issuance of the bond. All facilities will be owned and operated by The Swift Learning Center, Inc. The bond proposed to be issued would not be general obligations of the State of Georgia, Fulton County or the Development Authority of Fulton County, nor would such bond be payable in any manner by taxation, but would be payable solely from payments received pursuant to the loan referred to above. Any person having views on the proposed bond issue or the nature or location of the facilities proposed to be financed and/or refinanced may be heard at such hearing.

THE DEVELOPMENT AUTHORITY OF FULTON COUNTY WILL NOT CONDUCT ANY PERFORMANCE AUDIT OR PERFORMANCE REVIEW WITH RESPECT TO THE BOND AS SUCH TERMS ARE DESCRIBED IN O.C.G.A. SECTION 36-82-100.

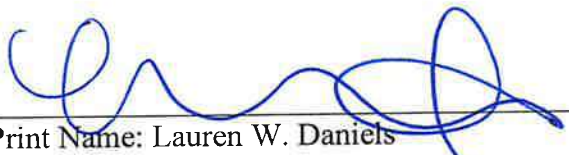
This the 14th day of March, 2025.

DEVELOPMENT AUTHORITY
OF FULTON COUNTY

AFFIDAVIT OF PUBLICATION

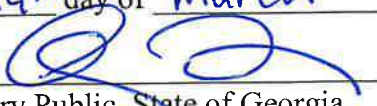
Personally appeared before the undersigned authorized to administer oaths, Lauren W. Daniels, who upon being duly sworn deposes and says as follows:

I am counsel to the *Development Authority of Fulton County*, a public body corporate and politic, duly created by the Development Authorities Law, O.C.G.A. § 36-62-1, *et seq.* and activated by resolution, as amended, of the governing body of Fulton County. Pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (26 C.F.R. § 1.147(f)-1 (2018)), public notice has been given by electronic posting on the public website of the *Development Authority of Fulton County*, the on-behalf-of issuer, as an alternative to the public website of the approving governmental unit. Attached hereto is a true and correct copy of the publication of the TEFRA Notice concerning The Swift Learning Center, Inc., which was published on the *Development Authority of Fulton County* website (<https://www.developfultoncounty.com/tefra-notices>) in an area of the website used to inform its residents about events affecting the residents on the following date: March 14, 2025.



Print Name: Lauren W. Daniels

Sworn to and subscribed before me
this 14th day of March, 2025.



Notary Public, State of Georgia

My commission expires: _____



[NOTARY SEAL]

EXHIBIT “B”

(HEARING REPORT)

1. The names and addresses of all parties present for the Hearing are as follows:

No parties were in attendance.

2. The matters discussed at the Hearing are summarized as follows:

Because no parties were present at the Hearing, no matters were discussed.

EXHIBIT “C”

(LETTER OF AUTHORITY ATTORNEY)

March 24, 2025

The Board of Commissioners
of Fulton County
Atlanta, Georgia

Development Authority of
Fulton County
Atlanta, Georgia

Dear Sir or Madam:

We are delivering this opinion in compliance with the requirements of the Chairman of the Fulton County Commission relative to approval of financing.

This opinion is to accompany the approval of the Issuer and Financing described as follows:

Issuer:	Development Authority of Fulton County
Financing:	Revenue Bonds in the aggregate principal amount not to exceed \$2,625,000 (the “Bonds”)
Borrower:	The Swift Learning Center, Inc.
Project:	To (a) finance and/or refinance the costs associated with constructing, improving and equipping educational facilities and other similar facilities located at the campus of The Swift Learning Center, Inc. at 300 Grimes Bridge Road, Roswell, Georgia (main campus address) and 304 Grimes Bridge Road, Roswell, Georgia, for use as a nonprofit educational facility for secondary age children; and (b) finance the costs of issuance of the Bonds.

Public hearing was held before the Development Authority of Fulton County on March 24, 2025, pursuant to an advertisement appearing on the website of the Development Authority of Fulton County on March 14, 2025.

March 24, 2025

Page 2

In rendering this opinion, with your permission, we have relied conclusively on representations of representatives of the Issuer, the Borrower, or both as to the correctness of the information set forth above.

Based on the foregoing, we are of the opinion that the Issuer is authorized under the laws of the State of Georgia to issue financing for projects of the type and nature described hereinabove pursuant to Article IX, Section VI, Paragraph III, of the Constitution of Georgia of 1983, as amended, the Development Authorities Law (O.C.G.A. 36-62-1 et seq.) and the Revenue Bond Law (O.C.G.A. 36-82-60 et seq.).

This opinion relates solely to the application relating to the Financing identified above as submitted by or on behalf of the Borrower to the Issuer, and is rendered solely to the parties to whom it is addressed. This opinion is not to be used for any other purpose, quoted in whole or in part, relied upon by or delivered to any other person or party.

Sincerely,



Sandra Z. Zayac

SZZ

Enclosures

EXHIBIT “D”

(Placement/Investment Letter)



March 18, 2025

Development Authority of Fulton County
c/o Sandy Zayac
Arnall Golden Gregory, LLP
Atlanta, Georgia

Dear Sir or Madam:

In connection with the public hearing, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, relating to the proposed revenue bonds (the "Bonds") to be issued by the Development Authority of Fulton County (the "Issuer") for the benefit of The Swift School, Inc. (the "Borrower"), Renasant Bank ("Renasant Bank") plans to purchase the Bond(s) upon their issuance. As of the date hereof and based on current market conditions, Renasant Bank expects that it will purchase the Bonds in a maximum principal amount \$2,625,000.

This expectation is based on Renasant Bank's understanding of the transaction as it is presently structured, including Renasant Bank's current knowledge of the operations, tax status, financial results, conditions and prospects of the Borrower and general economic and industry conditions. In addition, Renasant Bank's expectation is based upon the limited information provided by the Issuer and the Borrower to date regarding the transaction and, as Renasant Bank has not had the opportunity to conduct due diligence, Renasant Bank understands that it will be provided the opportunity to conduct thorough due diligence prior to any financing or commitment.

This letter does not represent and should not be construed as a commitment by Renasant Bank or any of its affiliates to underwrite or arrange any financing for the Issuer or the Borrower, including the purchase of the Bond(s), and does not constitute an undertaking or contractual commitment to purchase on a principal or agency basis any debt securities of the Issuer or the Borrower. Any commitment to underwrite the Bonds will be conditioned on the execution of a mutually acceptable loan agreement and will be subject to the following conditions: (i) internal approval from the applicable Renasant Bank approval committees; (ii) satisfactory completion of the financing documents; (iii) satisfactory completion of legal, accounting, financial and other due diligence customary in similar capital markets transactions; and (v) the absence of any material adverse change in the condition, business, results, operations or prospects of the Issuer or the Borrower.

Furthermore, Renasant Bank's proposed purchase of the Bonds will be subject to certain events having not occurred, including but not limited to: (a) any general suspension of, or limitation on prices for, trading in securities in the New York Stock Exchange; (b) any suspension of trading in any securities of the Issuer or the Borrower; (c) any material adverse change in financial market conditions; (d) any declaration of a banking moratorium or any suspension of payments in respect of banks generally in New York or Georgia; or (e) any outbreak or escalation of hostilities or any other calamity or crisis that, in Renasant Bank's judgment, is material and adverse.

Nothing expressed or implied in this letter is intended to create legal relations among Renasant Bank, the Issuer and the Borrower or to constitute representations or warranties on which the Issuer or the Borrower may rely.

This letter has been delivered to you for your informational purposes only, at your request, and is not to be distributed or disclosed to, or otherwise relied upon by, any other person without Renasant Bank's prior written consent, except as required by law.

If you have any questions with respect to this letter, do not hesitate to call the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ryan McShane", is written over a horizontal blue line.

Ryan McShane
Phone: 678-584-7448
Email: ryan.mcshane@renasant.com

201882870.1

EXHIBIT “E”

**(Minority and Female Business Enterprise Policy Utilization Report of
The Swift Learning Center, Inc.)**

This report must be submitted at the earlier of the date of TEFRA approval or final bond resolution, and thereafter, updated reports must be submitted on a quarterly basis, beginning with the first full quarter following the date of final bond resolution, to be received by the tenth day following the last day of the relevant quarter. The report should be mailed/mailed to: Development Authority of Fulton County, 141 Pryor Street, S.W., Suite 2052 (Peachtree Level), Atlanta, Georgia 30303 (sandra.zayac@agg.com). Upon the first submission of this report, please attach a copy of the Borrower's policy on hiring of minorities and females or the Prime Contractor's policy on the utilization of minority and female-owned businesses, as applicable. Please complete the report with "N/A - not applicable for refunding transactions" or mark "Not yet engaged" if contractors or subcontractors have not yet been retained.

REPORTING PERIOD	11/1/2025	PROJECT NAME:	N/A-Refinancing
FROM:		BOND CAPTION:	Dev Auth of Fulton County Rev Bonds (Swift School Project), Series 2025
TO:		PROJECT ADDRESS:	300 Gimes Bridge Road, Roswell, GA 30075

PRIME CONTRACTOR (Identify if MBE)		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period
Name:					
Address:					
Telephone #:					

AMOUNT OF REQUISITION THIS PERIOD: \$

TOTAL AMOUNT REQUISITION TO DATE: \$

SUBCONTRACTOR or VENDOR UTILIZATION (for equipping of Project or acquisition of personal property)

Continue on additional page if necessary

[illegible]

Borrower's Representative: Chris Pomar

(Print Name)

Executed By:

Phone: 678-205-4988

3/17/2025 Email: cpomar@theswiftschool.org

Title: Head of School

EXHIBIT "F"

(Copy of Authority's Minority and Female Business Enterprise Policy Revisions Adopted April 22, 2008)

It is the policy of the Development Authority of Fulton County that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. The Company shall utilize contractors, subcontractors, suppliers and vendors that do not discriminate against employees or employment applicants because of race, color, gender or national origin, in connection with the development of the Project. The Company shall also make a good faith effort to utilize, to the extent feasible and reasonable under the circumstances, minority or female owned enterprises in connection with the development of the Project. In furtherance of this effort, the Company shall furnish to the Authority, at or before the earlier of the date of submission of TEFRA approval documentation, if applicable, or of the final bond resolution, a written report (i) projecting its utilization of minority and female owned business enterprises in connection with the construction and/or equipping of the proposed Project, (ii) identifying all significant contractors, subcontractors, suppliers, or vendors engaged or utilized to date in connection with the development of the Project, and (iii) specifically identifying all minority or female owned contractors, subcontractors, suppliers or vendors engaged or utilized to date. The report shall also identify a Company representative who will be responsible for future contact and information regarding minority and female owned business enterprise utilization in connection with Project construction and/or acquisition of personal property in conjunction with the Project. In addition to the aforementioned initial written report, the Company shall file updated reports with the Authority on a quarterly basis, beginning with the first full quarter following the date of final bond resolution and continuing through the date of completion of the Project. The Company shall also consent to on-site monitoring visits by the Authority to evaluate compliance with the Policy.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0238

Meeting Date: 4/2/2025

Department

Human Resources Management

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

Request approval of an Independent Contractor Agreement between E. Anthony Daniels, P.C. and Fulton County for E. Anthony Daniel, P.C. to provide legal counsel and representation as an independent contractor to the Grievance Review Committee in an amount not to exceed \$35,098.00. Effective January 1, 2025 - December 31, 2025 with two (2) one-year renewal options.

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

Request approval of a contract in accordance with the State of Georgia O.C.G.A. § 36-10-1 Request for Approval of Contractual Agreements shall be forwarded to the Board of Commissioners for approval.

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

Choose an item.

Commission Districts Affected

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

Is this a purchasing item?

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: Provide legal counsel/representation to the Grievance Review Committee. At the request of the County, and without any additional cost to the County, when/if the independent contractor cannot provide legal counsel/representation, for whatever reason, the independent contractor shall be required to provide another attorney to the County to provide these services.

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

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

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

Contract Modification (*Delete this chart only if the Requested Action is for a NEW award. Simply insert the text “New Procurement.” If the Requested Action is for a Contract Modification ((Renewal, Amendment, Change Order, Extension, Increase Spending Authority)), the chart should remain and be completed.*)

New Procurement

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

E. Anthony Daniel, P.C.
2302 Parklake Drive, Suite 670
Atlanta GA 30345
PH. 770-455-8541
Fax 770-457-4631

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

Exhibit 1: Independent Contractor Agreement

Exhibit 2: Contractor Performance Report

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

Kenneth L. Hermon, Jr.
Chief Human Resources Officer
Department of Human Resources Management
PH. 404-613-0923

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Agenda Item No.: 25-0238

Meeting Date: 4/2/2025

Original Approved Amount: 35,098.00

Previous Adjustments:

This Request:

TOTAL: 35,098.00

Fiscal Impact / Funding Source

Funding Line 1:

100-215-2150-1160

Key Contract Terms	
Start Date: 1/1/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: TV (2) one-year renewal options.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

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

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN FULTON COUNTY AND E. ANTHONY DANIEL, P.C.**

THIS INDEPENDENT CONTRACTOR AGREEMENT, entered into this **1st day of January 2025**, by and between FULTON COUNTY (hereinafter "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **E. Anthony Daniel, P.C.**, (hereinafter "Independent Contractor"), collectively (the "Parties").

ARTICLE I - INDEPENDENT CONTRACTOR SERVICES

Paragraph 1.0. The County retains Independent Contractor, and the Independent Contractor accepts retention by the County to render the services as hereinafter defined and required, to perform such services solely in the manner and to the extent required by the Parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the Parties.

Paragraph 1.1. The County acknowledges that it will engage **E. Anthony Daniel, P.C.** as an Independent Contractor to render the services defined and required herein.

ARTICLE II - SCOPE OF DUTIES

Paragraph 2.0. Upon execution of this Agreement, Independent Contractor is obligated to provide the following services for Fulton County: Provide legal counsel/representation to the Grievance Review Committee. At the request of the County, and without any additional cost to the County, when/if the Independent Contractor cannot provide legal counsel/representation for whatever reason, the Independent Contractor shall

be required to provide another attorney to the County to provide these services.

ARTICLE III - COMPENSATION FOR SERVICES

Paragraph 3.0. Independent Contractor agrees to provide services at the rate of **\$1,349.92** to be paid as a vendor by Fulton County bi-weekly and not as an employee through employee payroll. As such, Independent Contractor shall provide the County with their Taxpayer I.D. and invoice the County for the Services performed.

Paragraph 3.1. The total dollar amount of this Contract shall not exceed **\$35,098.00**.

ARTICLE IV - TERMINATION

Paragraph 4.0. In the event that the County determines it no longer requires the services of Independent Contractor, the County may terminate this Agreement by giving thirty (30) calendar days prior written notice (by hand delivery or posting in U.S. Mail) to Independent Contractor. No cause is necessary for termination.

Paragraph 4.1. If through any cause, Independent Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner; or in the event that any of the provisions or stipulations of this Agreement are violated by Independent Contractor; or there is misconduct on the part of Independent Contractor, which reflects upon the good order and services of the County, the County shall there upon have the right to immediately suspend or terminate this Agreement by serving written notice upon Independent Contractor of County's intent to suspend or terminate the Contract. If the Contract is terminated by the County, Independent Contractor will be compensated for the work satisfactorily performed

up to the termination date.

Paragraph 4.2. In the event that Independent Contractor determines it is no longer in its best interest to continue its contractual agreement with the County, Independent Contractor may likewise terminate this agreement by giving thirty (30) calendar days notice in writing (by hand delivery or posting in U.S. Mail) to the County stating the reasons for such termination.

ARTICLE V - INDEPENDENT CONTRACTOR STATUS

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and **E. Anthony Daniel, P.C.**. Independent Contractor shall not accrue sick or vacation leave nor accrue or be eligible for other rights and benefits accorded to full-time County employees. Under no circumstances shall Independent Contractor, its employees, associates or agents be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 5.1. The County will issue to Independent Contractor a Form 1099 for the Services performed as an Independent Contractor.

Paragraph 5.2. Independent Contractor acknowledges that this relationship is not a joint venture and that the Parties do not have any shared business interest other than the Independent Contractor successfully completing the contracted for Services and Duties.

Paragraph 5.3. Independent Contractor acknowledges that they shall have no right of redress pursuant to the Fulton County Personnel Policies and Procedures or other regulations applicable to County employees.

Paragraph 5.4. Independent Contractor acknowledges that they shall have no right to accrue sick or vacation leave or to accrue other rights and employee benefits, including but not limited to, pension, worker's compensation coverage or health coverage from the County. Nor will the County pay for any professional licenses required by the Independent Contractor to perform the Services and Duties.

Paragraph 5.5. Independent Contractor agrees that they are responsible for their own income tax withholding and Social Security self-employment taxes, professional liability insurance and excess coverage.

Paragraph 5.6. Independent Contractor agrees that this Contract is subject to, but not limited to, the Independent Contractor being licensed and in good-standing with the State Bar of Georgia.

Paragraph 5.7. Independent Contractor agrees at all times to fulfill their professional duties and to protect the County's privileged and confidential information along with the privileged and confidential information of any person or group of persons they are retained to render Services and Duties for under this Contract.

Paragraph 5.8. Independent Contractor will return all County documents, including

all copies of any documents coming under their possession during performance of the Contract, when the Contract is complete or if terminated.

Paragraph 5.9. Independent Contractor shall not hold themselves out to any party as an employee of Fulton County.

ARTICLE VI - TERM OF CONTRACT

Paragraph 6.0. The term of the Contract shall begin **January 1, 2025** and shall remain in force and effect until **December 31, 2025**, unless earlier terminated under the terms and conditions of this Contract. If funds are not allocated by the Fulton County Board of Commissioners for this Contract, this Contract will terminate upon the expiration of the then existing term.

Paragraph 6.1. Before the end of the Contract term, at the written option of the Fulton County Board of Commissioners, this Contract may be renewed for two (2) one-year terms ("Renewal Terms"). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Contract commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Upon approval by the Fulton County Board of Commissioners, said Renewal Term shall begin on January 1st and end on December 31st.

ARTICLE VII - INDEMNIFICATION

Paragraph 7.0. Independent Contractor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death),

claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of their obligations under this Contract. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon Independent Contractors use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Independent Contract, for which Independent Contractor is not the assignee or licensee.

Paragraph 7.1. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand, liability or damage sustained by the Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents. Independent Contractor further agrees to provide County with proof that Independent Contractor is identified as an insured in a professional/public liability insurance policy, with an insurance policy, covering Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns and agents, and shall expressly indemnify and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any claims, demands, actions and causes of actions arising from any act of Independent

Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents while under the terms of this Contract.

ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 8.0. This Contract constitutes the entire agreement between the County and Independent Contractor, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Contract, and no waiver of its provisions, shall be valid unless in writing and signed by the County and Independent Contractor.

ARTICLE IX - SEVERABILITY OF TERMS

Paragraph 9.0. If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE X - CAPTIONS

Paragraph 10.0. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provisions thereof.

ARTICLE XI - GOVERNING LAW

Paragraph 11.0. This Contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

ARTICLE XII –COUNTY'S RIGHT OF INSPECTION

Paragraph 12.0. County shall have the right, at its sole discretion, to inspect and review the Services and Duties provided by Independent Contractor hereunder to determine their acceptability. County shall also have the right to review all of Independent Contractor's records pertaining to this Agreement and Independent Contractor agrees to properly maintain its records so as to allow the County to audit its fees, standards, and services. Independent Contractor shall make such records available to County officials within seventy-two (72) hours written notice.

ARTICLE XIII - COOPERATION BY CONTRACTOR WITH COUNTY

Paragraph 13.0. Independent Contractor shall maintain regular communication with the County and the Department of Human Resources Management and their administrative staff, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Independent Contractor's provision of Services and Duties under this Agreement.

ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS

Paragraph 14.0. Independent Contractor shall at all times observe and comply with all federal, state, and local laws and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the Services and Duties to be performed by Independent Contractor hereunder or which in any manner affect this Agreement.

ARTICLE XV - NO CONFLICT

Paragraph 15.0. Independent Contractor represents and warrants that they presently have no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its duties and obligations hereunder. However, nothing herein shall be construed as limiting or preventing Independent Contractor from performing Services for other persons or entities, including private clients, so long as they do not conflict with this Agreement. Independent Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. seq.) and the provisions of the Fulton County Code of Ethics (Section 2-66 et. seq.), governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. Independent Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or Independent Contractor's performance hereunder.

ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 16.0. During the performance of this Contract, and with respect to its status as an independent employer and/or primary contractor, Independent Contractor agrees as follows:

1. Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, gender disability, or sexual orientation. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:

- i. Recruited, whether by advertising or other means; compensated,

whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

ii. Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the nondiscrimination clause.

2. Independent Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of Independent Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, national origin, gender, disability or sexual orientation.

3. Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Purchasing Director or Chief Human Resources Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of Independent Contractor and its subcontractors.

4. Independent Contractor shall include the provisions of this paragraph in its entirety in every subcontract or purchase order so that such provisions will be binding upon each subcontractor.

IN WITNESS THEREOF, the Parties hereto have set their hands and seals.

[SIGNATURES ON FOLLOWING PAGE]

FULTON COUNTY, GEORGIA

E. ANTHONY DANIEL, P.C.

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

E. Anthony Daniel, P.C.
Date: _____

Tonya R. Grier
Clerk to the Commission
Fulton County Board of Commissioners
Date: _____

(Affix County Seal)

APPROVED AS TO CONTENT:

Kenneth L. Hermon, Jr., SHRM-SCP, IPMA-SCP
Chief Human Resources Officer
Department of Human Resources
Management
Date: _____

APPROVED AS TO FORM:

Office of the Fulton County Attorney

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN FULTON COUNTY AND E. ANTHONY DANIEL, P.C.**

THIS INDEPENDENT CONTRACTOR AGREEMENT, entered into this **1st day of January 2025**, by and between FULTON COUNTY (hereinafter "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and **E. Anthony Daniel, P.C.**, (hereinafter "Independent Contractor"), collectively (the "Parties").

ARTICLE I - INDEPENDENT CONTRACTOR SERVICES

Paragraph 1.0. The County retains Independent Contractor, and the Independent Contractor accepts retention by the County to render the services as hereinafter defined and required, to perform such services solely in the manner and to the extent required by the Parties herein, and as may be hereafter amended or extended in writing by mutual agreement of the Parties.

Paragraph 1.1. The County acknowledges that it will engage **E. Anthony Daniel, P.C.** as an Independent Contractor to render the services defined and required herein.

ARTICLE II - SCOPE OF DUTIES

Paragraph 2.0. Upon execution of this Agreement, Independent Contractor is obligated to provide the following services for Fulton County: Provide legal counsel/representation to the Grievance Review Committee. At the request of the County, and without any additional cost to the County, when/if the Independent Contractor cannot provide legal counsel/representation for whatever reason, the Independent Contractor shall

be required to provide another attorney to the County to provide these services.

ARTICLE III - COMPENSATION FOR SERVICES

Paragraph 3.0. Independent Contractor agrees to provide services at the rate of **\$1,349.92** to be paid as a vendor by Fulton County bi-weekly and not as an employee through employee payroll. As such, Independent Contractor shall provide the County with their Taxpayer I.D. and invoice the County for the Services performed.

Paragraph 3.1. The total dollar amount of this Contract shall not exceed **\$35,098.00**.

ARTICLE IV - TERMINATION

Paragraph 4.0. In the event that the County determines it no longer requires the services of Independent Contractor, the County may terminate this Agreement by giving thirty (30) calendar days prior written notice (by hand delivery or posting in U.S. Mail) to Independent Contractor. No cause is necessary for termination.

Paragraph 4.1. If through any cause, Independent Contractor shall fail to fulfill its obligations under this Contract in a timely and proper manner; or in the event that any of the provisions or stipulations of this Agreement are violated by Independent Contractor; or there is misconduct on the part of Independent Contractor, which reflects upon the good order and services of the County, the County shall there upon have the right to immediately suspend or terminate this Agreement by serving written notice upon Independent Contractor of County's intent to suspend or terminate the Contract. If the Contract is terminated by the County, Independent Contractor will be compensated for the work satisfactorily performed

up to the termination date.

Paragraph 4.2. In the event that Independent Contractor determines it is no longer in its best interest to continue its contractual agreement with the County, Independent Contractor may likewise terminate this agreement by giving thirty (30) calendar days notice in writing (by hand delivery or posting in U.S. Mail) to the County stating the reasons for such termination.

ARTICLE V - INDEPENDENT CONTRACTOR STATUS

Paragraph 5.0. Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and **E. Anthony Daniel, P.C.**. Independent Contractor shall not accrue sick or vacation leave nor accrue or be eligible for other rights and benefits accorded to full-time County employees. Under no circumstances shall Independent Contractor, its employees, associates or agents be deemed employees, agents, partners, successors, assigns or legal representatives of the County.

Paragraph 5.1. The County will issue to Independent Contractor a Form 1099 for the Services performed as an Independent Contractor.

Paragraph 5.2. Independent Contractor acknowledges that this relationship is not a joint venture and that the Parties do not have any shared business interest other than the Independent Contractor successfully completing the contracted for Services and Duties.

Paragraph 5.3. Independent Contractor acknowledges that they shall have no right of redress pursuant to the Fulton County Personnel Policies and Procedures or other regulations applicable to County employees.

Paragraph 5.4. Independent Contractor acknowledges that they shall have no right to accrue sick or vacation leave or to accrue other rights and employee benefits, including but not limited to, pension, worker's compensation coverage or health coverage from the County. Nor will the County pay for any professional licenses required by the Independent Contractor to perform the Services and Duties.

Paragraph 5.5. Independent Contractor agrees that they are responsible for their own income tax withholding and Social Security self-employment taxes, professional liability insurance and excess coverage.

Paragraph 5.6. Independent Contractor agrees that this Contract is subject to, but not limited to, the Independent Contractor being licensed and in good-standing with the State Bar of Georgia.

Paragraph 5.7. Independent Contractor agrees at all times to fulfill their professional duties and to protect the County's privileged and confidential information along with the privileged and confidential information of any person or group of persons they are retained to render Services and Duties for under this Contract.

Paragraph 5.8. Independent Contractor will return all County documents, including

all copies of any documents coming under their possession during performance of the Contract, when the Contract is complete or if terminated.

Paragraph 5.9. Independent Contractor shall not hold themselves out to any party as an employee of Fulton County.

ARTICLE VI - TERM OF CONTRACT

Paragraph 6.0. The term of the Contract shall begin **January 1, 2025** and shall remain in force and effect until **December 31, 2025**, unless earlier terminated under the terms and conditions of this Contract. If funds are not allocated by the Fulton County Board of Commissioners for this Contract, this Contract will terminate upon the expiration of the then existing term.

Paragraph 6.1. Before the end of the Contract term, at the written option of the Fulton County Board of Commissioners, this Contract may be renewed for two (2) one-year terms ("Renewal Terms"). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Contract commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Upon approval by the Fulton County Board of Commissioners, said Renewal Term shall begin on January 1st and end on December 31st.

ARTICLE VII - INDEMNIFICATION

Paragraph 7.0. Independent Contractor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death),

claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of their obligations under this Contract. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from liability of any nature or kind based upon Independent Contractors use of any copyrighted or non-copyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in the performance of the Independent Contract, for which Independent Contractor is not the assignee or licensee.

Paragraph 7.1. Independent Contractor further agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any injury (including death), loss, claim, demand, liability or damage sustained by the Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents. Independent Contractor further agrees to provide County with proof that Independent Contractor is identified as an insured in a professional/public liability insurance policy, with an insurance policy, covering Independent Contractor, its directors, officers, employees, subcontractors, successors, assigns and agents, and shall expressly indemnify and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from any claims, demands, actions and causes of actions arising from any act of Independent

Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents while under the terms of this Contract.

ARTICLE VIII - VARIATIONS OR MODIFICATIONS TO CONTRACT

Paragraph 8.0. This Contract constitutes the entire agreement between the County and Independent Contractor, and there are no further written or oral agreements with respect thereto. No variation or modifications of this Contract, and no waiver of its provisions, shall be valid unless in writing and signed by the County and Independent Contractor.

ARTICLE IX - SEVERABILITY OF TERMS

Paragraph 9.0. If any part or provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby and shall continue in full force and effect.

ARTICLE X - CAPTIONS

Paragraph 10.0. The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Contract or the intent of the provisions thereof.

ARTICLE XI - GOVERNING LAW

Paragraph 11.0. This Contract shall be governed in all respects, as to validity, construction, capacity, performance or otherwise, by the laws of the State of Georgia.

ARTICLE XII –COUNTY'S RIGHT OF INSPECTION

Paragraph 12.0. County shall have the right, at its sole discretion, to inspect and review the Services and Duties provided by Independent Contractor hereunder to determine their acceptability. County shall also have the right to review all of Independent Contractor's records pertaining to this Agreement and Independent Contractor agrees to properly maintain its records so as to allow the County to audit its fees, standards, and services. Independent Contractor shall make such records available to County officials within seventy-two (72) hours written notice.

ARTICLE XIII - COOPERATION BY CONTRACTOR WITH COUNTY

Paragraph 13.0. Independent Contractor shall maintain regular communication with the County and the Department of Human Resources Management and their administrative staff, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with the Independent Contractor's provision of Services and Duties under this Agreement.

ARTICLE XIV - COMPLIANCE WITH APPLICABLE LAWS

Paragraph 14.0. Independent Contractor shall at all times observe and comply with all federal, state, and local laws and municipal ordinances, rules, regulations and professional codes of responsibilities relating to the provision of the Services and Duties to be performed by Independent Contractor hereunder or which in any manner affect this Agreement.

ARTICLE XV - NO CONFLICT

Paragraph 15.0. Independent Contractor represents and warrants that they presently have no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its duties and obligations hereunder. However, nothing herein shall be construed as limiting or preventing Independent Contractor from performing Services for other persons or entities, including private clients, so long as they do not conflict with this Agreement. Independent Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. seq.) and the provisions of the Fulton County Code of Ethics (Section 2-66 et. seq.), governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. Independent Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or Independent Contractor's performance hereunder.

ARTICLE XVI - NOTICE OF EQUAL EMPLOYMENT OPPORTUNITY

Paragraph 16.0. During the performance of this Contract, and with respect to its status as an independent employer and/or primary contractor, Independent Contractor agrees as follows:

1. Independent Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, national origin, gender disability, or sexual orientation. As used herein, the words "shall not discriminate" should mean and include, without limitation, the following:

- i. Recruited, whether by advertising or other means; compensated,

whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

ii. Independent Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the nondiscrimination clause.

2. Independent Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of Independent Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, religion, color, sex, national origin, gender, disability or sexual orientation.

3. Independent Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Purchasing Director or Chief Human Resources Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of Independent Contractor and its subcontractors.

4. Independent Contractor shall include the provisions of this paragraph in its entirety in every subcontract or purchase order so that such provisions will be binding upon each subcontractor.

IN WITNESS THEREOF, the Parties hereto have set their hands and seals.

[SIGNATURES ON FOLLOWING PAGE]

FULTON COUNTY, GEORGIA

E. ANTHONY DANIEL, P.C.

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

E. Anthony Daniel, P.C.
Date: _____

Tonya R. Grier
Clerk to the Commission
Fulton County Board of Commissioners
Date: _____

(Affix County Seal)

APPROVED AS TO CONTENT:

Kenneth L. Hermon, Jr., SHRM-SCP, IPMA-SCP
Chief Human Resources Officer
Department of Human Resources
Management
Date: _____

APPROVED AS TO FORM:

Office of the Fulton County Attorney




**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2024	12/31/2024	1/1/2024	12/31/2024
Purchaser Order Number		Purchase Order Date	
Department			
Human Resources Management			
Bid Number		Service Commodity	
		Legal Counsel/Representation to the Grievance Review Committee	
Contractor			
E. Anthony Daniel, PC			
Performance Rating			
0 = Unsatisfactory	Achieves contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Achieves contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	The services provided by E. Anthony Daniel, PC are exemplary. He consistently adheres to established specifications, demonstrating technical excellence and expertise of the highest caliber. Required documentation is submitted promptly and accurately. Overall, his performance is outstanding.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	E. Anthony Daniel, PC, consistently delivers prompt and efficient services for the Grievance Review Committee.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	E. Anthony Daniel, PC, is highly responsive to all inquiries and requests, ensuring the Committee is consistently informed and up-to-date on all matters.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
<input type="radio"/>	0	E. Anthony Daniel, PC, consistently receives excellent customer satisfaction ratings. He operates with precision, adhering to all specifications and staying within budgetary constraints, while ensuring the timely and accurate submission of invoices.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	E. Anthony Daniel, PC, is highly credentialed and brings extensive experience in legal counsel and representation. He provides exceptional service to the Grievance Review Committee.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	3.60	Date	March 12, 2025
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Carlos Gordon		
Department Head Name:	Kenneth L. Hermon, Jr.		
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0239

Meeting Date: 4/2/2025

Department

Human Resources Management

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

Request approval to modify the classification section of the Classification and Compensation plan by adding the new titles of Administrative Manager (grade 24) and Division Manager, External Affairs (grade 27); changing the classification titles of Division Manager, Communications, Division Manager, Intergovernmental Affairs, and Division Manager, FGTV to the new title of Division Manager, External Affairs at the same pay grade of 27; changing all department specific Administrative Manager classification titles to the new consolidated title of Administrative Manager at the same pay grade of 24; and by abolishing classification titles that are no longer in use.

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

The Civil Service Act of 1982 and adopted HR Procedures.

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: Click or tap here to enter text.

The Department of Human Resources Management (DHRM) conducted a detailed position analysis and has concluded that the following action(s) are necessary to ensure the integrity of the County's Classification plan and to address the current needs of the applicable departments. DHRM is requesting approval to:

(X) create the following new classification:

	Title Code	Title	Grade
A.	990300	Administrative Manager	24
B.	130102	Division Manager, External Affairs	27

(X) modify an existing classification title(s) with **no** change in grade:

	Title Code	Old Title	Grade	New Title
A.	235015	Administrative Manager, County Attorney	24	Administrative Manager
B.	185116	Administrative Manager, HHS	24	Administrative Manager
C.	220004	Administrative Manager, I.T.	24	Administrative Manager
D.	320002	Administrative Manager, Police	24	Administrative Manager
E.	490025	Administrative Manager, Public Defender	24	Administrative Manager
F.	265003	Administrative Manager, Registration & Elections	24	Administrative Manager
G.	183001	Administrative Manager, Senior Services	24	Administrative Manager
H.	130102	Division Manager, Communications	27	Division Manager, External Affairs
I.	130202	Division Manager, FGTV	27	Division Manager, External Affairs
J.	130302	Division Manager, Intergovernmental Affairs	27	Division Manager, External Affairs

(X) abolish classification title(s) that are no longer in use:

	Title Code	Title No Longer in Use	Grade
A.	181020	Theoretical Production Manager	19
B.	750009	Physician Assistant	50
C.	185036	Program Manager, Grants and Community Partnerships	24
D.	185082	Provider Relations Specialist	19
E.	750066	Public Health Educator	19
F.	750064	Public Health Educator, Senior	20
G.	181016	Wolf Creek Amphitheater Manager	23
H.	181018	Museum Manager, Hammonds House	22
I.	480111	Gang Prevention & Intervention Coordinator	21
J.	310050	Administrative Manager, Fire	24

Community Impact: There is no community impact.

Department Recommendation: The department recommends approval.

Project Implications: There are no project implications.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

n/a



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0240

Meeting Date: 4/2/2025

Department

Registration & Elections

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

Request approval of an Intergovernmental Agreement, Registration & Elections, to conduct Special Elections in conjunction with the Public Service Commission Primary / Municipal Primary on June 17, 2025, and the Public Service Commission Primary / Municipal Primary Runoff on July 15, 2025, for City of Palmetto.

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

This Agenda item is presented pursuant to O.C.G.A. 21-2-45(c) of the Georgia Election Code which authorizes the County to contract with the governing authority of any municipality which lies wholly or partially within the County, to conduct any or all of that municipality's elections.

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: Fulton County has been requested to conduct Special Elections in conjunction with the Public Service Commission Primary / Municipal Primary on June 17, 2025, and the Public Service Commission Primary / Municipal Primary Runoff on July 15, 2025, for City of Palmetto. The IGA was approved at the Board of Registration & Elections March 13, 2025, meeting.

Per action of the Board of Commissioners on August 7, 2019, that in even-numbered years when Fulton County is holding a regularly scheduled Primary, Primary Runoff, General Election or General

Election Runoff, the County will pay the costs of conducting municipal and school district elections.

Scope of Work: Intergovernmental Agreement for Fulton County to conduct Special Elections in conjunction with the Public Service Commission Primary / Municipal Primary on June 17, 2025, and the Public Service Commission Primary / Municipal Primary Runoff on July 15, 2025, for City of Palmetto. The IGA was approved at the Board of Registration & Elections March 13, 2025, meeting.

Community Impact: Registration and Elections staff is not aware of any community impact.

Department Recommendation: Department of Registration & Elections requests approval.

Project Implications: The approval of this proposed Intergovernmental Agreement will ensure the Department to follow state election laws.

Community Issues/Concerns: Department of Registration & Elections is not aware of any community issues or concerns with this proposed Intergovernmental Agreement (IGA).

Department Issues/Concerns: Department of Registration & Elections has no issues or concerns with this proposed Intergovernmental Agreement (IGA).

Fiscal Impact / Funding Source: None

Exhibits Attached:

Exhibit 1: Intergovernmental Agreements: City of Palmetto

Contact Information:

Nadine Williams, Director, Registration and Elections, 404-612-3130

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ELECTION SERVICES BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF PALMETTO, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 3rd day of March, 2025, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Palmetto, Georgia ("City"), a municipal corporation lying wholly or partially within the County (each a "Party" and collectively the "Parties").

WHEREAS, the Parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct the City's 2025 general election and potential runoff elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality, via adoption of an ordinance, may authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may request that the county perform all duties as superintendent of elections as specified in Title 21 of Georgia Law.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 - CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the Parties that any elections which the County has agreed to perform based on the City's request ("City Elections") shall be conducted in compliance with all applicable federal, state, and local legal requirements.

1.2 For each election that the City would like the County to perform, the City, at its sole option, shall submit to County a request for the County to conduct the City's municipal election, in the form attached hereto as Exhibit A. Requests must be made and received at the address specified in the Notice Section below no later than April 28, 2025 to allow the County sufficient advance time and notice to adequately prepare to conduct the City Election. If a request is not made and received within the prescribed time, the County shall not conduct the City's election even if the City has so requested the County conduct an election.

1.3 In the event the City requires a special election as defined by O.C.G.A. § 21-2-2(33), the City and the County shall confer as allowed by law and determine the cost the City will pay for the County's election services, and a mutually convenient date to conduct any such election.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by the Chairman of the Fulton County, Georgia Board of Commissioners, or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2025, unless otherwise terminated as set forth herein.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, and contingent upon the City's timely request and agreement by the County to conduct a City election, each Party shall provide the following enumerated services for the election to be held **June 17, 2025**, and any associated runoff elections which may occur:

3.1 The County, through the Department of Registration and Elections ("DRE") or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising, and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), a list of electors;
- f) Performing duties of elections Superintendent and absentee ballot clerk for the June 17, 2025, City Election;

- g) Performing logic and accuracy testing as required by Sections 183-1-12-.08 of the Official Compilation of Rules and Regulations of the State of Georgia;
- h) Providing staff, equipment and supplies for conducting the June 17, 2025, City general election at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed; and
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Recommending, with the understanding that the County shall make the final determination of, early voting sites and hours of operation to the County in conformance with current election laws and regulations;
- b) Adopting Election ordinances pursuant to O.C.G.A. § 21-2-45(c);
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*;
- d) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131;
- e) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, as it may be amended;
- f) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Verifying the City's voter list and street maintenance files by March 20, 2025.
- h) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- i) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and

- j) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 - COMPENSATION AND CONSIDERATION

4.1 To conduct the general elections and associated run-off elections for all fifteen (15) municipalities within the County's geographical territory, the County estimates that the total cost to the County will be **\$2,377,429.00** to conduct general municipal elections and **\$2,387,629.00** to conduct any associated runoff elections.

4.2 In consideration for the County's election services, the City shall pay an estimated pro-rata share of the total election cost based on the City's number of registered voters. Payments must be received by the County at least four (4) months prior to the date of the City's scheduled general election and two (2) weeks prior to any associated run-off election.

4.3 The City's estimated pro-rata share of the total election cost presently is **\$0.00** to conduct general municipal elections and **\$8,991.52** to conduct any associated runoff elections. This amount is subject to recalculation if the County does not provide all cities within the County's jurisdictional limits with election assistance in 2025. The County will notify the City of any change in the City's estimated pro-rata share no later than June 24, 2025.

4.4 If the estimated pro-rata shares payment results in the City making payments in excess of the actual cost of performing the City's requested election services, such excess payments shall be refunded to the City.

4.5 If the actual cost to the County to conduct the City's general election or associated runoff elections exceeds the estimated pro-rata share advance payment made by the City, the City shall pay such excess amount to the County within thirty (30) days of the County's request for payment of the excess amount. Failure on the part of the City to remit payment timely is a material breach of this Agreement.

4.6 Notwithstanding anything else in this Agreement to the contrary, in compliance with O.C.G.A. § 21-2-45(c), the City understands and agrees that it shall be responsible for paying all costs incurred by the County in performing election services which the City has requested from the County.

ARTICLE 5 - SECURITY

5.1 The City shall be solely responsible for providing security at City polling places during the election periods in this Agreement. Additionally, the City shall ensure that the security personnel provided strictly comply with the Law Enforcements Guidelines attached hereto as Exhibit B. The City shall be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel provided by the City.

5.2 The County shall not be responsible for providing security at the polling places during the election periods in this Agreement. Furthermore, the County shall not be responsible for any liability resulting from any claims or litigation arising from or pertaining to the acts or omissions of the security personnel not provided by the County, or the security personnel provided by the City. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

ARTICLE 6 - LEGAL RESPONSIBILITIES

6.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

6.2 In the event that a City Election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City Election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

6.3 It is the intent of the Parties for them, along with their officials, officers, employees and agents to be covered under the auspices of any applicable immunity granted by law, including sovereign immunity and official or qualified immunities.

6.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 7 - EMPLOYMENT STATUS

7.1 All County personnel assigned under this Agreement are and will continue to be under the supervision of the Fulton County Director of the DRE.

7.2 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 8 – VOTE REVIEW PANEL

8.1 O.C.G.A. § 21-2-483 requires the creation of a vote review panel to manually review ballots rejected by the central tabulator. This statute further requires that in nonpartisan elections, the Chief Judge of the Superior Court of Fulton County, Georgia (“Chief Judge”) shall appoint two electors of the City, to serve on a vote review panel. To assist with this requirement, the City agrees to provide the County with a list of no less than five responsible and morally upstanding electors of the City, from which the Chief Judge may choose. This list shall be provided no later than May 16, 2025.

ARTICLE 9 - RECORDKEEPING AND REPORTING

9.1 The DRE is the central repository for all DRE records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

9.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records stemming from the services provided under this Agreement, at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 - E-VERIFY AND TITLE VI

Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 11 - AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

ARTICLE 12 - TERMINATION AND REMEDIES

Either Party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other Party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, the City shall be responsible

ARTICLE 14 - NON-ASSIGNABILITY

Neither Party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15 - ENTIRE AGREEMENT

The Parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the Parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All Parties must sign any subsequent changes in the Agreement.

ARTICLE 16 - SEVERABILITY, VENUE AND ENFORCEABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any Party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE 17 - BINDING EFFECT

This Agreement is intended for the benefit of the Parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

ARTICLE 18 - COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Electronic signatures shall have the same weight and effect of wet signatures.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners


DATE:

Attest: _____
Tonya R. Grier, Clerk to Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:



Nadine Williams, Director
Fulton County Department of Registration
and Elections


[Signatures Continued on Following Page]

CITY OF PALMETTO, GEORGIA

_____ (SEAL)

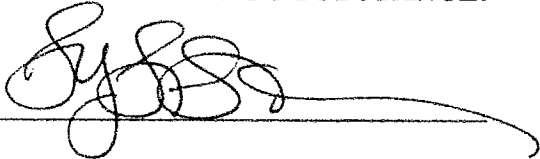
Mayor

APPROVED AS TO FORM:

Signed by:

3085C45DD307435...

City Attorney

APPROVED AS TO SUBSTANCE:



Mayor

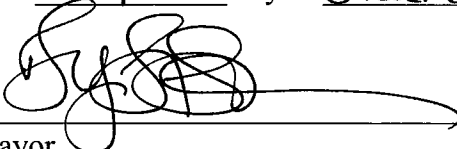
EXHIBIT A

As per the Agreement executed on March 3, 2025, the City of Palmetto, hereby requests that Fulton County conduct its General and potential Runoff Elections beginning on June 17, 2025, within the boundary of Fulton County.

The last day to register to vote in this election is May 19, 2025.

The list of early voting locations will be forthcoming.

This 7th day of March, 2025.



Mayor (SEAL)

Fulton County, Georgia agrees to conduct the City of Palmetto's General and potential Runoff Elections beginning on June 17, 2025, within the boundary of Fulton County.

This _____ day of _____, 2025.

(SEAL)
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025 Elections Municipal IGA/02.24.23 2025 IGA - ELECTIONS TEMPLATE for Cities.docx](https://fc0365.sharepoint.com/sites/CountyAttorney/CAContracts/Elections/2025%20Elections%20Municipal%20IGA/02.24.23%202025%20IGA%20-%20ELECTIONS%20TEMPLATE%20for%20Cities.docx)

LAW ENFORCEMENT GUIDELINES



On behalf of the Fulton County voters and poll workers, we extend our gratitude to all law enforcement officers who have volunteered to help secure the election process. Your service in ensuring a safe voting environment for both voters and poll workers is deeply appreciated.

We respectfully request that all law enforcement officers familiarize themselves with the following protocols and election laws. For any concerns or potential violations, please consult with the Poll Manager for guidance.

Please review the following protocols:

- All officers are required to sign in with the Poll Manager using the Technician iPad upon both arrival and departure. This will ensure proper verification and processing of invoices for payroll purposes.
- Officers must remain inside the precinct for the duration of their work hours, unless specifically assigned to parking or traffic monitoring. The visible presence of officers is crucial for maintaining the security of the polling location.
- Officers are requested to stay on-site until the Poll Manager has fully completed both the opening and closing procedures. Although voting hours end at 7 PM, the closing of the polls and other related tasks occur afterward. For the security of the Poll Manager and poll staff, officers are to remain on the premises until all poll workers have left. Officers will be compensated for the full hours worked.

For your reference, here are the most common incidents at polling locations that require adherence to election codes:

- **Voting Hours:** Voters who are in line at the time of poll closing must be allowed to vote. Please refer to the Advance Voting schedule for specific hours. On Election Day, all polls close at 7 PM, and voters in line by 7 PM are to be permitted to vote.
- **Poll Watchers & Monitors:** Poll watchers and Monitors must present their Fulton County Registration & Elections-issued ID upon arrival. The Poll Manager will have a list of verified poll watchers and monitors. Only those listed, with credential letters on file and an ID issued by our office, are permitted. For any needed verification, the Poll Manager should contact the Fulton County Department of Registration & Elections Call Center.
- **Telephone Usage:** No person is permitted to use cameras, electronic monitoring devices, or cell phones inside polling places while voting is taking place. Poll watchers and Monitors are also prohibited from using such devices or cell phones within the enclosed space where they are observing the election and the vote counting process.
- **Interference/Harassment:** Any interference with the election process is illegal. Harassment of poll workers, voters, or any actions that obstruct poll workers from completing their duties will not be tolerated. The Poll Manager has the authority to ask public observers, voters, monitors, or poll watchers to leave or be removed if necessary.
- **Exit Polling:** Exit polling or public opinion polling is only allowed within 25 feet of the exit of any building containing a polling location. Polling is not permitted at the entry of the polling location or before voters have cast their ballots.
- **No Campaigning:** Campaigning within 150 feet of the outer edge of any building containing a polling place is strictly prohibited. This includes clothing, signs on vehicles, and any other campaign material. The name of any candidate on the ballot cannot be displayed. Poll watchers and monitors must also follow the 150-foot rule and are not allowed to engage in any form of campaigning within the polling place.
- **Media:** Before media personnel are permitted inside the polling site, coordination must be made with Fulton County External Affairs, Regina Waller, 404-735-8889, to ensure that media guidelines are followed.
- **Events/Water/Food for Voters:** Any events, as well as water or food distribution to voters, must take place at least 150 feet from the outer edge of any building containing a polling place.
- **Public Observation:** Members of the public are allowed to observe the opening and closing of the polls, both before and after voting hours. The public must not be locked out of the polling place during these times. However, they are not permitted inside the enclosed space (beyond the poll pads or near the voting equipment) unless they are actively voting. Poll watchers and monitors are allowed inside the enclosed space.

Thank you for your service and support.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0241

Meeting Date: 4/2/2025

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 0 Davis Drive, Alpharetta, GA 30009.

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 Statute 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 0 Davis Drive, Alpharetta, GA 30009, 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, JBGL Atlanta Development 2014, LLC, and future owners that may acquire the development at 0 Davis Drive, Alpharetta, GA 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 the County's access to the sewer line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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 67453, Page 619
Book 68710, Page 198

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 _____, 2025, by and between JBGL Atlanta Development 2014, LLC ("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 638, 639 & 654, of the 1st 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 68710, Page(s) 198**, 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 68710 Page 198** 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:

JBGL Atlanta Development 2014, LLC

11340 Lakefield Drive, Ste 140

Johns Creek, GA 30097

County:

David Clark, P.E.

Director, Department of Public Works

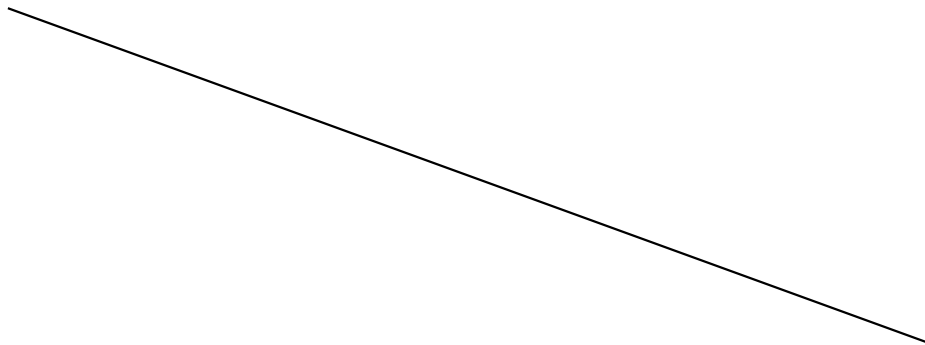
141 Pryor Street, S.W.

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 starting from the left side 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:

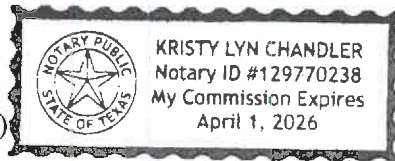
Signed sealed and delivered in the presence
of


Unofficial Witness


Notary Public
My Commission Expires: April 1, 2026

(Notary Seal)

(Notary Stamp)



OWNER

JBGL Atlanta Development 2014, LLC


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

[Signatures continued on next page.]

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

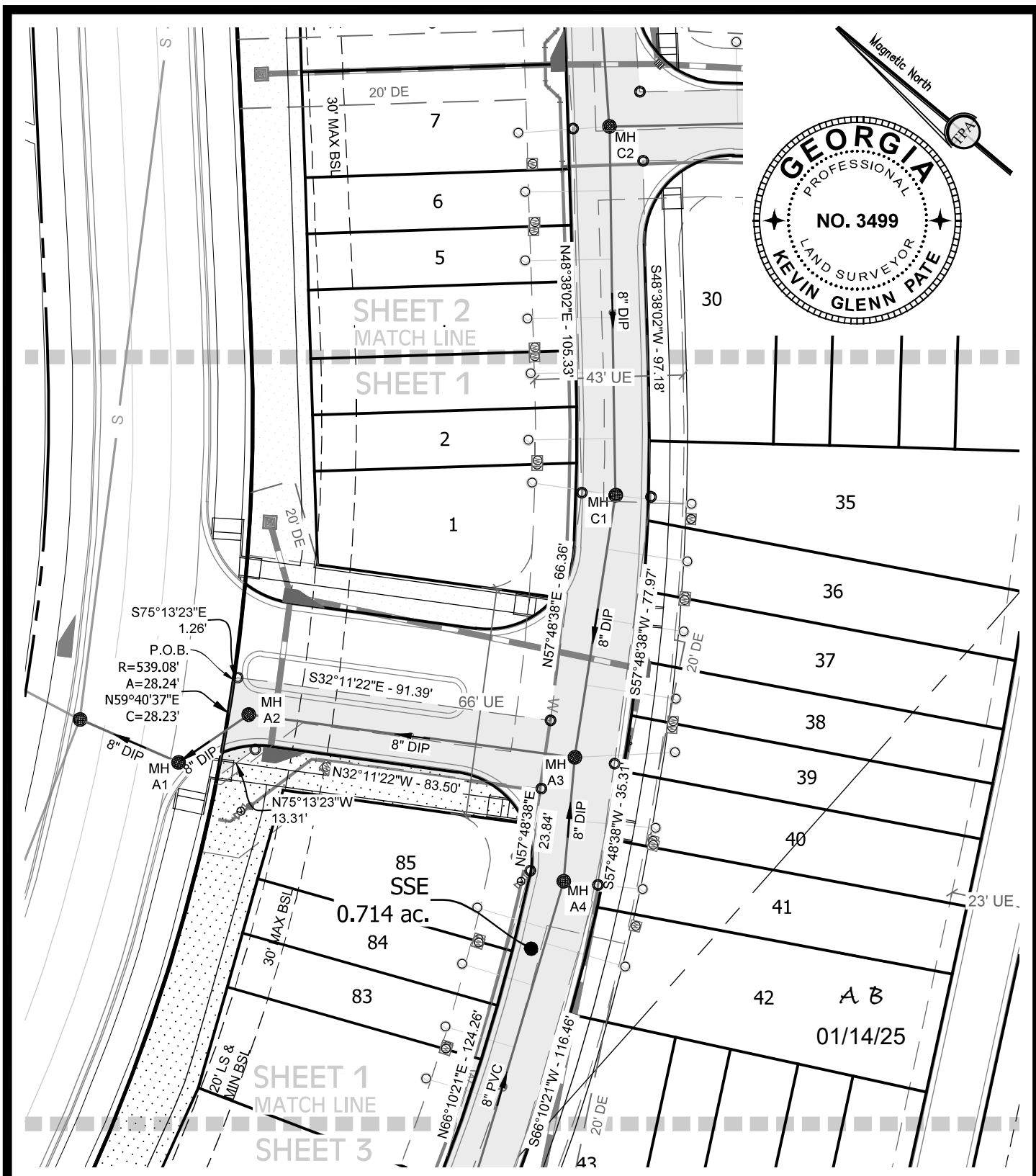
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

EXHIBIT “A”

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



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

Certificate of
Authorization Number 613

SANITARY SEWER EASEMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

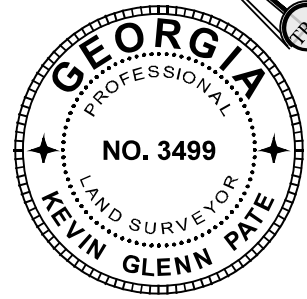
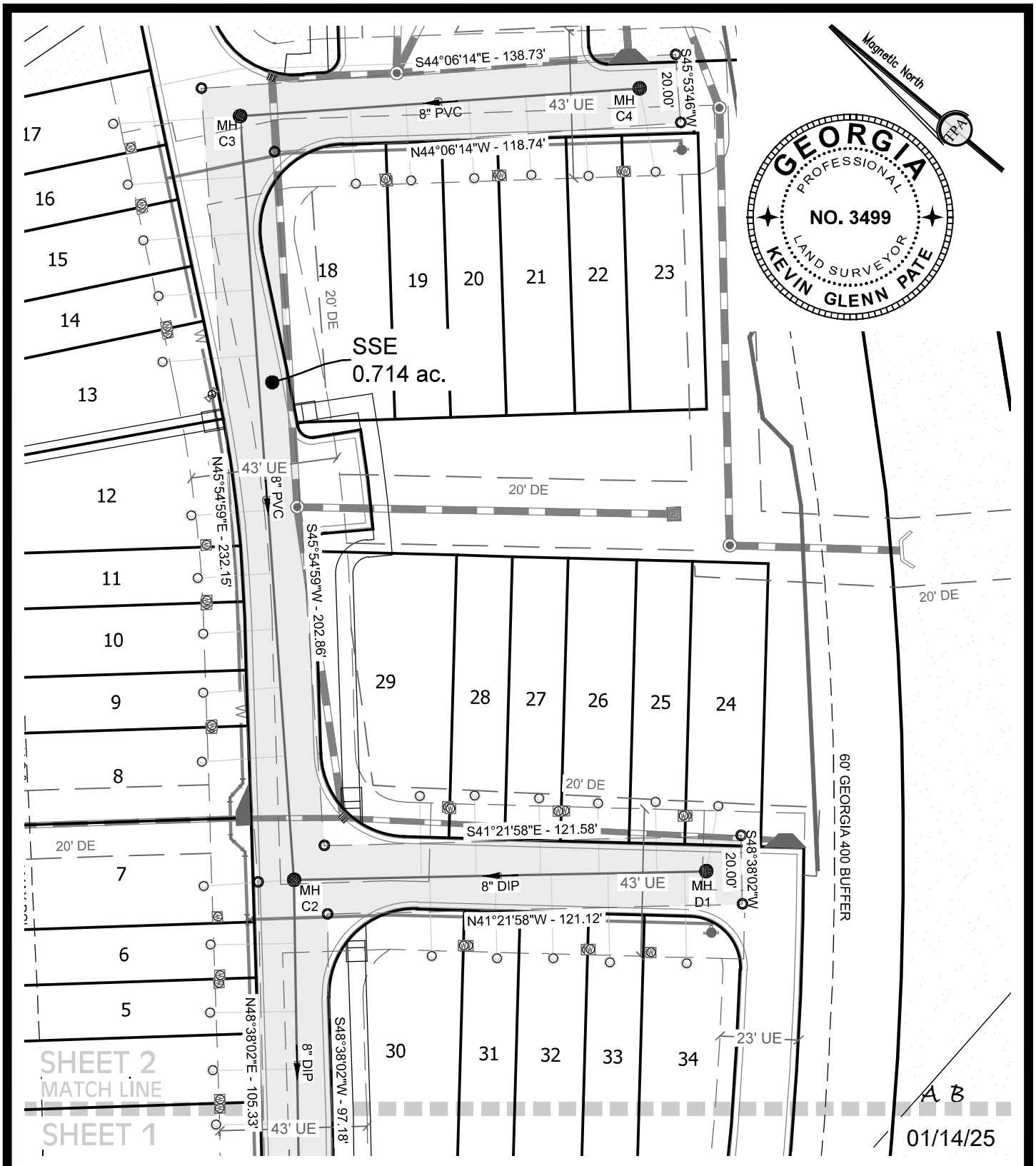
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2581

DRAWN BY: SH

SHEET NO: 1 of 5



01/14/25



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
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SANITARY SEWER EASEMENT EXHIBIT

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PLAT DATE: 12/13/2024

FIELD DATE:

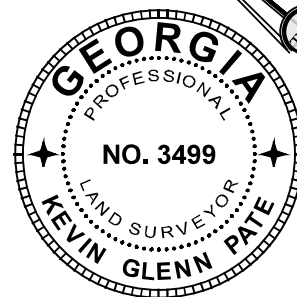
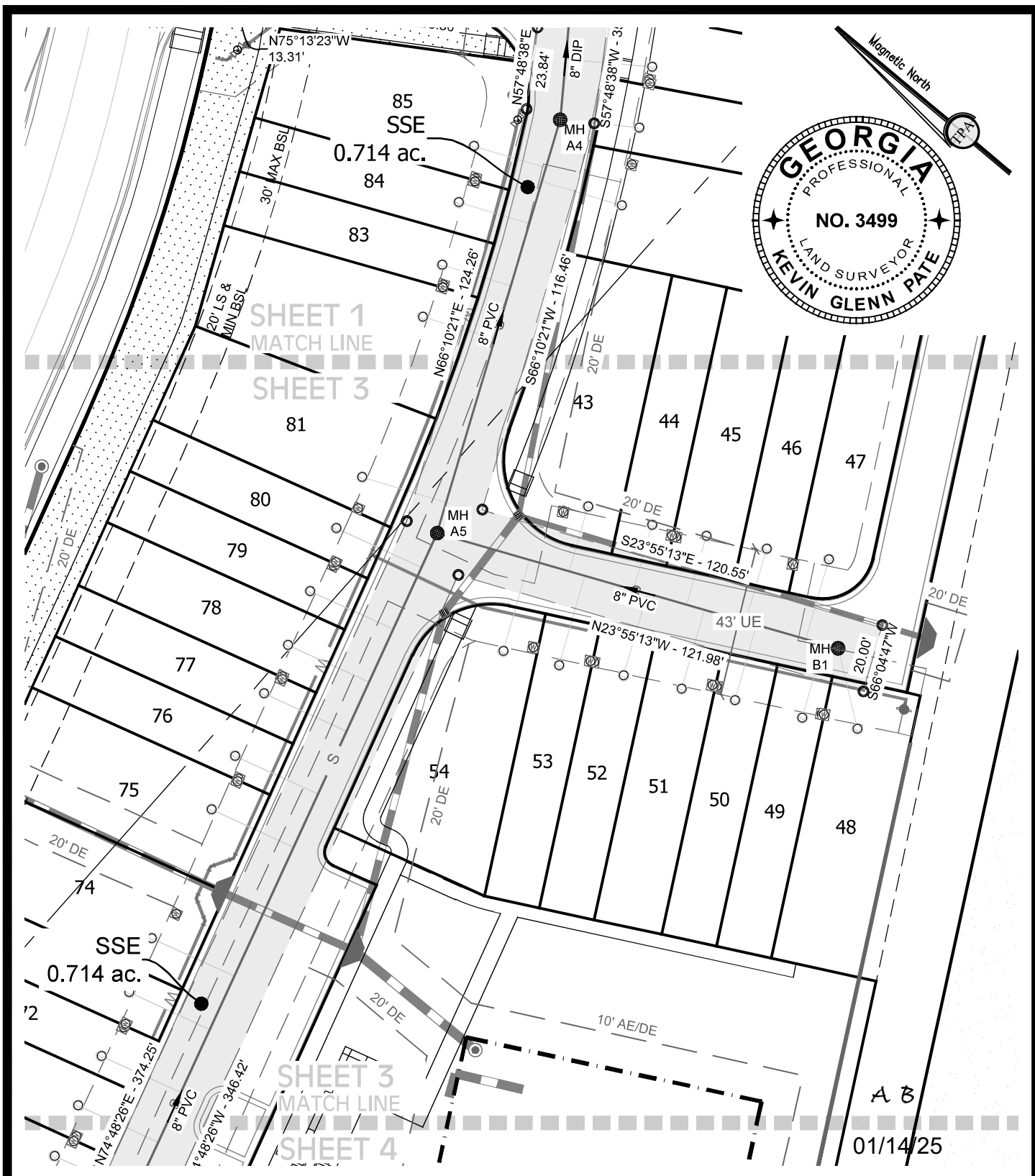
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2581

DRAWN BY: SH

SHEET NO: 2 of 5



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

Certificate of
Authorization Number 613

SANITARY SEWER EASEMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

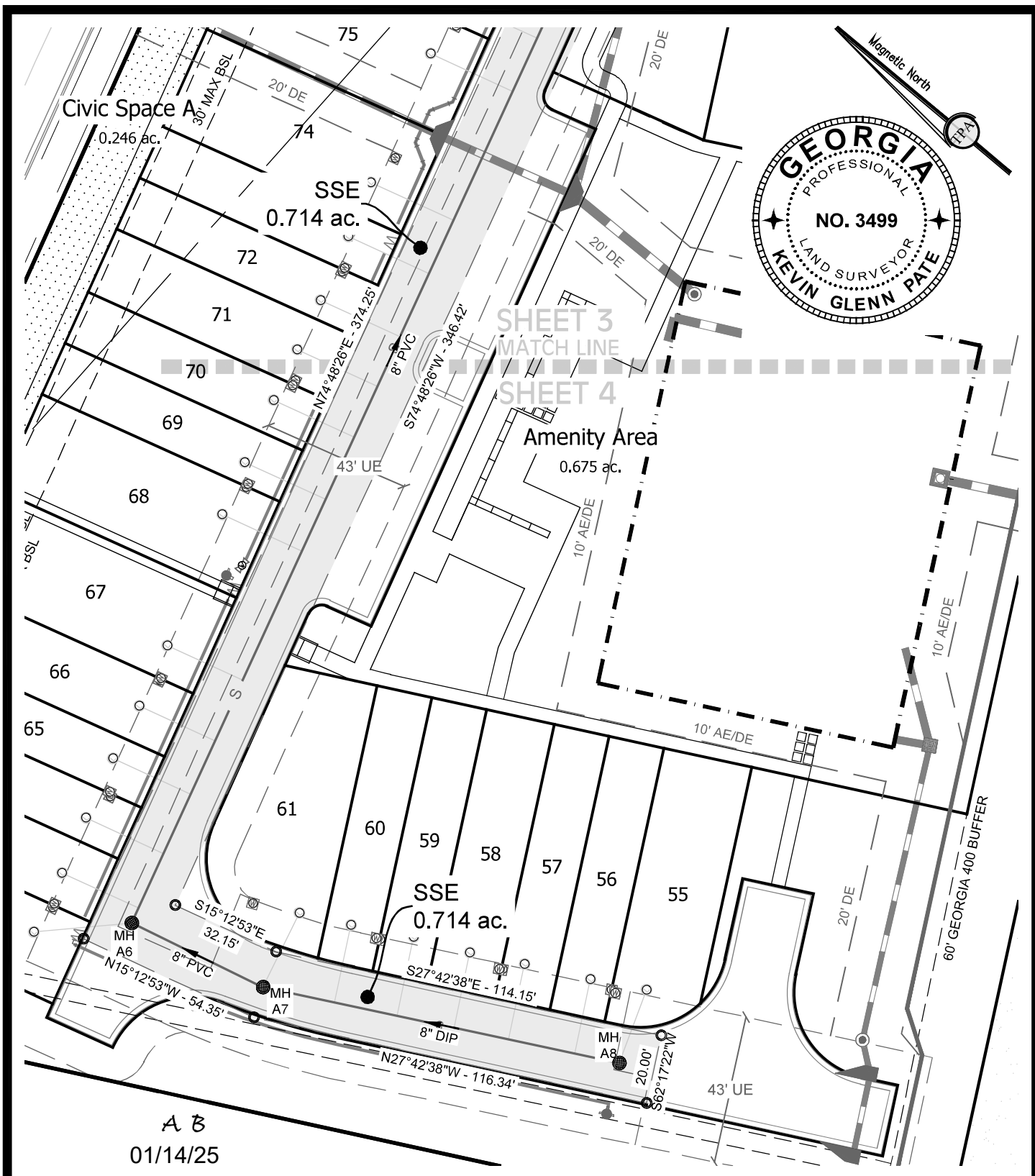
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2581

DRAWN BY: SH

SHEET NO: 3 of 5



A B
01/14/25



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

Certificate of
Authorization Number 613

SANITARY SEWER EASEMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2581

DRAWN BY: SH

SHEET NO: 4 of 5

**DESCRIPTION OF
Iveybrooke Sanitary Easement**

All that tract or parcel of land lying and being in Land Lots 638, 639 and 654 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, being all of Parcel 2 as depicted on the Final Subdivision Plat for Rock Mill 400 recorded in Plat Book 430, Page 77, and being more particularly described as follows:

BEGINNING at a point, THENCE South 75 degrees 13 minutes 23 seconds East a distance of 1.26 feet to a point; THENCE South 32 degrees 11 minutes 22 seconds East a distance of 91.39 feet to a point; THENCE North 57 degrees 48 minutes 38 seconds East a distance of 66.36 feet to a point; THENCE North 48 degrees 38 minutes 02 seconds East a distance of 105.33 feet to a point; THENCE North 45 degrees 54 minutes 59 seconds East a distance of 232.15 feet to a point; THENCE South 44 degrees 06 minutes 14 seconds East a distance of 138.73 feet to a point; THENCE South 45 degrees 53 minutes 46 seconds West a distance of 20.00 feet to a point; THENCE North 44 degrees 06 minutes 14 seconds West a distance of 118.74 feet to a point; THENCE South 45 degrees 54 minutes 59 seconds West a distance of 202.86 feet to a point; THENCE South 41 degrees 21 minutes 58 seconds East a distance of 121.58 feet to a point; THENCE South 48 degrees 38 minutes 02 seconds West a distance of 20.00 feet to a point; THENCE North 41 degrees 21 minutes 58 seconds West a distance of 121.12 feet to a point; THENCE South 48 degrees 38 minutes 02 seconds West a distance of 97.18 feet to a point; THENCE South 57 degrees 48 minutes 38 seconds West a distance of 77.97 feet to a point; THENCE South 57 degrees 48 minutes 38 seconds West a distance of 35.31 feet to a point; THENCE South 66 degrees 10 minutes 21 seconds West a distance of 116.46 feet to a point; THENCE South 23 degrees 55 minutes 13 seconds East a distance of 120.55 feet to a point; THENCE South 66 degrees 04 minutes 47 seconds West a distance of 20.00 feet to a point; THENCE North 23 degrees 55 minutes 13 seconds West a distance of 121.98 feet to a point; THENCE South 74 degrees 48 minutes 26 seconds West a distance of 346.42 feet to a point; THENCE South 15 degrees 12 minutes 53 seconds East a distance of 32.15 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 114.15 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 20.00 feet to a point; THENCE North 27 degrees 42 minutes 38 seconds West a distance of 116.34 feet to a point; THENCE North 15 degrees 12 minutes 53 seconds West a distance of 54.35 feet to a point; THENCE North 74 degrees 48 minutes 26 seconds East a distance of 374.25 feet to a point; THENCE North 66 degrees 10 minutes 21 seconds East a distance of 124.26 feet to a point; THENCE North 57 degrees 48 minutes 38 seconds East a distance of 23.84 feet to a point; THENCE North 32 degrees 11 minutes 22 seconds West a distance of 83.50 feet to a point; THENCE North 75 degrees 13 minutes 23 seconds West a distance of 13.31 feet to a point; THENCE along a curve to the left with a radius of 539.08 feet and an arc length of 28.24 feet, said curve having a chord bearing of North 59 degrees 40 minutes 37 seconds East and a chord distance of 28.23 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 31,105 square feet or 0.71 acres.



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Certificate of
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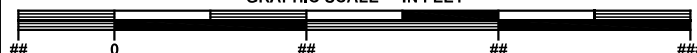
SANITARY SEWER EASEMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: N/A

JN: 1-22-0530

FN: 101-A-2581

DRAWN BY: SH

SHEET NO: 5 of 5



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0242

Meeting Date: 4/2/2025

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 Margaret M. Strain, Revocable Trust, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion the County's existing sanitary sewer easement at 1665 Spinnaker Drive, Alpharetta, Georgia 30005.

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: Margaret M. Strain, Revocable Trust, the owner of the real property located at 1665 Spinnaker Drive, Alpharetta, Georgia 30005, 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 Statute 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 easement as referenced and recorded in Plat Book 148, Page 37.

At the request of Margaret M. Strain, Revocable Trust, the Department of Public Works completed an on-site assessment of the area, which is approximately 120 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 to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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 48528, Page 513
Deed Book 148, Page 37

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Margaret M. Strain, Revocable Trust 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 1665 Spinnaker Drive, Alpharetta, GA 30005 (enter address), and as more fully described in that certain conveyance recorded in Deed Book 48528 Page 513 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) 148, Page 37 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: Margaret M. Strain, Revocable Trust
1665 Spinnaker Drive
Alpharetta, GA 30005

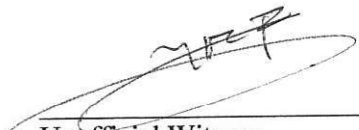
Re: 2nd District 1st Section, Land Lot(s) 1183 and 1238


Parcel Number: 21 559212380183

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


Notary Public
My Commission Expires: 04/01/2026

(Notary Seal)

(Notary Stamp)



Attest:

Clerk of Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

OWNER Margaret M. Strain, Revocable Trust


Signature (Authorized Party to Bind Owner Entity)

Margaret M. Strain, Revocable Trust, Owner
Signatory's Name and Title (printed)

Owner's Address: _____

1665 Spinnaker Drive

Alpharetta, GA 30005

FULTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

APPROVED AS TO FORM:

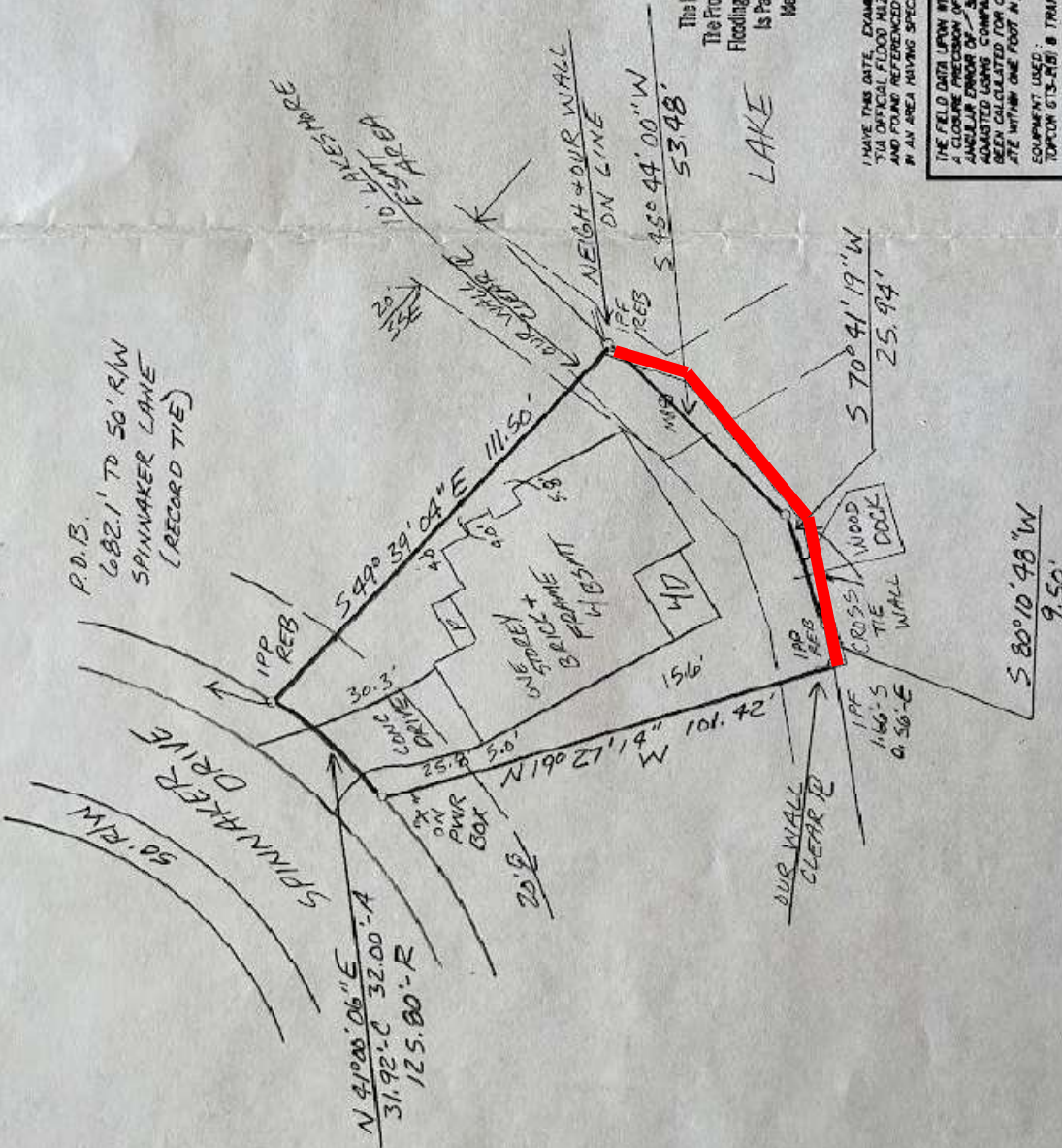
Y. Soo Jo, County Attorney

89' long
new wall



A B

09/18/24



This Dwelling Located On
The Property Is Not Subject To
Flooding, However The Property
Is Partially Located In An
Manifested Flood Area.

HOUSE IN
ZONE "X"
LOT IN
ZONE "AE"

AREA = 0.1484

1665 SPINNAKER

PANEL NO. 1312C0078E
LOCATION FULTON
ZONE

I HAVE THIS DATE, EXAMINED THE
TWO OFFICIAL FLOOD HAZARD MAPS
AND FOUND REFERENCED HOUSE NOT
IN AN AREA HAVING SPECIAL FLOOD HAZARDS

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS
A CLOSE PRECISION OF ONE FOOT IN 1000 FEET AND AN
ANGULAR ERROR OF 1" PER 1000 FEET. THIS MAP OR PLAT HAS
BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCU-
RATE WITHIN ONE FOOT IN 20,000 FEET.

EQUIPMENT USED:
TOPCON 673-RS1 8' TRANSIT W/100' STEEL TAPE
IN MY OPINION, THIS PLAT IS A CORRECT
REPRESENTATION OF THE LAND PLATTED AND
HAS BEEN PREPARED IN CONFORMITY WITH
THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

James A. Evans, Jr.

J.A. EVANS
SURVEYING CO., INC.
POWDER SPRINGS, GEORGIA
PH. 770-943-0000

SURVEY FOR:

BERNARD A. STRAIN
MARGARET M. STRAIN

LOT 5	BLK. "C"	UNIT
THE SPINNAKERS		
LAND LOT 1238		
DISTRICT 2 SECTION 1		
FULTON COUNTY, GEORGIA		
PLAT BOOK 148 PAGE 37		
DATE: 2-28-08 SCALE: 1" =		

Existing and new seawall: 89' long x 24" high x 6" deep

Encroachment: 20' long x 24" high x 6" deep

The seawall is 6 feet from the manhole and will NOT require any footings.
It will have only fiber cloth and gravel.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0243

Meeting Date: 4/2/2025

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 water line easement area at 0 Davis Drive, Alpharetta, Georgia 30009.

Requirement for Board Action

Fulton County is authorized to grant an encroachment on its water line 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 0

Davis Drive, Alpharetta, Georgia 30009, 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 water line easement area.

In accordance with County Policy and the Statute 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 within the County's water 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 water line easement as referenced and recorded in Deed Book 68710, Page 205.

At the request of JBGL Atlanta Development 2014, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 2,043.88 square feet, and confirmed that the County's water 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 water service line while granting the property owner the conditional approval to install stormwater infrastructure within the County's water line easement area.

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

Project Implications: Approval of this Agreement will not impact water services or Fulton County's access to the onsite water service line for necessary maintenance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

Plat Book 67453, Page 619
Deed Book 68710, Page 205

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, 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.

Fulton County grants Owner, “the License” to enter within a portions of its water main easement as referenced in and recorded at Plat Book 68710 page 205 of Fulton County, Georgia records, as more fully described in Exhibit “A” which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit “A”.

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies 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.

3.

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.

4.

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.

5.

Owner shall perform all work on the Private Improvements in a good and workmanlike manner and in compliance with all applicable governmental, laws, ordinances, and regulations.

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 Standard Water Indemnification Agreement 08.2024

improvements when needed to protect the health, safety and general welfare of the public.

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, 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 solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

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.

This License and Agreement shall be binding upon Owner, his assigns, affiliates, and successors and to the extent allowed by law, upon Fulton County. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions 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.

This License and 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

11340 Lakefield Drive, Ste 140

Johns Creek, GA 30097

Re: 1 District 2 Section, Land Lot(s) 638, 639 & 654

Parcel Number: 12 249006070310

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

OWNER JBGL Atlanta Development 2014, LLC

[Signature]
Unofficial Witness

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

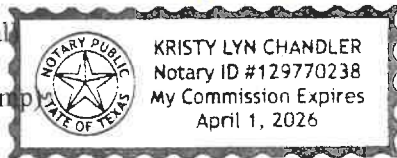
[Signature]
Notary Public
My Commission Expires: April 1, 2026

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

(Notary Seal)

Owner's Address: 5501 Headquarters Dr.

(Notary Stamp)



Suite 300W
Plano, TX 75024

[Signatures continued on next page.]

Signed, sealed and delivered this ____ day of _____, 20__ 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:

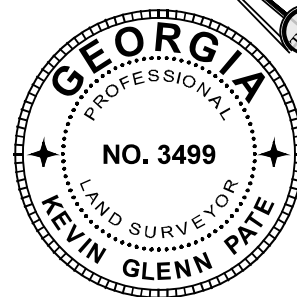
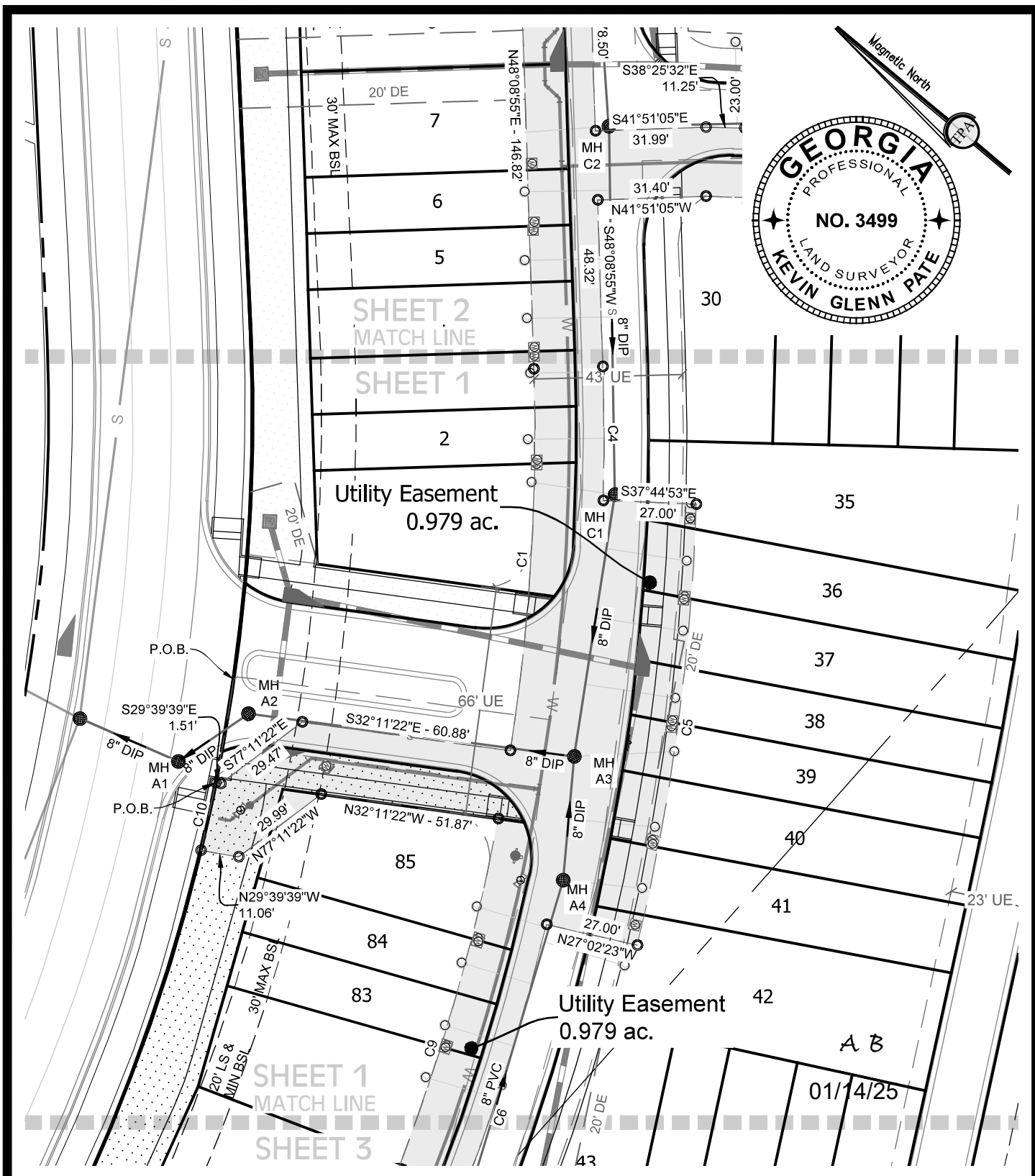
Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

EXHIBIT “A



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

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

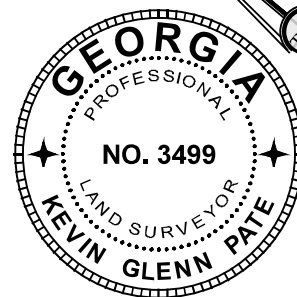
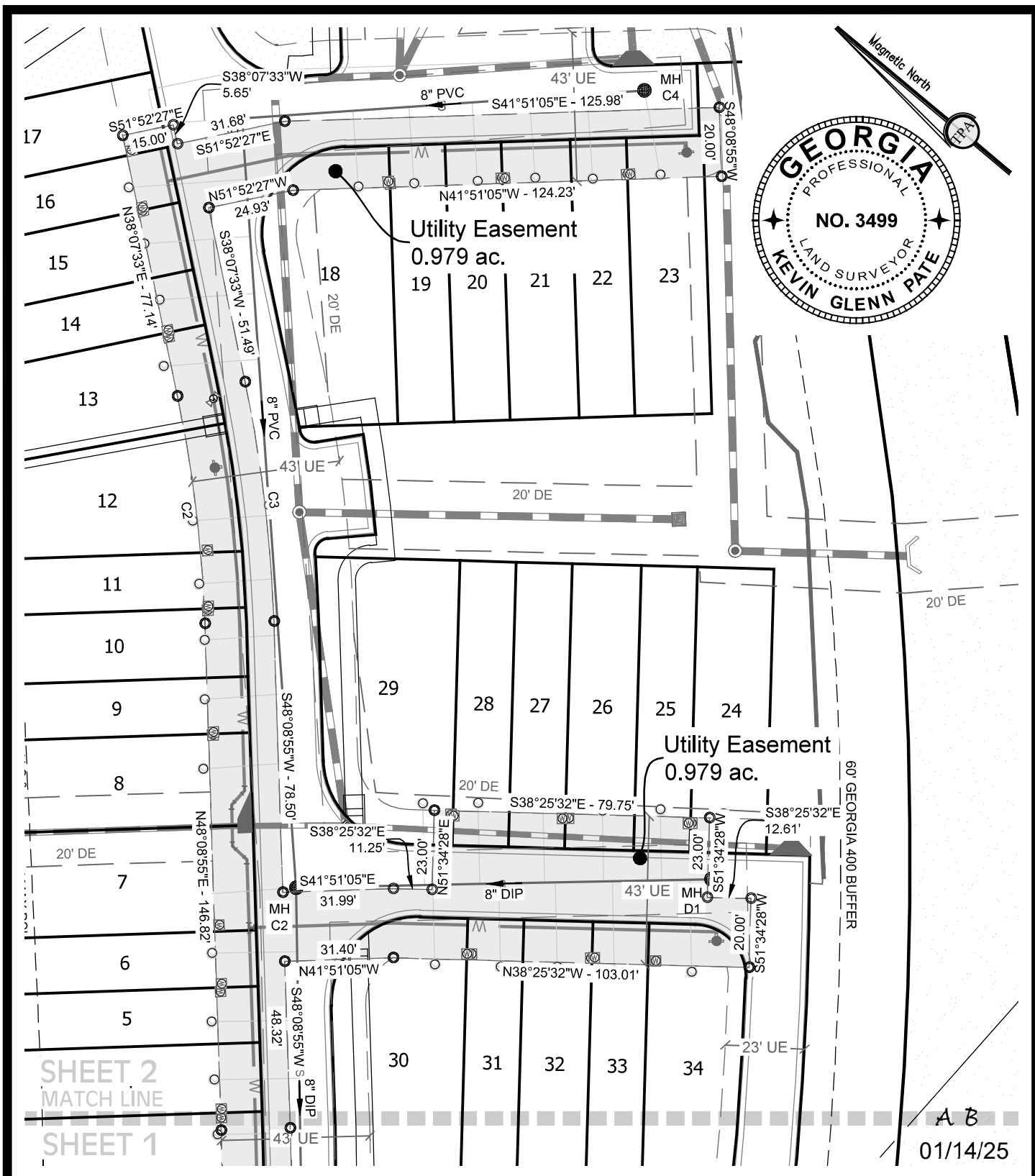
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2582

DRAWN BY: SH

SHEET NO: 1 of 6



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GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

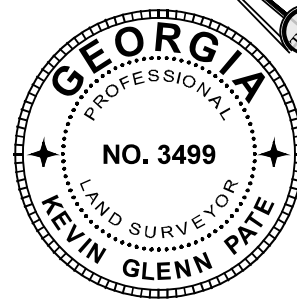
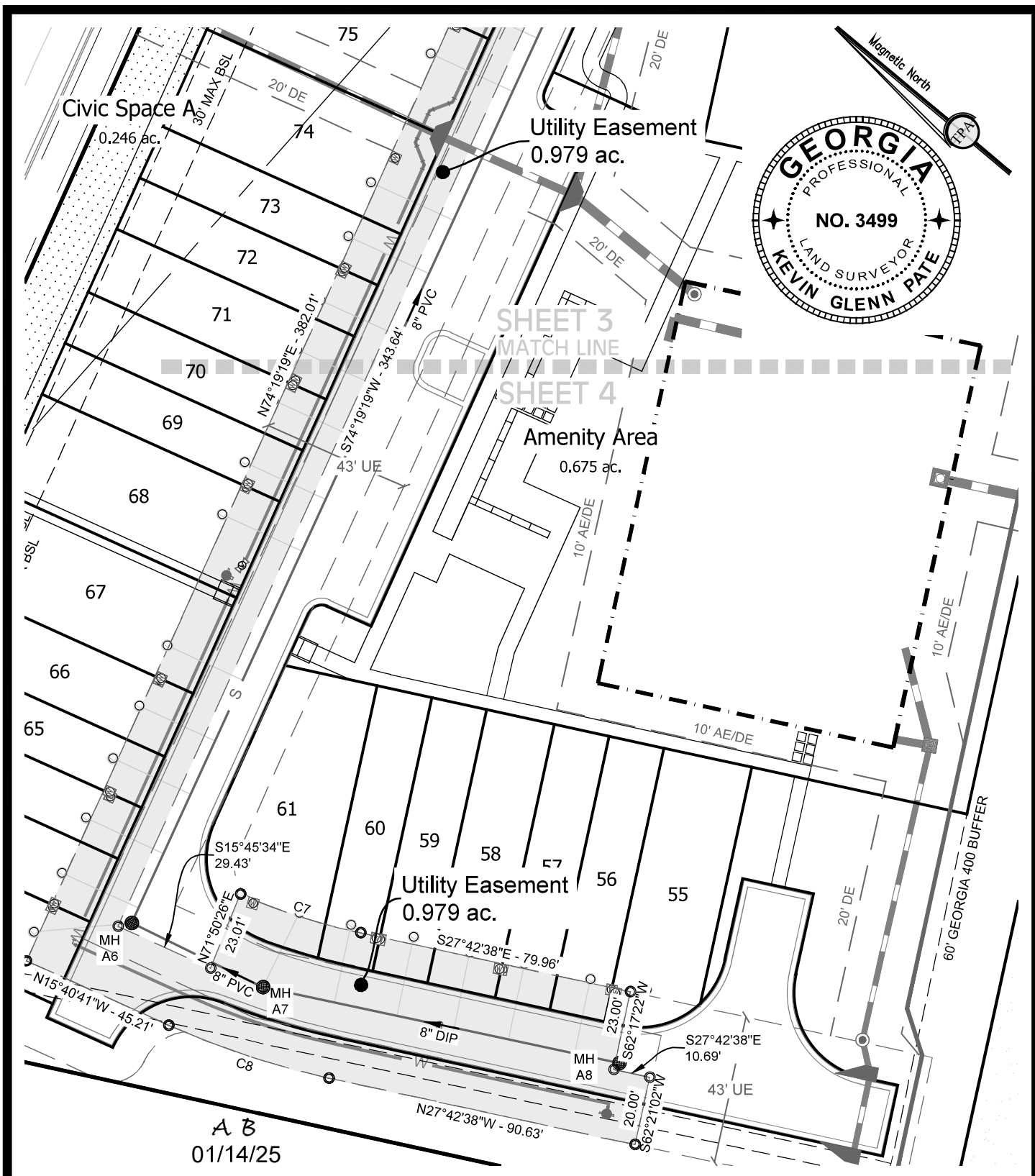
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2582

DRAWN BY: SH

SHEET NO: 2 of 6



A B
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LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2582

DRAWN BY: SH

SHEET NO: 4 of 6



Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord
C1	110.93'	590.50'	N53°31'50"E	110.77'
C2	66.39'	379.50'	N43°08'14"E	66.30'
C3	69.88'	399.50'	S43°08'14"W	69.80'
C4	38.72'	610.50'	S49°57'56"W	38.72'
C5	129.15'	637.50'	S57°36'22"W	128.93'
C6	114.43'	610.50'	S68°47'57"W	114.26'
C7	36.67'	190.00'	S22°10'52"E	36.62'
C8	48.93'	233.00'	N21°41'39"W	48.84'
C9	138.80'	590.50'	N67°35'17"E	138.48'
C10	20.02'	539.08'	N62°28'27"E	20.01'



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IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: N/A

JN: 1-22-0530

FN: 101-A-2582

DRAWN BY: SH

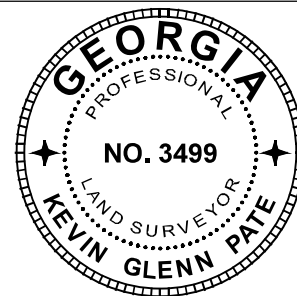
SHEET NO: 4 of 6

**DESCRIPTION OF
Iveybrooke Utility Easement**

All that tract or parcel of land lying and being in Land Lots 638, 639 and 654 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, being all of Parcel 2 as depicted on the Final Subdivision Plat for Rock Mill 400 recorded in Plat Book 430, Page 77, and being more particularly described as follows:

BEGINNING at a point, THENCE South 29 degrees 39 minutes 39 seconds East a distance of 1.51 feet to a point; THENCE South 77 degrees 11 minutes 22 seconds East a distance of 29.47 feet to a point; THENCE South 32 degrees 11 minutes 22 seconds East a distance of 60.88 feet to a point; THENCE along a curve to the left with a radius of 590.50 feet and an arc length of 110.93 feet, said curve having a chord bearing of North 53 degrees 31 minutes 50 seconds East and a chord distance of 110.77 feet to a point; THENCE North 48 degrees 08 minutes 55 seconds East a distance of 146.82 feet to a point; THENCE along a curve to the left with a radius of 379.50 feet and an arc length of 66.39 feet, said curve having a chord bearing of North 43 degrees 08 minutes 14 seconds East and a chord distance of 66.30 feet to a point; THENCE North 38 degrees 07 minutes 33 seconds East a distance of 77.14 feet to a point; THENCE South 51 degrees 52 minutes 27 seconds East a distance of 15.00 feet to a point; THENCE South 38 degrees 07 minutes 33 seconds West a distance of 5.65 feet to a point; THENCE South 51 degrees 52 minutes 27 seconds East a distance of 31.68 feet to a point; THENCE South 41 degrees 51 minutes 05 seconds East a distance of 125.98 feet to a point; THENCE South 48 degrees 08 minutes 55 seconds West a distance of 20.00 feet to a point; THENCE North 41 degrees 51 minutes 05 seconds West a distance of 124.23 feet to a point; THENCE North 51 degrees 52 minutes 27 seconds West a distance of 24.93 feet to a point; THENCE South 38 degrees 07 minutes 33 seconds West a distance of 51.49 feet to a point; THENCE along a curve to the right with a radius of 399.50 feet and an arc length of 69.88 feet, said curve having a chord bearing of South 43 degrees 08 minutes 14 seconds West and a chord distance of 69.80 feet to a point; THENCE South 48 degrees 08 minutes 55 seconds West a distance of 78.50 feet to a point; THENCE South 41 degrees 51 minutes 05 seconds East a distance of 31.99 feet to a point; THENCE South 38 degrees 25 minutes 32 seconds East a distance of 11.25 feet to a point; THENCE North 51 degrees 34 minutes 28 seconds East a distance of 23.00 feet to a point; THENCE South 38 degrees 25 minutes 32 seconds East a distance of 79.75 feet to a point; THENCE South 51 degrees 34 minutes 28 seconds West a distance of 23.00 feet to a point; THENCE South 38 degrees 25 minutes 32 seconds East a distance of 12.61 feet to a point; THENCE South 51 degrees 34 minutes 28 seconds West a distance of 20.00 feet to a point; THENCE North 38 degrees 25 minutes 32 seconds West a distance of 103.01 feet to a point; THENCE North 41 degrees 51 minutes 05 seconds West a distance of 31.40 feet to a point; THENCE South 48 degrees 08 minutes 55 seconds West a distance of 48.32 feet to a point; THENCE along a curve to the right with a radius of 610.50 feet and an arc length of 38.72 feet, said curve having a chord bearing of South 49 degrees 57 minutes 56 seconds West and a chord distance of 38.72 feet to a point; THENCE South 37 degrees 44 minutes 53 seconds East a distance of 27.00 feet to a point on the LAND LOT LINE COMMON TO LANDLOTS X and X; THENCE following said land lot line along a curve to the right with a radius of 637.50 feet and an arc length of 129.15 feet, said curve having a chord bearing of South 57 degrees 36 minutes 22 seconds West and a chord distance of 128.93 feet to a point; THENCE leaving said land lot line North 27 degrees 02 minutes 23 seconds West a distance of 27.00 feet to a point; THENCE along a curve to the right with a radius of 610.50 feet and an arc length of 114.43 feet, said curve having a chord bearing of South 68 degrees 47 minutes 57 seconds West and a chord distance of 114.26 feet to a point; THENCE South 14 degrees 42 minutes 18 seconds East a distance of 24.85 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 12.14 feet to a point; THENCE North 62 degrees 17 minutes 22 seconds East a distance of 23.00 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 77.90 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 23.00 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 38.15 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 20.00 feet to a point; THENCE North 27 degrees 42 minutes 38 seconds West a distance of 130.48 feet to a point; THENCE North 14 degrees 42 minutes 18 seconds West a distance of 26.78 feet to a point; THENCE South 74 degrees 19 minutes 19 seconds West a distance of 343.64 feet to a point; THENCE South 15 degrees 45 minutes 34 seconds East a distance of 29.43 feet to a point; THENCE North 71 degrees 50 minutes 26 seconds East a distance of 23.01 feet to a point; THENCE along a curve to the left with a radius of 190.00 feet and an arc length of 36.67 feet, said curve having a chord bearing of South 22 degrees 10 minutes 52 seconds East and a chord distance of 36.62 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 79.96 feet to a point; THENCE South 62 degrees 17 minutes 22 seconds West a distance of 23.00 feet to a point; THENCE South 27 degrees 42 minutes 38 seconds East a distance of 10.69 feet to a point; THENCE South 62 degrees 21 minutes 02 seconds West a distance of 20.00 feet to a point; THENCE North 27 degrees 42 minutes 38 seconds West a distance of 90.63 feet to a point; THENCE along a curve to the right with a radius of 233.00 feet and an arc length of 48.93 feet, said curve having a chord bearing of North 21 degrees 41 minutes 39 seconds West and a chord distance of 48.84 feet to a point; THENCE North 15 degrees 40 minutes 41 seconds West a distance of 45.21 feet to a point; THENCE North 74 degrees 19 minutes 19 seconds East a distance of 382.01 feet to a point; THENCE along a curve to the left with a radius of 590.50 feet and an arc length of 138.80 feet, said curve having a chord bearing of North 67 degrees 35 minutes 17 seconds East and a chord distance of 138.48 feet to a point; THENCE North 32 degrees 11 minutes 22 seconds West a distance of 51.87 feet to a point; THENCE North 77 degrees 11 minutes 22 seconds East a distance of 29.99 feet to a point; THENCE North 29 degrees 39 minutes 39 seconds West a distance of 11.06 feet to a point; THENCE along a curve to the left with a radius of 539.08 feet and an arc length of 20.02 feet, said curve having a chord bearing of North 62 degrees 28 minutes 27 seconds East and a chord distance of 20.01 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 42,633 square feet or 0.98 acres.



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Certificate of
Authorization Number 613

UTILITY EASEMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

PLAT DATE: 12/13/2024

FIELD DATE:

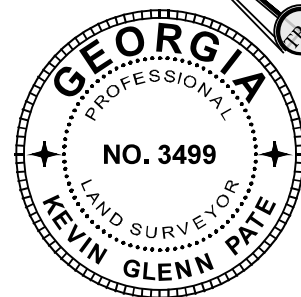
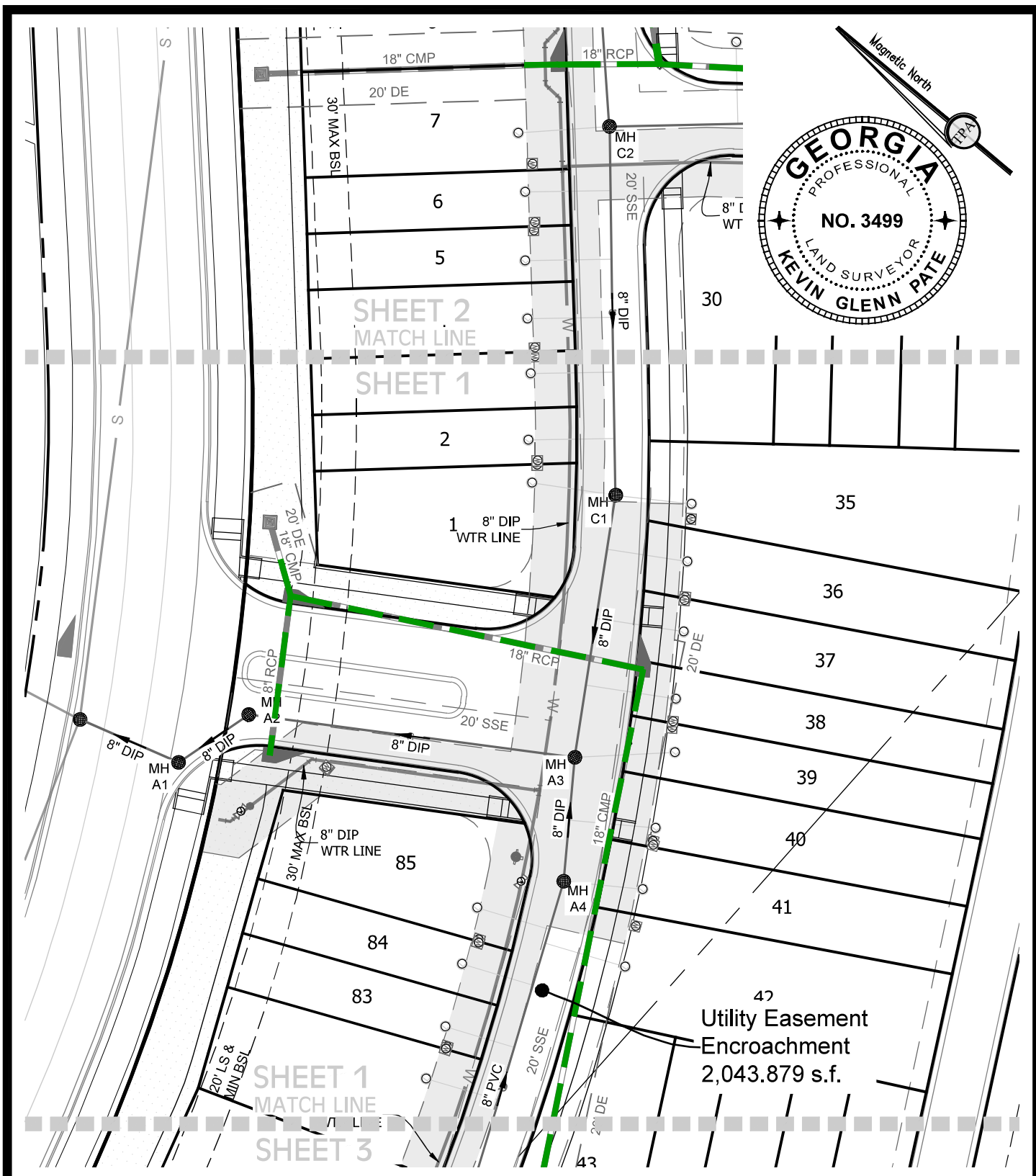
SCALE: N/A

JN: 1-22-0530

FN: 101-A-2582

DRAWN BY: SH


SHEET NO: 6 of 6



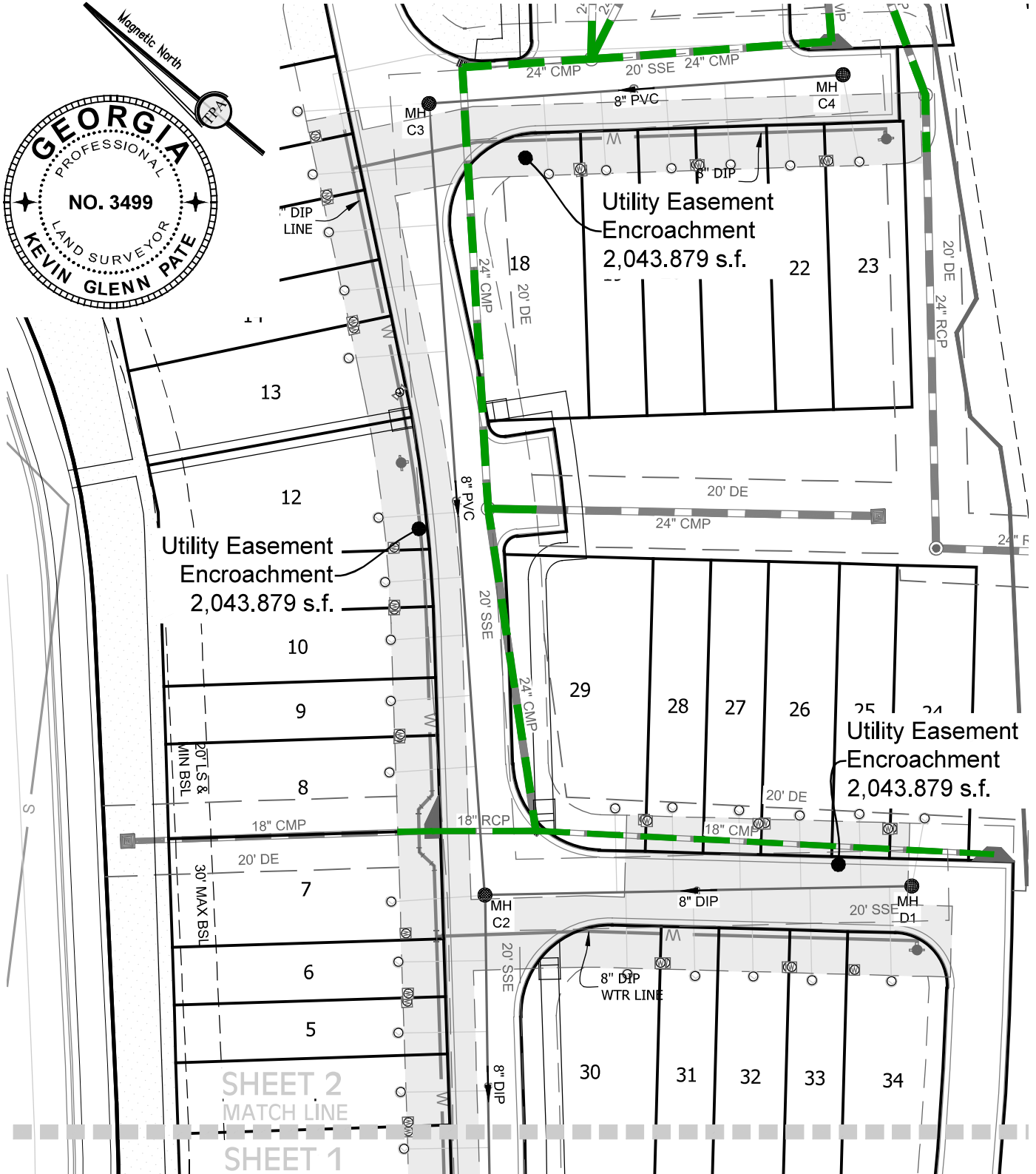
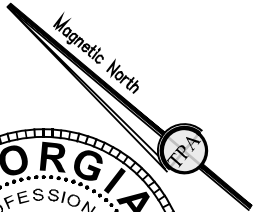
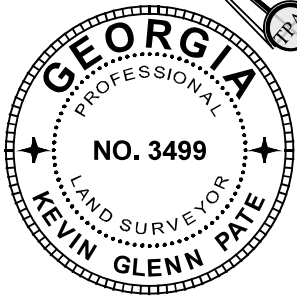


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Certificate of
Authorization Number 613

UTILITY EASEMENT ENCROACHMENT EXHIBIT	
IVEYBROOKE	
AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC	
LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA	
GRAPHIC SCALE - IN FEET	
	

PLAT DATE: 12/13/2024
FIELD DATE:
SCALE: 1" = 40'
JN: 1-22-0530
FN: 101-A-2583
DRAWN BY: SH
SHEET NO: 1 of 4



SHEET 2
MATCH LINE
SHEET 1



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UTILITY EASEMENT ENCROACHMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

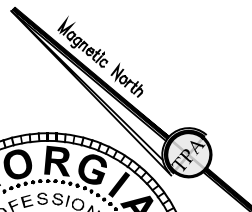
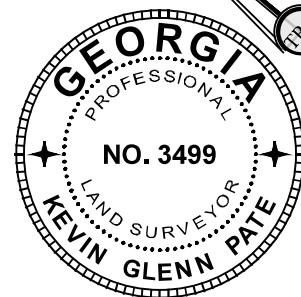
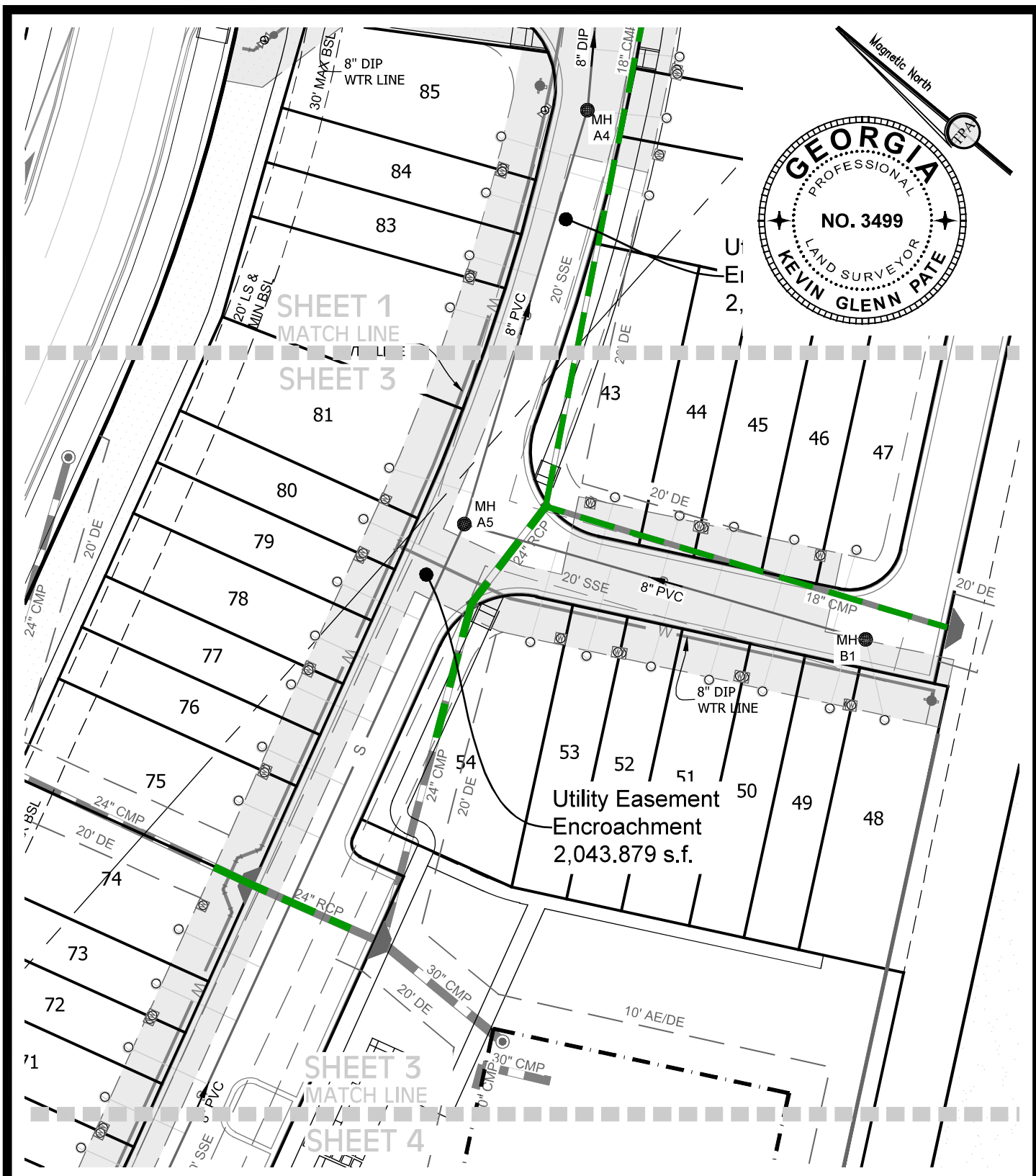
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2583

DRAWN BY: SH

SHEET NO: 2 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

UTILITY EASEMENT ENCROACHMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

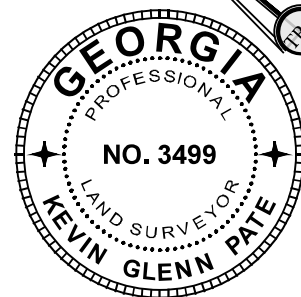
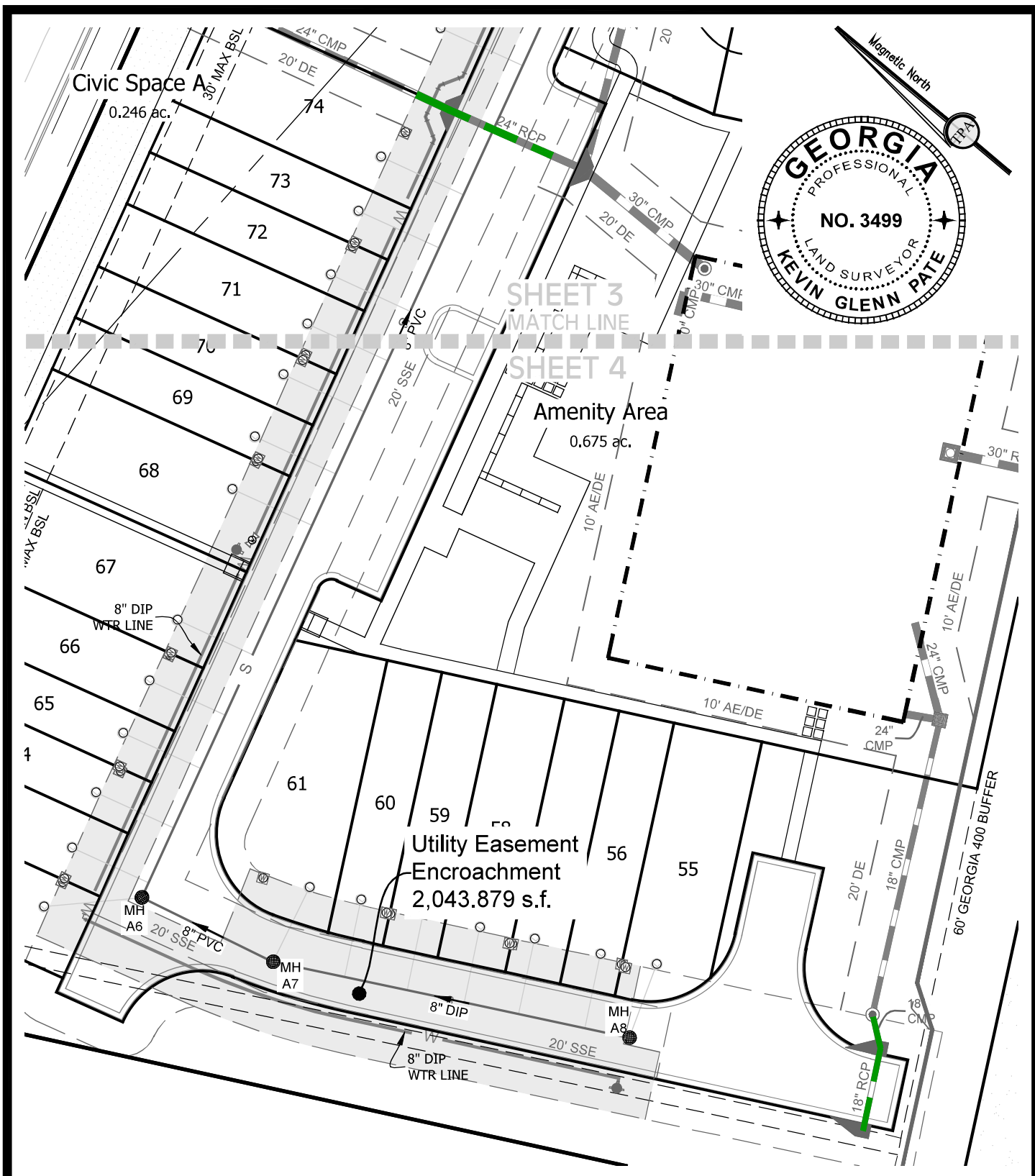
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JN: 1-22-0530

FN: 101-A-2583

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SHEET NO: 3 of 4



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AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2583

DRAWN BY: SH

SHEET NO: 4 of 4



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0244

Meeting Date: 4/2/2025

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 0 Davis Drive, 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: JBGL Atlanta Development 2014, LLC, the owner of the real property located at 0 Davis Drive, Alpharetta, Georgia 30009, 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 Statute 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 68710, Page 198.

At the request of JBGL Atlanta Development 2014, LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 2,043.88 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 to remain within a portion of the County's sewer easement.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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 67453, Page 619
Deed Book 68710, Page 198

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

JBGL Atlanta Development 2014, LLC
THIS AGREEMENT, made this ____ day of _____, 2025, between _____ as
citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"),
and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

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

1. 67453 619
Owner warrants that he is the full and true owner and has clear title to that certain property known
as Iveybrooke - Davis Drive, Alpharetta (enter address), and as more fully described in
that certain conveyance recorded in Deed Book 67453, Page 619 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. 68710 198
Previously, Fulton County was granted a sanitary sewer easement, as referenced in and recorded
at Plat Book/Deed Book (circle one) 68710, Page 198 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 it, 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: Fulton County
County Attorney
Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, GA 30303

OWNER: JBGL Atlanta Development 2014, LLC
11340 Lakefield Drive, Ste 140
Johns Creek, GA 30097

District 1, Section 2, Land Lot(s) 638, 639 & 654

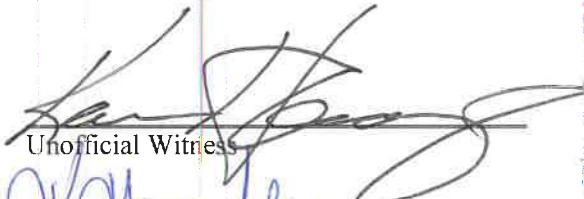
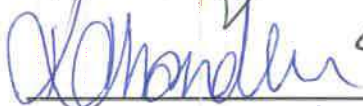
Parcel Number: 12 249006070310

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

Signatures:

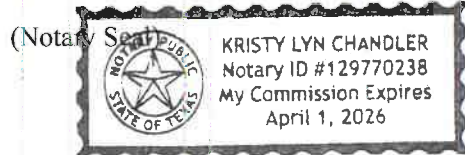
OWNER JBGL Atlanta Development 2014, LLC

Signed sealed and delivered in the presence of


Unofficial Witness


Notary Public

My Commission Expires: April 1, 2026




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

[Signatures continued on next page.]

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]

ATTEST:

APPROVED AS TO FORM:

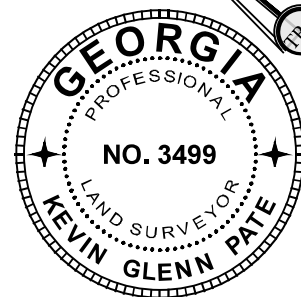
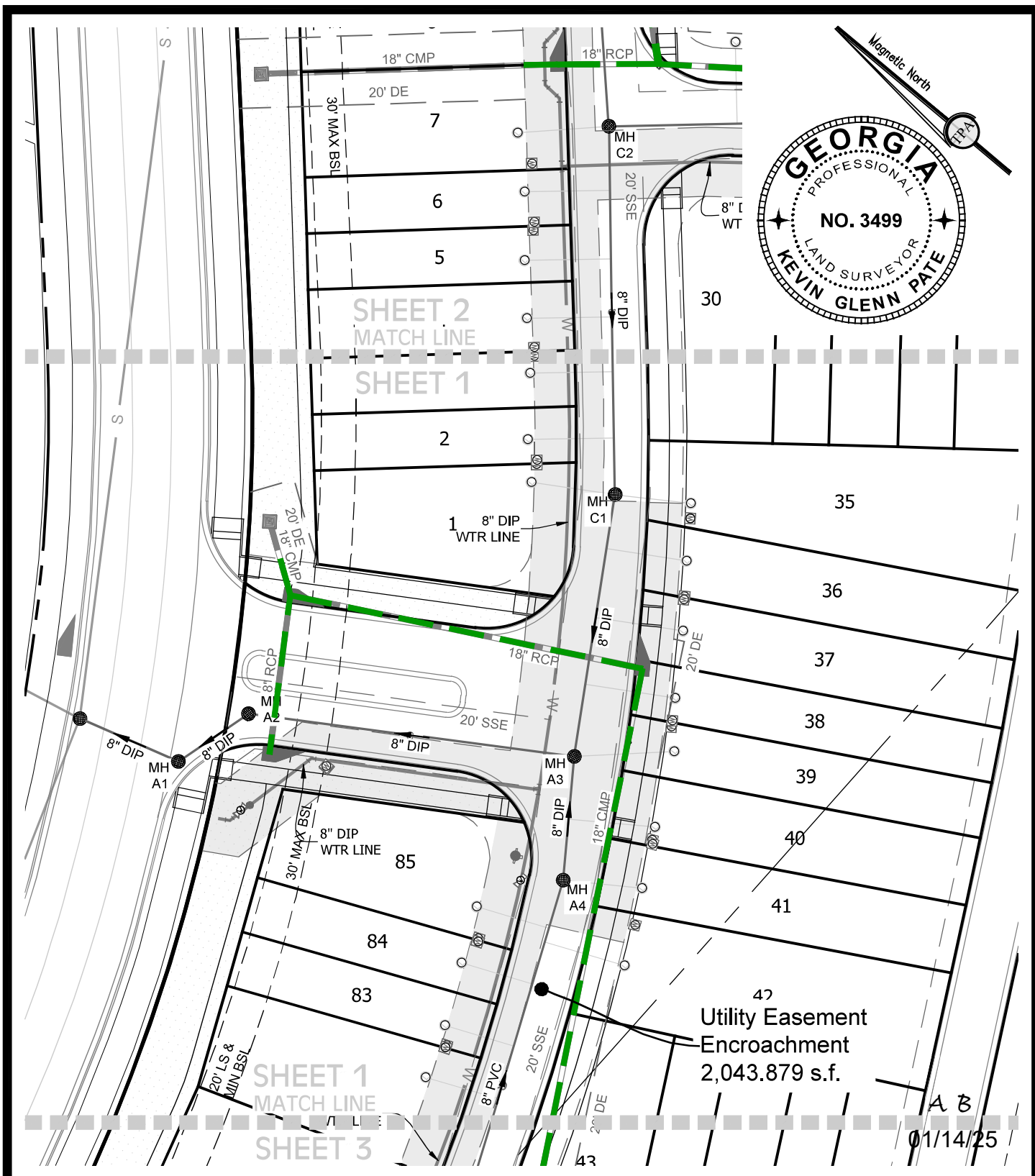
Y. Soo Jo, County Attorney

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

David E. Clark, Director
Department of Public Works

EXHIBIT “A”



Utility Easement
Encroachment
2,043.879 s.f.

01/14/25



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 ENCROACHMENT EXHIBIT

IVEYBROOKE

AUTHORIZED BY: JBGL Alanta Group Development 2014, LLC

LAND LOTS 638, 639, & 654 • 1st DISTRICT • 2nd SECTION
CITY OF ALPHARETTA • FULTON COUNTY • GEORGIA
TAX PARCEL ID: 12-249006070310

GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

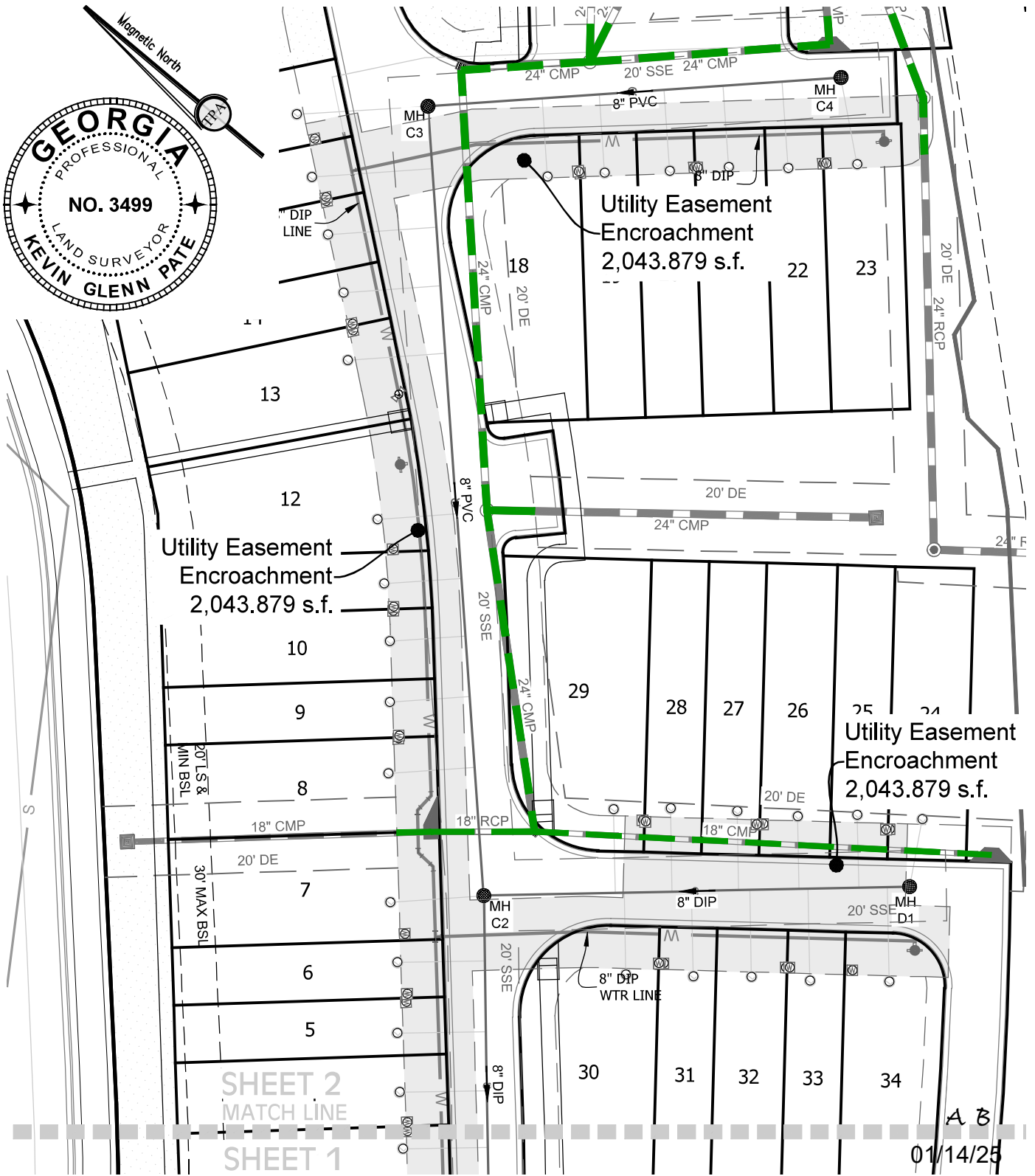
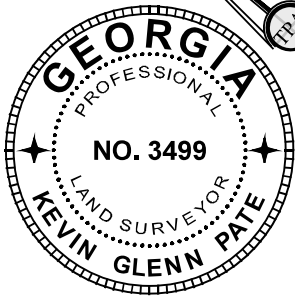
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2583

DRAWN BY: SH

SHEET NO: 1 of 4



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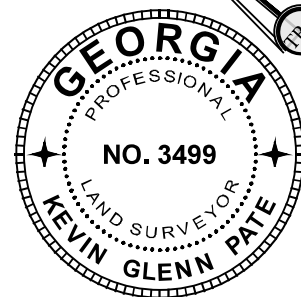
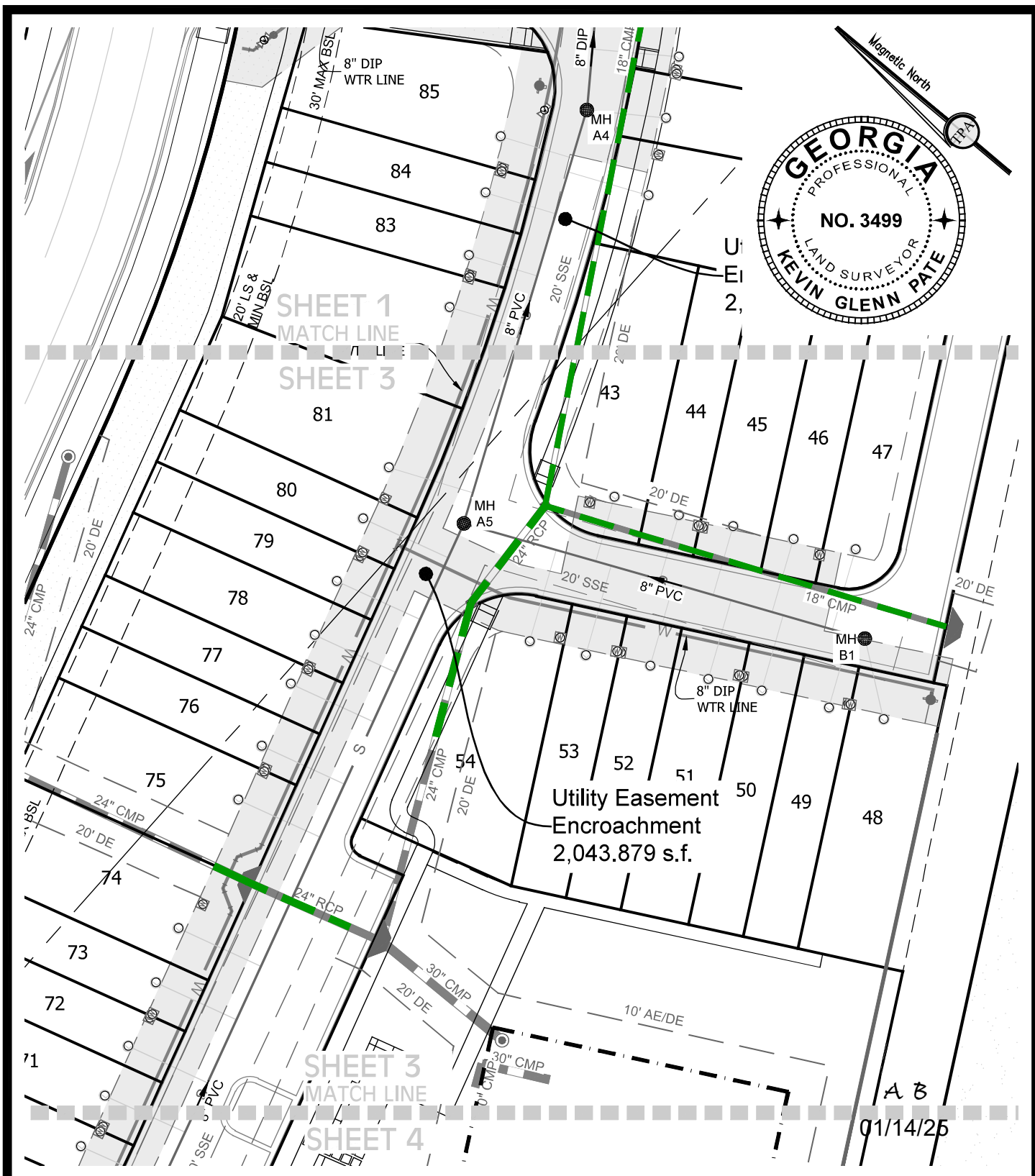
SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2583

DRAWN BY: SH

SHEET NO: 2 of 4



01/14/25



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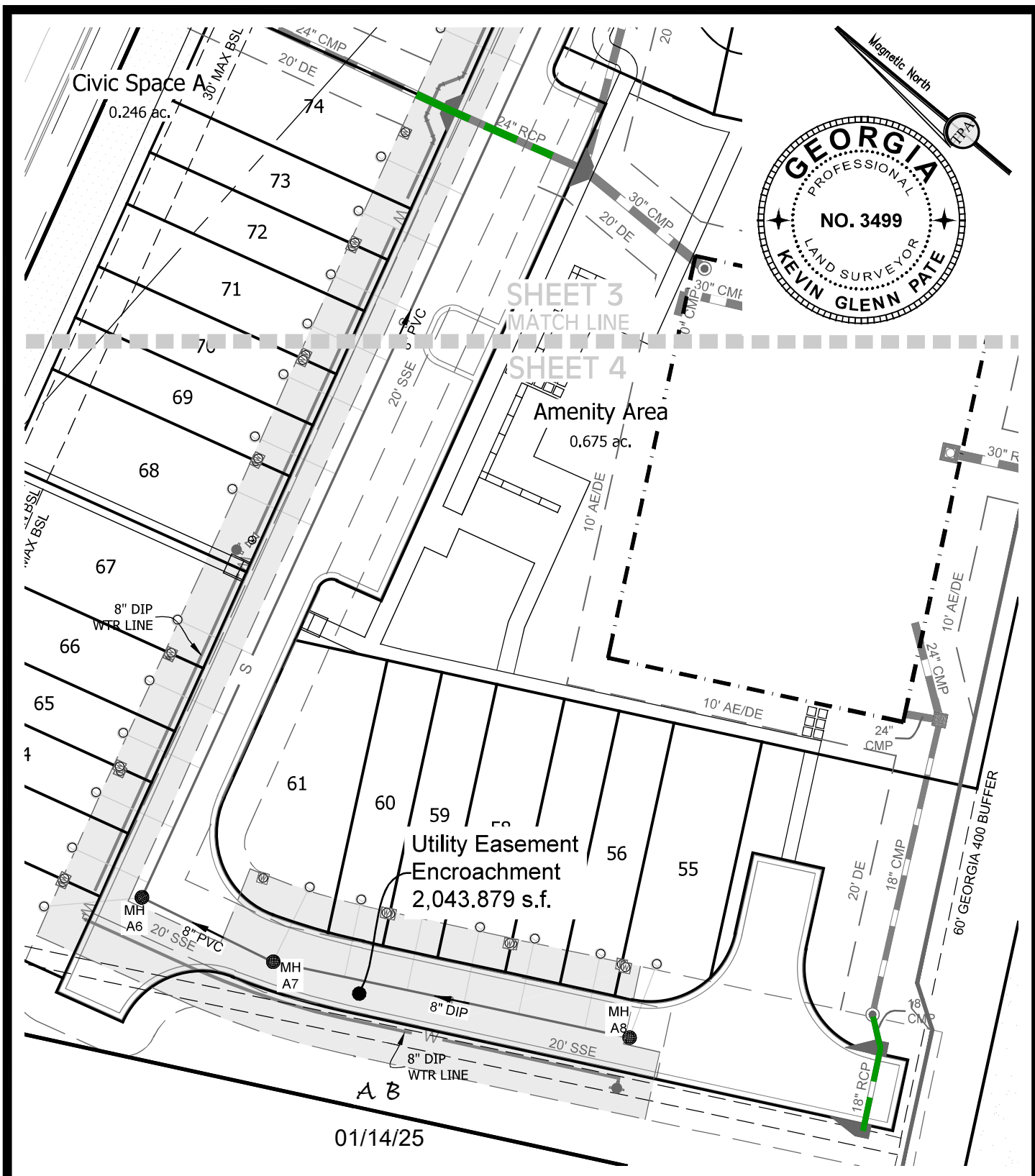
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GRAPHIC SCALE - IN FEET



PLAT DATE: 12/13/2024

FIELD DATE:

SCALE: 1" = 40'

JN: 1-22-0530

FN: 101-A-2583

DRAWN BY: SH

SHEET NO: 4 of 4



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0245

Meeting Date: 4/2/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Sewer Easement Dedication of 12,098 square feet to Fulton County, a political subdivision of the State of Georgia, from Above and Beyond Investment, LLC, for the purpose of constructing the 422 Hilderbrand Drive Project at 422 Hilderbrand Drive NE, Sandy Springs, Georgia 30328.

Requirement for Board Action

Fulton County Code, Appendix B -- Zoning Resolution, Article XXXIV. - Development Regulations, Section 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 422 Hilderbrand Drive Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer service line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 12,098 square feet and is located in Land Lot 71 of the 17th District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : 422 Hilderbrand Drive
Tax Parcel Identification No.: 17 007100020501
Land Disturbance Permit No.: WRN24-063
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

**SEWER EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 1st day of August, 2024, between Above and Beyond Investment, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 71, _____ Section (if applicable) of District 17, Fulton County, Georgia, and more particularly described as follows: To wit:

422 Hilderbrand Drive

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 1
day of August, 2024
in the presence of

GRANTOR: Above and Beyond Investment+
CORPORATE NAME

By:

Print Name:

Title:

By:

Print Name:

Title:

Witness

Notary Public

[NOTARIAL SEAL]



[CORPORATE SEAL]

TEXT LEGEND

OTPF = OPEN TOP FOUND
CTPF = CRIMPED TOP FOUND
RSF = REBAR FOUND
CMF = CONCRETE MONUMENT
IPS = IRON PIN SET (1/2" REBAR)
RW = RIGHT OF WAY
BSL = BUILDING LINE
NF = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PG = PAGE
D.E. = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PAL = PROPERTY LINE
CAL = CENTER LINE
TBM = BENCHMARK
FFE = FINISH FLOOR ELEVATION
AE = ACCESS EASEMENT

SYMBOL LEGEND

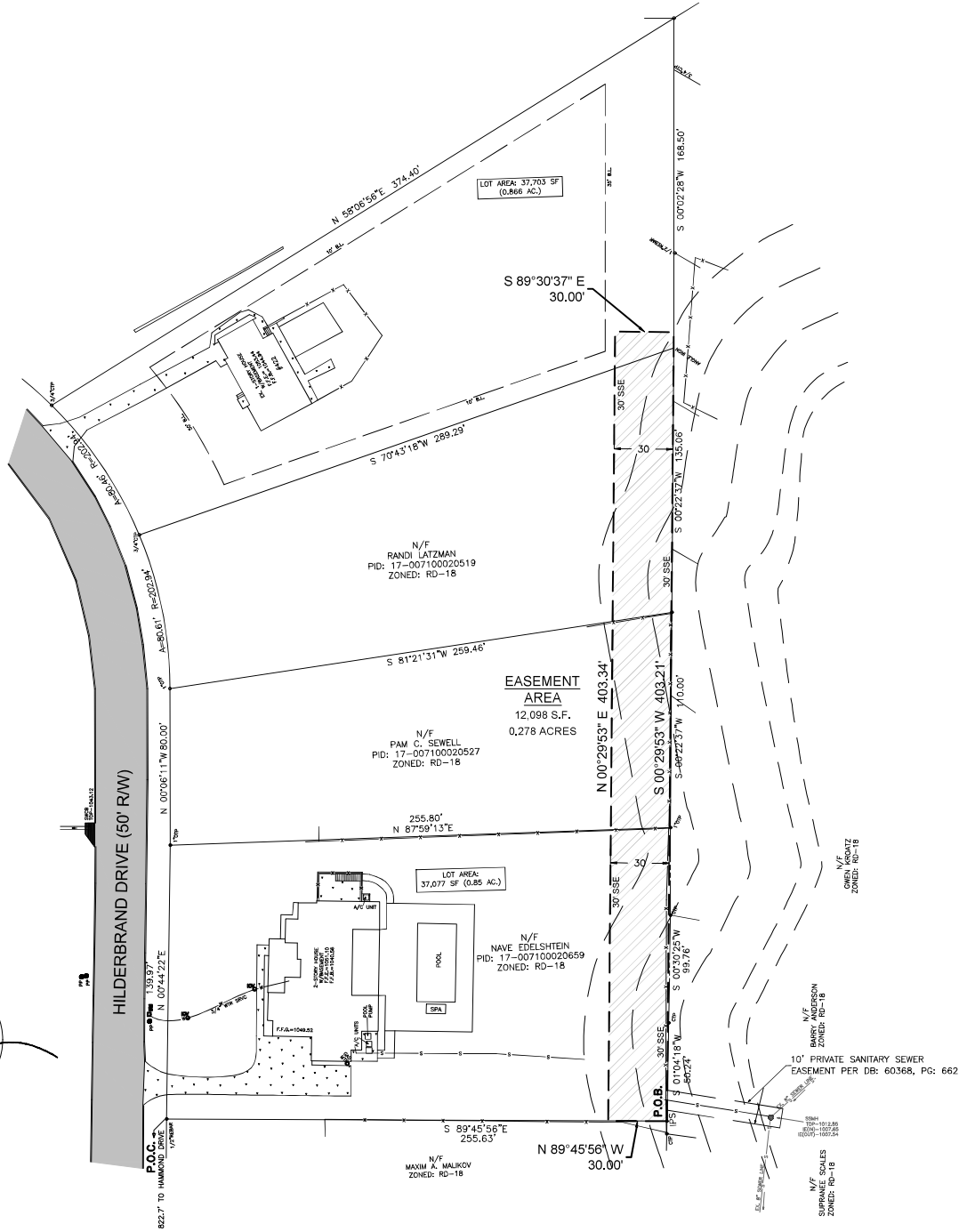
• = LIGHT POLE
• = SEWER LATERAL
• = WATER METER
• = POWER BOX
• = CABLE TV BOX
• = TELEPHONE CO. BOX
• = FIRE HYDRANT
• = WATER VALVE
• = OVERHEAD POWER LINE
• = GAS LINE
• = FENCE LINE
• = U.G. COMMUNICATION LINE
• = GAS LINE
• = WATER LINE
• = TELEPHONE LINES & CABLE
• = UNDERGROUND POWER
• = SANITARY SEWER
• = SET 1/2" REBAR
• = STORM PIPE
• = SIGN
• = RECORD CALL

GENERAL NOTES

1. NO FIELD WORK PERFORMED IN PREPARATION OF THIS EXHIBIT. SURVEY PROVIDED BY OTHERS.
2. THIS PROPERTY IS SUBJECT TO ADDITIONAL EASEMENTS OR RESTRICTIONS OF RECORD.
3. SURVEYOR DOES NOT WARRANT THE ACCURACY OF EASEMENTS AND BUFFERS THAT ARE ILLUSTRATED ON THE PLAT. THESE SHOULD BE VERIFIED PRIOR TO ANY CONSTRUCTION.
4. UTILITY EASEMENTS HAVE NOT BEEN FIELD VERIFIED BY SURVEYOR. CONTACT UTILITY CONTRACTOR FOR LOCATION PRIOR TO CONSTRUCTION. (IF APPLICABLE)
5. THIS DRAWING IS FOR EXCLUSIVE USE BY CLIENT. USE BY THIRD PARTIES IS AT THEIR OWN RISK.
6. ALL BUFFERS AND SETBACKS MAY NOT SHOWN AND SHOULD BE VERIFIED WITH THE LOCAL JURISDICTION.

Bjm

11/7/2024



SANITARY SEWER EASEMENT DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 71 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA, AND BEING A 30 FOOT WIDE SANITARY SEWER EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR ON THE WESTERLY RIGHT OF WAY LINE OF HILDERBRAND DR (50' R/W), POINT BEING LOCATED 822.7' FROM HAMMOND DR; THENCE LEAVING SAID RIGHT OF WAY LINE S 89°45'56" E FOR A DISTANCE OF 255.63 TO A POINT, SAID POINT IS THE POINT OF BEGINNING;
THENCE N 89°45'56" W FOR A DISTANCE OF 30.00' TO A POINT;
THENCE N 00°29'53" E FOR A DISTANCE OF 403.34' TO A POINT;
THENCE S 89°30'37" E FOR A DISTANCE OF 30.00' TO A POINT;
THENCE S 00°29'53" W FOR A DISTANCE OF 403.21' TO THE POINT OF BEGINNING.

SAID EASEMENT HAVING AN AREA OF 12,098 SQUARE FEET, 0.278 ACRES.

UTILITY NOTES & INFORMATION:

Utilities shown are based on above ground and visible evidence. Surveyor does not warrant the exact size, type, or location of utilities shown and furthermore no guarantee is made that other utilities may exist on site that are not shown.

David A. Harper, RLS

5911 Waterway Place
Flower Branch, GA 30542
Phone 678.410.3004

Contact: Ashley Harper: dharper3145@gmail.com

SANITARY SEWER EXHIBIT FOR:
444 Hilderbrand Dr

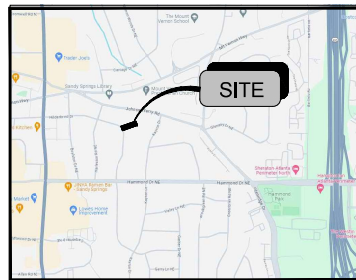
Parcel No. 17 00700020659
Land Lot 71, 17th District,
Fulton County, Georgia
Date: 10/23/24



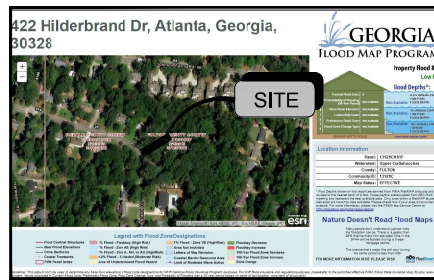
IF YOU DIG GEORGIA...
CALL US FIRST!
1-800-282-7411
UTILITIES PROTECTION CENTER
It's The Law!

SITE PLAN FOR 422 HILDERBRAND DRIVE

LAND LOT 71, DIST. 17
CITY OF SANDY SPRINGS, FULTON COUNTY, GA
TAX PARCELS: 17-007100020501



VICINITY MAP
N.T.S.



FEMA MAP
N.T.S.



AERIAL MAP
N.T.S.

NOTE: BASED ON GRAPHIC DETERMINATION, THIS PROPERTY DOES NOT LIE IN A FEMA-A/P/LAM-SPECIAL FLOOD HAZARD AREA (ZONE "X") PER COMMUNITY PANEL NO. 1312100161F DATED SEPTEMBER 18, 2013.

SUBMITTAL DATE

CITY OF SANDY SPRINGS COMMUNITY DEVELOPMENT - 5-19-2024

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C1	COVER SHEET
1 OF 1	SURVEY
C2	SITE PLAN
C3	GRADING & EROSION
C4	SAN SEWER PROFILE
C5	COUNTY DETAILS

SCOPE OF WORK: TO CONSTRUCT A SINGLE-FAMILY RESIDENTIAL HOME.

APPLICABLE CODES AND ORDINANCES

- All Parties Associated with this Project are Responsible to Comply with all Codes and Regulations
- International Building Code, 2018 Edition, with Georgia Amendments (2020)
- International Residential Code, 2018 Edition, with Georgia Amendments (2020)
- Georgia Amendments, Professional Deck Details
- International Fire Code, 2018 Edition
- International Plumbing Code, 2018 Edition, with Georgia Amendments (2020)
- International Mechanical Code, 2018 Edition, with Georgia Amendments (2020)
- International Fuel Gas Code, 2018 Edition, with Georgia Amendments (2020)
- NFPA National Electrical Code, 2017 Edition, with no Georgia Amendments
- International Energy Conservation Code, 2015 Edition, with Georgia Supplements and Amendments (2020)
- 2012 NFPA 101 Life Safety Code
- International Existing Building Code, 2015 Edition, with Georgia Amendments (2015)
- NFPA Codes and Standards, Current Edition
- NFPA 121 Life Safety Code 2012 Edition (Amended by 100-2-3)
- International Fire Code (IFC), 2012 Edition with Amendments (2014) Adopted by the State Fire Marshal per 20-120-5-3 of Rules and Regulations of the Safety Fire Commissioner.

PROJECT NAME: 422 HILDERBRAND DRIVE
PROJECT NUMBER: WRN24263
SITE ADDRESS: 422 HILDERBRAND DRIVE, SANDY SPRINGS, GA
WASTEWATER SERVICES PROVIDED BY FULTON COUNTY



P.O. BOX 366411
ATLANTA, GA 30336
(205) 266-1648
darrell@jdmconsultantsllc.com
jdmconsultantsllc@gmail.com

CLIENT:

THIS DRAWING IS THE PROPERTY OF JDM CONSULTANTS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION IDENTIFIED HEREIN. NO PART OF THIS DRAWING IS TO BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM BY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPYING OR OTHERWISE WITHOUT THE PRIOR PERMISSION OF JDM CONSULTANTS, LLC.

SEAL:



GSWCC # 77396 EXP. DATE: 7/1/2025

NO.	DATE	DESCRIPTION
1	7-1-2024	COMMENTS ADDRESSED

PROJECT:

422 HILDERBRAND DRIVE

SANDY SPRINGS, GA 30328
LAND LOT 71, DIST 17
FULTON COUNTY, GA
PARCEL ID: 17 007100020501
PROJECT NUMBER: WRN24263

SHEET TITLE:

COVER SHEET

DESIGNED BY: JDM

DRAWN BY: DJ

CHECKED BY: DJ

APPROVED BY: JDM

SCALE: AS SHOWN

DATE: 5-19-2024

PROJECT NO.:

SHEET:

C1



ISSUED FOR CONSTRUCTION

TOTAL SITE AREA: 0.87 AC.
ZONING: RD18 (SINGLE FAMILY RESIDENTIAL DIST.)

DEVELOPMENT TEAM

OWNER
NAVE EDELSHTEN
422 HILDERBRAND DRIVE
SANDY SPRINGS, GA 30328
PHONE: (818) 987-1882

ENGINEER
JDM CONSULTANTS, LLC
P.O. BOX 366411
ATLANTA, GA 30336
PHONE: (205) 266-1648
CONTACT: DARRELL JOHNSON

SURVEYOR
ALPHA LAND SERVICES
PHONE: (770) 696-4054

GOVERNING AGENCIES

CITY OF SANDY SPRINGS
COMMUNITY DEVELOPMENT
1 GALAMBOS WAY
SANDY SPRINGS, GA 30328
PHONE: (770) 730-5600

N (GRID NORTH)

PP

2009
TOP=1043.12

HILDEBRAND DRIVE (50' R/W)

AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-6-57, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. 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.

RR

ROBERT W. RICHARDSON, GA RLS 83418

DATE



LEGEND

- RP = 1/2" REBAR FOUND
- PP = 1/2" REBAR PIN SET
- LL = LAND LOT
- LLL = LAND LOT LINE
- PL = PROPERTY LINE
- CL = CENTERLINE
- BL = BALDING LINE
- R/W = RIGHT-OF-WAY
- S.E. = SANITARY SEWER EASEMENT
- G.E. = GRASSY EASEMENT
- MB = MANHOLE
- CB = CATCH BASIN
- J.B. = JUNCTION BOX
- WB = WEDGELINE
- DI = DROP INLET
- PP = PROPERTY POLE
- FE = FIRE HYDRANT
- IE = INVERT ELEVATION
- F.F.E. = FINISHED FLOOR ELEVATION
- F.F.B. = FINISHED FLOOR BASEMENT
- B.C. = BACK OF CURB
- EP = EDGE OF PAVEMENT
- N/F = NOW OR FORMERLY
- P.O.B. = POINT OF BEGINNING
- S— = SANITARY SEWER LINE/PIPE
- V—X—X— = FENCE LINE
- O— = FLOOD HAZARD ZONE LINE
- W— = WATER LINE
- FW— = FLOW LINE
- C.E. = CONSTRUCTION EASEMENT
- WV = WATER VALVE
- LS = LIGHT STANDARD
- OTF = OPEN TOP PIPE FOUND
- CTF = COVER TOP PIPE FOUND
- WD = WOOD DECK
- CD = CLEAN OUT
- ICV = IRRIGATION CONTROL VALVE
- WM = WATER METER
- GW = GUY WIRE

20 10 0 20
GRAPHIC SCALE = 1"=20'

ALPHA LAND SERVICES
P.O. BOX 1001
LOANVILLE, GA 30055
ENGINEERING & LAND SURVEYING
OFF: 770.885.4024 FAX: 770.885.4025
WWW.ALPHALANDSERVICES.COM

SURVEY FOR:
**422 & 444 HILDEBRAND DR.
SEWER EXTENSION**
LOT: 15616 BLOCK: 8
SUB: SANDY SPRINGS
COUNTY: REALTY
GEORGIA
FIELD DATE: 04/04/24
PLAT DATE: 04/18/24
JOB NO.: 20055588

822.7' TO HAMMOND DRIVE
1/2" REBAR

139.97'
N 00°44'22"E

N 00°06'11"W 80.00'

A=80.81' R=202.94'

A=80.46' R=202.94'

3/4" CP

3/4" CP

3/4" CP

N 87°04'30"W 256.63'
EX. CHAIN LINK FENCE

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EX. CHAIN LINK FENCE

75' STREAM BUFFER

50' STREAM BUFFER

25' STATE WATERS BUFFER

10' PRIVATE SANITARY SEWER
EASEMENT PER DB: 80388, PG. 662

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EX. CHAIN LINK FENCE

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N 87°04'30"W 256.63'
EX. CHAIN LINK FENCE

ISSUED FOR CONSTRUCTION

culpa

SEAI



REVISIONS

NO.	DATE	DESCRIPTION
1	7-11-2024	COMMENTS ADD

PROJECT:

SANDY SPRINGS, GA 30328
LAND LOT 71, DIST 17
FULTON COUNTY, GA
PARCEL ID: 17 007100020501

SHEET TITLE:

COUNTY DETAILS

DESIGNED BY: JDM
DRAWN BY: DJ
CHECKED BY: DJ
APPROVED BY: JDM

SCALE: AS SHOWN

DATE: 5-19-2024

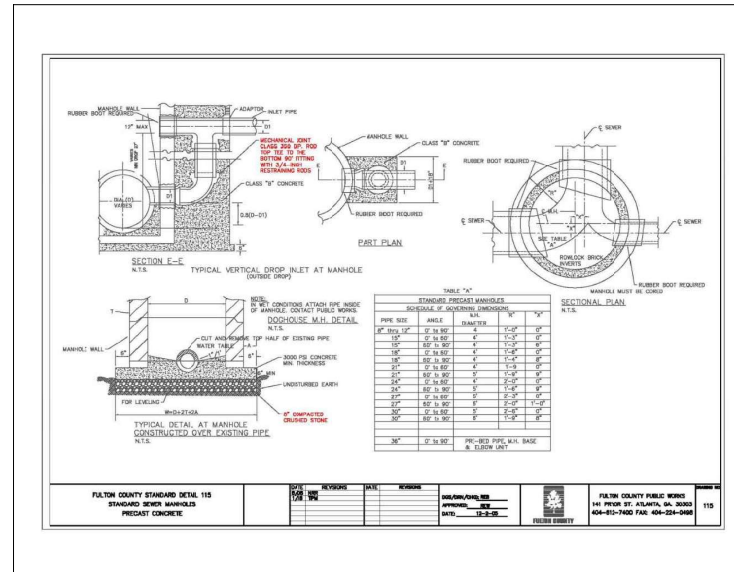
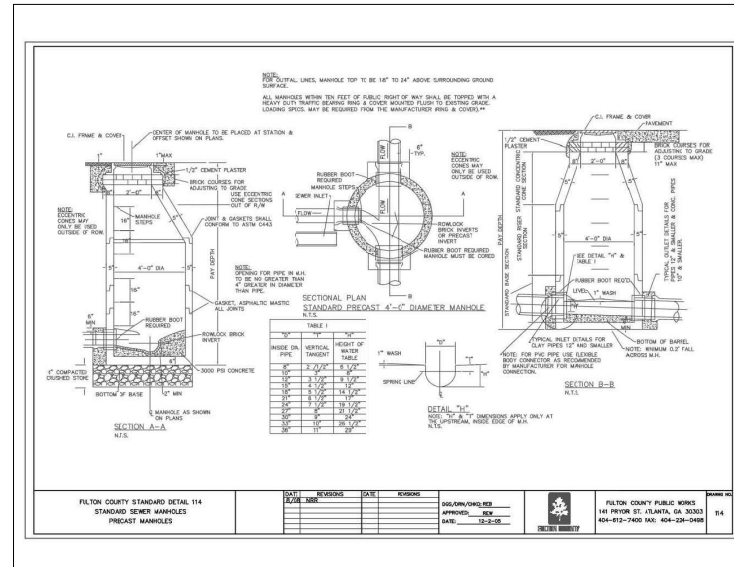
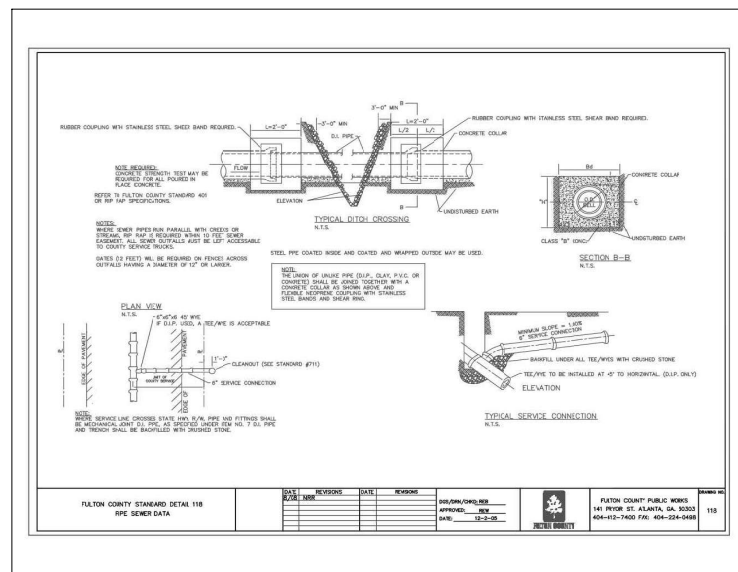
PROJECT NO. _____

SHEET

C5



ISSUED FOR CONSTRUCTION



PROJECT NAME: 422 HILDERBRAND DRIVE
PROJECT NUMBER: WRN24-003
SITE ADDRESS: 422 HILDERBRAND DRIVE, SANDY SPRINGS, GA



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0246

Meeting Date: 4/2/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Water Vault Easement Dedication of 9 square feet to Fulton County, a political subdivision of the State of Georgia, from O CHK, Inc., owner, for the purpose of constructing the McAlister's Deli Project at 1555 Holcomb Bridge Road, Roswell, Georgia.

Requirement for Board Action

Fulton County Code, Appendix B -- Zoning Resolution, Article XXXIV. - Development Regulations, Section 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 McAlister's Deli Project, a commercial retail development, requires a water line 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 9 square feet and is in Land Lot 613 of the 1st District, 2nd 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

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 : McAlister's Deli
Tax Parcel Identification No.: 12-2410-0584-053-8
Land Disturbance Permit No.: WRN24-056
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 19th day of November, 20 24 between **O CHK, INC.**, a corporation duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the installation of a water vault, water meter, and appurtenances on subject property, and in consideration of the benefits which will accrue to the subject property from the installation of a water vault, water meter, 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 the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 613 of the 1st District, 2nd Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

McAlister's Deli

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, installation, access, maintenance and upgrade of a water vault, water meter and appurtenances according to the location and size of said water vault, water meter 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, water meter and appurtenances within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor(s) hereby convey and relinquish to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on the water vault structure, water meter 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, water meter and appurtenances for the use of the property as herein agreed.

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

SEE ATTACHED SIGNATURE / NOTARY PAGE

Signed, sealed and delivered this _____
day of _____, 20 _____
in the presence of:

GRANTOR: O CHK, Inc., a Delaware corporation
CORPORATE NAME

Witness

See Attached Certificate

Notary Public

[NOTARIAL SEAL]

By: _____

Print Name: **See Attached Certificate**

Title: _____

By: _____

Print Name: _____

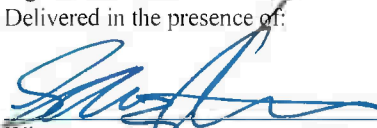
Title: _____

[CORPORATE SEAL]

O CHK, Inc.,
a Delaware corporation

By: 
Name: Karolina Ericsson
Title: SVP, Associate General Counsel

Signed, sealed and
Delivered in the presence of:


Witness SAMUEL COHEN

Approved As To Form
Legal Department
DR CES
Diana Rabbani

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

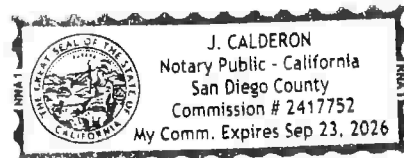
STATE OF CALIFORNIA)
COUNTY OF)

On November 19, 20 24 before me, J. Calderon, personally appeared Karolina Ericsson who signed the above-referenced Instrument in my presence and who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within Instrument, and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/ her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

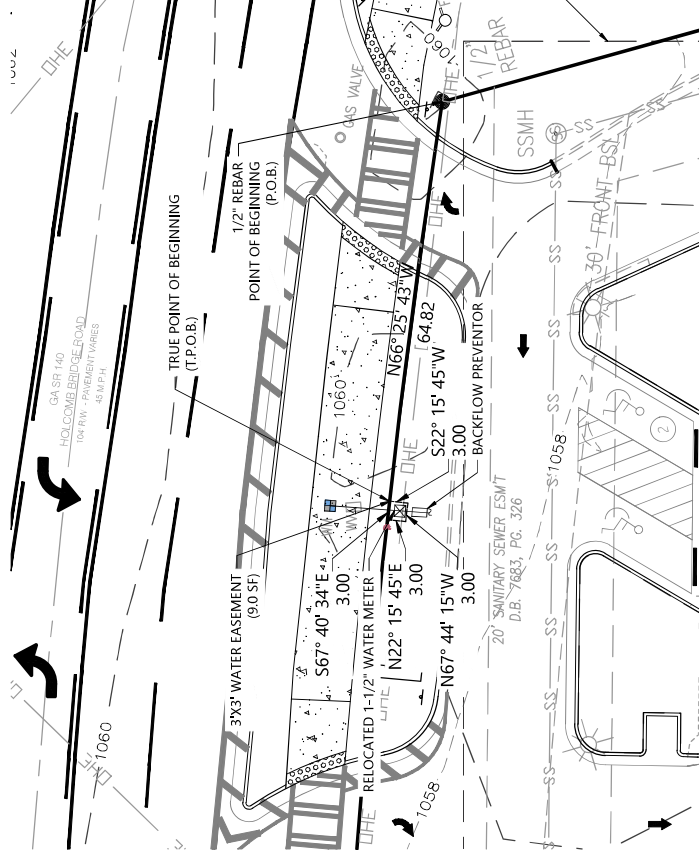
Signature  (Seal)
Name: _____



FULTON COUNTY
PROJECT NUMBER
WRN24-056

EXHIBIT A

WATER EASEMENT



NOTES:

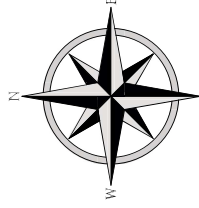
1. OWNER:
O CHK, INC.
11995 EL CAMINO REAL
SAN DIEGO, CA 92130
2. TOTAL EASEMENT AREA: 9 SF
3. TAX PARCEL #: 12-2410-0584-053-8

DS 12/12/2024

AS Brandon Scott

Fulton County Government

Project #WRN24-056



DUSOUTH

Land Surveying Civil Contracting
Civil Engineering

22 S. Barnett Shoals Rd.
Watkinsville, Ga 30677
706.310.1961

Email: info@dusouth.net
Online: www.dusouthsurveying.com

McALISTER'S DELI

1555 HOLCOMB BRIDGE ROAD
ROSWELL, GA 30076
FULTON COUNTY

PARCEL: 12-2410-0584-053-8
LAND LOT 613, DISTRICT 1, SECTION 2

GRANTOR/OWNER

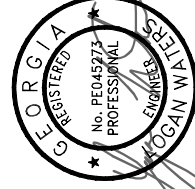
O CHK, INC.

DATE

07/11/2024

PROJECT

22-168



Water Easement Legal Description

All that area of land lying and being in Land Lot 613 of the 1st District, Fulton County, Georgia being more particularly described as follows:

Beginning at a 1/2" rebar found on the southern right-of-way of Holcomb Bridge Road (104' R/W), that point being the POINT OF BEGINNING (P.O.B.), thence running along said right-of-way North 66 degrees 25 minutes 43 seconds West a distance of 64.82 feet to a point, that point being the TRUE POINT OF BEGINNING (T.P.O.B.), thence leaving said right-of-way South 22 degrees 15 minutes 45 seconds West a distance of 3.00 feet to a point, thence North 67 degrees 44 minutes 15 seconds West a distance of 3.00 feet to a point, thence North 22 degrees 15 minutes 45 seconds East a distance of 3.00 feet to a point on the southern right-of-way of Holcomb Bridge Road (104' R/W), thence continuing along said right-of-way South 67 degrees 40 minutes 34 seconds East a distance of 3.00 feet to a point, that point being the TRUE POINT OF BEGINNING (T.P.O.B.)

Said easement area contains 9 square feet, as shown on an Easement Exhibit for McAlister's Deli, by DuSouth Surveying & Engineering, Inc., dated July 11, 2024.

DS 12/12/2024
BS
Brandon Scott

Fulton County Government

Project #WRN24-056



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0247

Meeting Date: 4/2/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a Resolution authorizing a Master Lease Agreement between Fulton County, Georgia (Lessor) and MicroLife Institute, Inc. (Lessee) for County-owned real estate located at 4807 Cochran Road, Union City, Georgia, for the development of a community of cottage homes thereon; authorizing the Chairman to execute the Master Lease Agreement and related documents; authorizing the County Attorney to approve the Master Lease Agreement and related documents as to form and to make modifications thereto prior to execution. Effective upon BOC approval.

Requirement for Board Action

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the county, as they may deem expedient, according to law.

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 Fulton County previously entered into an Amended and Restated Contract Agreement with MicroLife Institute, Inc. ("MicroLife") for the development of a community of cottage homes in order to increase the supply of affordable housing within Fulton County. The Amended and Restated Contract Agreement requires the parties to execute a Master Lease Agreement pursuant to which Fulton County will lease 2.16+/- acres of County-owned real property

located at 4807 Cochran Road, Union City, Georgia to MicroLife, and upon which MicroLife will develop the cottage home community.

Fulton County and MicroLife have negotiated mutually acceptable terms for the Master Lease Agreement, with an initial term of three years and additional renewal options available upon request.

MicroLife, the Fulton County Department of Real Estate and Asset Management (“DREAM”), and the Fulton County Department of Housing and Community Development are requesting the Fulton County Board of Commissioners (“BOC”) approve the execution of this Master Lease Agreement in accordance with the terms of 22RFP1011K-DB Program Management Services, for the Affordable Tiny Homes, approved as Agenda Item 23-0289 by the BOC on April 19, 2023, and as amended and restated per Agenda Item 24-0834, approved by the BOC on December 4, 2024 for development and other services.

Community Impact: The Fulton County Department of Housing and Community Development’s objective for the approval of the Master Lease Agreement is to increase the availability of affordable housing in Fulton County. The cottage homes constructed by MicroLife will be made available for purchase to buyers that meet predetermined economic criteria.

Department Recommendation: DREAM and the Fulton County Department of Housing and Community Development recommend approval of the Master Lease Agreement with MicroLife to facilitate the development of the 2.16+/- acre tract of County-owned real property located at 4807 Cochran Road, Union City, Georgia for affordable housing.

Project Implications: Potential homeowners will have another option to consider when purchasing a home in Fulton County, Georgia.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Approval of the Master Lease Agreement does not require the payment or receipt of funds.

STATE OF GEORGIA

COUNTY OF FULTON

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (“Master Lease Agreement”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, (herein “Lessor”) and **MicroLife Institute, Inc.**, a nonprofit corporation registered to conduct business in the State of Georgia (herein “Lessee”). Lessor and Lessee may each be individually referred to as Party, or together, as Parties.

WITNESSETH:

WHEREAS, the Parties find that there is a serious shortage of affordable housing options within Fulton County, Georgia; and

WHEREAS, to address the shortage of affordable housing in Fulton County, Georgia, on August 3, 2022, the Fulton County Board of Commissioners adopted Resolution 22-0545, approving the use of not less than One Million Dollars (\$1,000,000.00) in American Rescue Plan Act of 2021 (H.R. 1319, 117th Cong.) (2021) (“ARPA”) funding to implement a pilot program to develop and construct a community of tiny homes on real property owned by Fulton County, as Lessor herein; and

WHEREAS, the pilot program was modified on September 6, 2023, via Agenda Item No. 23-0576, to the development and construction of a community of cottage homes, which are slightly larger than tiny homes; and

WHEREAS, the pilot program is anticipated to include the construction and sale of nine (9) cottage homes in Phase I, and to include the construction and sale of an additional nine (9) cottage homes in Phase II, should its implementation be approved by both Parties (with “Project” defined as Phase I, and only if approved by both Parties, Phase II); and

WHEREAS, the cottage homes constructed through the Project will be sold by Lessee to Fulton County residents earning no more than 80% of the area median income, with a preference for residents earning no more than 60% of the area median income, in order to increase the supply of affordable housing within Fulton County; and

WHEREAS, Fulton County, as Lessor, owns Property located at 4807 Cochran Road, Union City, Fulton County, Georgia (Parcel ID: 09F220201001160) (the “Property”) that is suitable for the development of the Project; and

WHEREAS, Lessor desires to let to Lessee, and Lessee desire to lease from Lessor, the Property, being approximately 2.16+/- acres of space, as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference (“Leased Premises”) in order for Lessee to undertake and complete the Project; and

WHEREAS, the Parties have entered into that Amended and Restated Contract Agreement, dated as of December 20, 2024 (“Development Contract”) and as attached hereto as Exhibit B and incorporated herein by reference, pursuant to which the Lessee shall act as Lessor’s subrecipient of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in ARPA funding as a grant to be used by Lessee toward the development of the Project to support Lessor’s goal of providing more affordable housing in Fulton County; and

WHEREAS, pursuant to the Development Contract, Lessee shall design, construct, and manage the Project, and the sale of individual cottage home units to appropriate purchasers, as further described herein; and

WHEREAS, the Parties agree and acknowledge that the Leased Premises and all improvements developed or constructed thereupon, including the cottage home units, shall remain the property of Lessor for the entirety of, and following the expiration or termination of, the term of this Master Lease Agreement, unless and until sold to an appropriate purchaser or transferred to a homeowner’s association created to hold, maintain, and manage such common property; and

WHEREAS, pursuant to the Development Contract, the Parties contemplated entering into this Master Lease Agreement pursuant to which the Lessor shall lease the Leased Premises upon which the Project is to be constructed to Lessee; and

WHEREAS, the recitals hereto are incorporated herein as part of this Master Lease Agreement.

NOW THEREFORE, for and in consideration of the mutual promises between the Parties herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties mutually agree as follows:

1.
Leased Premises

Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter mentioned, to be kept and performed by Lessee, does lease unto the said Lessee, and said Lessee hereby agrees to lease, and take upon the terms and conditions which hereinafter appear, the Leased Premises, as more particularly described in Exhibit A. The Leased Premises consists of approximately 2.16+/- acres.

2.
Consideration

The Parties agree that, in lieu of monetary rental payments to be made by Lessee, Lessee’s fulfillment of its obligations as a subrecipient of the ARPA funding, carrying out and completing the Project and thereby increasing the supply of affordable housing in Fulton County, and complying with all the terms and conditions of the Development Contract and this Master Lease Agreement, are adequate consideration for Lessor entering into this Master Lease Agreement for use of the Leased Premises.

3.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the Leased Premises as described herein. Following execution by the Parties, the Master Lease Agreement shall commence on the Effective Date and run through December 19, 2027 (“Initial Term”). After the Initial Term and provided the Master Lease Agreement is not sooner terminated pursuant to Sections 10 or 11 of this Master Lease Agreement, Lessee shall have a one (1) one-year option to renew the Master Lease Agreement (“Renewal Term”), beginning December 20, 2027 and ending December 19, 2028; provided that Lessee deliver to the Fulton County Manager a written notice of renewal within the time period prescribed below in this section of the Master Lease Agreement. The request for renewal shall be subject to and conditioned on approval by the Board of Commissioners. Except as provided herein, under no circumstances shall the term of the Master Lease Agreement extend beyond December 20, 2028, unless the Parties mutually agree in writing to extend the Master Lease Agreement.

In the event that the Parties agree in writing to approve the implementation of Phase II of the Project, this Master Lease Agreement may be renewed for an additional three (3) year initial term (“Phase II Initial Term”) by the mutual written agreement of the Parties at least sixty (60) days prior to the expiration date of the Initial Term, with a one (1) one-year renewal option (“Phase II Renewal Term”). The Phase II Initial Term may commence at any time when (i) the Parties mutually agree and (ii) Lessee has secured adequate financing to commence Phase II.

Notice of Lessee’s desire to exercise its option for the Renewal Term or Phase II Renewal Term shall be given to Lessor in writing at least sixty (60) days prior to the expiration date of the Initial Term or the Phase II Initial Term, as applicable. It is further provided that either option may be exercised by Lessee only in the event that all covenants, agreements, provisions, stipulations, terms and conditions of this Master Lease Agreement, the Development Contract, and any additional agreements entered into between the Parties concerning the Project, on the part of Lessee to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

It is understood that, at the end or upon termination of the Master Lease Agreement, including where all options to extend are exercised and granted, this Master Lease Agreement shall terminate absolutely and without further obligation on the part of the Lessor or Lessee, except as to those provisions and obligations that survive termination.

4.

Use of Premises

Lessee shall utilize the Leased Premises solely for the purposes of developing, completing, and selling the Project in compliance with the Development Contract, which is incorporated herein by reference, and any additional agreements entered into between the Parties concerning the Project, as applicable. Lessee shall not allow waste on the Leased Premises. The Leased Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all applicable municipal, county, state, and federal regulations or requirements or in any way relating to the construction, use and occupancy of the Leased Premises. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the Leased Premises hereafter adopted by Lessor if made known to Lessee in writing in

advance of adoption, which shall have the same force and effect as the covenants of this Master Lease Agreement. Lessee shall be responsible for making certain that its guests, visitors, patrons, agents, employees, vendors, and contractors observe all such rules and regulations.

Lessee shall not permit or allow the Leased Premises to be damaged or diminished in value by any act or negligence of Lessee or Lessee's officers, guests, visitors, patrons, agents, employees vendors, or contractors, in any manner whatsoever, ordinary wear and tear excepted.

5.

Access to the Leased Premises

Lessee shall limit access to the Leased Premises to its officers, employees, partners, vendors, service providers, contractors, subcontractors, potential purchasers, and other associates. Lessee shall provide security adequate to prevent unauthorized access of the Leased Premises.

6.

Condition of the Leased Premises

Lessee accepts the Leased Premises in its condition "as is" and as suited for the Project. Lessee has examined and knows the condition of the Leased Premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of Lessor prior to or at the execution of this Master Lease Agreement, that are not herein expressed. Lessee agrees that it will take good care of the Leased Premises, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear and any damage or impact due to the construction of the Project excepted.

Lessee shall promptly notify Lessor of any condition on the Leased Premises that may require the immediate attention of Lessor.

7.

Utilities; Security Services

7.1 Utilities. Except as otherwise agreed upon by Lessor and Lessee, Lessee shall contract and pay for all utility services necessary, including but not limited to, electricity, water, sewer, gas, fuel, and garbage/sanitation, for its operations and Project completion on the Leased Premises and assume any and all operating costs associated therewith. Upon the transfer of each cottage home unit, whether via sale or rent, all utilities shall concurrently be transferred to the applicable eligible purchaser or renter and neither Lessee nor Lessor shall have any further responsibility therefor.

7.2 Security Services. Lessee shall provide, at Lessee's sole expense, security staff and security system(s) sufficient for the physical security of the Leased Premises until the sale or rental of the last remaining cottage home unit constructed for the Project, and the concurrent transfer of any and all common property located on the Leased Premises to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units.

8.

Liability; Insurance; Bonds

8.1 Liability. Lessee shall be responsible from the Effective Date for third party liability of any kind resulting from its occupancy, construction, or other work undertaken by Lessee or on Lessee's behalf on the Leased Premises. The Lessee agrees to indemnify and hold harmless Lessor, its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Leased Premises, caused solely by the activity of the Lessee and or Lessee's contractors. Lessee shall be responsible for obtaining insurance for its personal property and all construction work undertaken and/or completed on the Leased Premises.

8.2 Nonliability of Lessor. Lessor shall not be liable for any damage to, or loss of, Lessee's property or loss of use of Lessee's property through theft or otherwise, or damage done or occasioned by or from water, snow or ice, vegetation or pests, nor for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property. Nothing herein shall be considered as a waiver of Lessor's sovereign immunity or the waiver of any immunity of Lessor's officials, employees or agents.

8.3 Insurance. Lessee agrees to obtain and maintain in full force and effect without interruption during the entire term of this Master Lease Agreement, all of the insurance required as specified in Exhibit C, Insurance and Risk Management Forms, attached hereto, in addition to all insurance required by this Section 8, with Lessor as an additional insured, and shall furnish Lessor a Certificate of Insurance showing the required coverage, all at no cost to Lessor. The cancellation of any policy of insurance required by this Master Lease Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code. Prior to any change or expiration of required insurance, Lessee shall furnish Lessor the new Certificate of Insurance showing the new required coverage. Policies shall protect the Lessor and Lessee on a primary basis from any and all Claims arising out of or in connection with the Lessee activities and/or operations in connection with the use, development, construction, and sale of said Leased Premises.

Lessee insurance shall apply as Primary Insurance before any other insurance or self-insurance, including deductibles, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Failure to maintain any required insurance coverage shall constitute an event of default by Lessee under this Master Lease Agreement.

Notwithstanding anything in this Master Lease Agreement to the contrary, Lessee agrees that Lessor may self-fund any and all insurance required of Lessor under this Master Lease Agreement.

8.4 Builder's Risk Insurance. Lessee shall, or cause its contractors to, also maintain and provide a Builder's Risk Insurance Policy to be made payable to Lessor and in an amount equal to the full replacement cost of the Project. It shall be "All Risk" completed value insurance coverage on all completed work and work in progress to the full replacement value thereof, and Lessor shall be included as an additional named insured. Coverage shall continue until the construction of the Project is completed and accepted as such in writing by Lessor.

8.5 Fire and Hazard Insurance. Lessee shall also maintain a fire and all risks hazard insurance coverage upon the improvements on the Leased Premises, such insurance to be in an amount not less than the full replacement cost of the improvements, exclusive of excavations and foundations. Lessor shall be an additional insured on such policy as its interests may appear. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, Lessee shall notify Lessor immediately.

8.6 Bonds. Lessee shall be required to obtain and keep in force at all times performance and payment bonds as further described in Article 42 of the Development Contract.

9.
No Assignment or Subletting

Lessee may not assign, transfer or sublease this Master Lease Agreement without the prior written consent of Lessor.

10.
Termination for Cause; Termination for Convenience

10.1 Default. The following events shall be deemed to be events of default by Lessee under this Master Lease Agreement:

- (i) a receiver or trustee shall be appointed for the Leased Premises or for all or substantially all of the assets of Lessee;
- (ii) Lessee shall abandon or vacate all or any portion of the Leased Premises or fail to take possession thereof as provided in this Master Lease Agreement;
- (iii) Lessee shall fail to implement and complete the Project according to the Development Contract; or
- (iv) Lessee shall do, or permit to be done, anything which creates a lien upon the Leased Premises which lien is not removed by payment or bond within thirty (30) business days after Lessee receives notice thereof.

10.2 Upon the occurrence of any of the aforesaid events of default, Lessor shall have the option to pursue any one or more of the following remedies without any notice of demand whatsoever: terminate this Master Lease Agreement, in which event Lessee shall immediately surrender the Leased Premises and any remainder of the \$1,500,000.00 in ARPA funds provided by Lessor [Fulton County] pursuant to the Development Contract to Lessee and, if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim of damages, as permitted by Georgia law, therefore, except as provided in this Section 10.

10.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any other remedy hereunder or of any damages accruing to

Lessor by reason of violation of any of the terms, covenants, warranties and provisions herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. In determining the amount of loss or damage, which Lessor may suffer by reason of termination of this Master Lease Agreement following default by Lessee or the deficiency arising by reason of any re-letting of the Leased Premises by Lessor as above provided, allowance shall be made for expense of repossession.

10.4 Termination for Convenience. Notwithstanding the provisions of this Section 10 of this Master Lease Agreement concerning default, or anything else contained in this Master Lease Agreement, Lessor may terminate this Master Lease Agreement without cause at any time, for the convenience of the Lessor, upon the giving of sixty (60) days written notice to Lessee. Lessee may terminate this Master Lease Agreement with or without cause at any time, upon the giving of one hundred twenty (120) days written notice to Lessor. Upon any such termination by Lessor or Lessee, any improvements theretofore made, structures constructed upon, or additions to the Leased Premises by Lessee pursuant to the Development Contract and/or related to the Project shall remain as a part of the Leased Premises and become the property of Lessor along with Lessee returning all unspent ARPA grant funds to Lessor as set forth in this Section 10.

11.

Termination Upon Sale of Cottage Home Units

Unless sooner terminated according to the provisions of Section 10 above, the provisions of this Master Lease Agreement shall automatically terminate as to, and cease to apply to, each portion of the Leased Premises underlying each cottage home unit (with such portions of the Leased Premises substantially as depicted in Exhibit D, Phase I Plan, attached hereto, and which may be modified by Lessee with Lessor's approval) upon the sale or rental of such cottage home unit, in accordance with the Development Contract and Exhibit E, Sale of Units, of this Master Lease Agreement. Upon the sale or rental of the last remaining cottage home unit constructed for the Project, and the concurrent transfer of any and all common property located on the Leased Premises to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units, this Master Lease Agreement shall be automatically terminated in full and be of no further force and effect. For the avoidance of doubt, at the expiration or earlier termination of this Master Lease Agreement, any portion of the Lease Premises not then sold to a homebuyer or transferred to a homeowner's association shall remain the property of Lessor.

Upon the sale of each portion of the Leased Premises underlying each cottage home unit, as well as the sale of the last remaining cottage home unit and transfer of any and all common property located on the Leased Premises to the applicable homeowner's association, the Leased Premises and all improvements located thereon shall henceforward constitute and belong to and be the absolute property of the owners and homeowner's association, respectively, without further act or conveyance by Lessee, and without liability to make compensation to Lessee or to anyone whatsoever, and free and discharged from all and every lien, encumbrance and charge of any character created or attempted to be created by Lessee at any time.

In the event that ownership of any portion of the Lease Premises is not transferred to a new owner or the applicable homeowner's association, such portion of the Leased Premises shall

remain in Lessor's ownership. This provision shall survive the expiration or earlier termination of this Master Lease Agreement.

Concurrent with the sale of each cottage home unit, Eligible Homebuyer(s) (as defined in Exhibit E) will complete any required pre-purchase counseling, as evidenced by a certificate from a HUD-certified Housing Counseling Agency and execute a Second Mortgage Loan Security Deed in substantially the form attached hereto as Exhibit F, attached hereto, which may be modified by Lessor in its sole discretion.

12.

Removal of Effects upon Termination

If Lessee has not removed all of its effects from the Leased Premises at the end of, or at any termination of this Master Lease Agreement, Lessor may, at its option, remove all or part of said effects in any manner that Lessor shall choose and store the same without liability to Lessee for loss thereof, and request that Lessee reimburse Lessor for all expenses incurred in such removal and also storage of said effects.

13.

Quiet Enjoyment

Lessee, upon performing and observing all term covenants and conditions of this Master Lease Agreement on Lessee's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the term of the Master Lease Agreement, as same may be renewed or extended, subject, nevertheless to the terms of this Master Lease Agreement.

14.

Licenses

Lessee shall obtain, at its own expense, all permits and licenses required by all municipal, state, local, and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the Project as called for under this Master Lease Agreement.

15.

Condemnation

If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein set forth, is condemned by any legally constituted authority for any public use or purpose, or is sold by Lessor in lieu or under threat of condemnation, then in either of said events this Master Lease Agreement shall cease from the time when possession thereof is taken by public authority. Such termination, however, shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damages from the condemnor caused by condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Master Lease Agreement as herein provided.

16.
Leasehold Interest

This Master Lease Agreement shall create a ground lease between the Parties, with Lessee having the right to occupy and use the Leased Premises subject to the terms and conditions described herein and in the Development Contract.

17.
Holding Over

If Lessee remains in possession after expiration or termination of the Master Lease Agreement, without any distinct written agreement by Lessor, Lessee shall be a tenant at sufferance and shall be bound to and shall abide by all of the terms set forth in this Master Lease Agreement, including but not limited to the insurance provisions set forth herein. There shall be no automatic renewal of this Master Lease Agreement by operation of law after the expiration or termination of the Master Lease Agreement.

18.
Alterations and Improvements

Lessee shall make only those alterations in, improvements or additions to the Leased Premises in compliance with their approved permitted plans as necessary for the completion of the Project and in compliance with the Development Agreement and any additional agreements entered into between the Parties concerning the Project. Lessee shall not make any alterations in, improvements or additions to the Leased Premises outside the scope of the Project without first obtaining the prior written consent of the Director of the Fulton County Department of Community Development, which consent shall not be unreasonably withheld, conditioned or delayed. All erections, additions, fixtures and improvements, if permanent in character made in or upon the Leased Premises either by Lessee or Lessor, shall remain upon the Leased Premises at the end or termination of the Master Lease Agreement, by lapse of time or otherwise, without compensation to Lessee.

19.
Solicitation of Agreement

Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has employed or retained any company or person to act as a real estate broker in the soliciting or securing of this Master Lease Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Master Lease Agreement.

20.
Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid to the following addresses:

To Lessor:

Department of Community Development
137 Peachtree Street, SW, 1st Floor
Atlanta, Georgia 30303
(404) 612-7378
Attention: Stanley Wilson
stanley.wilson@fultoncountyga.gov

with copies to:

Office of the County Manager
141 Pryor Street, 10th Floor
Atlanta, Georgia 30303
(404) 612-4000

Office of the County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, GA 30303
(404) 612-0246

To Lessee:

MicroLife Institute, Inc.
Executive Director, Founder and C.E.O.
1182 Vaughan Street
Clarkston, Georgia 30021
Attention: William Johnston
404-502-2195
will@microlifeinstitute.org

21.

Entire Agreement

This Master Lease Agreement contains the entire and integrated agreement of the Parties regarding the lease of the Leased Premises and may be amended only by written instrument which is approved by both Parties to this Master Lease Agreement. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

22.

Authority

Lessor and Lessee represent that each party is fully authorized and empowered to enter into this Master Lease Agreement, and that, if required and as necessary, any resolution, motion or similar action has been duly adopted or passed as an official act of Lessee's governing body both authorizing the execution of this Master Lease Agreement by the signers hereto and authorizing the person(s) identified as the official representative(s) in the Notices Paragraph 20 herein to act in connection with the understandings and assurances contained in this Master Lease Agreement and to provide information from time to time as may be required or requested by Lessor.

23.

Conditions as to Effect of Agreement

The Parties agree that this Master Lease Agreement shall not become binding on Lessor, and Lessor shall incur no liability upon the same, until such Master Lease Agreement has been executed by the Chairman of the Fulton Board of Commissioners, officially sealed by the Clerk to

the Commission, approved as to form by the County Attorney or his/her designee and delivered to Lessee.

24.

Environmental Compliance; Hazardous Substances

Lessee warrants and agrees that, during the term of the Master Lease Agreement and at its expense, Lessee shall comply with all laws and regulations (collectively, "Environmental Laws") relating to:

- (a) the environment, human health, or natural resources;
- (b) regulating, controlling, or imposing liability or standards of conduct concerning any hazardous materials;
- (c) relating to the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials or the remediation of an environmental condition necessary to comply with any Environmental Laws ("Remedial Action"); and
- (d) requiring notification or disclosure of the existence of any environmental conditions or hazardous materials on or at the Leased Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

Such compliance shall include Lessee's obligation to take Remedial Action when required by any Environmental Law and to pay all fines, penalties, interest, or other costs imposed by any governmental authorities in connection with any violation or requirement of any Environmental Law.

Lessee agrees that Lessee, its agents, servants, employees, licenses and contractors shall not use, manufacture, store or dispose of any flammable explosive, radioactive materials, hazardous waste or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on under or above the Leased Premises. Notwithstanding the foregoing, Lessee may use, handle, store and dispose of products (aerosol, insecticides, toner for copiers, paint, paint removers and the like) to the extent customary and necessary for the use of the Leased Premises for construction purposes.

For purposes of this Master Lease Agreement, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the "EPA") or the Georgia Department of Natural Resources, Environmental Protection Division or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed as of the Effective Date.

LESSOR:

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

ATTEST:

Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

LESSEE:

MICROLIFE INSTITUTE, INC.

By: _____

Attest: _____

Exhibit A

The Leased Premises

All that tract or parcel of land lying and being in Land Lot 100 of the 9th F District of Fulton County, Georgia, containing 83,420 SQ. FT., 1.915 acres, more or less, all as more particularly shown and delineated on that certain plat of survey for Stanley Wilson & Tim Dimond, dated June 4, 2024, by Dekalb Surveys Inc., Jonathan M. Coe, GA Registered Land Surveyor No. 3354, said plat of survey is incorporated herein and by reference thereto being more particularly described as follows:

COMMENCING at the intersection of Stonewall Tell Road (50' R/W) and Cochran Road (20' R/W per Plat book 366 Pg. 71, Fulton County records), running thence 203.38 FEET southwesterly along the southern R/W of Cochran Road to an iron pin set (#4 rebar with cap #1086), being the TRUE POINT OF BEGINNING and commencing the following courses and distances:

SOUTH 03 DEGREES 16 MINUTES 11 SECONDS WEST A DISTANCE OF 181.63 FEET TO AN IRON PIN FOUND (#4 REBAR WITH CAP #2756),

THENCE NORTH 69 DEGREES 49 MINUTES 59 SECONDS WEST A DISTANCE OF 486.01 FEET TO AN IRON PIN SET (#4 REBAR WITH CAP #1086),

THENCE NORTH 14 DEGREES 29 MINUTES 57 SECONDS EAST A DISTANCE OF 183.77 FEET TO AN IRON PIN FOUND (#4 REBAR),

THENCE SOUTH 67 DEGREES 59 MINUTES 54 SECONDS EAST A DISTANCE OF 422.63 FEET TO A POINT,

THENCE FOLLOWING THE CURVATURE OF COCHRAN ROAD ALONG THE ARC OF A CURVE TO THE LEFT, AND ARC DISTANCE OF 29.37 FEET, SAID ARC HAVING A RADIUS OF 121.01 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 78 DEGREES 34 MINUTES 38 SECONDS EAST A DISTANCE OF 29.30 FEET TO THE POINT OF BEGINNING.



Exhibit B

Development Contract

[See attached]

DRAFT

Exhibit C

Insurance and Risk Management Forms

DRAFT

Exhibit D

Phase I Plan



Exhibit E

Sale of Units

All cottage home units shall be sold and fee simple title conveyed to income Eligible Homebuyers (as defined below) within nine (9) months of construction completion, defined as the date the certificate of use and occupancy is received for each unit. Notwithstanding the above, all new units shall be sold and fee simple title conveyed to income eligible homebuyers, and any and all common property located on the Leased Premises shall be transferred to the homeowner's association created to hold, maintain, and manage such common property on behalf of all owners of the cottage home units, no later than by December 19, 2028.

In accordance with the provisions at 24 CFR § 92.254(a)(3), if there is no ratified sales contract with an Eligible Homebuyer(s) for any cottage home unit(s) within nine (9) months of the date of completion of construction, such cottage home unit(s) must be rented to an eligible tenant in accordance with 24 CFR § 92.252.

Eligibility Income Limits

The cottage home units must be sold to Fulton County residents qualifying as low-income families in accordance with 24 CFR § 92.2, with a preference for qualifying residents earning no more than 60% of the area median income ("Eligible Homebuyers"). The income limits for homebuyer projects are updated annually by the U.S. Department of Housing and Urban Development ("HUD"), and Lessee is to use the most recently published annual income limits when qualifying a buyer.

Income must be determined using the Part 5, Subpart F method found at 24 CFR § 5.609. The sale to the Eligible Homebuyer must occur within six (6) months of completion of the income determination. Lessee will be required to provide Lessor with income information on the proposed homebuyers prior to finalizing purchase contracts in order for Lessor to confirm their income eligibility. Once homebuyers are determined to be income eligible, Lessee will inform Lessor that it can finalize purchase contracts.

Exhibit F

Form of
Second Mortgage Loan Security Deed

[See following page]

DRAFT



RECORD AND RETURN TO:
Attn: HOME / ARPA Community Development Specialist
Fulton County Government
137 Peachtree Street Suite 300
Dept. of Community Development
Atlanta, GA 30303

STATE OF GEORGIA

COUNTY OF FULTON

**FULTON COUNTY COTTAGE HOME PROGRAM
SECOND MORTGAGE LOAN
SECURITY DEED**

This Security Deed (hereinafter referred to as the "Deed") made on or as of _____, between _____, (hereinafter called, and if more than one party, jointly and severally called "Grantor"), residing at _____ in the County of Fulton and the State of Georgia, and FULTON COUNTY, a political subdivision in the State of Georgia, (hereinafter called "Grantee"), whose address is 137 Peachtree Street, Suite 300, Atlanta, GA 30303.

W I T N E S S E T H:

Grantor, for and in consideration of the loan evidenced by the promissory note hereinafter referred to and for other valuable considerations, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee the following described property:

ALL those tracts or parcels of land with the buildings and improvements thereon situated, lying and being in Land Lot _____ of the _____ District, Section _____ of Fulton County, Georgia, as more particularly bounded and described in Exhibit "A" attached hereto and made a part hereof by reference.

TOGETHER with all right, title and interest of the Grantor in and to all streets, roads and public places, opened or proposed, in front of and adjoining the said premises, and all easements and rights of way, public or private now or hereafter used in connection with said premises;

TOGETHER with all buildings, structures and other improvements now or hereafter located on the above-described real property, or any part of parcel thereof;

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining;

TOGETHER with all machinery, apparatus, equipment, fittings and fixtures now or hereafter erected or placed in or upon said real property or any improvements thereon now or hereafter attached to or used in connection with said real property and all replacements thereof, whether or not the same have or would become part of said real property by attachment thereto;

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Grantee and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for such purposes and will reimburse the Grantee for its costs (including reasonable attorneys' fees) in the collection of such awards.

TO HAVE AND TO HOLD the said bargained property (all of which is collectively referred to herein as the "Property") unto Grantee forever in FEE SIMPLE subject only to the first lien for loan granted by one hereinafter termed Lender. This Deed is intended to secure the payment of a debt in the sum of _____, as evidenced by one certain promissory note of even date herewith, executed and delivered by Grantor to Grantee (the "Note") which has a final maturity on or before _____, and all other sums payable to Grantee under the Note and hereunder together with all renewals, extensions and modifications of the Note or the debt evidenced thereby.

If conditions of the note are met, the principal balance will be reduced by 6.67% each year, on the anniversary of the loan closing, beginning at the end of the 2nd year and ending on the 16th year anniversary of the day of closing after the settlement meeting when all documents are signed, and all closing fees and escrow payments are paid and properly distributed for the duration of the loan. If there is an occurrence of default, Grantor agrees to repay an amount equal to the net proceeds of the Fulton County HOME/ARPA loan. Net proceeds mean: the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant, sell, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Grantor warrants the title to the Property generally and will defend the title against all claims and demands, subject to encumbrances of record.

GRANTOR FURTHER COVENANTS AND AGREES WITH GRANTEE AS FOLLOWS:

1. Payment. Grantor will pay when due all sums secured hereby.
2. Prior Security Interests; Charges; and liens. Grantor shall perform all of Grantor's obligations under any security deed, mortgage, deed of trust, or other security instrument which conveys an interest in or creates a lien on the Property which has priority over that conveyed by this Deed. Such obligations shall include Grantor's covenants to make payments when due. Grantor shall immediately pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed.
3. Hazard Insurance. Grantor shall keep the buildings and improvements now existing or hereafter erected on the Property and all personal property covered by this Deed insured against loss and damage by fire, by hazards included within the term "extended coverage", and by such other hazards as Grantee may require and, in such amounts, and for such periods as Grantee may require, but in no event less than the amount of the Note.

The insurance carrier providing the insurance shall be chosen by Grantor subject to approval by Grantee, provided that such approval shall not be unreasonably withheld. Such insurance carrier shall be licensed and authorized to do business in the State of Georgia. All insurance policies and renewals thereof shall be in a form satisfactory to Grantee. Grantee shall have the right to hold the policies and renewals thereof, subject to the terms of any security deed or other instrument which has priority over this Deed.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and to Grantee. Grantee may make proof of loss if not made promptly by Grantor.

If the Property is abandoned by Grantor, or if Grantor fails to respond to Grantee within thirty (30) days from the date notice is mailed by Grantee to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Grantee is authorized to collect and apply the insurance proceeds at Grantee's option either to restoration or repair of the Property or to the sums secured by this Deed.

4. Grantor Not to Permit Destruction or Abandonment. Grantor will not cause or permit any building or improvements upon the property to be removed, demolished, destroyed, damage, impair, allow the unit to deteriorate, commit waste or structurally altered, in whole or in part, or any fixture or article of personal property covered by this Deed to be removed or destroyed, without the prior written consent of Grantee, unless such fixtures and articles of personal property are replaced by fixtures or personal property of like kind and quality. Grantor will not abandon the Property or cause or permit any waste to the buildings, improvements, fixtures or articles of personal property covered by this Deed and will at all times maintain them in a reasonably good condition, and will comply, and cause all occupants of said Property to comply, with all laws and ordinances relating to the maintenance or use of the Property issued by any governmental department. The borrower shall occupy, establish and use the property as its principal residence.

5. Protection of Grantor's Security. Grantor will, before the same become delinquent, pay or cause to be paid all taxes, assessments, water and sewer rents, excises, levies, license fees and other charges which may be assessed or become liens on the Property and the articles of personal property covered by this Deed. Grantor will exhibit to Grantee within ten (10) days after demand receipted bills or satisfactory proofs of such payments. If Grantor fails to make such payments or fails to perform the covenants and agreements contained in this Deed, or if any action or processing is commenced which materially affects Grantee's interest in the Property, then Grantee, at Grantee's option, upon notice to Grantor, may make such appearances, disburse such funds, including reasonable attorney's fees, and take such action as is necessary to protect Grantee's interest.

Any amounts disbursed pursuant to this paragraph 5 shall become additional indebtedness of Grantor secured by this Deed. Unless Grantor and Grantee agree to other terms of payment, such amounts shall be payable upon notice from

Grantee to Grantor requesting payment thereof. Nothing contained in this paragraph 5 shall require Grantee to incur any expense or take any action hereunder.

6. Inspection. Grantee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Grantee shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Grantee's interest in the Property.

7. Recipient Not Released. Modification of amortization of sums secured by this Deed granted by Grantee to any successor in interest of Grantor shall not operate to release, in any manner, the liability of the original Grantor and Grantor's successors in interest. Grantee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed by reason of any demand made by the original Grantor and Grantor's successors in interest.

8. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Grantor and Grantee. All covenants and agreements of Grantor shall be joint and several. Any Grantor who co-signs this Deed, but does not execute the Note, (a) is co-signing this Property to Grantee under the terms of this Deed, (b) is not personally liable on the Note or under this Deed, and (c) agrees that Grantee and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Deed or the Note without that Grantor's consent and without releasing that Grantor or modifying this Deed as to that Grantor's interest in the Property.

9. Notices. Notices, demands, or requests made hereunder shall be made in writing by postage prepaid, United States certified or registered mail, return receipt requested to Grantor or Grantee, as the case may be, at the address first set forth herein, or at such other addresses as may be designated by notice given in the aforesaid manner.

10. Governing Law; Severability. This instrument is a deed conveying title to the premises, and not a mortgage creating a lien only, and is made under the provisions of the existing laws of the State of Georgia and County of Fulton relating to deeds to secure debt and is intended to constitute a security agreement under the Uniform Commercial Code of Georgia. This instrument shall be construed in accordance with the laws of the State of Georgia. In the event that any provision or clause of this Deed or Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed or the Note which can be given effect without the conflicting provisions, and, to this end, the provisions of this Deed and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

11. Grantor's Copy. Grantor shall be furnished a conformed copy of the Note and of this Deed at the time of execution.

12. Declaration of Land Use Restrictive Covenants. Grantor shall fulfill all of the following obligations as Declaration of Land Use Restrictive Covenants:

The Grantor agrees and covenants with Grantee that throughout the term of the Loan, and the entire affordability period (as defined further) the Grantor will not do any of the below. The Affordability Period is based on the amount of funds provided in this document, begins on the entering of data into HUD's reporting system, and assists Fulton County in preserving affordable housing in our communities. The Affordability Period shall be fifteen (15) years from _____, ____.

In order to satisfy the requirements of the HOME/ARPA Programs, during the Affordability Period, Grantor will not:

- (i) Rent, or contract to rent, lease/sublease, sell or abandon the Property, or any part thereof, whether voluntarily or involuntarily, to any individual or individuals; or
- (ii) Use the Property as an investment property; or
- (iii) Use the Property as a recreational home or "second" home; or
- (iv) Change the use of the Property, or any part thereof, to a use other than for single-family occupancy.

In the event that the Property is sold or transferred before the term of the Fulton County HOME/ARPA loan expires, Grantor further agrees to repay an amount equal to the net proceeds of the Fulton County HOME/ARPA loan. Net proceeds means: the sales price minus the first loan repayment, standard real estate commissions, if any, real estate taxes and closing costs. If a transfer of the Property is made to a lineal heir(s), upon the death of the borrower, the said lineal heir(s) is not typically eligible for assistance under the Fulton County Cottage Home Program and the

said lineal heir must repay the loan in full or pay the amount remaining after satisfaction of the first mortgage and closing costs; if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is HOME income-eligible, then the County's loan agreement should permit the lineal heir to also assume the HOME/ARPA loan if he/she agrees to occupy the Property as their principal residence and other deed restrictive covenant items for the entire Affordability Period and there are no net sale proceeds; if a lineal heir inherits the Property and immediately sells it, he/she must repay the net sales proceeds up to the amount of the remaining balance of the HOME/ARPA loan and if the lender permits the lineal heir to assume the first mortgage, and the lineal heir is over-income for HOME assistance, the lineal heir must repay the remaining balance of the HOME/ARPA loan.

The Grantor agrees that, as a condition of receiving the Fulton County's Cottage Home Assistance Loan, the Grantor may be required to participate in post-occupancy counseling to be provided through a housing counseling agency designated by Grantee. If Grantor does not participate in the post-occupancy counseling process, the Fulton County HOME/ARPA loan will be converted to a loan payable as a second mortgage.

13. Prior Deed to Secure Debt. Except as hereinafter provided, this Deed shall commence on the date Lender and Grantee accept delivery from Grantor of the loan documents evidencing and securing the Lender Loan of the first Deed to Secure Debt and the Fulton County HOME/ARPA loan.

This Deed shall terminate and be of no further force or effect upon the last to occur of one of the following events:

- (i) The first day of the ____rd month following the month in which the Fulton County HOME/ARPA loan is dated;
- (ii) Foreclosure, or transfer in lieu of foreclosure, on the Property;
- (iii) Sale or transfer of the Property and satisfaction of the Fulton County HOME/ARPA loan.

If Grantee, on the basis of any information obtained, reasonably determines that Grantee's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Deed, or if any information required hereunder is not timely submitted, Grantee may declare all of the sums secured by this Deed to be immediately due and payable. If Grantee exercises such option to accelerate, Grantee shall mail Grantor notice of acceleration in accordance with paragraph 9 hereof. Such notice shall provide a period of not less than thirty (30) days from the date this notice is mailed or delivered within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Grantee may, without further notice or demand on Grantor, evoke any remedies permitted by paragraph 15 hereof.

14. Acceleration; Remedies. Except as provided in paragraph 13 hereof, upon an Event of Default (as defined below) which is not cured within ten (10) days after written notice to Grantor thereof as provided below, Grantee, at Grantee's option, may declare all of the sums secured by this Deed to be immediately due and payable without further demand and may exercise the right of non-judicial foreclosure granted hereunder. Upon occurrence of an Event of Default and failure to cure, Grantor shall, on demand, surrender possession of the Property to Grantee and hereby consents that, at any time after such demand, Grantee may enter upon the Property.

15. Events of Default. "Event of Default" as used herein shall include: (a) the breach of any covenant under this Deed and (b) any default under the Note secured hereby. Prior to exercising the remedies provided in paragraph 14 above, Grantee shall give notice to Grantor as provided in paragraph 9 hereof specifying: (a) the event of default; (b) the action required to cure such Event of Default; (c) the date, not less than ten (10) days from the date the notice is mailed to Grantor, by which such breach must be cured; and (d) that failure to cure such Event of Default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed, foreclosure by non-judicial process, and sale of the Property. If any action or proceeding be commenced by or against Grantee affecting the Note, the debt secured hereby, or the validity or priority of this Deed, or if the Property is offered for sale by virtue of the exercise of the powers herein granted, Grantee may appear, defend, prosecute, retain counsel and take such action as Grantee shall deem advisable, and the costs thereof (including attorneys' fees and applicable statutory costs, allowances and disbursements) together with interest thereon at a rate of fifteen percent (15%) per annum, shall be paid by Grantor to Grantee on demand and shall be secured by this Deed.

Transfer of the Property shall constitute an Event of Default.

16. Subrogation. Grantee shall be subrogated to any encumbrance, lien, claim or demand (including all the rights therein and securities for the payment thereof) paid or discharged with proceeds of the indebtedness secured hereby, or by Grantee under the provisions hereof.

17. Right of Non-Judicial Foreclosure. Upon maturity of the debt secured hereby, whether by acceleration or otherwise, Grantee may sell the Property at auction at the usual place for conducting sales at the Fulton County Courthouse,

to the highest bidder for cash, after advertising the date, terms and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days intervening between the date of publication of the first advertisement and the date of sale) in the newspaper in which the Sheriff's advertisements for Fulton County are then being published, all other notice being hereby waived by Grantor. Such notice to Grantor is not intended to extend any notice and curing period otherwise provided herein but is only notice of the exercise of the remedy herein provided for after such notice and curing periods have expired. Grantee, its agents, representatives, successors or assigns, may bid and purchase at such sale. Grantee may thereupon execute and deliver to the purchaser at such sale a conveyance of the Property in fee simple, which conveyance shall contain recitals as to the Event of Default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee the true and lawful attorney-in-fact of Grantor to make such recitals, sale and conveyance, and all of the acts of Grantee as such attorney-in-fact are hereby ratified and confirmed. Grantor agrees that such recital shall be binding and conclusive upon Grantor and that the conveyance to be made by Grantee shall divest Grantor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Property. Grantee shall collect the proceeds of such sale, and after reserving there from the entire debt secured by this instrument (including attorneys' fees as provided herein) and by any prior liens, together with all costs and expenses of such sale, shall pay any surplus to Grantor, all as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are in addition to any and all other remedies which Grantee may have hereunder, at law or in equity.

18. Forbearance by Grantee Not a Waiver. No failure of Grantee to require strict performance at any time of any of any of the terms of the covenants of this Deed, nor failure of Grantee to exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise the option herein granted to accelerate the maturity of the debt secured hereby, nor any forbearance by Grantee before or after the exercise of such option, nor any withdrawal or abandonment by Grantee of any exercise of the power, of sale herein granted or any of its rights under such power, shall be construed as a waiver or any option, power, or right of Grantee hereunder. The rights and remedies of Grantee, expressed or contained in this Deed, are cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy Grantee may now or hereafter have in law or equity. The covenants of this Deed shall run with the land and bind Grantor, the assigns, distributes, legal representatives, successors and heirs of Grantor, and all the Property shall inure to the benefit of Grantee, the successors and assigns of Grantee and all subsequent holders of this Deed.

19. Definitions. Whenever and wherever herein the singular number is used, it shall include the plural and vice versa as the context may require and the pronouns "he" or "it" referring to Grantor will also include "he", "she", "they", or "it", as the context requires, and if there shall be more than one person herein before described as Grantor, the promises and covenants herein made and contained shall be deemed to be made by said persons jointly and severally, and each shall be jointly and severally liable thereon. The terms "Grantor" and "Grantee" shall include the named Grantor and the named Grantee and their respective heirs, legal representatives, successors and assigns.

20. Entire Agreement. This agreement represents the entire agreement between the parties and no alteration or amendment thereof shall be effective unless in writing and signed by the parties sought to be charged or bound thereby, and each and every portion of this Deed shall apply to and bind the respective distributes, legal representatives, successors and assigns of the parties hereto.

21. Liens. In the event a lien is filed against the Property, Grantor agrees to remove the same by payment, bonding or other appropriate measure in order to release the lien thereof from the secured premises and upon failure so to do within thirty (30) days after notice by Grantee, the same shall constitute an Event of Default hereunder giving to Grantee the right to declare the obligations secured by this Deed immediately due and payable and thereafter to avail itself of all rights hereunder to collect the same, including the right of foreclosure.

IN WITNESS WHEREOF, this Deed has been executed by Grantor under seal the day and year first above written.

GRANTOR: _____

Signed, sealed, and delivered

Unofficial Witness

Notary Public

1 A RESOLUTION AUTHORIZING A MASTER LEASE AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA (LESSOR) AND MICROLIFE INSTITUTE, INC.
3 (LESSEE) FOR COUNTY-OWNED REAL ESTATE LOCATED AT 4807 COCHRAN
4 ROAD, UNION CITY, GEORGIA, FOR THE DEVELOPMENT OF A COMMUNITY OF
5 COTTAGE HOMES THEREON; AUTHORIZING THE CHAIRMAN TO EXECUTE THE
6 MASTER LEASE AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE
7 COUNTY ATTORNEY TO APPROVE THE MASTER LEASE AGREEMENT AND
8 RELATED DOCUMENTS AS TO FORM AND TO MAKE MODIFICATIONS THERETO
9 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.
10

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

14 **WHEREAS**, the Fulton County Board of Commissioners adopted Resolution 22-
15 0545 on August 3, 2022, approving the use of not less than One Million Dollars
16 (\$1,000,000.00) in American Rescue Plan Act of 2021 (H.R. 1319, 117th Cong.) (2021)
17 ("ARPA") funding to implement a pilot program to develop and construct a community of
18 tiny homes (later modified to be larger cottage homes) on Fulton County-owned real
19 property (the "Project"); and

20 **WHEREAS**, the cottage homes constructed through the Project will be sold to
21 Fulton County residents earning no more than 80% of the area median income ("AMI"),
22 with a preference for residents earning no more than 60% of the AMI, in order to increase
23 the supply of affordable housing in Fulton County; and

24 **WHEREAS**, Fulton County desires to develop and construct the Project on 2.16+/-
25 acres of County-owned real property located at 4807 Cochran Road, Union City, Georgia
26 (the "Property"); and

27 **WHEREAS**, on April 19, 2023, via Agenda Item 23-0289, Fulton County entered
28 into #22RFP1011K-DB Program Management Services for the Affordable Tiny Homes
29 ("Project Management Contract") with MicroLife Institute, Inc. ("MicroLife") for MicroLife
30 to provide project management services to Fulton County for the Project; and

1 **WHEREAS**, on December 4, 2024, via Agenda Item 24-0834, Fulton County
2 amended its existing Program Management Contract with MicroLife, for MicroLife to also
3 be the developer of the Project (“Development Contract”) by making MicroLife a
4 subrecipient of One Million Five Hundred Thousand Dollars (\$1,500,000.00) in Fulton
5 County ARPA funding to manage, develop, construct, and complete the Project on Fulton
6 County’s behalf by selling the homes to qualified Fulton County residents; and

7 **WHEREAS**, the Development Contract contemplated that Fulton County and
8 MicroLife would enter into a Master Lease Agreement pursuant to which Fulton County
9 would lease the Property to MicroLife to develop the Project and sell the cottage homes;
10 and

11 **WHEREAS**, Fulton County, as Lessor, has negotiated mutually acceptable terms
12 for the Master Lease Agreement with MicroLife, as Lessee, to allow MicroLife to lease
13 the Property for an initial term of three years, with one (1) one-year renewal option, to
14 develop Phase I of the Project, which consist of the construction and sale of 9 cottage
15 homes, with additional renewals available for Phase II, construction of another 9 cottage
16 homes, upon the terms further described therein; and

17 **WHEREAS**, Fulton County, as Lessor, desires to execute the Master Lease
18 Agreement with MicroLife, as Lessee, to allow for development of the Project on the
19 Property; and

20 **WHEREAS**, Fulton County Code § 1-117 gives the Board of Commissioners
21 exclusive authority over directing and controlling all the property of the County, as it may
22 deem expedient, according to law.

23 **NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners of
24 Fulton County, Georgia, hereby approves the Master Lease Agreement between Fulton
25 County and MicroLife Institute, Inc., in substantially the form attached hereto as
26 Attachment A.

27 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
28 is hereby authorized to execute and deliver the Master Lease Agreement and related

1 documents to MicroLife Institute, Inc., after the County Attorney has approved the Master
2 Lease Agreement and related documents as to form, and made such other or additional
3 modifications as are necessary, to protect Fulton County's interests prior to execution by
4 the Chairman.

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

8 **SO PASSED AND ADOPTED**, this 2nd day of April, 2025.

9
10
11 **FULTON COUNTY BOARD OF**
12 **COMMISSIONERS**
13

14
15
16 _____
17 Robert L. Pitts, Chairman (At-Large)

18
19 **ATTEST:**
20

21
22
23 _____
24 Tonya R. Grier, Clerk to the Commission
25
26
27

28 **APPROVED AS TO FORM:**
29
30

31 _____
32 Y. Soo Jo
33 County Attorney
34

Attachment A

Master Lease Agreement



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0248

Meeting Date: 4/2/2025

Department

Public Works

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

Request approval of a change order less than 10% - Public Works, 22ITB134130K-JAJ, Graham Drive Pump Station Upgrades in an amount not to exceed \$1,154,861.00 with Reeves Young, LLC (Sugar Hill, GA), to provide construction services associated with modernization and upgrade of the Graham Drive Pump Station and to extend the contract schedule of work for an additional 125 days thru October 1, 2025. 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)*

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 Graham Drive Pump Station is a critical asset to the South Fulton collection system. It conveys sanitary sewer flows to our Camp Creek Water Reclamation Facility that originates in the Cities of Union City, Palmetto, and South Fulton. This pump station serves all areas South of I-85 and I-285 that are within Fulton County. The South Fulton Capacity Study identified this facility as requiring upgrades in order to maintain the expected levels of service through the year 2050.

Scope of Work: Change Order #2 will allow the following 8 items to be addressed:

- (1) Enlarged overhead coiling doors in the amount of \$14,089.55;
- (2) 30-in by-pass connection in the amount of \$208,250.10;
- (3) Line stop bypass in conjunction with 30" bypass in the amount of \$196,685.94;
- (4) Installation of a 6-in Flowmeter Vault in the amount of \$32,870.86;
- (5) Surveillance Cameras & Starlink Internet in the amount of \$47,284.65;
- (6) Installation of stainless steel door & frame at the electrical room in the amount of \$30,385.51;
- (7) Relocation of exiting transformers frame in the amount of \$125,293.55; and
- (8) Concrete repair within the wetwell allowance in the amount of \$500,000.00

The work outlined above has been deemed necessary for the safe continued operation of the pump station based on the anticipated future flow conditions. The additional work will allow the Public Works Department to bypass the pump station during a catastrophic failure of the systems, provide better access to the onsite back-up generators, safely monitor the premises 24 hours a day, more accurately measure outgoing flow, and make provisions for improved access to the chemical chlorine building.

The

contractor Reeves Young has also been formally notified by their subcontractor/electrical component supplier that several critical items, necessary to the successful completion of this project, will be delayed by an additional 125 days to October 1, 2025. The electrical equipment in question includes the following three items:

- (1) Variable frequency drives(VFDs);
- (2) Motor control centers(MCC); and
- (3) Switchgears.

Given the significance of these delays, this change order also requests a **125-day extension of the schedule of work** to accommodate the receipt and installation of these essential components,

Community Impact: This action will extend the substantial completion date for this pump station to October 1, 2025.

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

Project Implications: The items included in this change order will enhance the pump station's safety features and operational efficiency. This action also improves site monitoring capabilities and incorporates several measures to ensure reliable performance and adaptability to future operational needs.

Community Issues/Concerns: No impact to the community is expected by approval of this item.

Department Issues/Concerns: The Public Works Department has vetted the items and has not identified any issues/concerns.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	22-0942	12/7/2022	\$13,350,000.00
Change Order No. 1	23-0119	2/15/2023	\$236,000.00
Change Order No. 2			\$1,154,861.00
Total Revised Amount			\$14,740,861.00

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$1,154,861.00

Prime Vendor: Reeves Young, LLC
Prime Status: Non-Minority
Location: Sugar Hill, GA
County: Gwinnett County
Prime Value: \$1,149,433.15 or 99.53%

Subcontractor: Global Control Systems, Inc.
Subcontractor Status: Asian America Female Business Enterprise
Location: Smyrna, GA
County: Cobb County
Subcontractor Value: \$5,427.85 or 0.47%

Total Contract Value: \$1,154,861.00 or 100.00%
Total Certified Value: \$5,427.85 or 0.47%

Exhibits Attached

Exhibit 1: Change Order No. 2 to Form of Agreement
Exhibit 2: Performance Evaluation

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$13,350,000.00
Previous Adjustments: \$236,000.00
This Request: \$1,154,861.00
TOTAL: \$14,740,861.00

Funding Line 1:

203-540-5400-S149: Water & Sewer R&E, Public Works, Graham Drive Pump Station

Key Contract Terms	
Start Date:	End Date: 10/1/2025
Cost Adjustment: \$1,154,861.00	Renewal/Extension Terms: Additional 125 days

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

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

CHANGE ORDER NO. #2 TO FORM OF CONTRACT

Contractor: **Reeves Young, LLC**

Contract No. **22ITB134430K-JAJ Graham Drive Pump Station Upgrades**

Address: **45 Peachtree Industrial Boulevard**
City, State **Sugar Hill, Ga 30518**

Telephone: **678-288-2063**

Facsimile or: **mmccormack@reevesyoung.com**
E-mail address

Contact: **Matt McCormack**
Senior Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Reeves Young, LLC to provide/perform Construction Services for the Graham Drive Pump Station Upgrades, dated December 7, 2022 on behalf of the Public Works Department; and

WHEREAS, additional scope as outlined below and a time extension of 125 days is required to the existing contract for the purpose providing an improved pump station operations and safety protocols,

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

WHEREAS, this Change Order 2 was approved by the Fulton County Board of Commissioners on 4/2/2025 under BOC #25-

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

This Change Order No. 2 to Form of Contract is effective as of the 2nd day of April 2025, between the County and Reeves Young, LLC who agree that all Services specified will be performed by in accordance with this Change Order No. 2 to Form of Contract and the Contract Documents.

1. SCOPE OF WORK TO BE PERFORMED:

Change Order #2 will allow the following 8 items to be addressed:

- (1) Enlarged overhead coiling doors in the amount of \$14,089.55
- (2) 30-in by-pass connection in the amount of \$208,250.10

- (3) Line stop bypass in conjunction with 30" bypass in the amount of \$196,685.94
- (4) installation of a 6-in Flowmeter Vault in the amount of \$32,870.86
- (5) Surveillance Cameras & Starlink Internet in the amount of \$47,284.65
- (6) installation of stainless steel door & frame @ the electrical room in the amount of \$30,385.51
- (7) Relocation of exiting transformers frame in the amount of \$125,293.55 and
- (8) Concrete repair within the wetwell allowance in the amount of \$500,000.00

The work outlined above has been deemed necessary for the safe continued operation of the pump station based on the anticipated future flow conditions. The above-mentioned work will allow the Public Works Department to bypass the pump station during a catastrophic failure of the systems, provide better access to the onsite backup generators, safely monitor the premises 24 hours a day, more accurately measure outgoing flow, and make provisions for improved access to the chemical chlorine building. The contractor Reeves Young (Atl, Ga.) has also been formally notified by their subcontractor/electrical component supplier that several critical items, necessary to the successful completion of this project, will be delayed by 205 days. The electrical equipment in question includes the following three items:

- (1) variable frequency drives(VFDs);
- (2) motor control centers(MCC); and
- (3) switchgears.

Given the significance of these delays, this change order also requests a **125-day extension** to accommodate the receipt and installation of these essential components. This request will change the project completion date to October 1, 2025.

- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed \$1,154,861.00.
- 3. **LIABILITY OF COUNTY:** This Change Order No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. **EFFECT OF CHANGE ORDER NO. 2 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 2 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:

REEVES YOUNG, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Matt McCormack
Senior Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____	RCS: _____	ITEM#: _____	RM: _____
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RECESS MEETING	REGULAR MEETING
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**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
Purchaser Order Number		Purchase Order Date	
Department			
Bid Number		Service Commodity	
Contractor			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Project Development		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
	0		
	1		
	2		
	3		
	4		
2. Design		(Were Milestones Met Per Contract – Reliability - Responsiveness to Directions/Change – On Time Completion Per Contract - Liquidated Damages)	
	0		
	1		
	2		
	3		
	4		

3. Award - Proposal Development		(Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated)
	0	
	1	
	2	
	3	
	4	
4. Constructions		(Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner)
	0	
	1	
	2	
	3	
	4	
5. Contractors Key Personnel		(Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed)
	0	
	1	
	2	
	3	
	4	

Overall Performance Rating		Date	
Would you select/recommend this vendor again?			
Rating completed by:			
Department Head Name:			
Department Head Signature			

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

February 06, 2023

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

PCO No. 4 (Exhibit)

Simeon Solomero
Fulton County
11575 Maxwell Road
Alpharetta, GA 30009

Subject: Overhead Coiling Doors
Contract: Graham Drive Pump Station Upgrade

Total Cost Impact: \$ 14,089.55

Simeon,

In Reference to RFI-007, change order includes the cost to manufacture both the chlorine building and pump station overhead coiling doors to fit field measurements and not the original as-built drawings.

Please review and advise if this change order request is acceptable.

Sincerely,

Monica Pineda
Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 803.480.3608
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

DESCRIPTION	QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
LABOR											
		MH	\$ -	\$ -							\$ -
			\$ -	\$ -							\$ -
											\$ -
EQUIPMENT											
					\$ -	\$ -		\$ -		\$ -	\$ -
					\$ -	\$ -		\$ -		\$ -	\$ -
					\$ -	\$ -		\$ -		\$ -	\$ -
MATERIALS											
SS Overhead Colling Door	1	LS				\$ 12,800.00		\$ 12,800.00			\$ 12,800.00
		LS				\$ -		\$ -			\$ -
						\$ -		\$ -			\$ -
						\$ -		\$ -			\$ -
						\$ -		\$ -			\$ -
						\$ -		\$ -			\$ -
						\$ -		\$ -			\$ -
SUBCONTRACTORS											
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
PCO Sub-Total:				\$ -		\$ -		\$ 12,800.00		\$ -	\$ 12,800.00
Tax						\$ -		\$ 1,139.20		\$ -	\$ 1,139.20
PCO Sub-Total w/ Tax				\$ -		\$ -		\$ 13,939.20		\$ -	\$ 13,939.20
Mark Up	1%			\$ -		\$ -		\$ 150.35		\$ -	\$ 150.35
Total Change:										\$ -	\$ 14,089.55



RFI #7: Overhead Coiling Doors

Status	Closed on 11/27/23		
To	Kalyn Keeney (Prime Engineering) (<i>Response Required</i>)	From	Monica Pineda (Reeves Young, LLC)
Date Initiated	Nov 13, 2023	Due Date	Nov 18, 2023
Location	Project Stage		
Cost Impact	Schedule Impact		
Spec Section	Cost Code		
Drawing Number	Reference		
Linked Drawings			
Received From			
Copies To	Roy Barnes (Fulton County Department of Public Works), David Clark (Fulton County Department of Public Works), Lucas Ferreira (Reeves Young, LLC), James Jones (Fulton County Department of Public Works), Kalyn Keeney (Prime Engineering), Robby Land (Reeves Young, LLC), Bebe Love (Fulton County Department of Public Works), Timothy Mullen (Fulton County Department of Public Works), Terry Peters (Fulton County Department of Public Works), Ashim Ray (Ray Group Consulting Engineers), Chad Saine (Veolia Water Technologies), OP Shukla (Fulton County Department of Public Works), Simeon Solomero (Fulton County Department of Public Works), Brandon Ward (Fulton County Department of Public Works), Nick Wilson (Prime Engineering), Douglas Worsham (Veolia Water Technologies), Charles Wyatt (Fulton County Department of Public Works)		

Activity

Question	<p>Question from Monica Pineda Reeves Young, LLC on Monday, Nov 13, 2023 at 01:20 PM EST</p> <p>For the pump station, contract drawing A-101 calls for a 10'x10' overhead door, field dimension is 10'-3" x 10' height. For the chlorine building, contract drawing A-103 calls for a 12'x12' overhead coiling door, field dimension is a 16'x12' door. Please advise.</p> <p><i>Awaiting an Official Response</i></p>
All Replies	<p>Response from Kalyn Keeney Prime Engineering on Tuesday, Nov 21, 2023 at 07:42 AM EST</p> <p>Doors need to be manufactured to fit the field measurements and not the original as-built pump station drawings.</p>

**Curb Appeal Contracting Solutions,
Inc.**

4579 Cheeley Drive
Sugar Hill, GA 30518 US
678-714-7393
info@curbappealcsi.com
www.CurbAppealAtlanta.com



Estimate

ADDRESS

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518
Graham Pump Station

ESTIMATE

3949

DATE

06/07/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	10'x10'Wayne Dalton Thermo-tite Rolling slate door	Provide and install 10'x10' 3" 22GA flat Wayne Dalton Thermo-lite Rolling insulated slate door. Stainless-steel slates Stainless-steel hood Stainless-steel angle guides Stainless-steel brackets 100,000 cycle springs slide bolt coil RH opener mount RH	1	21,500.00	21,500.00
	12'x12' Wayne Dalton Thermo-tite Rolling slate door.	Provide and install 12'x16' 22GA flat Wayne Dalton Thermo-lite Rolling insulated slate door. Stainless-steel slates Stainless-steel hood Stainless-steel angle guides Stainless-steel brackets 100,000 cycle springs slide bolt coil RH opener mount RH	1	36,500.00	36,500.00
	Liftmaster H503I5R Service door motor	Provide and install Liftmaster H503I5R Service door motor with photo eye bottom edge monitoring system and hoist. Connect power and install low voltage wiring as needed for push controls and entrapment system. upgrade voltage to 460 3phase	2	4,650.00	9,300.00
	Take down and haul of existing rolling slat door and opener	Take down and haul of existing rolling slat door and opener	2	550.00	1,100.00

TOTAL

\$68,400.00

Original Price: \$55,600.00

Revised Price: \$68,400.00

Difference: \$12,800.00

June 6, 2024

Robby Land
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

PCO NO. 5 (Exhibit)

Simeon Solomero
Fulton County
141 Pryor St. SW
Atlanta, GA 30303

Subject: 30" and 24" Bypass Connection
Contract: Graham Drive Pump Station Upgrade

Potential Cost Impact: **Option A 30" - \$208,250.10 (SELECTED OPTION A)**
 Option B 24" - \$159,043.57

Simeon,

Reeves Young hereby submits Proposed Change Order #05 for costs associated with a new bypass connection. Based off Bid Design Document Addendum 3 Q&A Question 24, Bidders were instructed that the bypass connection was existing at the facility. Reeves Young and their bypass specialist partners contend that the existing 12" connection is too small to handle the required flows and will need to be increased. The existing bypass connection can only handle around 10MGD at recommended pressures and velocities, 12MGD avg. and 20MGD Peak are the stated flows at the facility. Reeves Young recommends installing either a 24" or 30" ductile iron bypass connection to complete the scope of the Graham Drive project. The 30" bypass connection would support the future flows expected through the facility(40MGD). If Fulton County desires to proceed with the upgraded 24" connection, there will be a cost of (\$159,043.57). If Fulton County desires to proceed with the upgraded 30" connection, there will be a cost of (\$208,250.10).

There is an existing 30" cross between two plug valves upstream from the existing 12" bypass. We propose removing the blind flange and installing the new bypass connection into the existing cross. This will require operation of the existing plug valves on either side to isolate the cross. This isolation and operation of the existing valves needs to be by Fulton County or their operators. We will also require a 4-hour shutdown window to make the connections in accordance with Addendum 3 Q37.

Lead times for the valves associated with this work are 38 weeks for both the 24" and 30" options. Upon positive response to move forward with one of the options, we can incorporate this into our project schedule. Additional time is expected to be needed.

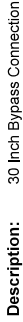
Please review and advise if this change order request is acceptable.



Sincerely,

Robby Land
Senior Project Manager

rland@reevesyoung.com | reevesyoung.com
T | M 770.309.2423
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518



Date: 6-4-2024

211



PCO#: 005

Date: 6-4-2024

Description: 24 Inch Bypass Connection

DESCRIPTION	QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
LABOR											
Laborers	200	MH	\$ 37.00	\$ 7,400.00							\$ 7,400.00
Pipe Fitter	100	MH	\$ 44.00	\$ 4,400.00							\$ 4,400.00
Foreman	100	MH	\$ 74.00	\$ 7,400.00							\$ 7,400.00
EQUIPMENT											
Excavator 220						\$ 3,000.00					\$ 3,000.00
Shoring					\$ -	\$ 8,536.73			\$ -		\$ 8,536.73
Skid Steer					\$ -	\$ 1,500.00					\$ 1,500.00
Trench Compactor						\$ 800.00					\$ 800.00
MATERIALS											
24" Megalug for Ductile Iron Accessories	3	EA					\$ 542.71	\$ 1,628.13			\$ 1,628.13
24" MJ DI 90 1/4 Bend N/D 401 lined	1	EA					\$ 3,906.76	\$ 3,906.76			\$ 3,906.76
24" x 15 ft FLG x PE Spool 401 lined	1	EA					\$ 10,980.00	\$ 10,980.00			\$ 10,980.00
24" Dezurik FL Plug Valve w/ Handwheel	1	EA					\$ 30,235.30	\$ 30,235.30			\$ 30,235.30
24" DI FLG 90 401 Lined	1	EA					\$ 5,862.57	\$ 5,862.57			\$ 5,862.57
24" Dezurik FLG Check Valve w/ Lever and Weight	1	EA					\$ 36,214.12	\$ 36,214.12			\$ 36,214.12
24" 150# Red Rubber F/F NBandG Kit with SS Hardwear	3	EA					\$ 500.00	\$ 1,500.00			\$ 1,500.00
30" x 24" DI MJ Reducer 401 Lined	1	EA					\$ 7,474.19	\$ 7,474.19			\$ 7,474.19
Concrete Thrust Block, Spill Pad	1	EA					\$ 3,500.00	\$ 3,500.00			\$ 3,500.00
SUBCONTRACTORS											
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -
PCO Sub-Total:				\$ 19,200.00		\$ 13,836.73		\$ 101,301.07		\$ -	\$ 134,337.80
Tax						\$ 1,231.47		\$ 9,015.80			\$ 10,247.26
PCO Sub-Total w/ Tax				\$ 19,200.00		\$ 15,068.20		\$ 110,316.87		\$ -	\$ 144,585.06
Mark Up	10%			\$ 1,920.00		\$ 1,506.82		\$ 11,031.69		\$ -	\$ 14,458.51
Total Change:											\$ 159,043.57

GRAHAM DR. R/W

N:1294242
E:2184364

2" WATER LINE TO NEW HOSE

NEW FREEZE PROOF HOSE B

DI
TOP: 889.18

8" DIP
PUMPSTER DRAIN

12" PUMP
CONNECTION

PLUG VALVE

PLUG VALVE

EX. SSMH
TOP = 890.94
IE IN = 878.04 (36"
IE OUT = 876.44 (36"

CHECK VALVE W/ BLIND
FLANGE
(TEMP PUMP CONN.)

213

Proposed 24" or 30"
bypass

VAULT CORNER
N:1294188.1367
E:2184258.8654

ASPHALT EDGE
N:1294184.4072
E:2184275.7866

Existing 12" bypass

HW
INV. 18" CMP- 886.13'

24" C&G

November 18, 2024

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

PCO Nos. 6,8,9 (Exhibit)

Simeon Solomero
Fulton County
11575 Maxwell Road
Alpharetta, GA 30009

Subject: Proposed Change Orders
Contract: Graham Drive Pump Station Upgrade

Approved CO Total Cost: \$222,339.65
Potential Cost Impact: \$ 259,942.31

Simeon,

Below is a breakdown of proposed change orders for the Graham Drive Pump Station Project. The *Potential Cost Impact* above reflects the sum of below PCO's.

PCO-006 Bypass for 6-inch Flowmeter Vault \$32,870.86

Attached is pricing for a bypass system to be installed at the 6" flowmeter location. Drawing C-203 called for a new 6" flowmeter to be installed on existing 6" water line and placed in a new meter vault. The existing connection did not have a bypass system to install the flowmeter. RY to install a bypass system per RFI 22, including a new meter vault as the existing and intended vault would not be able to house the new system.

PCO-008 Line-Stop Bypass \$196,685.94

After conversations with Fulton County regarding existing valves, to bypass the pump station RY will need to have a line stop for phases 1-3, reference attached drawing. The line stop will allow installation of the new proposed 30" permanent bypass connection as well as providing isolation for the base scope of work including flow meter vault and pump station mechanical work.

Phase 1

Line will be installed before and after the existing plug valves. After line stop is installed, RY will be able to stub up at the cross and install the new 30" bypass connection.

Phase 2

Once MJ cap is installed in front of the second plug valve and we are fully bypassed, RY will be able to proceed with the gate, wet well, pump room and flow meter activities.

Phase 3

After phase 1 and 2 are complete. There will be a re-stop before the first plug valve to allow for reconnection of pipe at the cross and at line stop locations. Once completed a permanent plug will be installed.

PCO-009 Stainless Steel Door Frame at Electrical Room \$30,385.51

The height of the doors to the electrical room are 7'-0". These doors are existing and not to be replaced. The new VFD's being one of the tallest components in the electrical package have a height of 90" and can only be tilted to a maximum of 45 degrees. The tilting allowance still does not allow the drive to fit through the opening.

The electrical room package was sized off basis of design. The submitted electrical package is what is required for the desired system. RY proposes installing 9'-0" doors at the electrical room as this will allow for installation and ease of access.

Approved Change Orders:

Overhead Coiling Doors - **\$14,089.55**

Option A (30-in bypass connection) – **\$208,250.10**

Please review and advise if this change orders are acceptable.

Monica Pineda

Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com

T 770.271.1159 | M 803.480.3608

[45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518](#)

6" Flowmeter Bypass System

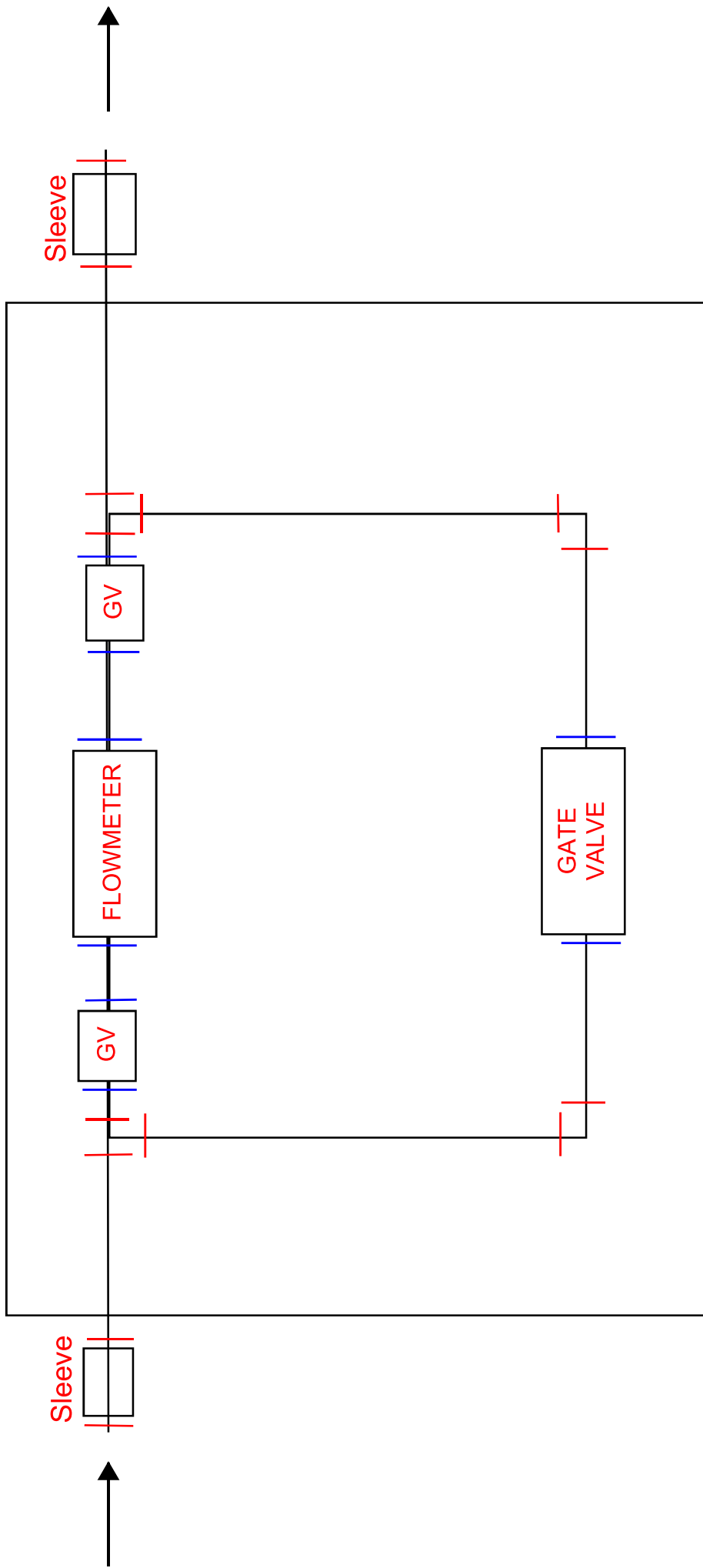
DESCRIPTION	QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
LABOR											
Laborers (2)	80	MH	\$ 51.80	\$ 4,144.00							\$ 4,144.00
Pipe Fitter	40	MH	\$ 61.60	\$ 2,464.00							\$ 2,464.00
Operator	40	MH	\$ 51.80	\$ 2,072.00							\$ 2,072.00
Foreman	40	MH	\$ 103.60	\$ 4,144.00							\$ 4,144.00

EQUIPMENT											
Excavator	1	WK		\$ 3,000.00	\$ 3,000.00						\$ 3,000.00
Skid Steer	1	WK		\$ 2,000.00	\$ 2,000.00			\$ -	\$ -		\$ 2,000.00
Trench Roller	1	WK		\$ 800.00	\$ 800.00						\$ 800.00

MATERIALS											
6" megaflange	8	EA					\$ 211.32	\$ 1,690.56			\$ 1,690.56
6" wedge restraint w/MJ accessories	14	EA					\$ 73.57	\$ 1,029.98			\$ 1,029.98
6" CL350 SJ DI PIPE 400-06806	40	FT					\$ 35.90	\$ 1,436.00			\$ 1,436.00
MJ GATE VALVE	3	EA					\$ 1,009.04	\$ 3,027.12			\$ 3,027.12
6 X 12 DIMJ LONG SLEEVE	2	EA					\$ 173.45	\$ 346.90			\$ 346.90
6 DIMJ 1/4 BEND (90)	2	EA					\$ 173.45	\$ 346.90			\$ 346.90
6 DIMJ TEE	2	EA					\$ 248.94	\$ 497.88			\$ 497.88
57" Stone	1	LD					\$ 350.00	\$ 350.00			\$ 350.00
Small tools & miscellaneous	1	LS					\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
Precast Vault (No bottom)	1	LS					\$ 12,831.00	\$ 12,831.00			\$ 12,831.00
Credit for Smaller Vault	-1	LS					\$ 4,000.00	\$ (4,000.00)			\$ (4,000.00)

SUBCONTRACTORS											
								\$ -	\$ -		\$ -
								\$ -	\$ -		\$ -
								\$ -	\$ -		\$ -
								\$ -	\$ -		\$ -
								\$ -	\$ -		\$ -
PCO Sub-Total				\$ 12,824.00		\$ 5,800.00		\$ 18,524.22		\$ -	\$ 37,148.22
Tax						\$ 516.20		\$ 1,648.66			\$ 2,164.86
PCO Sub-Total w/ Tax				\$ 12,824.00		\$ 6,316.20		\$ 20,172.88		\$ -	\$ 39,313.08
Mark Up	10%			\$ 1,282.40		\$ 631.62		\$ 2,017.29		\$ -	\$ 3,931.31
Total Change:											\$ 43,244.38
											\$ 32,870.86

6" BYPASS SYSTEM



Mega Flanges — MJ Mega Lugs



2140 SEVENTH STREET
 MACON, GA 31206
 478-743-1505 Fax 478-741-1953
 www.maconsupply.com

Quotation

QUOTE DATE	QUOTE NUMBER
10/21/24	S2218873
ORDER TO: MACON SUPPLY COMPANY 2140 SEVENTH STREET MACON, GA 31206	PAGE NO. 1

QUOTE TO:
 REEVES YOUNG, LLC
 45 PEACHTREE INDUSTRIAL BLVD
 SUITE 200
 SUGAR HILL, GA 30518

SHIP TO:
 REEVES YOUNG, LLC
 7345 GRAHAM DRIVE
 FAIRBURN, GA 30213

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
5110	22716		CLIFF'S UTIL CONTRAC	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ROBERT ZIMMERMAN	OT OUR TRUCK	Net 10th Prox	10/21/24	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	EXT PRICE
8ea	19200	6" EBAA 210600 MEGAFLANGE RESTRAINED ADAPTER FOR IRON OR PVC PIPE WITH MJ GASKET AND ACCESSORIES	211.320	1690.56
14ea	63456	6" SERIES 1500 N/D DUAL WEDGE RESTRAINT W/MJ ACCESSORIES FOR DI PIPE, PVC, HDPE 602205	73.570	1029.98
40ft	1636	6" CL350 SJ DI PIPE 400-06806	35.900	1436.00
3ea	2598	6" 7571-01 R/S AWWA MJ GATE VALVE 395-00650	1009.040	3027.12
2ea	14977	6" X 12" DIMJ LONG SLEEVE C153 N/D 399-00512	157.390	314.78
2ea	14941	6" DI MJ 1/4 BEND (90) C153 N/D	173.450	346.90
2ea	14959	6" DI MJ TEE C153 N/D	248.940	497.88
TAXES NOT INCLUDED				

*** IMPORTANT ***

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE IN TODAY'S
 VOLATILE MARKET. PLEASE CONFIRM PRICING BEFORE ORDERING
 WE APPRECIATE THE OPPORTUNITY TO SERVE YOU!

Subtotal	8343.22
S&H CHGS	0.00
Amount Due	8343.22

Monica Pineda

From: Andy Harrill <andyharrill@tindallcorp.com>
Sent: Wednesday, July 24, 2024 3:28 PM
To: Will Richter; Chris Georgion
Cc: Clay Taylor; Monica Pineda
Subject: RE: 22713 - Graham Drive

[Report This Email](#)

Will,

Cost for us to make a 6' x 12' (inside dimensions) bottomless vault with a 42" x 42" hatch cast into it would be \$12,831. That includes freight to the jobsite. It does not include unloading or taxes.

Thanks,

Andy Harrill

Sales Representative

O: 864.576.3230 | C: 864.590.2399

AndyHarrill@tindallcorp.com | tindallcorp.com



From: Will Richter <wrichter@reevesyoung.com>
Sent: Wednesday, July 24, 2024 3:25 PM
To: Andy Harrill <andyharrill@tindallcorp.com>; Chris Georgion <ChrisGeorgion@tindallcorp.com>
Cc: Clay Taylor <CTaylor@reevesyoung.com>; Monica Pineda <mpineda@reevesyoung.com>
Subject: Re: 22713 - Graham Drive

Andy,

This will need to be a 42" by 42" hatch if available.

Thanks,

Get [Outlook for iOS](#)

Will Richter
Project Engineer

wrichter@reevesyoung.com | reevesyoung.com

T 770-335-0023

45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518

LINE STOP BYPASS

Overall Bypass		QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
LABOR												
Laborers (2)		240	MH	\$ 51.80	\$ 12,432.00							\$ 12,432.00
Pipe Fitter		120	MH	\$ 61.60	\$ 7,392.00							\$ 7,392.00
Foreman		120	MH	\$ 103.60	\$ 12,432.00							\$ 12,432.00
Operator		120	MH	\$ 51.80	\$ 6,216.00							\$ 6,216.00
EQUIPMENT												
Excavator 220		1	MTH			\$ 5,650.00	\$ 5,650.00					\$ 5,650.00
Shoring		1	MTH			\$ 17,136.00	\$ 17,136.00			\$ -	\$ -	\$ 17,136.00
Skid Steer		1	MTH			\$ 2,200.00	\$ 2,200.00					\$ 2,200.00
Trench Compactor		1	WK			\$ 400.00	\$ 400.00					\$ 400.00
Lull		1	MTH			\$ 3,850.00	\$ 3,850.00					\$ 3,850.00
MATERIALS												
Small tools, miscellaneous, rigging, dewatering pumps concrete		1	LS					\$ 4,000.00	\$ 4,000.00			\$ 4,000.00
Formwork (Concrete thrust supports)		1	LS					\$ 1,000.00	\$ 1,000.00			\$ 1,000.00
Asphalt repair		1	LS					\$ 13,600.00	\$ 13,600.00			\$ 13,600.00
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
SUBCONTRACTORS												
Rangeline (Line-Stop)		2	LS							\$ 39,225.00	\$ 78,450.00	\$ 78,450.00
Rangeline (Re-Stop)		1	LS							\$ 18,614.00	\$ 18,614.00	\$ 18,614.00
PCO Sub-Total:												
Tax					\$ 38,472.00		\$ 38,472.00		\$ 18,600.00		\$ 97,064.00	\$ 183,372.00
PCO Sub-Total w/ Tax					\$ 38,472.00		\$ 38,472.00		\$ 1,655.40		\$ 4,257.40	\$ 4,257.40
Mark Up		10%			\$ 3,847.20		\$ 3,847.20		\$ 20,255.40		\$ 97,064.00	\$ 187,629.40
Total Change:									\$ 2,025.54		\$ -	\$ 9,056.54
												\$ 196,685.94



Rangeline Group will perform the following Single Line Stop:

Quantity	Size	Pipetype	Product	Single Line Stop	Total	Line Stop Equipment Overnight charges after 7PM on 2nd Day "When Equipment is on the Pipe"
2	30"	DI	Force Main	\$33,429.00	\$66,858.00	\$750.00 Per Day, Per Line Stop CARBON STEEL - NOT PAINTED
2	30"	DI	Force Main	\$39,225.00	\$78,450.00	\$750.00 Per Day, Per Line Stop STAINLESS STEEL

Rangeline Group will perform the following Single Re-Stop:

Quantity	Size	Pipetype	Product	Single Re Stop	Total	Line Stop Equipment Overnight charges after 7PM on 2nd Day "When Equipment is on the Pipe"
2	30"	DI	Force Main	\$18,614.00	\$37,228.00	\$750.00 Per Day, Per Line Stop

Please Note: Rangeline will make every attempt to remove the completion plug and re-insert the line stopper through the existing fitting. If the completion plug cannot be removed, the existing line stop fitting will have to be abandoned and a new line stop fitting and location will be needed in order to shut the system down.

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Prices are based on the following below:

- Rangeline will provide epoxy coated carbon steel linestop fittings with 304SS hardware paired with plastic coated ductile iron blowdown saddles with dual 304SS straps and brass full port ball valves. If requested, the completion plug can be 304SS (2nd linestop option/price).
- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- Please allow (7 - 14 days) notice for scheduling after receipt of materials to ensure availability. Projects that require shorter lead times may incur additional charges.
- Contractor must encase each line stop fitting in concrete.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Rangeline may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a \$350.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline will allow (1) Mobilizations/De-Mobilizations to the jobsite per (2) 30" Single Line Stops and (1) Mobilizations/De-Mobilizations to the jobsite per (2) 30" Single Re-Stops. Additional trips will be \$2,000.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Cancelling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Rangeline will allow each Line Stop to be left in place for (2) calendar day(s) or less. Each additional day will be charged as noted above including weekends. Limited to no more than 7 days from original quoted scope. Any days needed past the 7th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 7th day. The Change Order must be received by Rangeline prior to the 7th day.

Rangeline Tapping Services
3415 Denver Drive Denver, NC 28037

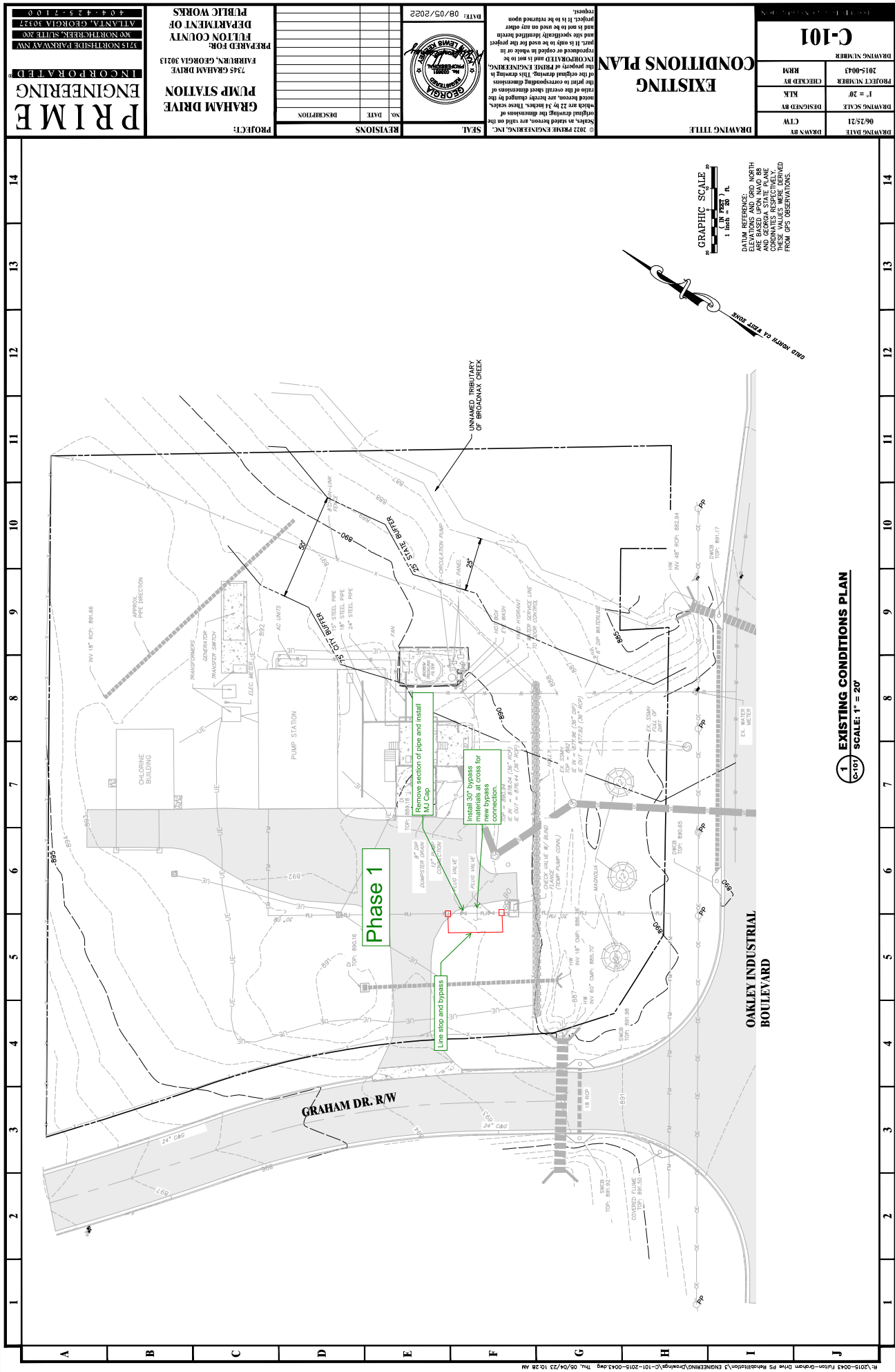
PROPOSAL

ASPHALT INSTALLATION (NEW PAVE) - BLUE AREA

Install up to **150** Square yards.

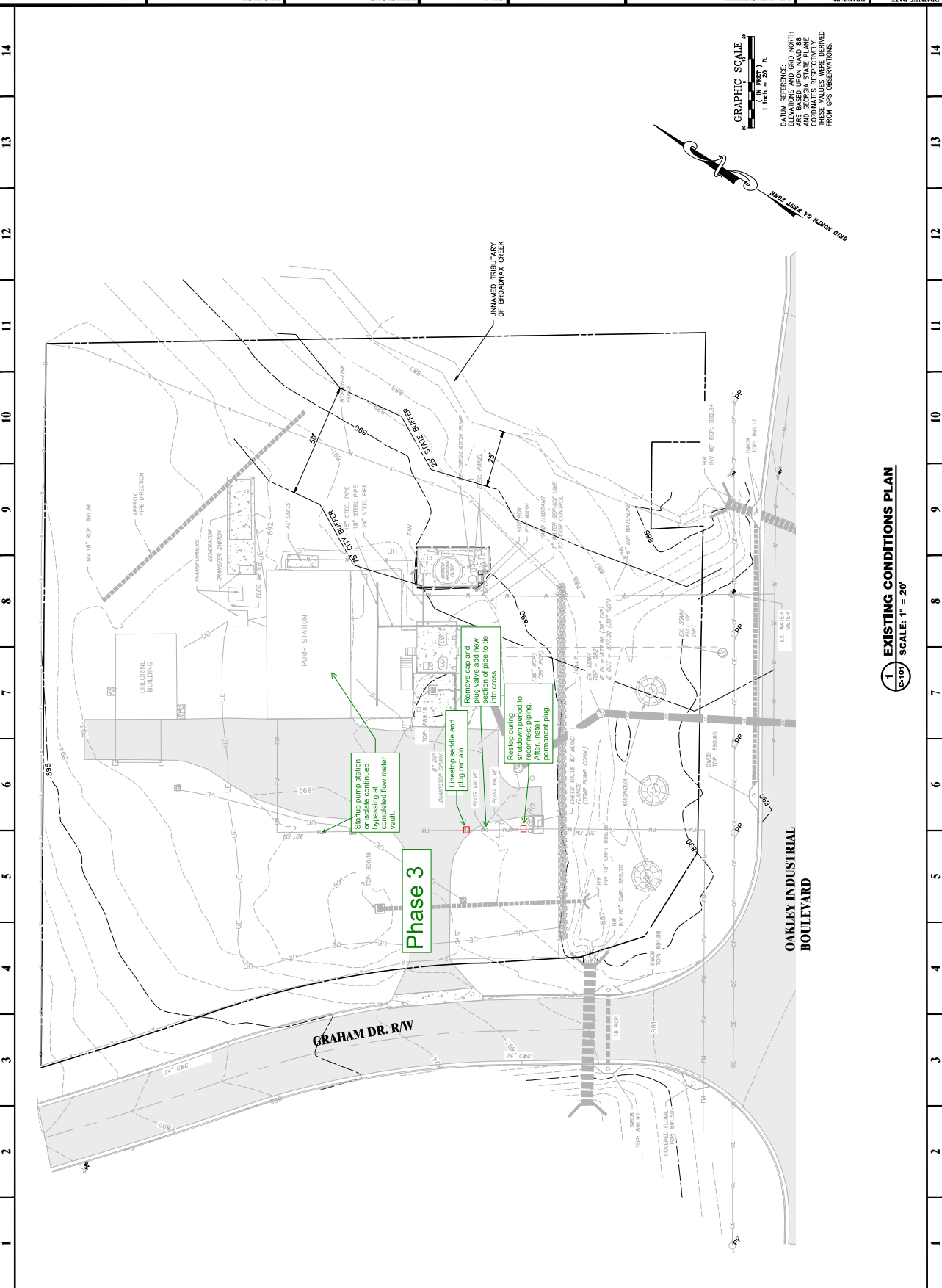
1. Provide and install **8" of GAB** from subgrade done by others
2. From GAB on grade provide and install **2 "** of binder.
3. Tack and Install **1"** of topping.
4. The new asphalt will be installed at the above depth using a self-propelled paving machine and will be compacted to achieve a smooth and uniform surface.
5. A Department of Transportation approved asphalt mix will be installed.
6. Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
7. We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
8. Excluded is responsibility for ponding water or poor drainage in areas where the grade is less than 2%







Price: \$13,600.00



EXISTING CONDITIONS PLAN
SCALE: 1" = 20'

0 100 200 300 400 500 600 700 800 900 1000 1100 1200 1300 1400 1500 1600 1700 1800 1900 2000 2100 2200 2300 2400 2500 2600 2700 2800 2900 3000 3100 3200 3300 3400 3500 3600 3700 3800 3900 4000 4100 4200 4300 4400 4500 4600 4700 4800 4900 5000 5100 5200 5300 5400 5500 5600 5700 5800 5900 6000 6100 6200 6300 6400 6500 6600 6700 6800 6900 7000 7100 7200 7300 7400 7500 7600 7700 7800 7900 8000 8100 8200 8300 8400 8500 8600 8700 8800 8900 9000 9100 9200 9300 9400 9500 9600 9700 9800 9900 10000 10100 10200 10300 10400 10500 10600 10700 10800 10900 11000 11100 11200 11300 11400 11500 11600 11700 11800 11900 12000 12100 12200 12300 12400 12500 12600 12700 12800 12900 13000 13100 13200 13300 13400 13500 13600 13700 13800 13900 14000 14100 14200 14300 14400 14500 14600 14700 14800 14900 15000 15100 15200 15300 15400 15500 15600 15700 15800 15900 16000 16100 16200 16300 16400 16500 16600 16700 16800 16900 17000 17100 17200 17300 17400 17500 17600 17700 17800 17900 18000 18100 18200 18300 18400 18500 18600 18700 18800 18900 19000 19100 19200 19300 19400 19500 19600 19700 19800 19900 20000 20100 20200 20300 20400 20500 20600 20700 20800 20900 21000 21100 21200 21300 21400 21500 21600 21700 21800 21900 22000 22100 22200 22300 22400 22500 22600 22700 22800 22900 23000 23100 23200 23300 23400 23500 23600 23700 23800 23900 24000 24100 24200 24300 24400 24500 24600 24700 24800 24900 25000 25100 25200 25300 25400 25500 25600 25700 25800 25900 26000 26100 26200 26300 26400 26500 26600 26700 26800 26900 27000 27100 27200 27300 27400 27500 27600 27700 27800 27900 28000 28100 28200 28300 28400 28500 28600 28700 28800 28900 29000 29100 29200 29300 29400 29500 29600 29700 29800 29900 30000 30100 30200 30300 30400 30500 30600 30700 30800 30900 31000 31100 31200 31300 31400 31500 31600 31700 31800 31900 32000 32100 32200 32300 32400 32500 32600 32700 32800 32900 33000 33100 33200 33300 33400 33500 33600 33700 33800 33900 34000 34100 34200 34300 34400 34500 34600 34700 34800 34900 35000 35100 35200 35300 35400 35500 35600 35700 35800 35900 36000 36100 36200 36300 36400 36500 36600 36700 36800 36900 37000 37100 37200 37300 37400 37500 37600 37700 37800 37900 38000 38100 38200 38300 38400 38500 38600 38700 38800 38900 39000 39100 39200 39300 39400 39500 39600 39700 39800 39900 40000 40100 40200 40300 40400 40500 40600 40700 40800 40900 41000 41100 41200 41300 41400 41500 41600 41700 41800 41900 42000 42100 42200 42300 42400 42500 42600 42700 42800 42900 43000 43100 43200 43300 43400 43500 43600 43700 43800 43900 44000 44100 44200 44300 44400 44500 44600 44700 44800 44900 45000 45100 45200 45300 45400 45500 45600 45700 45800 45900 46000 46100 46200 46300 46400 46500 46600 46700 46800 46900 47000 47100 47200 47300 47400 47500 47600 47700 47800 47900 48000 48100 48200 48300 48400 48500 48600 48700 48800 48900 49000 49100 49200 49300 49400 49500 49600 49700 49800 49900 50000 50100 50200 50300 50400 50500 50600 50700 50800 50900 51000 51100 51200 51300 51400 51500 51600 51700 51800 51900 52000 52100 52200 52300 52400 52500 52600 52700 52800 52900 53000 53100 53200 53300 53400 53500 53600 53700 53800 53900 54000 54100 54200 54300 54400 54500 54600 54700 54800 54900 55000 55100 55200 55300 55400 55500 55600 55700 55800 55900 56000 56100 56200 56300 56400 56500 56600 56700 56800 56900 57000 57100 57200 57300 57400 57500 57600 57700 57800 57900 58000 58100 58200 58300 58400 58500 58600 58700 58800 58900 59000 59100 59200 59300 59400 59500 59600 59700 59800 59900 60000 60100 60200 60300 60400 60500 60600 60700 60800 60900 61000 61100 61200 61300 61400 61500 61600 61700 61800 61900 62000 62100 62200 62300 62400 62500 62600 62700 62800 62900 63000 63100 63200 63300 63400 63500 63600 63700 63800 63900 64000 64100 64200 64300 64400 64500 64600 64700 64800 64900 65000 65100 65200 65300 65400 65500 65600 65700 65800 65900 66000 66100 66200 66300 66400 66500 66600 66700 66800 66900 67000 67100 67200 67300 67400 67500 67600 67



EROSION CONTROL LEGEND			
CODE	PRACTICE	DETAIL	SYMBOL
Dw	DUST CONTROL DISTURBED AREAS	WATER/CHEMICAL TREATMENT REQUIRED	
Ds	TEMPORARY SEEDING	3/C-401	
Ds3	PERMANENT VEGETATION	4/C-401	
Sd1-s	SOIL TREATMENT (TYPE 3, TYPE 3)	1/C-401	
Sd2-F	PILE SEEDMENT TRAP SUPPORTING FRAME	5/C-401	
St	STORM DRAIN CULVERT PROTECTION	2/C-401	

NOTES:

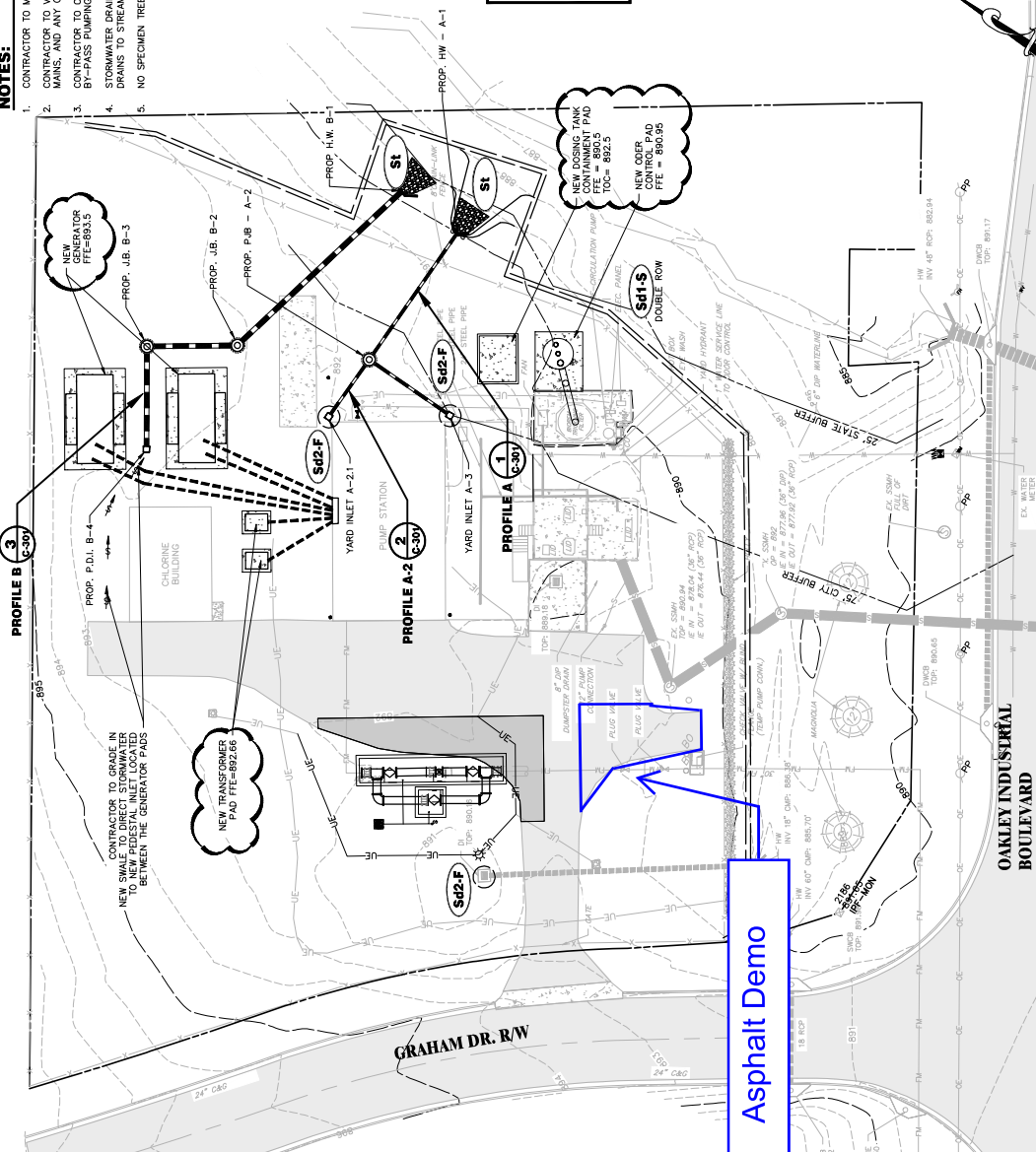
- CONTRACTOR TO MAINTAIN ACCESS TO THE PUMP STATION AT ALL TIMES.
CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING MAIN, WATER MAINS, AND ANY OTHER BURIED UTILITIES PRIOR TO BEGINNING WORK.
CONTRACTOR TO COORDINATE PUMP SHUT-OFF WITH FULTON COUNTY. ANY BY-PASS PUMPING OF THE FACILITY WILL REQUIRE ODDOR CONTROL.
STORMWATER DRAINS AND MANHOLES ARE TO BE MARKED: "NO DUMPING - DRAINS TO STREAM".
NO SPECIEN TREES TO BE REMOVED FROM THIS SITE.

**24 HOUR CONTACT
PRIME ENGINEERING, INC.
KALYN KEENEY, PE
404-316-8661
KKEENEY@PRIME-ENG.COM
GASWCC LEVEL II
CERT. # 56993**

OWNER: FULTON COUNTY DEPARTMENT OF PUBLIC WORKS
TECHNICAL SERVICES DIVISION
CONTACT: TIMOTHY P. MULLEN, P.E.
141 PRYOR STREET, S.W., SUITE 600
ATLANTA, GA 30303
PHONE: 404-612-9564

DESIGN ENGINEER: PRIME ENGINEERING, INC.
CONTACT: KALYN L. KEENEY, PE
3175 NORTHSIDE PKWY NW
300 NORTHREEK, SUITE 200
ATLANTA, GA 30327
PHONE: 404-425-7100
FAX: KKEENEY@PRIME-FENG.COM

Asphalt Demo



STAINLESS STEEL DOOR/FRAME AT
ELECTRICAL ROOM



Description: Stainless Steel Doors and Frame

Graham Drive Pump Station
PCO#:009
Date: 11/18/2024

SS Doors at Electrical Room		QTY	UNIT	UNIT LABOR	TOTAL LABOR	UNIT EQUIPMENT	TOTAL EQUIPMENT	UNIT MATERIAL	TOTAL MATERIAL	UNIT SUB-CONTRACTOR	TOTAL SUB-CONTRACTOR	TOTAL
Laborer (2)	80	MH		51.80	\$ 4,144.00							\$ 4,144.00
Foreman	40	MH		103.60	\$ 4,144.00							\$ 4,144.00
EQUIPMENT												
						\$ -				\$ -		\$ -
						\$ -						\$ -
MATERIALS												
Masonry	1							\$ 5,000.00	\$ 5,000.00			\$ 5,000.00
Stainless Steel Doors & Frame	1							\$ 12,755.00	\$ 12,755.00			\$ 12,755.00
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
									\$ -			\$ -
SUBCONTRACTORS												
										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
										\$ -		\$ -
PCO Sub-Total:				\$ 8,288.00				\$ 17,755.00		\$ -		\$ 26,043.00
Tax								\$ 1,580.20				\$ 1,580.20
PCO Sub-Total w/ Tax				\$ 8,288.00				\$ 19,335.20		\$ -		\$ 27,623.20
Mark Up	10%			\$ 828.80				\$ 1,933.52		\$ -		\$ 2,762.32
Total Change:												\$ 30,385.51

Commercial Doors & Hardware L.L.C. PROPOSAL

5780 Fairwood Trace
Acworth, GA 30101
404-617-9408
adamgreipp@comcast.net

Page 1

PROJECT:	Graham Drive Pump Station	DATE: November 4, 2024 REV#5
		FILE NO: AG010242022BD
TO:	Reeves Young LLC 45 Peachtree Industrial Blvd., NW Suite 200 Sugar Hill GA, 30518	() F.O.B SHIPPING POINT (Freight Allowed to Nearest Shipping Point) (X) F.O.B. OUR TRUCK (Delivered to Job Site)

We propose to furnish the following materials as an EXTRA to Contract as per your request.

Stainless Steel Doors & Frame to fit a rough opening of 6'-4" x 9'-2"

- 01 –Welded Frame 5 ¾" jamb x 6090 w/ 4" head P & D for existing opening
- 02 – Doors Flush (no lite kits)
- 01 – Set of Hardware

THE ABOVE MATERIAL FOR THE SUM OF:	\$12,755.00
	Plus Applicable Sales Tax

December 17, 2024

Stephen Hood
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

PCO No. 7 (Exhibit)

Simeon Solomero
Fulton County
11575 Maxwell Road
Alpharetta, GA 30009

Subject: Surveillance and Starlink
Contract: Graham Drive Pump Station Upgrade

Total Cost Impact: \$ 47,284.65

Simeon,

After conversations with Fulton County, we have reached out to Global Control Systems to provide security cameras and Starlink internet services to the Graham Drive Pump Station.

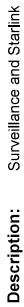
Attached is the pricing for installing and starting up. Also note, after the period of 15 Months Service October 1, 2024 - December 31, 2025, all billing will transfer to Roy Barnes/Veolia for continuation.

Please review and advise if this change order is acceptable.

Stephen Hood
Project Engineer

shood@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 404.820.1012
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518





Date: 10-18-2024

234

September 4, 2024

Robby Land
Senior Project Manager
Via email: rland@reevesyoung.com

Reference: GCS Proposal Number 024GA053_Rev.0
Fulton County Standard PS Internet Service via Starlink
Fulton County Standard PS Surveillance Camera System
Project: Graham Drive Pump Station

Dear Robby,

We are pleased to provide a proposal to provide satellite internet services via Star-Link. This internet service will support Ignition cellular IOT services and security surveillance systems.

Internet Service Proposal

Qty.	Item	Description
1	Starlink High Performance Satellite Dish Yearly Service Per Site 15 Months Service October 1, 2024 - December 31, 2025	Industrial grade satellite dish with generation 3 router Business grade connection with unlimited data

Note:

- Starlink dish to be mounted with a clear field of vision to sky
- Starlink connection will replace existing cellular connection for ignition
- Material and software details provided in pricing table
- **After the period of 15 Months Service October 1, 2024 - December 31, 2025, all billing will transfer to Roy Barnes/Veolia for continuation**

Pricing	
Item	Description
15 Months service fee includes below \$140/per month data usage fee includes 40 GB Priority Data and unlimited standard data per month	\$2,550.00 for 15 months of service Service Period October 1, 2024 - December 31, 2025

\$17.00 Monthly Starlink Maintenance support fee per month	
\$13.00 Regulatory fees per month	
One-Time Installation and hardware	\$3,800.00
1. High Performance Satellite Dish	
2. High Performance Power Supply	
3. USB-C-Ethernet Cable Quantity 1: 300'	
4. USB-C Ethernet Cable Quantity 1: 15'	
5. Mounting Adapter	
6. Mounting Plate	
7. POE Injector 802.3 BT	
8.	
Total	\$6,350.00

Security Camera Proposal

We are pleased to provide a proposal to provide a complete cloud monitored security system. The system includes security cameras, recording capabilities, and remote self-monitoring.

System Features

- 4 - 4K at 15 fps per camera (360 degree field of wide area view)
- 360° IR illumination with individually controlled LEDs
- Support for AI analytics and Cloud Video Management System
- 15 Days cloud recording with notifications and video archive capabilities

The following items are included in the proposal per provided document regarding scope.

Qty.	Item	Description
2	360 Degree Camera	Axis Industrial 360 Degree 4K Camera with Night Vision 4 Individual streams per camera

2	Surge Suppressor	Ethernet Surge Suppressor
1	Network Switch	Unmanaged Network 4 Port POE Switch
2	Backup SD Card	512 GB Micro SD Card for backup recording
2	Mounting Hardware	Pole Mount Hardware
1	Dell Viewing Station	Dell Desktop Grade Computer
1	4K 32" Monitor	Dell 4K 32" Viewing Monitor with cables and accessories
1	UPS	1000 VA Uninterrupted Power Supply
1	POE Switch	Network Switch with 802.3 AT POE Power Supply

Note:

1. GCS will utilize existing conduit as shown on contract drawings. No additional conduit.
2. GCS will utilize conduit and pull string as denoted on contract drawings.
3. Two cameras are provided with 4 individual channels output per camera
4. Cloud AI VMS requires 3-year term commitment.
5. Customer to provide alert list and automation rule setup.
6. Remote Camera Network cloud connector will be hosted at SFMOC, CCWRF
 - a. Existing Pump Station internet modem and Cisco Meraki VPN Router will be utilized to connect to cloud.
7. Any data usage over 50 GB will reduce 5G connection speeds on a rolling monthly basis.
8. Existing power will be used for network switch.
9. Camera cable cannot exceed 300 feet from POE switch per camera.

Pricing	
Included First Year Cloud Service Renews at \$2,250 per year for cloud service per site	
Item	Description
Camera & PC Hardware	\$21,160.00
Installation & Programming Service	\$15,020.00
Total	\$36,180.00



Delivery:

Delivery will be four to six weeks after processing the order.

Any Applicable tax and freight are included in the scope.

Terms for Payment

100% - Delivery of accepted software submittal **Net 30 Days**

Terms and Conditions

Prices quoted herein are for the equipment and services listed and do not include any external electrical wiring or termination, equipment installation, plumbing or mechanical interconnection.

Prices are in US funds, all applicable taxes extra. The above prices will be held for **thirty** days provided the equipment manufacturer's price does not change. Any equipment price change will be forwarded to the customer.

If we are not at the agreement within the specified time frame, terms and agreement will be negotiated at a later date.

Payment Terms:

Pro-rated payment shall become due as each partial shipment is made. If shipment is delayed for any reason that is beyond the control of GCS, prices shall be increased 1.5% for each full month or fraction thereof that shipment is delayed beyond a reasonable time frame. Further, if equipment is ready for shipment, and the purchaser delays shipment, the date of notice of readiness of shipment shall be deemed to be the date of shipment for payment purposes.

This proposal is limited to only those technical portions of the Engineer's Specification specifically referred to herein, and to the Terms and Conditions of Sale as outlined. GCS is not bound by any Terms and Conditions of the Prime or other contracts not specifically included herein.

We appreciate the opportunity to furnish you with this proposal and look forward to working with you on this project. Should you have any questions, please feel free to give us a call.

Sincerely,

GLOBAL CONTROL SYSTEMS, INC.

Robert Patel

MECI

M. E. Contractors, Inc.
Electrical Power • Controls • Energy Management

12/16/2024

Reeves Young

Job Reference: Graham Drive Pump Station

COR #4 – Add Conduit for Starlink

Attn: Monica Pineda / Robby Land

We are pleased to quote a change order price of \$2,503.00 to install one 1” conduit from the PLC control panel to the roof for the Starlink dish. Excludes pitch pocket.

Let us know if you need anything else.

Thank you,

Ronald Stroud

MECI

1263 Ellsworth Drive, N.W., Atlanta, GA 30318

Phone: (404) 351-2803

Fax: (404) 350-0532

E-mail: rstroud@mecontractorsinc.com

MECI

M. E. Contractors, Inc.
Electrical Power • Controls • Energy Management

Items	Qty	Material			Labor		
		Unit Price	Per	Extension	Unit M.H.	Per	Extension
1" rigid conduit from PLC control panel to Starlink dish on roof	40'	402.00	C	160.80	16.0	C	6.4
1" bushing	1	2.75	E	2.75	0.2	E	0.2
1" locknut	2	0.71	E	1.42	0.1	E	0.2
1" rigid strap	5	1.38	E	6.90	25.0	C	1.25
Hanger	1	27.50	E	27.50	2.5	E	2.5
1" weatherhead	1	11.31	E	11.31	1.5	E	1.5
Holes cored	2	225.00	E	450.00	2.5	E	5.0
Pull string	40'	35.00	M	1.40	9.0	M	0.36

\$662.08 17.41

TAX AT 7.75%
MATERIAL SUBTOTAL

\$51.31
\$713.39

LABOR 17.4 HR @ 50.50/HR
LABOR BURDEN 50%
LABOR SUBTOTAL

\$878.70
\$439.35
\$1,318.05

12% OVERHEAD
10% PROFIT
TOTAL

\$243.77
\$227.52
\$2,502.73

January 03, 2025

Monica Pineda
Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Simeon Solomero
Fulton County
11575 Maxwell Road
Alpharetta, GA 30009

PCO NO. 10 EXHIBIT

Subject: Relocation of Transformers
Contract: Graham Drive Pump Station Upgrade

Total Cost Impact: \$ 125,293.55

Simeon,

Reeves Young hereby submits Proposed Change Order #10 for costs associated with the relocation of 2 transformers.

The contract drawings call for the transformers to be installed between the chlorine and pump station building. This would block the only access path to the generators. RY proposes moving the generators to the existing generator pad.

Please review and advise if this change order is acceptable.

Monica Pineda
Assistant Project Manager

mpineda@reevesyoung.com | reevesyoung.com
T 770.271.1159 | M 803.480.3608
45 Peachtree Industrial Boulevard, Sugar Hill, GA 30518



Date: 01-03-24

Description: Relocation of Transformers

242

MECI

M. E. Contractors, Inc.
Electrical Power • Controls • Energy Management

12/16/2024

Reeves Young

Job Reference: Graham Drive Pump Station

COR #3 – Move Transformers to Existing Generator Pad

Attn: Monica Pineda / Robby Land

We are pleased to quote a change order price of \$105,859.00 to install the two transformers on the existing generator pad. Excludes cut and repair of concrete pad.

Let us know if you need anything else.

Thank you,

Ronald Stroud

MECI

1263 Ellsworth Drive, N.W., Atlanta, GA 30318

Phone: (404) 351-2803

Fax: (404) 350-0532

E-mail: rstroud@mecontractorsinc.com

MECI

M. E. Contractors, Inc.
Electrical Power • Controls • Energy Management

Items	Qty	Material			Labor		
		Unit Price	Per	Extension	Unit M.H.	Per	Extension
Ductbank G – Add 50'							
3 ½" PVC Schedule 40	300'	667.00	C	2001.00	8.0	C	24.0
3 ½" PVC coupling	30	7.10	E	213.00	0.1	E	3.0
3 ½" PVC 90°	6	17.30	E	103.80	0.5	E	3.0
#600mcm XHHW HV	1000'	14898.00	M	14898.00	42.0	M	42.0
#1/0 XHHW ground	350'	2575.00	M	901.25	13.0	M	4.55
Base Spacer	180	242.00	C	435.60	25.0	C	45.0
Intermediate Spacer	180	270.00	C	846.00	25.0	C	45.0
Quart PVC Glue	2	60.00	E	120.00	-		-
Ditch 30"x48"x50'	1	-		-	-		60.0
3000psi Concrete	19 yards	250.00	E	4750.00	1.5	E	28.5
Ductbank F – Add 40'							
3 ½" PVC Schedule 40	240'	667.00	C	1600.80	8.0	C	19.2
3 ½" PVC coupling	24	7.10	E	170.40	0.1	E	2.4
3 ½" PVC 90°	6	17.30	E	103.80	0.5	E	3.0
#600mcm XHHW HV	900'	14898.00	M	13408.20	42.0	M	37.8
#1/0 XHHW ground	300'	2575.00	M	772.50	13.0	M	3.9
Base Spacer	144	242.00	C	348.48	25.0	C	36.0
Intermediate Spacer	144	270.00	C	388.80	25.0	C	36.0
Quart PVC Glue	2	60.00	E	120.00	-		-
Ditch 30"x48"x40'	1	-		-	-		48.0
3000psi Concrete	15 yards	250.00	E	3750.00	1.5	E	22.5
Excavator Rental	1	-		2200.00	-		-

\$47,131.63 463.85

TAX AT 7.75%
MATERIAL SUBTOTAL

\$3,652.70

\$50,784.33

LABOR 463.9 HR @ 50.50/HR
LABOR BURDEN 50%
LABOR SUBTOTAL

\$23,426.95

\$11,713.48

\$35,140.43

12% OVERHEAD
10% PROFIT
TOTAL

\$10,310.97

\$9,623.57

\$105,859.30



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	% Complete	Actual Total Cost	Budgeted Total Cost
GRAHAM DRIVE PUMP STATION_1/15/2025								
Milestones & Admin								
A1000	Administrative NTP	681	14-Apr-23 A	01-Oct-25	-314	0.00	\$6,324,606.02	\$13,586,000.00
A1450	Construction NTP	0	03-May-23 A	03-May-23 A			\$0.00	\$0.00
A1010	Substantial Completion (400 Days from NTP) June 6 2024	1	03-May-23 A	29-Aug-25	-314		\$0.00	\$0.00
A1580	Punchlist	22	02-Sep-25	01-Oct-25	-314		\$0.00	\$0.00
A1020	Final Completion (430 Days from NTP) July 6 2024	0	03-Sep-24 A	01-Oct-25	-314		\$0.00	\$0.00
General Conditions								
A2320	Bond	5	03-Sep-24 A	09-Sep-24 A			\$133,500.00	\$133,500.00
A2330	Insurance	5	03-Sep-24 A	09-Sep-24 A			\$133,500.00	\$133,500.00
Owner Control Contingency and Allowance								
A2410	Change Order 1	161	31-May-24 A	21-Jan-25	-136	0.00	\$236,000.00	\$468,500.00
A2270	General Contingency	5	31-May-24 A	21-Jan-25	-136		\$236,000.00	\$236,000.00
A2280	Inspection and Testing	5	15-Jan-25	21-Jan-25	-136		\$0.00	\$125,000.00
A2290	Misc. Concrete Repair	5	15-Jan-25	21-Jan-25	-136		\$0.00	\$7,500.00
A2300	Landscaping and Grassing	5	15-Jan-25	21-Jan-25	-136		\$0.00	\$12,500.00
A2310	Hazardous Material Abatement	5	15-Jan-25	21-Jan-25	-136		\$0.00	\$75,000.00
Delays								
A2470	Electrical Gear Delay	681	12-Jul-23 A	23-May-25	-314	0.00	\$0.00	\$0.00
Procurement								
A1460	Issue POs/SCs & Release Mat'l/Eqpt. for Fab	380	14-Apr-23 A	05-Jun-25	-232	0.00	\$1,125,000.00	\$1,125,000.00
Division 3 Concrete								
A1650	Prepare/Submit - Submittals	101	03-May-23 A	07-Sep-23 A		0.00	\$10,000.00	\$10,000.00
A1660	Engineer Review/Approve	20	02-Feb-24 A	04-Apr-24 A			\$10,000.00	\$10,000.00
A1670	Fab/Deliver	10	04-Apr-24 A	24-Apr-24 A			\$0.00	\$0.00
Division 5 Metals								
A1680	Prepare/Submit - Submittals	20	13-Jul-23 A	29-Nov-23 A		0.00	\$5,000.00	\$5,000.00
A1690	Engineer Review/Approve	20	13-Jul-23 A	13-Jul-23 A			\$5,000.00	\$5,000.00
A1700	Fab/Deliver	10	14-Jul-23 A	25-Jul-23 A			\$0.00	\$0.00
Division 8 Openings								
A1710	Prepare/Submit - Submittals	20	17-Aug-23 A	29-Nov-23 A		0.00	\$5,000.00	\$5,000.00
A1720	Engineer Review/Approve	30	18-Jul-23 A	21-Jul-23 A			\$5,000.00	\$5,000.00
A1730	Fab/Deliver	10	21-Jul-23 A	18-Sep-23 A			\$0.00	\$0.00
Division 9 Finishes								
A1740	Prepare/Submit - Submittals	97	19-Sep-23 A	28-Feb-24 A			\$0.00	\$0.00
A1750	Engineer Review/Approve	121	03-Sep-24 A	25-Feb-25	-222	0.00	\$7,500.00	\$7,500.00
A1760	Fab/Deliver	30	03-Sep-24 A	20-Sep-24 A			\$7,500.00	\$7,500.00
Division 10 Specialties								
A1770	Prepare/Submit - Submittals	10	15-Jan-25	28-Jan-25	-222		\$0.00	\$0.00
A1780	Engineer Review/Approve	20	29-Jan-25	25-Feb-25	-222		\$0.00	\$0.00
A1790	Fab/Deliver	131	03-Sep-24 A	11-Mar-25	-171	0.00	\$5,000.00	\$5,000.00
Sluice Gates								
A1770	Prepare/Submit - Submittals	20	03-Sep-24 A	30-Sep-24 A			\$5,000.00	\$5,000.00
A1780	Engineer Review/Approve	10	15-Jan-25	28-Jan-25	-171		\$0.00	\$0.00
A1790	Fab/Deliver	30	29-Jan-25	11-Mar-25	-171		\$0.00	\$0.00
Sluice Gates								
A1790	Fab/Deliver	95	01-Jun-23 A	10-Nov-23 A		0.00	\$15,000.00	\$15,000.00
Summary								
			15-Jan-25					

Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone summary



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	% Complete	Actual Total Cost	Budgeted Total Cost	2023	2024	2025	2026
A1800	Prepare/Submit - Submittals	40	01-Jun-23 A	06-Jun-23 A			\$15,000.00	\$15,000.00	Prepare/Submit - Submittals			
A1810	Engineer Review/Approve	10	06-Jun-23 A	11-Jun-23 A			\$0.00	\$0.00	Engineer Review/Approve			
A1820	Fab/Deliver	95	18-Jul-23 A	10-Nov-23 A			\$0.00	\$0.00	Fab/Deliver			
Electromagnetic Flow Meters												
A1830	Prepare/Submit - Submittals	69	31-Oct-23 A	21-Oct-24 A		0.00	\$15,000.00	\$15,000.00	Prepare/Submit - Submittals			
A1840	Engineer Review/Approve	40	31-Oct-23 A	02-Nov-23 A			\$15,000.00	\$15,000.00	Engineer Review/Approve			
A1850	Fab/Deliver	10	02-Nov-23 A	08-Dec-23 A			\$0.00	\$0.00	Fab/Deliver			
Submersible Pumps												
A1860	Prepare/Submit - Submittals	156	13-Jul-23 A	15-Jan-25	-182	0.00	\$217,500.00	\$217,500.00	Prepare/Submit - Submittals			
A1870	Engineer Review/Approve	40	13-Jul-23 A	13-Jul-23 A			\$217,500.00	\$217,500.00	Engineer Review/Approve			
A1880	Fab/Deliver	156	25-Aug-23 A	15-Jan-25	-182		\$0.00	\$0.00	Fab/Deliver			
Slide Gates												
A1890	Prepare/Submit - Submittals	68	01-Jun-23 A	21-Dec-23 A		0.00	\$15,000.00	\$15,000.00	Prepare/Submit - Submittals			
A1900	Engineer Review/Approve	5	01-Jun-23 A	06-Dec-23 A			\$0.00	\$0.00	Engineer Review/Approve			
A1910	Fab/Deliver	10	07-Jun-23 A	21-Dec-23 A			\$0.00	\$0.00	Fab/Deliver			
Instrumentation and Controls												
A1920	Prepare/Submit - Submittals	353	31-Oct-23 A	22-Oct-24 A		0.00	\$37,500.00	\$37,500.00	Prepare/Submit - Submittals			
A1930	Engineer Review/Approve	40	31-Oct-23 A	02-Nov-23 A			\$37,500.00	\$37,500.00	Engineer Review/Approve			
A1940	Fab/Deliver	10	02-Nov-23 A	08-Dec-23 A			\$0.00	\$0.00	Fab/Deliver			
Odor Control												
A1950	Prepare/Submit - Submittals	289	22-Aug-23 A	30-Jan-25 A		0.00	\$112,500.00	\$112,500.00	Prepare/Submit - Submittals			
A1960	Engineer Review/Approve	30	22-Aug-23 A	22-Aug-23 A			\$112,500.00	\$112,500.00	Engineer Review/Approve			
A1970	Fab/Deliver	10	22-Aug-23 A	13-Dec-23 A			\$0.00	\$0.00	Fab/Deliver			
Pipe, Valves, and Accessories												
A1980	Prepare/Submit - Submittals	91	11-Sep-23 A	21-Jul-24 A		0.00	\$25,000.00	\$25,000.00	Prepare/Submit - Submittals			
A1990	Engineer Review/Approve	40	11-Sep-23 A	18-Sep-23 A			\$25,000.00	\$25,000.00	Engineer Review/Approve			
A2000	Fab/Deliver	10	18-Sep-23 A	29-Sep-23 A			\$0.00	\$0.00	Fab/Deliver			
HVAC Miscellaneous												
A2010	Prepare/Submit - Submittals	130	16-Jun-23 A	25-Nov-24 A		0.00	\$67,500.00	\$67,500.00	Prepare/Submit - Submittals			
A2020	Engineer Review/Approve	5	16-Jun-23 A	16-Jun-23 A			\$67,500.00	\$67,500.00	Engineer Review/Approve			
A2030	Fab/Deliver	130	25-Oct-23 A	25-Nov-24 A			\$0.00	\$0.00	Fab/Deliver			
Roof Top Units												
A2240	Prepare/Submit - Submittals	180	16-Jun-23 A	28-Nov-24 A		0.00	\$60,000.00	\$60,000.00	Prepare/Submit - Submittals			
A2250	Engineer Review/Approve	10	16-Jun-23 A	16-Jun-23 A			\$60,000.00	\$60,000.00	Engineer Review/Approve			
A2260	Fab/Deliver	180	25-Oct-23 A	28-Nov-24 A			\$0.00	\$0.00	Fab/Deliver			
Generator												
A2040	Prepare/Submit - Submittals	255	15-Jun-23 A	22-Jan-25	-173	0.00	\$195,000.00	\$195,000.00	Prepare/Submit - Submittals			
A2050	Engineer Review/Approve	20	15-Jun-23 A	15-Jun-23 A			\$195,000.00	\$195,000.00	Engineer Review/Approve			
A2060	Fab/Deliver	10	15-Jun-23 A	21-Jun-23 A			\$0.00	\$0.00	Fab/Deliver			
VFD												
A2070	Prepare/Submit - Submittals	215	13-Sep-23 A	22-Jan-25	-173	0.00	\$75,000.00	\$75,000.00	Prepare/Submit - Submittals			
A2080	Engineer Review/Approve	5	13-Sep-23 A	30-Nov-23 A			\$75,000.00	\$75,000.00	Engineer Review/Approve			
A2090	Fab/Deliver	10	30-Nov-23 A	13-Dec-23 A			\$0.00	\$0.00	Fab/Deliver			
Milestone Summary												
										15-Jan-25		

Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	% Complete	Actual Total Cost	Budgeted Total Cost	2023 Q2	2023 Q3	2023 Q4	2024 Q1	2024 Q2	2024 Q3	2024 Q4	2025 Q1	2025 Q2	2025 Q3	2025 Q4	2026 Q1	2026 Q2	2026 Q3	2026 Q4
A2340	Electrical Demo (MCC, Switchboard, PLC, VFD's, Light fix)	5	02-Jun-25	09-Jun-25	-253		\$0.00	\$100,000.00															
A1600	Remove/Replace - PS Roofing	5	06-Jun-25	12-Jun-25	-314		\$0.00	\$70,000.00															
A1350	Concrete Repairs	10	09-Jun-25	23-Jun-25	-304		\$0.00	\$170,000.00															
A2390	Conduit and Fittings Inside Building	5	13-Jun-25	19-Jun-25	-257		\$0.00	\$450,000.00															
A2380	Wire and Cable	5	20-Jun-25	26-Jun-25	-257		\$0.00	\$680,000.00															
A2400	Electrical Boxes (Junction, Enclosures, Etc.)	5	20-Jun-25	26-Jun-25	-247		\$0.00	\$295,000.00															
A1560	Switchgear, Disconnects, Transformer	10	20-Jun-25	03-Jul-25	-314		\$0.00	\$800,000.00															
A1360	Recoat Interior Conc. @ Wet Well & Dry Pit	10	23-Jun-25	08-Jul-25	-304		\$0.00	\$500,000.00															
A2360	Light Fixtures	5	27-Jun-25	03-Jul-25	-257		\$0.00	\$70,000.00															
A1640	I&C Modifications to Exist. PS	30	07-Jul-25	15-Aug-25	-314		\$0.00	\$100,000.00															
A2370	Cameras	5	07-Jul-25	11-Jul-25	-257		\$0.00	\$75,000.00															
A1470	Remove/Replace Scum Pumps, Pipe, & Valves @ Dry Pit	5	08-Jul-25	15-Jul-25	-285		\$0.00	\$85,000.00															
A1620	Pressure Wash/Clean Ext. of PS	3	08-Jul-25	11-Jul-25	-266		\$0.00	\$100,000.00															
A1480	Demo Booster Pump & Piping	5	15-Jul-25	22-Jul-25	-263		\$0.00	\$100,000.00															
A1380	Functional Test - Pump #1	5	18-Aug-25	22-Aug-25	-314		\$0.00	\$12,422.50															
A1400	Functional Test - Pump #2	5	18-Aug-25	22-Aug-25	-314		\$0.00	\$12,422.50															
A1420	Functional Test - Pump #3	5	18-Aug-25	22-Aug-25	-314		\$0.00	\$12,422.50															
A1440	Functional Test - Pump #4	5	18-Aug-25	22-Aug-25	-314		\$0.00	\$12,422.50															
A1510	Startup/Commission PS & WW	5	25-Aug-25	29-Aug-25	-314		\$0.00	\$140,000.00															
Flow Meter Vault		143	14-Mar-24 A	29-Aug-25	-314	0.00	\$477,549.71	\$1,005,000.00															
A1220	Install Process Mech. Piping	20	14-Mar-24 A	04-Apr-25	-215		\$477,549.71	\$550,000.00															
A1170	Excavate/Prep Subgrade	4	07-Feb-25	13-Feb-25	-220		\$0.00	\$35,000.00															
A1180	F/R/P - FM Vault SOG	5	13-Feb-25	20-Feb-25	-220		\$0.00	\$75,000.00															
A1190	F/R/P - FM Vault Walls	10	20-Feb-25	06-Mar-25	-220		\$0.00	\$100,000.00															
A1200	F/R/P - FM Vault Deck	15	06-Mar-25	27-Mar-25	-220		\$0.00	\$75,000.00															
A1210	Set/Install Precast FM Vault	3	27-Mar-25	01-Apr-25	-215		\$0.00	\$50,000.00															
A1230	Startup/Commission FM Vault	5	25-Aug-25	29-Aug-25	-314		\$0.00	\$120,000.00															
Chlorine Building		98	16-May-24 A	12-Jun-25	-237	0.00	\$373,500.00	\$385,000.00															
A2200	Install overhead door	5	16-May-24 A	15-Nov-24 A			\$30,000.00	\$30,000.00															
A2190	Install hollow metal door	5	16-May-24 A	29-Aug-24 A			\$40,000.00	\$40,000.00															
A1310	Clean and Repaint Building	15	21-May-24 A	14-Jun-24 A			\$60,000.00	\$60,000.00															
A1270	Remove & Replace Roofing System	15	04-Jun-24 A	14-Jun-24 A			\$70,000.00	\$70,000.00															
A1300	Startup/Commission Rehabbed Building	5	10-Sep-24 A	12-Jun-25	-259		\$118,500.00	\$130,000.00															
A1240	Demo Doors	5	12-Sep-24 A	18-Sep-24 A			\$35,000.00	\$35,000.00															
A1290	Demo Bridge Crane Structure	5	19-Sep-24 A	19-Sep-24 A			\$20,000.00	\$20,000.00															
Gensets & XFMRs		133	21-May-24 A	12-May-25	-234	0.00	\$1,050,000.00	\$1,415,810.00															
A1090	F/R/P - Genset Pads	8	21-May-24 A	12-May-25 A			\$10,000.00	\$10,000.00															
A1100	Set/Install - Gensets	10	04-Sep-24 A	04-Sep-24 A			\$1,000,000.00	\$1,000,000.00															
A1150	Remove Exist. Genset	5	05-Sep-24 A	05-Sep-24 A			\$20,000.00	\$20,000.00															
A1120	F/R/P - XFMR Pads	5	18-Sep-24 A	18-Sep-24 A			\$20,000.00	\$20,000.00															
A1110	Startup/Commission Gensets	15	27-Mar-25	17-Apr-25	-220		\$0.00	\$53,330.00															
A1130	Set/Install - XFMRs	5	16-Apr-25	07-May-25	-234		\$0.00	\$259,150.00															
A1140	Startup/Commission XFMRs	10	23-Apr-25	07-May-25	-234		\$0.00	\$53,330.00															

Actual Level of Effort Remaining Work Critical Remaining Work Milestone summary

15-Jan-25



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0249

Meeting Date: 4/2/2025

Department

Public Works

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

Request approval to extend an existing contract - Public Works Department, 23RFP139070K-JAJ, Progressive Design Build of Campbellton Pump Station with Sol Construction (Atlanta, GA) to continue to provide design services associated with determining the 80% guaranteed maximum price (GMP) for the pump station and force main at no additional cost. Time extension only. Effective upon BOC approval through May 2, 2025.

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

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

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The South Fulton Capacity Study, presented to and approved by the BOC as Item #21-0143 on 2/17/2021, detailed the sanitary sewer needs throughout the South Fulton County service area required to maintain expected levels of service and accommodate anticipated developmental needs. The Campbellton Pump Station and its associated force main were quantified and located to best prepare the County for where developmental growth would occur and the impact that growth would have on the County's existing facilities.

Scope of Work: On February 12, 2025 Sol Construction formally requested a time only extension. The delay to the originally proposed schedule was primarily caused by two factors:

1. Finalizing the pump station location. There were three (3) possible pump station locations being considered each with their own set of pros/cons with respect to construction and final operation. The process of deciding on a location took longer than originally proposed.

2. Determination of future flows. Accurately forecasting the range of flows this pump station would experience throughout its design life required extensive coordination with the cities, development community, surrounding neighbors. This collaboration was critical for sizing of the pump station and associated force main.

The time extension will allow Sol Construction to complete the 80% design and associated guaranteed maximum price by the new date of 5/2/2025.

Community Impact: The timeframe in which this infrastructure was to be constructed and provide beneficial use to the community will be delayed by the requested extension.

Department Recommendation: The Public Works Department recommends approval of this Item.

Project Implications: This time only extension will allow Sol Construction additional time to refine the design and associated costs of the Campbellton Pump Station. This delay will result in an adjusted 80% deliverable date of 5/2/2025.

Community Issues/Concerns: No community concerns or immediately impactful issues have been identified.

Department Issues/Concerns: The Public Works Department has not identified any concerns/issues with this item.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0484	7/10/2024	\$1,918,000.00
Amendment No. 1 (Extension)			\$0.00
Total Revised Amount			\$1,918,000.00

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

Construction Value

Time Extension

Prime Vendor: Sol Construction, LLC
Prime Status: Hispanic Female Business Enterprise
Location: Atlanta, GA
County: Fulton County
Prime Value: Time Extension

Total Contract Value: Time Extension

Agenda Item No.: 25-0249

Meeting Date: 4/2/2025

Total Certified Value: **Time Extension**

Exhibits Attached

Exhibit 1: Extension No. 1 to Form of Contract

Exhibit 2: Performance Evaluation

Exhibit 3: Vendor Request Letter

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

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,918,000.00

Previous Adjustments: \$0.00

This Request: \$0.00

TOTAL: \$1,918,000.00

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S171: Water & Sewer R&E, Public Works, Campbellton Pump Station

Key Contract Terms	
Start Date: 9/25/2024	End Date: 5/2/2025
Cost Adjustment: \$0.00	Renewal/Extension Terms: Extension through 5/2/2025

Agenda Item No.: 25-0249

Meeting Date: 4/2/2025

Overall Contractor Performance Rating: 73

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2024

Report Period End:
12/31/2024

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: Sol Construction, LLC.

Contract No.: #23RFP139070K-JAJ

Address: 4120 Presidential Pkwy
City, State Atlanta, GA 30340

Telephone: (770) 455-1822

Email:

Contact: Juliana Gomez

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Sol Construction, LLC.** to provide/perform progressive design build services for the Campbellton Pump Station, dated September 5, 2024, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to extend the subject contract, with all items and conditions unchanged, for an additional 30-day period,

WHEREAS, no additional cost, this is a time extension only, 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 ____ day of April item 25-_____

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

This Extension No. 1 to Form of Contract is effective as of the 2nd day of April between the County and **Sol Construction, LLC.** who agree that all Services specified will be performed in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional [Insert additional extension time, i.e., three month/six month/one year] period, with the contract ending as of the 2nd of May, 2025.

1. **COMPENSATION:** The services to be performed by the Contractor during this Extension No. 1 to Form or Contract shall be at no additional cost, this is a time extension only.

3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO. 1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Juliana Gomez
President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Department of Public Works

ITEM#: _____ RM: _____ REGULAR MEETING

ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Progressive Design/Build Campbellton Pump Station
Project Number	23RFP139070K-JAJ
Supplier	Sol Construction, LLC
Supplier Project Contact	Sol Estimating (preferred language: English)
Performance Program	Architectural and Engineering Services
Evaluation Period	09/24/2024 to 12/23/2024
Effective Date	01/13/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	01/13/2025 04:00 PM EST
Completion Date	01/13/2025 04:00 PM EST
Evaluation Score	73

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - ARCHITECTURAL AND ENGINEERING 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

Acceptable understanding of project objectives. This is the first Progressive Design Build with Design Team. Required direction from the User Department pertaining to 30% Design Drawings and Estimate.

SCHEDULE

14/20

Rating

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

Comments

Challenging schedule due to delay in Fulton County decision on Pump & Generator selection which has impact schedule.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

14/20

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

Deliverables meet however required direction with the design and estimate.

TECHNICAL SUPPORT DURING CONSTRUCTION

14/20

Rating

Satisfactory: Prompt and thorough review of Contractor submissions.

Comments

Review of Contractor submission is acceptable.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



February 12, 2025

Cherise Smith

Fulton County
7472 Cochran Rd
Atlanta, GA 30349

Subject: Request for No Cost Time Extension for D/B Campbellton Pump Station and Force Main Project. Project #: 23RFP139070K-JAJ

Dear Cherise,

We are writing to formally request a no cost time extension for the completion of the Design-Build Campbellton Pump Station and Force Main project, which is currently underway.

As you are aware, certain critical conditions needed to be addressed prior to the commencement of design and construction work. Specifically, the final determination of the site location and the establishment of the projected future flows for the pump station. Unfortunately, due to unforeseen delays in resolving these key factors, we were unable to initiate the project as originally scheduled. These delays were beyond the control of both parties but have had a direct impact on our ability to meet the initial milestones.

The primary causes of the delays are outlined below:

1. **Determining the Final Site Location:** Finalizing the pump station site location took longer than anticipated due to extensive coordination with the property owner. These discussions were necessary to identify the most suitable and feasible location for the station, which required additional time and careful consideration.
2. **Determining Future Flows:** The collection of accurate flow data and projections for the system demand was delayed due to factors beyond our control. These included delays in obtaining critical information from the property owner and their design teams, as well as the need for coordination with neighboring infrastructure and the completion of required flow studies.

Considering these delays, we respectfully request an extension of 30 days to the original project completion date. This extension will allow us to recover the time lost during these unforeseen challenges and ensure that the project proceeds without further setbacks.

We kindly ask that you review and approve this time extension request at your earliest convenience. We are fully committed to delivering the Campbellton Pump Station to the highest standards of quality and efficiency, and this extension will allow us to meet the design specifications and operational requirements as planned.

Please confirm your acknowledgment of this request and provide your approval as soon as possible. Should you require any additional documentation or clarification, please do not hesitate to contact us.

Thank you for your understanding and continued support.

Regards,

A handwritten signature in blue ink, appearing to read "Gloria Villegas". The signature is fluid and cursive, with a large loop at the end.

Gloria Villegas
Project Manager



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0250

Meeting Date: 4/2/2025

Department

Public Works

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

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and Clayton County Water Authority for sanitary sewer services related to the Brittany and Normandy subdivisions and billing services related to the Lake Royale subdivision for a period of 20 years. Effective upon approval by the BOC.

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

GA CONST Art. 9, § 3, ¶ 1 provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. O.C.G.A § 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

In 1989, an IGA with Clayton County, and its subsequent amendments, allowed the homes within the

Brittany and Normandy subdivisions in Fulton County to send their wastewater to Clayton County for treatment. Fulton County is currently charged a fixed rate per home within the Brittany and Normandy subdivisions. It was agreed to be in the interest of both Fulton County and the Clayton Water Authority to draft a new agreement that billed the County based on actual flow volume rather than a set cost per home.

This new IGA also addresses the sewer network of another subdivision named Lake Royale. This subdivision is currently provided water by Clayton County and sewer by Fulton County and customers in the Lake Royale subdivision are sent two separate bills: one for water from Clayton County, and another for sewer by Fulton County. In order to eliminate the confusion for customers within this subdivision as well as improve billing collection and enforcement for Fulton County, this IGA creates an arrangement that will allow Clayton County to bill these customers for sewer service on Fulton's behalf. Clayton County will then retain 8% of the collected amount for acting as Fulton County's billing collection agent, and Clayton County will transmit the remaining collected sewer funds to Fulton County. This mirrors the arrangements Fulton County has with other municipal entities, including the City of Atlanta and the City of Roswell.

Scope of Work:

This IGA

consists of two major parts:

1) Brittany and Normandy sewer flow

Allows Fulton County to send up to 150,000 gallons per day (gpd) of sewer flow to Clayton County for treatment. Fulton County will be billed in the new IGA according to actual flow volume rather than through predetermined set volumes.

2) Lake Royale sewer billing

Allows Clayton County to act as Fulton County's sewer billing collection agent in an area of Fulton County where Clayton County is the water provider.

Community Impact: Clayton County serves a portion of Fulton County via sewer treatment through the previously approved IGA, and also currently serves some Fulton County residents as a water provider. This new IGA will allow Fulton County and Clayton County to continue to work together in treating wastewater and serving Fulton County residents, no matter their water provider, in an efficient and sensible manner.

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

Project Implications: This agreement is necessary for the two entities to continue cooperation in the safe collection, transport, and treatment of wastewater

Community Issues/Concerns: Customers who live in the Lake Royale subdivision have expressed confusion when they received two separate bills: one from Clayton County for water and another from Fulton County for sanitary sewer. The Public Works Department believes that consolidating the bills into one, as is done for the vast majority of the Camp Creek watershed area, will alleviate this

confusion and provide a single point of contact for any billing questions or discrepancies.

Department Issues/Concerns: The Public Works Department has not identified any concerns/issues with this item.

Fiscal Impact / Funding Source

Funding Line 1:

n/a

STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT
FOR SANITARY SEWER SERVICE AND SEWER COLLECTION AND BILLING**

THIS INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE AND SEWER COLLECTION AND BILLING (“Agreement”) is entered into from and after its execution by the last Party to execute same, by and between the CLAYTON COUNTY WATER AUTHORITY (“CCWA”), a body corporate and politic, a political subdivision of the State of Georgia, and a public corporation, and FULTON COUNTY, GEORGIA (“FULTON”), a Georgia county and constitutionally created political subdivision of the State of Georgia, (CCWA and FULTON are each a “Party” and collectively referred to herein as the “Parties”).

WHEREAS, FULTON is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, CCWA is a political subdivision of the State of Georgia created by an Act of the Georgia General Assembly in 1955, pursuant to Ga. L. 1955, p. 3344-51, as amended; and

WHEREAS, pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia, each of these public entities are authorized to enter into intergovernmental agreements for periods not exceeding fifty (50) years in connection with the activities these entities are authorized to undertake; and

WHEREAS, at the time of entering into this Agreement, FULTON does not have sanitary sewerage lines and treatment facilities to serve single-family residential property owners located in the Brittany and Normandy Subdivisions located in Fulton County, Georgia, as reflected in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, CCWA does have a sewer collection and treatment system (the “CCWA system”), in Clayton County, Georgia, that CCWA is willing to permit FULTON to utilize to serve the residents in the Brittany and Normandy Subdivisions under the terms described below (the “Project”); and

WHEREAS, additionally, CCWA sells water it produces to customers in the Lake Royale Subdivision (“Outside Customers”) in Fulton County, Georgia, notwithstanding that they are not citizens of Clayton County, Georgia; and

WHEREAS, the CCWA System is also capable of serving the Lake Royale subdivision; and

WHEREAS, CCWA has a computerized water billing system in operation which serves the Lake Royale subdivision, and has acted as the billing entity to the customers in the Lake Royale subdivision, submitting bills to them for water services provided by CCWA; and

WHEREAS, CCWA and FULTON desire to extend this efficient and effective method of billing to sewer services for customers in the Lake Royale subdivision so that CCWA shall act as the billing entity to the customers in the Lake Royale subdivision for sewer services and remit to FULTON monies representing collected sewer service fees; and

WHEREAS, CCWA desires to assist FULTON by allowing FULTON's use of the CCWA system for the Project and by acting as the billing entity to sewer customers in the Lake Royale subdivision, subject to the terms included in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the following mutual obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

PART I - TERM

ARTICLE 1

TERM OF AGREEMENT

1.1. The term of the Agreement shall be for a period of twenty (20) years, commencing upon execution by both Parties, unless otherwise terminated or the term is amended as provided herein.

PART II – SANITARY SEWER SERVICE (Brittany and Normandy Subdivisions)

ARTICLE 2

SCOPE OF SERVICES FOR PROJECT

2.1 For purposes of the Project and for payments provided for under Article 3 of this Agreement, and pursuant to the average daily flow requirements of Article 4 of this Agreement, CCWA will accept single-family residential discharge of sewer into the CCWA system from FULTON. FULTON will utilize existing connections to connect into the CCWA system for purposes of the Project at or associated with the two (2) manhole locations at Manhole

SMMC5812595 and Manhole SMMC5812611 indicated in Exhibit A, formerly known as flow monitoring site locations “FULCL-1” and “FULCL-2”, respectively, or at such other locations as may be authorized in writing by CCWA.

2.2 For purposes of the Project and enabling necessary connections into the CCWA system, FULTON shall be responsible for the acquisition of any and all permits, sewer easements, and governmental approvals required for the construction and installation of connections, if and when needed, to the CCWA system.

2.3 CCWA will contract with an independent third-party contractor retained through a competitive procurement process to install and maintain a sanitary sewer flow meter at or near the FULTON connections provided for in Section 2.1 of this Agreement. Said independent third-party contractor shall maintain and read such meter and shall report the readings to CCWA monthly. Such readings shall be used to determine payments as provided for under Section 3.1 of this Agreement.

ARTICLE 3

PAYMENTS

3.1 In addition to payments provided for under other sections of this Article, FULTON shall pay the single family residential sewer conservation rate of \$7.00 per 1,000 gallons, where such single family residential sewer conversation rate shall be automatically adjusted by the same percentage of increase for each and every increase of sewer rates approved for all customers by CCWA after the effective date of this Agreement; provided, however, that FULTON shall pay 1.5 times such rate for flow which is in excess of 150,000 gallons per day (“gpd”). CCWA shall invoice FULTON monthly for payments under this Section. For purposes of this Agreement in calculating gpd, “day” shall mean a period of 24 consecutive hours starting at 12:00 A.M.

3.2 In addition to the payments provided for under other sections of this Article, an additional 1% shall be applied to, and paid with, each payment made pursuant to Section 3.1 as an administrative fee. Such an administrative fee shall be paid with each corresponding payment made pursuant to Section 3.1.

3.3 In addition to the payments provided for under other sections of this Article, FULTON shall pay a monthly monitoring fee of \$1,130.00. Such monthly monitoring fee may be adjusted and amended in the sole discretion of CCWA based upon any increase or decrease in costs to CCWA for the maintenance of the sanitary sewer flow meter by the independent third-party contractor as provided for under Section 2.3 CCWA will provide a 30-day notice to FULTON of any changes to such monitoring fee.

3.4 In addition to payments provided for under other sections of this Article, within thirty (30) days of executing this Agreement, FULTON shall pay a one-time setup fee of \$3,100.00.

3.5 In addition to payments provided for under other sections of this Article, within thirty (30) days of executing this Agreement, FULTON shall pay a capital charge of \$424,500.00.

3.6 FULTON shall render payment to CCWA within 30 days of receiving an invoice from CCWA.

ARTICLE 4

AVERAGE DAILY FLOW

4.1 Under no circumstance under this Agreement shall the average daily flow exceed 150,000 gpd for any billing period, except upon prior written determination by CCWA to FULTON that such average daily flow exceeding 150,000 gpd can be accommodated by the CCWA system.

4.2 In the event of a determination by CCWA that such average daily flow exceeding 150,000 gpd can be accommodated by the CCWA system ("Overage Flow"), FULTON shall pay to CCWA a capital charge for improvements or upgrades of the CCWA system to accommodate the Overage Flow into the CCWA system. Such capital charge shall be determined by multiplying the Overage Flow by the rate per gallon established by the Sewer Impact Fee then in effect and approved for all customers by CCWA; provided, however, that an Overage Flow level shall not be subject to a capital charge more than once. FULTON shall render payment to CCWA for such capital charge within 180 days of receiving an invoice from CCWA.

ARTICLE 5

DETERMINATION OF FLOWS

5.1 The basis for billing under Section 3.1 of this Agreement shall be metered flow volumes wherever possible. CCWA shall contract with an independent third-party as provided for in Section 2.3 of this Agreement to determine metered flow volumes. Meters shall be calibrated on a regular basis and appropriate calibration records shall be retained. FULTON or its internal auditor shall have the opportunity to observe the calibration process and review the calibration records of the third-party upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. Where metering stations are not feasible or a dispute arises with respect to the accuracy or appropriateness of metering results, CCWA and Fulton County's Director of Public Works will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the parties.

5.2 In the event flow is not metered, CCWA shall be entitled to assume flows at the average of the of the sewer flow measured at Manhole SMMC5812595 and Manhole SMMC5812611 for the immediately prior three-month period.

ARTICLE 6

STANDARDS AND SPECIFICATIONS, SEWER USE ORDINANCES, AND INDUSTRIAL PRETREATMENT PROGRAMS

6.1 FULTON shall notify all parties utilizing the CCWA system within the Project that all discharges into the CCWA system must meet the standards and specifications of CCWA and of the State of Georgia.

6.2 FULTON shall issue an industrial pretreatment permit to any categorical industries or other industries as identified by CCWA's Sewer Use Ordinance as a user requiring an industrial pretreatment permit.

6.3 Nothing contained herein shall require CCWA to provide sewer services to any other area of Fulton County, nor shall CCWA be required to accept any sewage for treatment which does not meet all criteria of CLAYTON COUNTY, GEORGIA's Sewer Use Ordinance (Sec. 98-1 *et seq.*), which is hereby referenced and made a part hereof.

6.4 If a sanitary sewer surcharge is warranted, then FULTON shall establish rates that are identical to CCWA sewer surcharge rates, as they may be modified from time to time, and invoice the industry required to pay such sanitary sewer surcharge on a monthly basis. All funds collected by FULTON for such industrial pretreatment permitted discharges shall be paid to CCWA within 30 days of receipt of payment.

ARTICLE 7

TREATMENT FACILITIES

7.1. CCWA agrees that it will take such action as is reasonably required to provide treatment capacity up to 150,000 gpd for the sanitary sewage generated from the Project.

ARTICLE 8

SERVICE AREA

Nothing in this Agreement is intended to modify the sewer service area of responsibilities existing on or before the execution of this Agreement, nor to modify the provision of services to any existing customers.

ARTICLE 9

MAINTENANCE

Each Party hereto agrees to maintain its portion of its respective sewerage systems in accordance with all applicable rules and regulatory requirements of its respected governing authorities, meaning the Fulton County Board of Commissioners for FULTON and the CCWA Board of Directors for CCWA (“Governing Authorities”), the State of Georgia, and the United States.

PART III – SEWER COLLECTION AND BILLING (Lake Royale Subdivision)

ARTICLE 10

SCOPE OF SERVICES FOR LAKE ROYALE SUBDIVISION

10.1. CCWA agrees to provide to FULTON sewer billing, collection and remittance services ("Billing Services") for Outside Customers. Specifically, the CCWA will provide the following services:

- a. Furnish all water, make all repairs to water meters, read all water meters, and keep all records incident to the Billing Services;
- b. Issue bills, either by paper or electronically, to Outside Customers, for the payment of sewer service fees in accordance with applicable laws of FULTON, as may be amended, with such bills calculated based upon the volume of water registered by CCWA’s water meter(s) servicing Outside Customers;
- c. Collect sewer fees from Outside Customers and remit such sewer fees in accordance with the terms of Article 15, less compensation payable to the CCWA under Article 18;

d. Keep accurate records and accounts of Outside Customers, consistent with information retained for CCWA's customer accounts, and all funds and payments received from Outside Customers for water service and sewer service charges;

e. Maintain, test, repair and/or replace defective meters on a basis consistent with those policies employed by CCWA for delivery of water services within its general service area; and

f. Provide FULTON with full and complete reporting of Outside Customer account information contained in CCWA's collection and billing system, as may be reasonably necessary for auditing or other related purposes.

10.2. CCWA agrees that this Agreement will apply to, and it will provide Billing Services concerning Outside Customers existing on the effective date of this Agreement and will also provide services to Outside Customers arising after the effective date of this Agreement by virtue of new development or customers within the Lake Royale subdivision, the transfer of ownership of an Outside Customer facility, premise, residence or business, changes in leasehold tenants, or otherwise. CCWA will make all reasonable efforts to provide Billing Services in a manner consistent with delivery of equivalent billing services provided to customers inside Clayton County, Georgia.

ARTICLE 11

INFORMATION TO BE PROVIDED BY THE COUNTY

11.1. FULTON must provide the following information to CCWA for sewer billing and collection purposes:

a. A sewer services rate structure compatible to that currently in use by CCWA. The rate structure units used by CCWA at the time of this Agreement is expressed in price to the nearest hundredth of a dollar per thousand gallons. If during the term of this Agreement, CCWA determines to change its rate structure, then if required to ensure compatibility with the CCWA's rate structure, FULTON must provide rates in kind by the date upon which the CCWA change becomes effective. To effectuate this term, CCWA agrees that it will provide FULTON advance written notice of a change in its rate structure 60 days prior to such a change becoming effective. Upon receipt of said notice, FULTON shall immediately take necessary measures to provide rates accordingly.

b. During the term of this Agreement, if FULTON enacts new sewer services rates for Outside Customers, it must provide CCWA written notice of such new rates at least 60 days before they become effective. CCWA will apply FULTON's new sewer services rates on the first full billing cycle following the 60-day notice period and the

legislated effective date. For purposes of this Agreement, the new sewer rates will be deemed effective at the time the new rate is applied in CCWA's billing statements prorated to the effective date of the new sewer service rates. CCWA will not be liable for sewer revenues resulting from differences in sewer rates billed following FULTON's adoption of new rates but prior to FULTON's new rates becoming effective pursuant to this section.

ARTICLE 12

INFORMATION TO BE PROVIDED BY CCWA

12.1. CCWA will provide monthly reports containing billing summaries, account receivables, and delinquent accounts for Outside Customers consistent with CCWA's monthly reporting policies and standards for its other customers.

12.2. The monthly reports will be provided by CCWA to FULTON by the 15th day of each month and will include data from the prior month's billing period.

12.3. On a monthly basis, CCWA will provide a report to the County that lists all new Outside Customers added to the system during the previous billing period.

ARTICLE 13

METERING

13.1. All water delivered by CCWA to Outside Customers will be metered and the volume of water registered by the meter will provide the basis for calculating the amount of applicable County sewer charges except as specified in Section 13.4.

13.2. At the time of installation, metering equipment provided by CCWA will meet or exceed the industry standards set by the American Water Works Association ("A WWA") for measuring the quantity of water delivered. CCWA is responsible for the cost and installation of all meters, and associated appurtenances, serving Outside Customers and can directly bill the Outside Customers for these services.

13.3. CCWA agrees to inspect, test and, if necessary, repair or replace any non-fire water metering equipment serving Outside Customers at least every three to four years for meters three (3) inches and over, beginning one (1) year after the effective date of this Agreement. FULTON will have the right to observe the calibration process, test the calibration equipment and review the calibration records of CCWA upon written request, at FULTON's expense. Due to the higher level of accuracy and precision inherent in water metering compared to sewer metering, the water meters used in the Lake Royale Subdivision must register within 2% above or below 100% of actual flows to be considered accurate for the purposes of this Agreement and

the parties' obligations under it. In addition, CCWA should have in place a meter replacement program for inaccurate and/or malfunctioning small (2 inches and less) meters based on evaluation of meter readings or test data and for the regular replacement of such meters every ten (10) to fifteen (15) years, or later if based on statistically significant meter test data.

13.4. If any meter fails to register or appears to have registered inaccurately for any billing period, the amount of water delivered during such billing period will be estimated in accordance with CCWA's then current policies and procedures. In the event that CCWA makes adjustments to Outside Customers' billable water usage, CCWA will make a corresponding adjustment to the sewer services bill component. Adjustments may be made in the event of bad meters, leaks and/or misreading of meters. Adjustments applicable to prior period billings will be deducted from current period payments of billed revenues.

13.5. Meters serving Outside Customers will be read in real time, on a monthly basis, or as otherwise determined by CCWA for billing purposes.

ARTICLE 14

RATE AND COMPUTATION OF BILLS

14.1. The sewer rate billed to Outside Customers by CCWA will be the retail sewer rate, as established from time to time by FULTON and provided to CCWA. Parties acknowledge that CCWA is responsible for providing water services within its service area and FULTON is responsible for providing sewer services within its service area. The cost for CCWA providing sewer billing and collection services for FULTON pursuant to this Agreement will not be collected by CCWA in addition to the sewer rates, as a surcharge or otherwise, but will be the responsibility of FULTON to include within the applicable sewer rates or otherwise, as deemed appropriate by FULTON.

14.2. The basis of sewer service charges for each Outside Customer will be the volume, in thousands of gallons, of water registered by CCWA's water meter(s) serving such Outside Customer during the applicable billing period.

ARTICLE 15

BILLING, COLLECTION, REMITTANCE

15.1. CCWA will bill Outside Customers for sewer service charges and water service charges concurrently.

15.2. CCWA will remit collected sewer service charges payments to FULTON on a monthly basis on or before the fifteenth (15th) day of each month; provided, however, that such payments will not include assessed late fees on sewer service.

15.3. The amounts billed for water and sewer services will be on the same billing statement. CCWA agrees that any payment received on a billing statement will be construed as having been made for both sewer and water services.

15.4. Prior to any calculation or payment to FULTON, CCWA will deduct all credit card charges, debit card charges, bank draft charges and similar charges from the gross receipts of each bill on a pro rata basis.

15.5. If, within 90 days of a bill being rendered, it is determined that an error has been made in the amount billed by CCWA, such error will be adjusted appropriately and payment credited. It is the parties' intention that, when adjustments are made to an Outside Customer's bill that affects the amount billed for water services, adjustments to the amount billed for sewer services will also be made. Such adjustments may involve refunding monies to such Outside Customer or billing the Outside Customer additional monies. To the extent that adjustments made to an Outside Customer's bill have an effect on monies paid to FULTON, CCWA may, in its next remittance to FULTON, deduct from such monies paid to FULTON the amount of any refund due to the Outside Customer.

15.6. If it is determined that an error has been made in the amount billed, any adjustments and payment credits will be made at the discretion of the CCWA's Customer Accounts Director or his or her designee. FULTON or its internal auditor is entitled, upon request and at its expense, to review any charge adjustments greater than \$100 to an Outside Customer account that may have occurred as a result of errors concerning the billing of that Outside Customer.

ARTICLE 16

COLLECTION OF PAST DUE AMOUNTS

16.1. CCWA holds no liability for payment to FULTON for past due amounts on non-active accounts of Outside Customers existing prior to effective date of this Agreement. However, CCWA will provide FULTON a listing of all past due, non-active accounts and the account information necessary for FULTON to independently collect past due sums on those non-active accounts. For all active past due accounts, CCWA will conduct collection activities on any past due amounts of Outside Customers using the same procedures and protocols as employed for collection of past due amounts on accounts of customers inside Clayton County, Georgia, including but not limited to notices, water service cut-offs, the placement of liens, use

of outside debt collection agencies, account balance write-offs, and other applicable collection methods in accordance with industry standards. In the event that CCWA retains the services of a debt collector, or incurs legal fees, to secure collection of past due amounts on active Outside Customer accounts, and such efforts result in the recovery of payments due FULTON then these costs will be deducted from payments to FULTON. At no instance will the costs for the collection efforts on a past due account exceed the amount collected. CCWA and FULTON will each provide a monthly report that details the amount collected on each account subject to the provisions of this section. FULTON agrees that the collection efforts for active past due accounts, including all legal and equitable remedies are the responsibility of CCWA and, as such, FULTON agrees not to materially interfere with or impede such collection efforts.

ARTICLE 17

TERMINATION OF WATER SERVICES

17.1. With regard to the termination of water service for non-payment, CCWA will provide the same level of service and implement the same policies for Outside Customers as applied to customers inside Clayton County, Georgia. CCWA's exercise of its termination policies on Outside Customer accounts in no way may be construed to subject CCWA to liability to FULTON.

ARTICLE 18

COMPENSATION FOR THE SERVICES

18.1. FULTON agrees to pay CCWA a monthly fee calculated at 8% of the total of collected sewer service charges payments remitted pursuant to Section 15.2 of this Agreement ("Fulton Payment"). For each month, CCWA will invoice FULTON for the Fulton Payment and FULTON shall render payment to CCWA within 30 days of FULTON's receipt of the invoice.

PART IV – PROVISIONS OF GENERAL APPLICATION

ARTICLE 19

DEFAULT

19.1. Failure of FULTON to pay CCWA any of the payments required under this Agreement when due, or failure of any Party to comply with any covenant, term, or obligation of

this Agreement, which failure is not timely cured after reasonable notice, shall constitute a material default on the part of such Party. In any such event, the non-defaulting Party may terminate the agreement by providing sixty (60) days' notice to the defaulting Party, or bring any suit, action, or proceeding in law or equity, including but not limited to mandamus, injunction, and/or action for specific performance as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party. In the event termination is sought under this Article, FULTON shall disconnect all of its facilities from the CCWA system within the sixty (60) day notice period.

ARTICLE 20

TERMINATION FOR CONVENIENCE

20.1. Either Party may unilaterally terminate this Agreement for convenience, and without cause after one-hundred and eighty (180) days' written notice to the other Party. FULTON shall disconnect all of its facilities from the CCWA system within the one-hundred and eighty (180) day notice period.

ARTICLE 21

LIABILITY

21.1. CCWA agrees that it shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, CCWA's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of FULTON or its employees, agents or operators. Nothing herein shall be construed as a waiver of the CCWA's sovereign immunity or any governmental immunity available to its officials, employees, or agents. FULTON agrees that it shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, FULTON's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of CCWA or its employees, agents or operators. Nothing herein shall be construed as a waiver of FULTON's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 22

ENTIRE AGREEMENT AND MODIFICATIONS

22.1 The Parties acknowledge this Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior, contemporaneous, oral or written negotiations, agreements or understandings between the Parties regarding such matters. No representation, oral or written, not incorporated in this Agreement shall be binding upon the Parties.

22.2 This Agreement may not be changed, modified, amended or altered except in a written agreement signed by the Parties.

22.3 This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same. The Parties may agree to amend this Agreement at any time.

22.4 The Parties agree to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other Party at any time during the term of this Agreement.

22.5 Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit same to non-binding mediation.

ARTICLE 23

SEVERABILITY, WAIVER, AND ENFORCEABILITY

23.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

23.2 No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. No failure or delay by a Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder.

23.3 The Parties agree that this Agreement was fairly negotiated at arm's length, and neither Party shall be considered to have been the drafter of the Agreement for purposes of any rules of construction. Should any provision of this Agreement require judicial interpretation, the

Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

23.4 This Agreement shall inure to the benefit of and be binding upon the undersigned Parties, their successors in office, and assigns.

ARTICLE 24

MISCELLANEOUS

24.1 The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

24.2 This Agreement may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or pdf signatures shall be deemed originals with the same enforceability as if they were originals.

24.3 This Agreement shall be construed and interpreted under the laws of the State of Georgia.

24.4 The signature of a representative of any Party to this Agreement is a warranty that the representative is duly authorized to execute this Agreement and that by such execution, such Party is hereby duly and lawfully bound by this Agreement.

24.5 No Party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

ARTICLE 25

NOTICE

25.1. All required notices shall be i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

**CLAYTON COUNTY WATER
AUTHORITY:**

Chief Executive Officer

FULTON COUNTY:

County Manager
Fulton County Government Center

1600 Battle Creek Road
Morrow, Georgia 30260

With a copy to:

Chief Operating Officer
1600 Battle Creek Road
Morrow, Georgia 30260

With a copy to:

General Counsel
1600 Battle Creek Road
Morrow, Georgia 30260

141 Pryor Street SW, Ste. 10061
Atlanta, GA 30303

With a copy to:

Director
Department of Public Works
Fulton County Government Center
141 Pryor Street, SW, Suite 6001
Atlanta, Georgia 30303

With a copy to:

Office of the County Attorney
Fulton County Government Center
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and day as below written.

[SIGNATURE PAGES FOLLOWING]

CLAYTON COUNTY WATER AUTHORITY

By: _____(SEAL)
Dr. Cephus Jackson, Chairman

Attest: _____(SEAL)
P. Michael Thomas, Secretary

DATE OF EXECUTION: _____

FULTON COUNTY, GEORGIA

ATTESTED:

Tonya R. Grier, Clerk to the Commission

(SEAL)

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM:

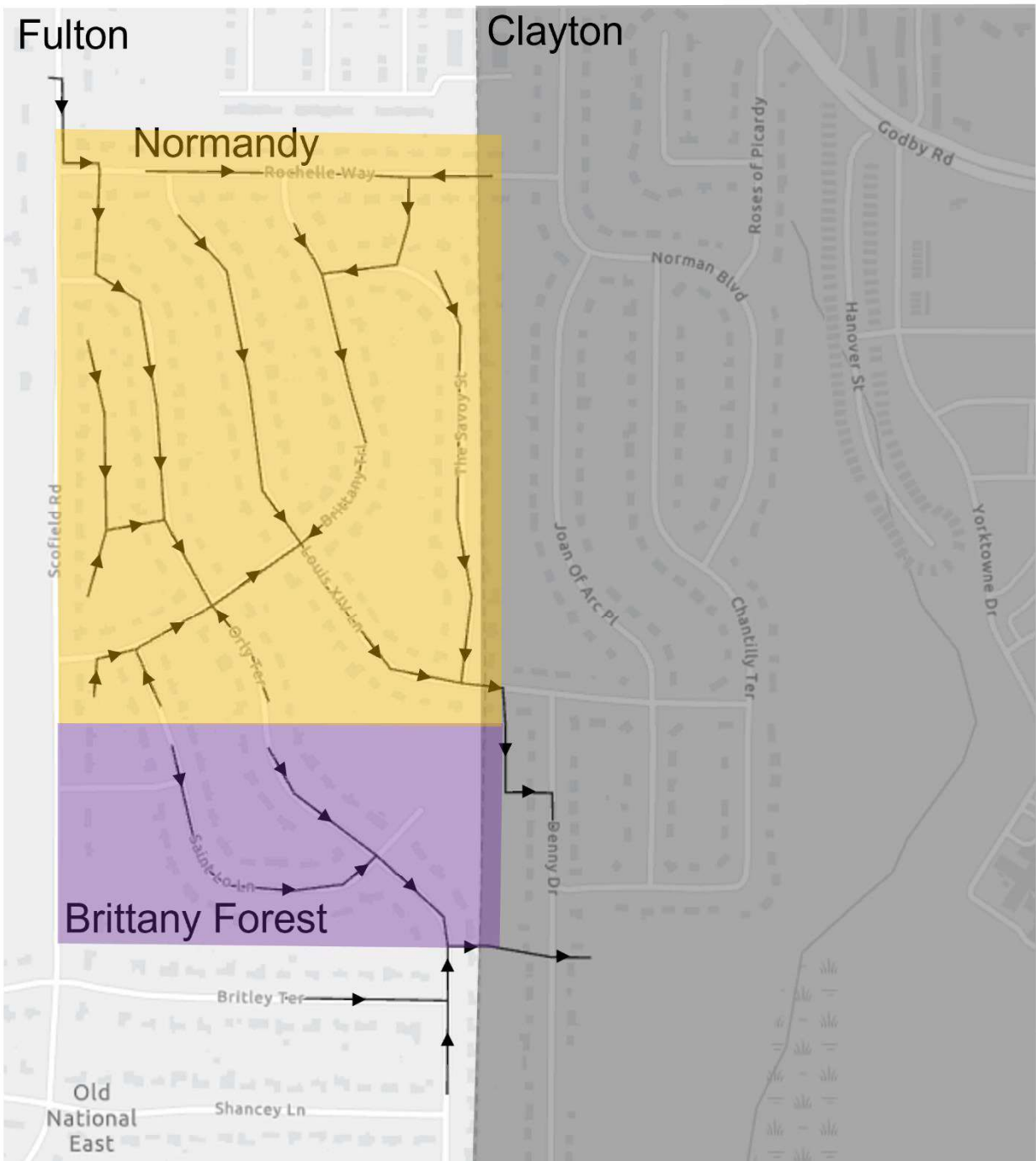
Y. Soo Jo, County Attorney

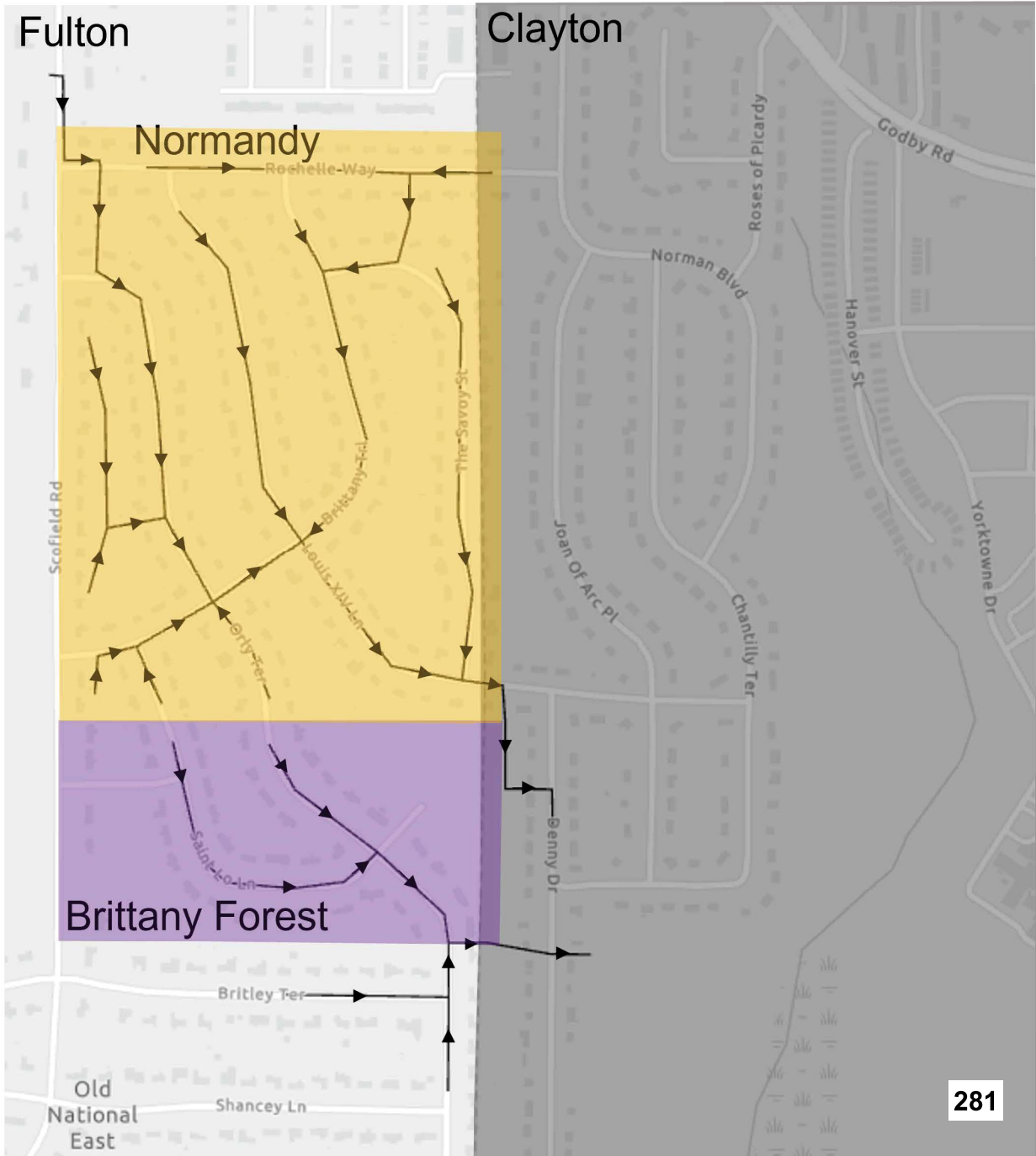
APPROVED AS TO CONTENT

David Clark, Director
Department of Public Works

DATE OF EXECUTION: _____

EXHIBIT "A"







Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0251

Meeting Date: 4/2/2025

Department

Senior Services

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

Request approval of the assignment of an existing contract, 23ITB125742A-BK, Swimming Pool Maintenance Services from United Pool Maintenance, LLC to United Pool Maintenance of Georgia, LLC, which is a change in the name of United Pool Maintenance, LLC. 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

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 County was notified by United Pool Maintenance, LLC of their new entity name and requested the County's approval to assign the Contract Agreement 23ITB125742A-BKJ- Pool Maintenance and Repair, to United Pool Maintenance of Georgia, LLC.

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: Request Letter from Contractor for name change

Exhibit 2: Secretary of State Certificate



UNITED POOLS

Professional Pool Services²⁸⁴
Management • Maintenance • Construction

January 6, 2025

Hello Customer,

I am writing to inform you of a change within United Pool Maintenance. In the fourth Quarter of 2024 our Board of Directors has decided to migrate our "contracts" into a new entity name. As you may know, our two parties are governed by a Swimming Pool Maintenance Agreement (SPMA). The entity that United Pools represents in the SPMA is changing to United Pool Maintenance of Georgia, LLC.

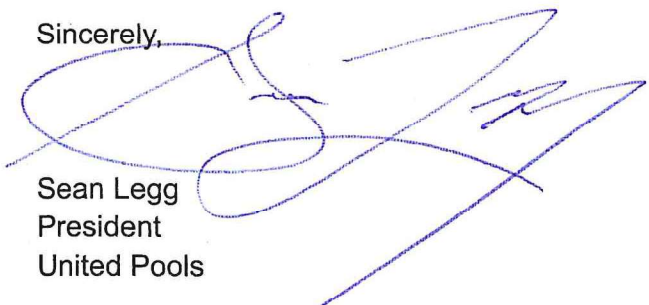
Please understand that there are no operational changes that will impact your services. This change is to align our organization with our business structure and how we operate in this market. This is nearly an entity name change, however we need to reflect this in the documents that govern our relationship.

Attached to this letter is an assignment that outlines the responsibilities of the Agreement being transferred from United Pool Maintenance, LLC to United Pool Maintenance of Georgia, LLC. We request that you review this assignment and submit it back to us by January 31, 2025, so that our legal team can file it in your customer folder.

Should you have any questions regarding this change, please do not hesitate to contact me. Thank you for your attention to this matter.

After you have signed the document, please email it back to Legal@unitedpools.com so that it may be saved in your file.

Sincerely,



Sean Legg
President
United Pools



United Pools
Office: (844) POOL-MGT • Fax: (678) 999-5914
www.unitedpools.com • corporate@unitedpools.com



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered by and between United Pool Maintenance, LLC, a Georgia limited liability company ("UPM"), United Pool Maintenance of Georgia, LLC, a Georgia limited liability company ("UPMG"), and _____, ("Owner") (UPM, UPMG, and Owner collectively as the "Parties" and individually as a "Party"). The effective date of the Assignment is February 1, 2025.

WHEREAS, on or about _____, UPM and Owner executed a certain swimming pool maintenance agreement (the "SPMA"); and

WHEREAS, UPM and UPMG are related entities having an identity of ownership; and

WHEREAS, UPM wishes to assign its rights and obligations under the SPMA to UPMG and UPMG wishes to take such an assignment and assume all of UPM's obligations under the SPMA; and

NOW, THEREFORE, in consideration of the covenants and agreements to be performed by one party to the other and other good and valuable consideration, the receipt and sufficiency of which is conclusively acknowledged by the Parties, the Parties agree as follows:

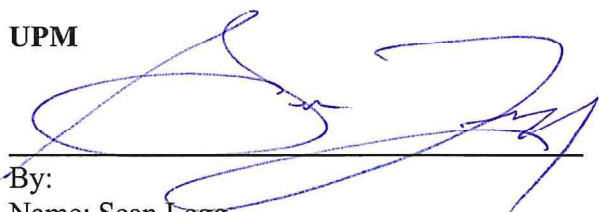
1. Assignment and Assumption. UPM hereby grants, transfers, and assigns to UPMG the entire right, title and interest of UPM in and to the SPMA. UPMG hereby assumes the covenants, agreements, rights, and obligations of UPM under the SPMA.
2. Consent by Owner. By executing this Agreement, Owner hereby acknowledges and consents to the aforementioned assignment of the SPMA by UPM to UPMG.
3. Power and Authority. Each Party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such Party represents and warrants that he or she is fully empowered and authorized to do so.

IN WITNESS WHEREOF, UPM, UPMG, and Owner have executed and delivered this Assignment as of the day and year first above written.

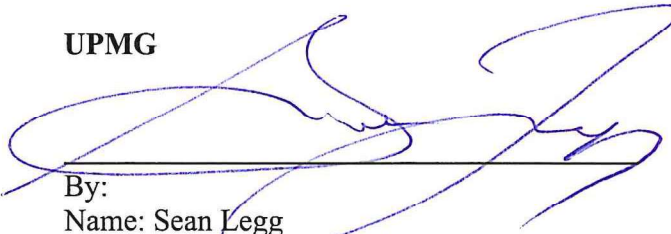
OWNER

By: _____
Name:
Title:

UPM

By: 
Name: Sean Legg
Title: President

UPMG

By: 
Name: Sean Legg
Title: President

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

United Pool Maintenance of Georgia, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/30/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **11/05/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 10/30/2024 2:10:27 PM

BUSINESS INFORMATION

CONTROL NUMBER 24203604
BUSINESS NAME United Pool Maintenance of Georgia, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 10/30/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 1480 Woodstock Road, Roswell, GA, 30075, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Mills Law Group, PA (FL)	1397 Carroll Drive, Suite 100, Atlanta, GA, 30318, USA	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Andrew J. Becker	ORGANIZER	1397 Carroll Drive, Suite 100, Atlanta, GA, 30318, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Andrew J. Becker
AUTHORIZER TITLE Attorney In Fact



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0252

Meeting Date: 4/2/2025

Department

District Attorney

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

Request approval of the 2025 Equitable Sharing Agreement and Certification with the U.S. Department of Justice for the Fulton County District Attorney Office, establishing the requirements for participation in the Federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, or proceeds.

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

OCGA §36.10.1 requires all contracts be approved by the Board and entered into the official minutes.

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

Justice and Safety

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

This annually certified agreement between the Federal Government and Fulton County sets forth requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, which are shared with participating law enforcement agencies.

The Department of Justice funds the Equitable Sharing program by which local governments receive an allocation of seizures, confiscations and other law enforcement activities in which the Fulton County District Attorney Office has had a cooperative or collaborative role. These funds can be utilized for training, communications, equipment, ammunition and other allowable law enforcement activities.

During 2024 reporting, the District Attorney Office did not have any expenditures from Equitable Sharing distributions.

This annual information return shows the revenue receipts from the federal government, and the local government spending within the restrictions of this program for law enforcement purposes. These transactions are classified within a separate special revenue fund as required under the agreement.

During 2024, the District Attorney Office did not receive Equitable Sharing distributions from the Department of Justice.

Scope of Work: Subsequent shared revenues from this program are subject to receipt of signed annual agreement.

Community Impact: None

Department Recommendation: The Department requests approval.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Subsequent shared revenues from this program are subject to receipt of signed annual agreement.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: GA060015A
Agency Name: Fulton County District Attorney's Office
Mailing Address: 141 Pryor Street Sw, Suite 7001
Atlanta, GA 30303

Type: Prosecutor's Office

Agency Finance Contact

Name: Rood, Grant
Phone: 404-612-4874
Email: grant.rood@fultoncountyga.gov

Jurisdiction Finance Contact

Name: Pryor, Kela
Phone: 404-612-7603
Email: Kela.Pryor@fultoncountyga.gov

ESAC Preparer

Name: Pryor, Kela
Phone: 404-612-7603
Email: Kela.Pryor@fultoncountyga.gov

FY End Date: 12/31/2024

Agency FY 2025 Budget: \$40,531,203.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$88,692.31	\$11,224.34
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$88,692.31	\$11,224.34

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** John Jordan**Company:** Jordan, John J**Phone:** 404-659-3384**Email:** jjordan@pjcggroup.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

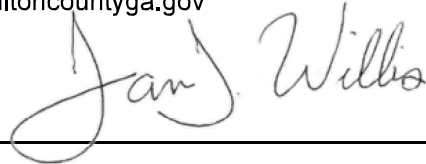
☐ Yes ☒ No

Agency Head

Name: Willis, Fani

Title: District Attorney

Email: Fani.Willisda@fultoncountyga.gov

Signature: 

03/18/2025

Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pitts, Robert

Title: Chair, Board of Commissioners

Email: Robb.Pitts@fultoncountyga.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0255

Meeting Date: 4/2/2025

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "B.E.S.T. Academy Varsity Boys Basketball Championship Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Tri-Cities High School Varsity Boys Basketball Championship Appreciation Day." **(Pitts/BOC)**

Proclamation recognizing "Creekside High School Varsity Girls Basketball Championship Appreciation Day." **(Arrington/BOC)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0257

Meeting Date: 4/2/2025

Department

Finance

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

Presentation, review, and approval of April 2, 2025, Budget Soundings and Resolution.

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

BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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.)*

The April 2, 2025 Soundings request is submitted for your review and approval. Below is a brief summary of each request and the related justification.

GENERAL fund

Strategic Priority Area: Open and responsible government

- **Modify the 2025 Annual Hardware and Software Maintenance and Support List - (Page 3)**

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments or increases.

Fulton County Information Technology (FCIT) requests approval for a name change to the Annual Hardware and Software Maintenance List (AML) number 86, E-Civis. Per the attached documents, the Grants Locator software will continue to be provided but under the name of Euna Solutions, Inc. No additional funding is required or requested.

Fulton County Information Technology (FCIT) requests approval for an increase in the Annual Hardware and Software Maintenance List (AML) number 186, SHI. The current authority is \$600,000.00. The desired amount is \$755,646.16 to cover an increase in the server virtualization software license and maintenance support, which will expire on April 7, 2025. FCIT based the 2025 request for authority per an annual increase of about \$100,000.00. Per a quote received on March 24, 2025, the increase was over \$243,000.00. No additional funding is required or requested.

Fiscal Impact / Funding Source

Funding Line 1:

No additional funding is required or requested

1 **RESOLUTION BY THE FULTON COUNTY BOARD OF**
2 **COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON**
3 **APRIL 2, 2025, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER**
4 **PURPOSES**
5
6

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

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

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

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

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

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

25 (3) The governing authority of a local government may amend the legal level
26 of control to establish a more detailed level of budgetary control at any time during

1 the budget period. Said amendment shall be adopted by ordinance or resolution;
2 and

3 **WHEREAS**, the legal level of control for Fulton County is the departmental
4 level.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of
6 Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current
7 budget is hereby amended by approval of the attached departmental budget
8 modifications.

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

11 **SO PASSED AND ADOPTED**, this 2nd day of April, 2025.

12
13 **FULTON COUNTY BOARD OF COMMISSIONERS**
14
15

16
17
18 _____
19 Robert L. Pitts, Chairman
20

21
22 ATTEST:

23 APPROVED AS TO FORM:
24

25
26 _____
27 Tonya Grier
Clerk to the Commission

25
26 _____
27 Y. Soo Jo
County Attorney



APRIL BUDGET SOUNDINGS

April 2, 2025

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget.

Annual Hardware and Software Maintenance and Support List - 2025								
Type	Vendor Name	Product Name	Description	User Agency	2025 Projected Authority	Additional Amount	Funding Source	Comments
Software	E-Civis	Grants Locator - IGA	Grants Locator Software Licenses	External Affairs	\$40,000.00	\$0.00	Information Technology	Name change from E-Civis to Euna Solutions Inc.
Software	SHI	VMWare	Server Virtualization Software Licenses, Maintenance & Support	Information Technology	\$600,000.00	\$155,646.16	Information Technology	Increase spending authority by 155,646.16 to a total FY25 amount of 755,646.16

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2025 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments or increases.

Fulton County Information Technology (FCIT) requests approval for a name change to the Annual Hardware and Software Maintenance List (AML) number 86, E-Civis. Per the attached documents, the Grants Locator software will continue to be provided but under the name of Euna Solutions, Inc. No additional funding is required or requested.

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0258

Meeting Date: 4/2/2025

Department

Finance

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

Request approval to renew an existing contract and increase spending authority - Finance Department, 24ROTH1113C-MH, Temporary Staffing Services in the amount of \$246,480.00 with Roth Staffing Companies L.P. to provide temporary accounting staffing services. This action exercises the only renewal option. No renewal option remains. Effective dates: April 1, 2025 through December 31, 2025.

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

In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date 60 days if the contract term is six (6) months or less.

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

Scope of Work: Finance Department obtained a contract with Roth Staffing Companies for professional accounting temporary staffing services in the amount of \$50,000 for the term of October 1, 2024, through March 31, 2025. This action extends the existing contract for the two temporary accounting staff through the end of the year 2025 at a collective cost of \$162,240 and also provides funding for one additional accountant through the end of the 2025 fiscal year at a cost of \$84,240 as

the department continues efforts to recruit for permanently placed employees in these functional roles.

Community Impact: None

Department Recommendation: Recommend approval

Project Implications: Maintain level of effort for accounting services until permanent placements are made by Finance.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	11/13/24	\$50,000.00
1st Renewal			\$246,480.00
Total Revised Amount			\$296,480.00

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

N/A

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

Exhibit 1: Contract Renewal Agreement

Exhibit 2: Contract Renewal Evaluation

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

Hakeem Oshikoya, Finance Director, 404-612-7641

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$50,000.00

Previous Adjustments: 0

Agenda Item No.: 25-0258

Meeting Date: 4/2/2025

This Request: \$246,480.00
TOTAL: \$296,480.00

Fiscal Impact / Funding Source

Funding Line 1:

100-210-2114-1184 Finance, General Accounting, Temporary Services Agency

Key Contract Terms	
Start Date: 4/1/2025	End Date: 12/31/2025
Cost Adjustment: \$246,480	Renewal/Extension Terms: To 12/31/2025

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2025

Report Period End:
3/18/2025



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Finance

BID/RFP# NUMBER: 24ROTH1113C-MH

BID/RFP# TITLE: Personnel Services, Temporary

ORIGINAL APPROVAL DATE: November 13, 2024

RENEWAL EFFECTIVE DATES: April 1, 2025 through December 31, 2025

RENEWAL OPTION #: Requesting 1.

NUMBER OF RENEWAL OPTIONS: none remaining

RENEWAL AMOUNT: \$ 246,480

COMPANY'S NAME: Roth Staffing Companies, L.P.

ADDRESS: 450 N. State College Blvd

CITY: Orange

STATE: CA

ZIP: 92868

This Renewal Agreement No. ____ was approved by the Fulton County Board of Commissioners on BOC DATE: BOC NUMBER:

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA

ROTH STAFFING COMPANIES, L.P.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

AUTHORIZATION OF RENEWAL:

ATTEST:

Hakeem Oshikoya, Director of
Finance

Notary Public

County:_____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____
FIRST REGULAR MEETING

ITEM#: _____ RM: _____
SECOND REGULAR MEETING

Contract Renewal Evaluation Form

Date:	March 17, 2025
Department:	Finance
Contract Number:	24ROTH1113C-MH
Contract Title:	Personnel Services, Temporary

Instructions:

It is extremely important that every contract be rigidly scrutinized to determine if the contract provides the County with value. Each renewal shall be reviewed, and answers provided to determine whether services should be maintained, services/scope reduced, services brought in-house or if the contract should be terminated. Please submit a completed copy of this form with all renewal requests.

1. Describe what efforts were made to reduce the scope and cost of this contract.

This award originates with difficulties arising from filling permanent accounting classification positions in the Finance department given the current salary structures and market conditions for professional accountants. Utilizing a temporary agency to fill functional areas has been used since late December 2024, and the agency has provided candidates that are performing satisfactorily and above in many cases. It also affords very good possibilities at a permanent placement as each candidate is evaluated over their tenure, rather than making a permanent hiring decision based on a 45 minute to 1 hour interview.

2. Describe the analysis you made to determine if the current prices for this good or service is reflective of the current market. Check all applicable statements and provide documentation:

☐ Internet search of pricing for same product or service:

Date of search:	Click here to enter a date.
Price found:	Click here to enter text.
Different features / Conditions:	Click here to enter text.
Percent difference between internet price and renewal price:	Click here to enter text.

Explanation / Notes: The rates provided under this contract are generally 125% of the budgeted minimums for these accounting positions. However, most candidates require a higher than minimum for permanent placement.

As an example. Accountant I (the positions currently being utilized). Annual salary budgeted plus benefits is approximately \$77,339, while an annual rate quote for same position is \$104,000 with this company.

☐ Market Survey of other jurisdictions:

Date contacted:	Click here to enter a date.
-----------------	-----------------------------

Jurisdiction Name / Contact name:	Click here to enter text.
Date of last purchase:	Click here to enter a date.
Price paid:	Click here to enter text.
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.
Are they aware of any new vendors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are they aware of a reduction in pricing in this industry?	<input type="checkbox"/> Yes <input type="checkbox"/> No
How does pricing compare to Fulton County's award contract?	Click here to enter text.

Explanation / Notes:

☐ **Other (Describe in detail the analysis conducted and the outcome):**

Click here to enter text.

3. What was the actual expenditure (from the AMS system) spent for this contract for previous fiscal year?

\$12,025.07 as of March 17, 2025.

4. Does the renewal option include an adjustment for inflation? ☐ Yes ☒ No
(Information can be obtained from CPI index)

Was it part of the initial contract? ☐ Yes ☒ No

Date of last purchase:	2025
Price paid:	\$50/hour
Inflation rate:	Click here to enter text.
Adjusted price:	Click here to enter text.
Percent difference between past purchase price and renewal price:	Click here to enter text.

Explanation / Notes:

The fees proposed for the remainder of 2025 are for a 9 month vs 3 month period.

5. Is this a seasonal item or service? ☐ Yes ☒ No

6. Has an analysis been conducted to determine if this service can be performed in-house? ☐ Yes
☒ No If yes, attach the analysis.

7. What would be the impact on your department if this contract was not approved?

We will be unable to place required effort on necessary accounting functions of bank reconciliation, financial system posting of payroll and other accounting transactions. Plans remain to fill these positions with experienced and qualified permanent candidates, but this funding provides a backstop until then to maintain adequate accounting effort.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0259

Meeting Date: 4/2/2025

Department

Human Resources Management

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

Request approval of a recommended proposal - Department of Human Resources Management, 24RFP1325481B-PS, Family and Medical Leave Act (FMLA) Administration Services in an amount not to exceed \$109,796.00 with Sedgwick Claims Management, Inc. (Memphis, TN) to provide comprehensive FMLA administration for the Fulton County workforce upon execution of contract through December 31, 2025, with two renewal options.

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

In accordance with Purchasing Code Sections 102-374 and 102-375, all competitive sealed proposals 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 | <input checked="" type="checkbox"/> |
| District 1 | <input type="checkbox"/> |
| District 2 | <input type="checkbox"/> |
| District 3 | <input type="checkbox"/> |
| District 4 | <input type="checkbox"/> |
| District 5 | <input type="checkbox"/> |
| District 6 | <input type="checkbox"/> |

Is this a purchasing item?

Yes

Summary & Background

Scope of Work: This contract will provide comprehensive FMLA administration for Fulton County, beginning with the request for FMLA leave through the determination and expiration and/or exhaustion of the leave. The vendor will perform FMLA leave administration and management including, but not limited to, issuance of initial FMLA claim package and all other FMLA-related communications to employees, determination of FMLA leave eligibility, approval and denial of FMLA claims, verification of medical certification, and tracking of FMLA requests, absences and utilization.

Community Impact: There is no community impact.

Department Recommendation: The Department of Human Resources Management recommends approval of the recommended vendor.

Project Implications: There are no project implications.

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

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

Contract Modification: This is a new procurement.

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

Contract Value: \$109,796.00

Prime Vendor: Sedgwick Claims Management, Inc.

Prime Status: Non-Minority

Location: Memphis, TN

County: Shelby County

Prime Value: \$109,796.00 or 100.00%

Total Contract Value: \$109,796.00 or 100.00%

Total Certified Value: \$0.00

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Report

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

Kenneth L. Hermon, Jr., Chief Human Resources Officer, Department of Human Resources Management, 404.613.0923

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$109,796.00
TOTAL: \$109,796.00

Fiscal Impact / Funding Source**Funding Line 1:**

100-215-2157-1160: General, Human Resources, Professional Services, \$109,796.00

Key Contract Terms	
Start Date: Effective upon BOC approval.	End Date: 12/31/2025
Cost Adjustment: Not applicable.	Renewal/Extension Terms: Two (2) one-year renewal options.

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?

Yes

Report Period Start: 12/16/2024
Report Period End: 3/15/2025



INTEROFFICE MEMORANDUM

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

FROM: Evaluation Committee Recommendation Letter

DATE: February 3, 2025

PROJECT: 24RFP1325481B-PS - Family and Medical (FMLA) Act Administrative Services

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-referenced project on behalf of the Human Resources.

Four (4) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. ComPysch Corporation
2. JA&E Veterans Support Center
3. Sedgwick Claims Management Services, Inc.
4. Total Administrative Services Corporation

After review of the technical proposal the following firms were short-listed:

1. ComPsych Corporation
2. Sedgwick Claims Management Services, Inc.
3. Total Administrative Services Corporation

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Sedgwick Claims Management Services, Inc. is the recommended vendor for the award of 24RFP1325481B-PS - Family and Medical (FMLA) Act Administrative Services with a final score of **84.67%**.

Evaluation Committee Recommendation Letter

Date: February 3, 2025

24RFP1325481B-PS - Family and Medical (FMLA) Act Administrative Services Page 2

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:

Lanna Hill

286CE9AE173B475...

Lanna Hill, HR Policy Advisor

Policy Management, Department of Human Resources Management

Signed by:

Stacey Jones

85428359E05C417

Stacey Jones, Deputy Chief Human Resources Officer

Fulton County Department of Human Resources Management

Signed by:

Kenneth Herman

Kenneth Herman

Kenneth Herman, Chief Human Resource Officer

Fulton County Department of Human Resources Management

Evaluation Committee Recommendation Letter

Date: February 3, 2025

24RFP1325481B-PS - Family and Medical (FMLA) Act Administrative Services Page 3

EVALUATION CRITERIA	WEIGHT	ComPsych	Sedgwick Claims Management Services, Inc	Total Administrative Services Corporation
Project Plan/Approach to Work	30%	25.00%	25.00%	22.50%
Qualification of Key Personnel	15%	12.50%	11.25%	10.00%
Relevant Project Experience/Past Performance	25%	22.92%	22.92%	22.92%
Availability of Key Personnel	15%	10.00%	12.50%	8.75%
Local Preference	5%	0.00%	5.00%	0.00%
Service-Disabled Veterans Preference	2%	0.00%	0.00%	0.00%
Cost Proposal	8%	8.00%	8.00%	8.00%
TOTAL SCORE:	100.00%	78.42%	84.67%	72.17%

Performance Evaluation Details

ID	E11
Project	Family and Medical Leave (FMLA) Act Administrative Services
Project Number	20RFP0810B-EC
Supplier	Sedgwick Claims Management Services, Inc.
Supplier Project Contact	Valerie Clemons (preferred language: English)
Performance Program	Professional Services
Evaluation Period	12/16/2024 to 03/15/2025
Effective Date	03/17/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	03/17/2025 11:25 AM EDT
Completion Date	03/17/2025 11:25 AM EDT
Evaluation Score	85

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

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Not Specified

SCHEDULE

17/20

Rating

Excellent: Delivered ahead of original completion date with some effort by Consultant to meet or exceed project milestone dates, or on original schedule with increased scope. At times, proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

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

Not Specified

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0260

Meeting Date: 4/2/2025

Department

Information Technology

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

Request approval to extend an existing contract - Information Technology, 20RFP894152K-BKJ, Office 365 Implementation Services, with B2B Technologies, LLC (Atlanta, GA) at no additional cost to address additional technical support needs arising from the upgrade of the County's IT infrastructure associated with the Office 365 implementation for an additional 12-month period. Time Extension only. 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 This request is to extend the existing contract to provide the Department of Information Technology with additional technical support and consulting services to complete the implementation of Office 365 countywide.

Scope of Work: The scope of work to enhance our IT capabilities includes the following support services:

1. **Shoulder-to-Shoulder Training and Issue Resolution:** Provide dedicated support hours to work alongside B2B and FCIT staff. This will be particularly beneficial for recent staff additions, who can gain hands-on experience in resolving technical issues with B2B.
2. **Sustainable Support Strategy for SharePoint Online and Teams:** Offer expert guidance to ensure a successful rollout of SharePoint and Teams. This strategy will enhance our ability to deploy these platforms effectively.
3. **Management and Rollout Strategy for Office 365 Add-on Applications:** Develop a plan to roll out enhanced Microsoft applications, including Power BI. This will streamline our adoption of these tools and maximize their potential.
4. **Endpoint Services:** Address the need for co-management and complete migration to Microsoft Intune. This service will ensure seamless device management across our organization.
5. **Service Desk Consulting Services:** Assist with role assignments, troubleshooting Intune, and training Service Desk personnel. This will improve our internal support capabilities and efficiency.
6. **Security Consulting Services:** Enhance cloud security by focusing on Identity and Access Administration, Data Loss Prevention Administration, and Security Configuration for Microsoft 365. These services will bolster our security posture and protect sensitive data.
7. **Infrastructure Consulting Services:** Address several outstanding infrastructure tasks, including:
 - Exchange Public Folder Migration
 - Decommissioning of Exchange 2007 and Exchange 2013
 - Decommissioning of AirWatch and Enterprise Vault
 - Exchange 2019 Management Server setup
 - eDiscovery Self-Service Configuration and Training

These services will help us modernize our infrastructure and ensure a smooth transition to more efficient systems.

Upon completing these tasks, the County will be able to fully leverage the advantages of cloud-based email, cloud-based data access, enhanced cloud security, and improved SharePoint/Teams integration. This will enable the County to optimize its communication, data management, and collaboration capabilities while ensuring robust security measures are in place.

Community Impact: The proposed contract will have a countywide impact, benefiting all departments through the successful completion of tasks related to the Office 365 project. Key advantages include:

- **Substantial Savings:** Decommissioning AirWatch and Enterprise Vault will lead to cost reductions.
- **Improved Open Records Requests:** Full implementation of self-service for open records requests will enhance efficiency and accessibility.
- **Enhanced IT Infrastructure:**
 - **Endpoints and Mobile Devices:** Regular software updates for endpoints and an improved mobile device experience through Intune.
 - **Collaboration Tools:** A more robust rollout of Microsoft Teams and SharePoint Online.
 - **Cost-Effective Storage:** Reduced storage costs as data is migrated to the cloud.

In summary, the extended contract will result in reduced annual expenses, more accessible data, and the delivery of the latest application software, ultimately enhancing operational efficiency and cost-effectiveness across the county.

Department Recommendation: FCIT recommends approval of the extension of the B2B contract for Office 365 implementation services.

Project Implications: The project will lead to reduced annual expenditures for on-premises data storage, mobile device management (including cell phones), and email archiving. The County's Microsoft 365 licenses provide cloud data storage, mobile device management capabilities, and email archiving solutions.

Community Issues/Concerns: None

Department Issues/Concerns: None

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	21-0020	1/6/2021	\$1,360,557.00
Extension No. 1	24-0239	4/10/2024	\$424,270.00
Extension No. 2			\$0.00
Total Revised Amount			\$1,784,827.00

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

Contract Value: \$Extension
Prime Vendor: B2B Technologies, LLC
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$Extension or 0.00%

Total Contract Value: \$Extension or 0.00%
Total Certified Value: \$-0-

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

Exhibit 1: Extension No.2 Agreement to Form of Contract
Exhibit 2: Performance Evaluation
Exhibit 3: Scope of Work

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

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,360,557.00

Previous Adjustments: \$424,270.00

This Request: \$0.00

Fiscal Impact / Funding Source**Funding Line 1:**

100-220-2205-1113: General Fund, IT, Software

Key Contract Terms	
Start Date: 4/10/2025	End Date: 4/10/2026
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 100**Would you select/recommend this vendor again?**

Yes

Report Period Start:
10/1/2024**Report Period End:**
12/31/2024

EXTENSION NO. 2 TO FORM OF CONTRACT

Contractor: B2B Technologies, LLC
Contract No. 20RFP894152K-BKJ-EX1
Address: 5607 Glenridge DR
City, State Atlanta, GA 30342
Telephone: (404) 271-4791
E-mail: ffuerst@b2btech.com
Contact: Frank Fuerst
CEO

W I T N E S S E T H

WHEREAS, Fulton County entered into a Contract with B2B Technologies, LLC to provide planning and implementation services of Microsoft Office 365, Azure, Exchange Online and Teams, dated May 4th, 2021, on behalf of the Department of Information Technology.

WHEREAS, the County wishes to extend the existing contract for an additional 12 month period, to provide the Department of Information Technology with additional technical support and consulting services to complete the implementation of Office 365 countywide; and

WHEREAS, the Department of Information Technology is requesting extended support for the Office 365 Migration to include decommissioning legacy systems, consulting services and advanced tiered support;

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

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

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

This Extension No. 1 to Form of Contract is effective as of the 10th day of April 2024, between the County and B2B, Technologies, LLC, who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional 12 month period.

1. **SCOPE OF WORK:** The scope of work will include numerous areas of technical need:

- Support hours to provide shoulder to shoulder training and issue resolution with B2B and FCIT staff. Recent staff additions would benefit from working with B2B resolving technical issues.
- Sustainable Support Strategy for SharePoint Online and Teams provides the expertise required for an enhanced rollout of SharePoint and Teams.
- Management and Rollout Strategy for Office 365 Add-on Applications would support the rollout of enhanced Microsoft application including Power BI.
- EndPoint services to address the requirement for co-management and full migration to Microsoft Intune.
- Service Desk consulting services to aid with the assignment of roles troubleshooting Intune, and training of Service Desk.
- Security consulting services to address advanced cloud security including; Identity and Access Administration, Data Loss Prevention Administration, and Security Configuration for Microsoft 365.
- Infrastructure consulting services to address several outstanding tasks including Exchange Public Folder Migration, Decommissioning of Exchange 2007 and Exchange 2013, AirWatch and Enterprise Vault Decommissioning, Exchange 2019 Management Server, and eDiscovery Self-Service Configuration and Training.

The completion of these tasks the County can fully realize the benefits of cloud-based email, cloud-based data access, enhanced cloud security, and an enhanced SharePoint/Teams presentation.

2. **COMPENSATION:** The services herein shall be performed by Consultant in an amount not to exceed \$424,270.00 (Four Hundred Twenty-Four Thousand Two Hundred Seventy Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF EXTENSION NO.1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

B2B TECHNOLOGIES, LLC

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

Kevin Kerrigan,
Chief Information Officer
Department of Information Technology

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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Performance Evaluation Details

ID	E1
Project	Office 365 Implementation Service
Project Number	20RFP894152K-BKJ
Supplier	B2B Technologies
Supplier Project Contact	Tonya Smith (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	03/19/2025
Evaluation Type	Formal
Interview Date	02/07/2025
Expectations Meeting Date	02/07/2025
Status	Completed
Publication Date	03/19/2025 10:31 AM EDT
Completion Date	03/19/2025 10:31 AM EDT
Evaluation Score	100

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

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

B2B has provided excellent project management. Shane Severy from BlueAlly has provided timely and detailed project management.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

B2B has shown skilled and flexible scheduling. County resource constraints have been proactively addressed in project scheduling.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

B2B has followed all FCIT guidelines regarding change request submission, communications, and delivery of error-free services.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

B2B has scheduled additional status meetings (at no further cost) to provide management with concise status overview.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

B2B has provided documentation and status meetings with notes to support billing and compliance.

GENERAL COMMENTS

Comments

B2B is one the best vendors I have encountered in my 23 years of project management at Fulton County.



Proposal for O365 Extended Contractual Support

Prepared for

Fulton County Government

Presented
9/16/2023

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EXECUTIVE SUMMARY

Over the past two years, B2B Technologies has been working with the Fulton County Government to migrate legacy Microsoft systems to Microsoft 365. Following the successful completion of the project, Fulton County Information Technology (FCIT) submitted a request for extended support. We provided a response to that request for consideration. FCIT has provided feedback to allow us to right size the proposed services. The purpose of this proposal is to address the needs identified through this process.

We have organized this document to align with the FCIT Divisions. The document consists of the following main sections:

- Endpoints Division
- Service Desk
- Systems Division
- Web Team
- Security Consulting
- Systems Engineering Consulting
- Pricing and Assumptions

B2B is looking forward to our continued partnership with Fulton County. We appreciate the opportunity to submit this proposal. If you have any questions, please contact one of the following:

Frank Fuerst
ffuerst@b2btech.com
(404) 271-4791

Tonya Smith
tsmith@b2btech.com
(770) 630-7200

ENDPOINTS DIVISION

In keeping with FCIT's most recent request, we are proposing the following services for the Endpoints Division:

- Tier 3 Support
- County Device Co-Management Consulting Services

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Endpoints Division. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support

Ad hoc support may be requested by directly contacting one of the following people at B2B:

- Practice Manager for the area responsible for supporting the application/system associated with the issue.
- Account Executive for Fulton County

Contact may be made via email or phone. All requests will contain:

- FCIT Contact name, email address and direct phone number
- Description of the issue and history of resolution attempts
- OPTIONAL: End-user name, email address and direct phone number (if applicable)

Alternatively, FCIT may assign (escalation) work orders to a centralized B2B account which will forward an email to an assigned B2B resource.

Office hours

Office hours are open support sessions where users can join a call and request assistance with issues or simply ask questions about the best way to perform a task. One or more senior consultants from B2B are on these calls to answer questions and/or remediate issues.

FCIT may utilize support hours for "Office Hours" as desired. We will work with you to define the schedule for Office Hours. It is the responsibility of FCIT to communicate Office Hours schedules to users.

Tracking/Reporting

B2B will assign a resource to provide a Consumption Report at the beginning of each month noting the number of hours expended in the previous month. The report will show:

- The number of hours consumed during the month broken down by department.
- The number of hours consumed broken down by department from the beginning of the contract to the present.

- The total number of hours consumed.
- The number of remaining hours.

B2B's consultants will track utilization at a detail level in the event additional information is required. Details will be entered into B2B's time tracking system.

County Device Co-Management Consulting

Fulton County and B2B have successfully implemented co-management with Configuration Manager and Intune. In our prior collaboration, B2B provided valuable assistance to Fulton County in the co-management of a select group of "pilot" devices, sourced from the IT Department. Documentation and streamlined processes were furnished to guide the addition of further devices for co-management, which Fulton County has been diligently adhering to as the need arises.

Currently, Fulton County aims to expedite the co-management process for additional devices and seeks further consulting services pertaining to application deployment, device compliance and security, process refinement, and ongoing support.

SERVICE DESK

In keeping with FCIT's most recent request, we are proposing the following services for the Service Desk Division:

- Tier 3 Support
- Intune Dashboard Consulting Services

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Service Desk. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support, Office Hours and Tracking/Reporting were described above in the Endpoints Division section. These processes/procedures prevail for all divisions.

Service Desk - Consulting

In our consultations with Fulton County, a significant portion of the Service Desk consulting focus revolves around the Mobile Device Management (MDM) area of Intune. In addition to the support currently provided for mobile device enrollment and management, B2B is proposing the implementation of further training for the support desk, with a particular emphasis on Mobile Devices. The recommended training encompasses, but is not limited to, the following areas:

- General Use of Intune with Mobile Devices: Comprehensive instruction on leveraging Intune's functionalities and features for optimal mobile device management.
- Troubleshooting Common Issues during Enrollment: Equipping the support desk with troubleshooting skills to address typical challenges encountered during device enrollment. This includes troubleshooting application deployment, configuration policy issues, and compliance report auditing.
- Dashboard and Reporting for Enrollment Issues: Training on effectively utilizing Intune's dashboard and reporting capabilities to identify and address enrollment-related issues efficiently.

By imparting this specialized training to the support desk, Fulton County can enhance its overall mobile device management capabilities, ensuring smoother operations and improved end-user experiences.

SYSTEMS DIVISION

In keeping with FCIT's most recent request, we are proposing the following services for the Systems Division:

- Tier 3 Support
- Exchange Public Folder Migration
- Decommission Legacy Exchange
- Decommission Airwatch
- Decommission Enterprise Vault
- eDiscovery Self-Service Configuration and Training

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Systems Division. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support, Office Hours and Tracking/Reporting were described above in the Endpoints Division section. These processes/procedures prevail for all divisions.

Exchange Public Folder Migration

Fulton County currently has a large number of Public Folders in the Exchange 2013 on-premises staging environment. Exchange 2013 was at end-of-life as of April 11, 2023. There is no support available, and no security patching being provided for this system. While public folders will continue to work in the current environment, upgrading to Exchange 2016 or higher may require additional processes to allow them to continue to work properly.

B2B recommends converting Public Folders to modern systems within Microsoft 365. As discussed with the team previously, we will analyze Public Folders with each user department/area and determine the best replacement. These destinations can be:

- Resource Mailboxes such as Room or Equipment
- Shared Mailboxes
- Microsoft 365 Groups
- SharePoint Site Collection
- Teams

Once the destination is determined for each PF, we will move the data and/or functionality and provide user training.

Decommissioning of Exchange 2007

Given the architecture of legacy Exchange, it is imperative to undertake a proper decommissioning process from the domain to preempt any potential issues with integrated systems, including Active Directory. We acknowledge the progress made thus far, as mentioned during our recent discussion, wherein Fulton County confirmed the removal of the last Exchange 2007 server.

In the event of further assistance required for this critical task, B2B is well-prepared to scope and execute a small project to ensure seamless and efficient decommissioning. Our team of experts possesses the necessary knowledge and expertise to carry out this essential work, safeguarding the integrity and functionality of your integrated systems.

Decommissioning of Exchange 2013

As of the present, Exchange 2013 has reached its end-of-life status. Within the organization, three departments are presently utilizing this environment. Regarding the migration strategy, the decision has been made not to migrate Registration and Elections due to licensing constraints. Concurrently, the Board of Health is either in the process of self-migrating to a distinct email system/Microsoft 365 Tenant or may potentially be migrated as part of a separate initiative outlined elsewhere in this proposal.

In parallel, the CJIS teams are currently leveraging Exchange 2013 for their Zoom Rooms. Once the relocation of Public Folders and mail for these three departments is successfully accomplished, specific segments of the on-premises Exchange environment should be decommissioned, barring the exceptional case of retaining one hybrid server for attribute synchronization.

It is imperative that the hybrid endpoint is smoothly migrated to a supported platform, ensuring seamless operations and compatibility with future upgrades. By adhering to these steps, your organization can navigate the transition from Exchange 2013 effectively, mitigating potential risks and aligning with the latest supported technologies. Our team at B2B is fully equipped to provide comprehensive assistance throughout this migration process, ensuring a seamless and secure transition to a supported platform.

Given the architecture of legacy Exchange, it is imperative to undertake a proper decommissioning process from the domain to preempt any potential issues with integrated systems, including Active Directory.

AirWatch Decommissioning

Fulton County presently holds licenses for AirWatch/Workspace One, but these licenses are nearing their renewal period. Subsequently, the migration of devices from AirWatch/Workspace One to Intune will ensue, and the consequent decommissioning of the server, along with associated components such as Secure Mail Gateway, will follow suit. It is crucial to ensure the migration of all devices to Intune, as failure to do so will render the management of devices unfeasible. In order to circumvent any potential disruption, B2B strongly recommends enrolling/migrating all users to Intune before proceeding with the decommissioning of AirWatch/Workspace One and the removal of any dependent components.

B2B is proficient in facilitating server decommissioning and adeptly identifying components that warrant attention before the decommissioning process takes place.

Enterprise Vault Decommissioning

After the completion of the previous migration initiative, a considerable number of vaulted mailboxes were successfully migrated to Exchange Online, either to the respective user's mailbox or to a shared mailbox, depending on the Active Directory account status. However, certain departments within Fulton County, such as Registration and Elections and the Board of Health, were not included in the scope of the prior migration effort and thus continue to be housed in the Enterprise Vault. Below are statistics detailing the count of vaulted mailboxes that were migrated and those that remain on-premises (highlighted in red):

Status	Count	Pct Total
Completed	19128	73%
Failed - Invalid Vault Id	180	1%
Skipped - Older than 10yrs	2630	10%
Skipped - Dept not migrated	3895	15%
Skipped - User On-Premises	215	1%
Skipped - System Account	7	0%

Total Completed / Processed	26055	100%
Total Archives	26055	-
Remaining / In Progress	0	0%

B2B will collaborate with Fulton County to determine the conclusive status of the remaining archives, and subsequently, orchestrate their migration as per the County's requirements. Following the successful migration of the vaulted mailboxes, the decommissioning process for the Enterprise Vault servers can be initiated.

Exchange 2019 Management Server

Following the completion of the previous mailbox migration project, Fulton County retained Microsoft Exchange 2013 servers on-premises to accommodate the remaining user mailboxes and serve as the Hybrid Endpoint for mail-flow. As a result of utilizing hybrid identities, the presence of an on-premises Exchange Server is necessary to manage Active Directory attributes concerning Exchange/Email. However, it is imperative to note that Exchange 2013 reached its end of life in April 2023.

To address this situation, B2B is prepared to collaborate with Fulton County in migrating any lingering resources to a unified and consolidated Exchange 2019 server. Additionally, we will undertake the reconfiguration of the hybrid setup to direct cross-premises mail-flow and enable synchronization of Exchange-related attributes with Azure AD/Exchange Online through the Exchange 2019 servers. This approach ensures compliance with the latest software and facilitates a seamless and efficient exchange environment for Fulton County.

eDiscovery Self-Service Configuration and Training

Previously, the management of e-Discovery requests within Fulton County was solely undertaken by the IT Team, utilizing the on-premises infrastructure. However, with the adoption of Microsoft 365, there

is now an opportunity to expand access to the e-Discovery interface, enabling additional groups of users to avail themselves of self-service capabilities. It is essential to exercise prudence in granting such access, limiting it exclusively to users with a genuine need for these privileges.

B2B is well-prepared to oversee the configuration of appropriate roles that facilitate self-servicing of e-Discovery requests. Our team will diligently ensure that the access permissions are accurately tailored to meet specific user requirements. Furthermore, we are committed to providing comprehensive training to the designated team responsible for handling e-Discovery requests, empowering them to efficiently navigate the interface and execute these tasks proficiently.

By empowering select users with self-service capabilities and equipping them with the necessary training, Fulton County can streamline the e-Discovery process, reduce the workload on the IT Team, and promote a more efficient and responsive approach to handling legal requests within the organization.

WEB TEAM

In keeping with FCIT's most recent request, we are proposing the following services for the Web Team:

- Tier 3 Support
- Naming Convention Clean-up and Management

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Web Team. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support, Office Hours and Tracking/Reporting were described above in the Endpoints Division section. These processes/procedures prevail for all divisions.

Naming Convention Clean-up and Management

Microsoft Teams include special purpose SharePoint sites that may be accessed through Teams or directly through SharePoint Online. In order to better manage these Teams "sites" from within SharePoint, the Fulton County Web Team has requested assistance with enforcing a specific naming convention. This request consists of two parts:

- Retrofitting the naming convention to current Teams (i.e., sites); and
- Enforcing the naming convention for future Teams (i.e., sites).

Step one will be to implement a procedure and systems to enforce the naming convention for any new Teams. There are several ways to achieve this goal. Our recommendation (and pricing) is based on the following method:

- Limit the role(s) allowed to create new Microsoft Teams
- Create an online form to request creation of a team.
- Customize a workflow that forwards the request for approval.
- Automate the creation (and naming) of the team as a result of the approval.

In order to retrofit the naming convention, B2B will write a PowerShell script and run it against the SharePoint Online environment. The script will be run outside normal business hours as it will disable the each team for up to 15 minutes as the rename process is running. We will rely on FCIT to communicate the changes and provide support to end-users other than system errors.

SECURITY CONSULTING

FCIT has requested assistance with the various security workloads within Microsoft:

- Identity and Access Administration
- Data Loss Prevention Administration
- Security Configuration for Microsoft 365

B2B recommends our Microsoft Centric Security Program – Secure and Protect – to meet these needs. Secure and Protect is a tenant security hardening effort by B2B to improve the overall security posture of the Microsoft 365 and Azure Tenants. The following workloads are reviewed and hardened as part of this effort. A complete list of actions performed are outlined in Appendix B: Secure and Protect:

- Azure Active Directory
- Microsoft Purview (Compliance) and Security
- Defender for Cloud Apps
- Defender for Endpoints
- Exchange Online
- Intune (Mobile Application Policies for BYOD)
- OneDrive / SharePoint
- Teams

The initial review and security hardening protocol typically takes six to eight months for implementation. The Microsoft 365 Tenant Security monitoring effort will begin upon implementation of the first workload. As new workloads or functions are incorporated into Microsoft 365, we will incorporate them into the offering, always keeping your environment maximally protected. In addition, once the initial hardening effort is complete, we will begin the ongoing review cycle to ensure that your security posture continues to meet or exceed best practices over time. We will work with you to define the review schedule. An example review cycle is included here for demonstration purposes.

Quarter	Review
1	Data Loss Prevention Configuration/Settings
2	MDM/MFA Configuration and Policies
3	Purview Configuration and Policies
4	Defender for Cloud Apps Configuration and Policies

We will also provide monthly reports and will work with you to continually adjust the review process to ensure a maximal security posture across all Microsoft systems.

Secure and Protect Tasks

The following are an itemized tasks that are performed as part of the Secure and Protect effort. Additional items may be added depending on Microsoft Secure Score recommendations:

<i>Tasks / Effort</i>	<i>Platform</i>
<i>Review Azure AD Reporting</i>	Azure AD
<i>Turn on User Risk Policies</i>	Azure AD
<i>Turn on User Sign-in Policies</i>	Azure AD
<i>Restrict user consent to applications</i>	Azure AD
<i>Do not allow users to grant consent to unmanaged applications</i>	Azure AD
<i>Restrict logins by IP / Geo-Location</i>	Azure AD
<i>Enable self-service password reset</i>	Azure AD
<i>Enforce MFA for Admins</i>	Azure AD
<i>Set up Azure AD Break Glass Accounts</i>	Azure AD
<i>Implement Privileged Identity Management for Just-in-time access</i>	Azure AD
<i>Remove dormant accounts from sensitive groups</i>	Azure AD
<i>Use limited administrative roles</i>	Azure AD
<i>Implement Custom Banned Passwords List and Lockout thresholds</i>	Azure AD
<i>Secure Applications Access using Conditional Access Rules</i>	Azure AD
<i>Ensure all users can complete multi-factor authentication for secure access</i>	Azure AD
<i>Configure Named Locations to allow bypass of conditional access policies</i>	Azure AD
<i>Block Legacy Authentication</i>	Azure AD
<i>Configure General Anti-Spam Policies</i>	Compliance and Security
<i>Configure Safe Links and Safe Attachments Delivery</i>	Compliance and Security
<i>Configure DLP (Data Loss Prevention) Rules and notifications</i>	Compliance and Security
<i>Configure Retention Policies</i>	Compliance and Security
<i>Configure General Anti-Phishing Policies</i>	Compliance and Security
<i>Configure General Anti-Malware Policies</i>	Compliance and Security
<i>Create customized DLP policies for personal data</i>	Compliance and Security
<i>Create DLP Policies for Company Sensitive Information</i>	Compliance and Security
<i>Create DLP Policies for Personally Identifiable Information</i>	Compliance and Security
<i>Configure Sensitivity Labels</i>	Compliance and Security
<i>Apply sensitivity labels to protect sensitive or critical data</i>	Compliance and Security
<i>Configure Microsoft Information Protection Scanner for on-premises file classifications</i>	Compliance and Security
<i>Review Security Recommendations for Azure and remediate</i>	Compliance and Security
<i>Configure supported app connectors</i>	Defender for Cloud Apps
<i>Configure Conditional Access App Controls for apps for session control</i>	Defender for Cloud Apps
<i>Integrate Azure for Identities with Cloud App Security</i>	Defender for Cloud Apps
<i>Enable Azure AD Identity Protection Integration</i>	Defender for Cloud Apps

<i>Enable Defender for Identities Integration</i>	Defender for Cloud Apps
<i>Configure Sanctioned Apps to block access using Defender for Endpoints</i>	Defender for Cloud Apps
<i>Discover Risky and Non-Compliant Shadow IT Applications</i>	Defender for Cloud Apps
<i>Detect anomalous behavior</i>	Defender for Cloud Apps
<i>Set automated notifications for new and trending cloud applications in organization</i>	Defender for Cloud Apps
<i>Notify upon Detection of New OAuth Application</i>	Defender for Cloud Apps
<i>Create a Custom Activity Policy to Discover Suspicious Usage Patterns</i>	Defender for Cloud Apps
<i>Install Defender for Endpoints on Servers</i>	Defender for Endpoints
<i>Implement Outbound Spam Policy</i>	Exchange Online
<i>Implement DMARC for outbound mail</i>	Exchange Online
<i>Enable Client Rules Forwarding Block</i>	Exchange Online
<i>Set up Sender Policy Framework to prevent spoofing</i>	Exchange Online
<i>Implement BIMl with logo</i>	Exchange Online
<i>Configure Message Records Management Tags and Policies (for archiving)</i>	Exchange Online
<i>Allow Mailbox Delegation Only When Authorized</i>	Exchange Online
<i>Do Not Override FROM Address Enforcement</i>	Exchange Online
<i>Implement connection filter</i>	Exchange Online
<i>Manage Calendar Details Sharing</i>	Exchange Online
<i>Use S/MIME</i>	Exchange Online
<i>Configure MAM policies for App Protection and Selective Wipe for BYOD</i>	Intune
<i>Review and Configure OneDrive and SharePoint Sharing configuration</i>	OneDrive/SharePoint
<i>Review Security configuration for OneDrive and SharePoint</i>	OneDrive/SharePoint
<i>Enable versioning for document libraries</i>	OneDrive/SharePoint
<i>Configure External Sharing Links to Expire</i>	OneDrive/SharePoint
<i>Azure AD Password Protection on on-premises domain controller</i>	On-Premises
<i>Configure Microsoft Defender for Identities (formerly Azure ATP)</i>	On-Premises
<i>Review ADFS environment for security</i>	On-Premises
<i>Configure secondary Azure AD Connect server in staging</i>	On-Premises
<i>Configure which users are allowed to present in Teams meetings</i>	Teams
<i>Require lobbies to be set up for Teams meetings</i>	Teams
<i>Restrict anonymous users from joining meetings</i>	Teams
<i>Limit external participants from having control in a Teams meeting</i>	Teams
<i>Restrict anonymous users from joining Teams meetings</i>	Teams
<i>Restrict dial-in users from bypassing a meeting lobby</i>	Teams

SYSTEMS ENGINEERING CONSULTING

B2B collaborated with Fulton County to facilitate the migration of Exchange (Mail) and File Servers, encompassing user home drives and departmental shared folders, to the Microsoft 365 platform. Our dedicated team at B2B is well-versed in best practices and adept at troubleshooting, promptly addressing any reported or requested issues to ensure optimal performance.

Regarding Exchange, B2B assumes responsibility for email service support, including user account management, distribution groups, and resource mailboxes. We configure mail flow rules, administer security settings, and proactively monitor server health to swiftly address any email-related challenges.

Furthermore, in the context of SharePoint, B2B offers assistance in managing site collections, libraries, and lists. Our team is proficient in assigning permissions to users and groups, ensuring controlled access to sensitive documents while strictly adhering to governance policies to safeguard data integrity. We skillfully customize SharePoint settings, encompassing versioning, content types, and search options, to promote collaboration and knowledge sharing across the organization. Continual monitoring of SharePoint's performance and usage metrics empowers us to identify opportunities for enhancement and cater to the evolving needs of users with utmost efficiency.

PRICING AND ASSUMPTIONS

Support Hours

In keeping with FCIT's request, B2B is proposing a pre-paid support contract at a discounted rate to be used for ad hoc support needs. The following applies to the Support Hours proposed for each division.

- 1.1. Support Options: Prepaid
 - Client purchases a prepaid block of hours at a discounted rate
 - Hours can be used as needed
 - When contacted, B2B Technologies will schedule a time, based on customer needs and B2B availability, to work on the specific issue and/or project.
- 1.2. Support work hours
 - Support provided during normal working hours, M-F, 8:30 to 5:30pm
 - Technicians will record time in no less than 15-minute increments
 - Onsite support will be a minimum of 4 hours.
- 1.3. Schedule: Support services to begin upon contract execution. The first Consumption Report will be provided on or about the first of the following month and each month thereafter.

Pricing Options/Overview

Tier 3 Support is pre-paid. For other requests, B2B is providing a Fixed Cost quote. This quote is valid for 12 months or through the end of this agreement, whichever comes first.

Endpoints Division

Description	Cost
Tier 3 support (100 hours)	\$18,500
County Device Co-Management Consulting	\$18,655
TOTAL	\$37,155

Service Desk

Description	Cost
Tier 3 support (100 hours)	\$18,500
Service Desk Consulting (Intune, Dashboard)	\$7,755
TOTAL	\$26,255

Systems Division

Description	Cost
Tier 3 support (100 hours)	\$18,500
Exchange Public Folder Migration	\$16,810
Decommission Legacy Exchange	\$19,475
Decommission Airwatch	\$8,710
Decommission Enterprise Vault	\$54,305
eDiscovery Self-Service Configuration and Training	\$6,010
TOTAL	\$123,810

Web Team

Description	Cost
Tier 3 support (100 hours)	\$18,500
Naming Convention Clean-up and Mangement	\$6,150
TOTAL	\$24,650

Security Consulting

B2B recommends Secure and Protect to meet these requirements. Pricing is based on an annual commitment (invoiced monthly) with a discount for a three-year commitment.

Duration	Monthly	Annual
One-Year Commitment	\$6,000	\$72,000

Systems Engineering - Consulting

Actual costs will be determined by the actual number of hours worked. We are basing our costs on 20 hours per week. We will report on actual hours a minimum of monthly. We will work with you to address requirements that could potentially result in overages in advance.

Duration	Hrly Rate	Monthly	Total
One-Year Commitment/20 hours per week	\$130	\$11,700	\$140,400

Summation of Pricing

	Cost
Endpoints Division	\$37,155
Service Desk	\$26,255
Systems Division	\$123,810
Web Team	\$24,650
Security Consulting	\$72,000
Systems Engineering Consulting	\$140,400
TOTAL	\$424,270

Assumptions

General Assumptions:

- All Work will be performed remotely.
- All software is licensed and current by the County.

Client Responsibilities:

- Client will provide a single point of contact to coordinate access to systems and personnel as required to successfully complete the project in a timely manner.
- Client will provide administrator level access to any systems required to complete the project. Access will be granted at the time of or prior to the kick-off meeting. Specific permissions include but may not be limited to:
 - Configuration Manager: Full Administrator
 - Active Directory Domain: Domain Administrator
 - Azure Tenant: Owner
 - Microsoft 365 Tenant: Global Administrator
- Client will be responsible for coordinating the appropriate personnel for meetings.
- Client will be responsible for licensing all software required.

Out of Scope:

- Any task or deliverable not included or agreed upon in this statement of work



**EXTENSION #1
FORM TO CONTRACT**

#20RFP894152K-BKJ

**OFFICE 365 IMPLEMENTATION
SERVICE**

DEPARTMENT OF INFORMATION TECHNOLOGY

EXTENSION NO. 1 TO FORM OF CONTRACT

Contractor: B2B Technologies, LLC

Contract No. #20RFP894152K-BKJ; Office 356 Implementation Service

Address: 5607 Glenridge Drive, Suite 490
City, State Atlanta, Georgia 30342

Telephone: (404) 271-4791

E-mail: ffuerst@b2btech.com

Contact: Frank P. Fuerst, Vice President
Microsoft Sales and Operations

W I T N E S S E T H

WHEREAS, Fulton County entered into a Contract with B2B Technologies, LLC to provide/perform planning and implementation services of Microsoft Office 365, Azure, Exchange Online and Teams, dated May 4th, 2021, on behalf of the Department of Information Technology.

WHEREAS, the County wishes to extend the existing contract for an additional 12 month period, to provide the Department of Information Technology with additional technical support and consulting services to complete the implementation of Office 365 countywide; and

WHEREAS, Department of Information Technology is requesting extended support for the Office 365 Migration to include decommissioning legacy systems, consulting services and advanced tiered support;

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

WHEREAS, this Extension was approved by the Fulton County Board of Commissioners on **Wednesday, April 10th, 2024; Item #24-0239**.

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

This Extension No. 1 to Form of Contract is effective as of the 10th day of April 2024, between the County and B2B Technologies, LLC, who agree that all Services specified will be performed by in accordance with this Extension No. 1 to Form of Contract and the Contract Documents for an additional 12-month period.

1. **SCOPE OF WORK:** The scope of work will include numerous areas of technical need:

- Support hours to provide shoulder to shoulder training and issue resolution with B2B and FCIT staff. Recent staff additions would benefit from working with B2B resolving technical issues.
- Sustainable Support Strategy for SharePoint Online and Teams provides the expertise required for an enhanced rollout of SharePoint and Teams.
- Management and Rollout Strategy for Office 365 Add-on Applications would support the rollout of enhanced Microsoft application including Power BI.
- EndPoint services to address the requirement for co-management and full migration to Microsoft Intune.
- Service Desk consulting services to aid with the assignment of roles troubleshooting Intune, and training of Service Desk.
- Security consulting services to address advanced cloud security including; Identity and Access Administration, Data Loss Prevention Administration, and Security Configuration for Microsoft 365.
- Infrastructure consulting services to address several outstanding tasks including Exchange Public Folder Migration, Decommissioning of Exchange 2007 and Exchange 2013, AirWatch and Enterprise Vault Decommissioning, Exchange 2019 Management Server, and eDiscovery Self-Service Configuration and Training.

The completion of these tasks the County can fully realize the benefits of cloud-based email, cloud-based data access, enhanced cloud security, and an enhanced SharePoint/Teams presentation.

2. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$424,270.00 (Four Hundred Twenty-Four Thousand Two Hundred Seventy Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Extension No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Consultant.
4. **EFFECT OF EXTENSION NO.1 TO FORM OF CONTRACT:** Except as modified by this Extension No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

CONSULTANT:

FULTON COUNTY, GEORGIA

B2B TECHNOLOGIES, LLC

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Frank P. Fuerst

Frank P. Fuerst, Vice President,
Microsoft Sales and Operations

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix Corporate Seal)

APPROVED AS TO FORM:

Frank P Fuerst

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Kerin Kerrigan

Kerin Kerrigan,
Chief Information Officer
Department of Information Technology

ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 24-0239 RM: 4/10/2024
REGULAR MEETING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironwood, a Marsh & McLennan Agency, LLC Co 4401 Northside Parkway NW Suite 800 Atlanta GA 30327	CONTACT NAME: Hunter Schrader PHONE (A/C, No, Ext): (404) 503-9106 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: hschrader@ironwoodins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER D: Varies by State - See Attached</td> <td></td> </tr> <tr> <td>INSURER E: Indian Harbor Insurance Co</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Co	29424	INSURER D: Varies by State - See Attached		INSURER E: Indian Harbor Insurance Co	36940	INSURER F:	
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INSURER E: Indian Harbor Insurance Co	36940														
INSURER F:															
INSURED BlueAlly Technology Solutions, LLC; Strata Consulting, LLC 1225 Crescent Green #115 Cary NC 27518															

COVERAGES**CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	20UUNEF9970	12/30/2023	12/30/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EE Benefits Agg.	\$ 2,000,000
B	AUTOMOBILE LIABILITY	Y	Y	20UENEH8487	12/30/2023	12/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	20RHUEG0255	12/30/2023	12/30/2024	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A	20WBAH9L9E	12/30/2023	12/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Technology Errors & Omissions			MTP904245403	12/30/2023	12/30/2024	Limit	\$5,000,000
							Retention	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fulton County Government is additional insured on the General Liability, Automobile Liability, and Umbrella Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract.

Waiver of Subrogation is in place in favor of Fulton County Government for General Liability, Automobile Liability, and Umbrella Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government Attn: Purchasing Department
 130 Peachtree St. SW
 Suite 1168
 Atlanta GA 30303-3459

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Ironwood, a Marsh & McLennan Agency, LLC Co		NAMED INSURED BlueAlly Technology Solutions, LLC; Strata Consulting, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Workers Compensation Carriers by State:

Twin City Fire Insurance Co. - AL, AR, AZ, CT, DC, DE, FL, ID, KY, MA, MI, NE, NJ, NV, NY, OH, OR, SD, TN, TX, WA, WI, WV
Nutmeg Insurance Co. - GA, SC
Sentinel Insurance Co. - CA, IA, OK
Hartford Insurance Co. of the Southeast - IL, KS, MD, NC
Hartford Casualty Insurance Co. - MO
Hartford Insurance Co. of Illinois - PA
Hartford Underwriters Insurance Co. - HI, VA
Property & Casualty Insurance Co. of Hartford – CO

Additional Named Insureds:
BlueAlly HoldCo, LLC
BlueAlly Technology Solutions, LLC
BlueAlly NetCraftsmen, LLC
N2grate Government Technology Solutions, LLC
Chesapeake Netcraftsmen, LLC
Strata Consulting, LLC
NetCraftsmen BTS HoldCo, LLC
B2B Technologies, LLC



Proposal for O365 Extended Contractual Support

Prepared for

Fulton County Government

Presented
9/16/2023

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EXECUTIVE SUMMARY

Over the past two years, B2B Technologies has been working with the Fulton County Government to migrate legacy Microsoft systems to Microsoft 365. Following the successful completion of the project, Fulton County Information Technology (FCIT) submitted a request for extended support. We provided a response to that request for consideration. FCIT has provided feedback to allow us to right size the proposed services. The purpose of this proposal is to address the needs identified through this process.

We have organized this document to align with the FCIT Divisions. The document consists of the following main sections:

- Endpoints Division
- Service Desk
- Systems Division
- Web Team
- Security Consulting
- Systems Engineering Consulting
- Pricing and Assumptions

B2B is looking forward to our continued partnership with Fulton County. We appreciate the opportunity to submit this proposal. If you have any questions, please contact one of the following:

Frank Fuerst
ffuerst@b2btech.com
(404) 271-4791

Tonya Smith
tsmith@b2btech.com
(770) 630-7200

ENDPOINTS DIVISION

In keeping with FCIT's most recent request, we are proposing the following services for the Endpoints Division:

- Tier 3 Support
- County Device Co-Management Consulting Services

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Endpoints Division. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support

Ad hoc support may be requested by directly contacting one of the following people at B2B:

- Practice Manager for the area responsible for supporting the application/system associated with the issue.
- Account Executive for Fulton County

Contact may be made via email or phone. All requests will contain:

- FCIT Contact name, email address and direct phone number
- Description of the issue and history of resolution attempts
- OPTIONAL: End-user name, email address and direct phone number (if applicable)

Alternatively, FCIT may assign (escalation) work orders to a centralized B2B account which will forward an email to an assigned B2B resource.

Office hours

Office hours are open support sessions where users can join a call and request assistance with issues or simply ask questions about the best way to perform a task. One or more senior consultants from B2B are on these calls to answer questions and/or remediate issues.

FCIT may utilize support hours for "Office Hours" as desired. We will work with you to define the schedule for Office Hours. It is the responsibility of FCIT to communicate Office Hours schedules to users.

Tracking/Reporting

B2B will assign a resource to provide a Consumption Report at the beginning of each month noting the number of hours expended in the previous month. The report will show:

- The number of hours consumed during the month broken down by department.
- The number of hours consumed broken down by department from the beginning of the contract to the present.

- The total number of hours consumed.
- The number of remaining hours.

B2B's consultants will track utilization at a detail level in the event additional information is required. Details will be entered into B2B's time tracking system.

County Device Co-Management Consulting

Fulton County and B2B have successfully implemented co-management with Configuration Manager and Intune. In our prior collaboration, B2B provided valuable assistance to Fulton County in the co-management of a select group of "pilot" devices, sourced from the IT Department. Documentation and streamlined processes were furnished to guide the addition of further devices for co-management, which Fulton County has been diligently adhering to as the need arises.

Currently, Fulton County aims to expedite the co-management process for additional devices and seeks further consulting services pertaining to application deployment, device compliance and security, process refinement, and ongoing support.

SERVICE DESK

In keeping with FCIT's most recent request, we are proposing the following services for the Service Desk Division:

- Tier 3 Support
- Intune Dashboard Consulting Services

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Service Desk. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support, Office Hours and Tracking/Reporting were described above in the Endpoints Division section. These processes/procedures prevail for all divisions.

Service Desk - Consulting

In our consultations with Fulton County, a significant portion of the Service Desk consulting focus revolves around the Mobile Device Management (MDM) area of Intune. In addition to the support currently provided for mobile device enrollment and management, B2B is proposing the implementation of further training for the support desk, with a particular emphasis on Mobile Devices. The recommended training encompasses, but is not limited to, the following areas:

- General Use of Intune with Mobile Devices: Comprehensive instruction on leveraging Intune's functionalities and features for optimal mobile device management.
- Troubleshooting Common Issues during Enrollment: Equipping the support desk with troubleshooting skills to address typical challenges encountered during device enrollment. This includes troubleshooting application deployment, configuration policy issues, and compliance report auditing.
- Dashboard and Reporting for Enrollment Issues: Training on effectively utilizing Intune's dashboard and reporting capabilities to identify and address enrollment-related issues efficiently.

By imparting this specialized training to the support desk, Fulton County can enhance its overall mobile device management capabilities, ensuring smoother operations and improved end-user experiences.

SYSTEMS DIVISION

In keeping with FCIT's most recent request, we are proposing the following services for the Systems Division:

- Tier 3 Support
- Exchange Public Folder Migration
- Decommission Legacy Exchange
- Decommission Airwatch
- Decommission Enterprise Vault
- eDiscovery Self-Service Configuration and Training

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Systems Division. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support, Office Hours and Tracking/Reporting were described above in the Endpoints Division section. These processes/procedures prevail for all divisions.

Exchange Public Folder Migration

Fulton County currently has a large number of Public Folders in the Exchange 2013 on-premises staging environment. Exchange 2013 was at end-of-life as of April 11, 2023. There is no support available, and no security patching being provided for this system. While public folders will continue to work in the current environment, upgrading to Exchange 2016 or higher may require additional processes to allow them to continue to work properly.

B2B recommends converting Public Folders to modern systems within Microsoft 365. As discussed with the team previously, we will analyze Public Folders with each user department/area and determine the best replacement. These destinations can be:

- Resource Mailboxes such as Room or Equipment
- Shared Mailboxes
- Microsoft 365 Groups
- SharePoint Site Collection
- Teams

Once the destination is determined for each PF, we will move the data and/or functionality and provide user training.

Decommissioning of Exchange 2007

Given the architecture of legacy Exchange, it is imperative to undertake a proper decommissioning process from the domain to preempt any potential issues with integrated systems, including Active Directory. We acknowledge the progress made thus far, as mentioned during our recent discussion, wherein Fulton County confirmed the removal of the last Exchange 2007 server.

In the event of further assistance required for this critical task, B2B is well-prepared to scope and execute a small project to ensure seamless and efficient decommissioning. Our team of experts possesses the necessary knowledge and expertise to carry out this essential work, safeguarding the integrity and functionality of your integrated systems.

Decommissioning of Exchange 2013

As of the present, Exchange 2013 has reached its end-of-life status. Within the organization, three departments are presently utilizing this environment. Regarding the migration strategy, the decision has been made not to migrate Registration and Elections due to licensing constraints. Concurrently, the Board of Health is either in the process of self-migrating to a distinct email system/Microsoft 365 Tenant or may potentially be migrated as part of a separate initiative outlined elsewhere in this proposal.

In parallel, the CJIS teams are currently leveraging Exchange 2013 for their Zoom Rooms. Once the relocation of Public Folders and mail for these three departments is successfully accomplished, specific segments of the on-premises Exchange environment should be decommissioned, barring the exceptional case of retaining one hybrid server for attribute synchronization.

It is imperative that the hybrid endpoint is smoothly migrated to a supported platform, ensuring seamless operations and compatibility with future upgrades. By adhering to these steps, your organization can navigate the transition from Exchange 2013 effectively, mitigating potential risks and aligning with the latest supported technologies. Our team at B2B is fully equipped to provide comprehensive assistance throughout this migration process, ensuring a seamless and secure transition to a supported platform.

Given the architecture of legacy Exchange, it is imperative to undertake a proper decommissioning process from the domain to preempt any potential issues with integrated systems, including Active Directory.

AirWatch Decommissioning

Fulton County presently holds licenses for AirWatch/Workspace One, but these licenses are nearing their renewal period. Subsequently, the migration of devices from AirWatch/Workspace One to Intune will ensue, and the consequent decommissioning of the server, along with associated components such as Secure Mail Gateway, will follow suit. It is crucial to ensure the migration of all devices to Intune, as failure to do so will render the management of devices unfeasible. In order to circumvent any potential disruption, B2B strongly recommends enrolling/migrating all users to Intune before proceeding with the decommissioning of AirWatch/Workspace One and the removal of any dependent components.

B2B is proficient in facilitating server decommissioning and adeptly identifying components that warrant attention before the decommissioning process takes place.

Enterprise Vault Decommissioning

After the completion of the previous migration initiative, a considerable number of vaulted mailboxes were successfully migrated to Exchange Online, either to the respective user's mailbox or to a shared mailbox, depending on the Active Directory account status. However, certain departments within Fulton County, such as Registration and Elections and the Board of Health, were not included in the scope of the prior migration effort and thus continue to be housed in the Enterprise Vault. Below are statistics detailing the count of vaulted mailboxes that were migrated and those that remain on-premises (highlighted in red):

Status	Count	Pct Total
Completed	19128	73%
Failed - Invalid Vault Id	180	1%
Skipped - Older than 10yrs	2630	10%
Skipped - Dept not migrated	3895	15%
Skipped - User On-Premises	215	1%
Skipped - System Account	7	0%
Total Completed / Processed	26055	100%
Total Archives	26055	-
Remaining / In Progress	0	0%

B2B will collaborate with Fulton County to determine the conclusive status of the remaining archives, and subsequently, orchestrate their migration as per the County's requirements. Following the successful migration of the vaulted mailboxes, the decommissioning process for the Enterprise Vault servers can be initiated.

Exchange 2019 Management Server

Following the completion of the previous mailbox migration project, Fulton County retained Microsoft Exchange 2013 servers on-premises to accommodate the remaining user mailboxes and serve as the Hybrid Endpoint for mail-flow. As a result of utilizing hybrid identities, the presence of an on-premises Exchange Server is necessary to manage Active Directory attributes concerning Exchange/Email. However, it is imperative to note that Exchange 2013 reached its end of life in April 2023.

To address this situation, B2B is prepared to collaborate with Fulton County in migrating any lingering resources to a unified and consolidated Exchange 2019 server. Additionally, we will undertake the reconfiguration of the hybrid setup to direct cross-premises mail-flow and enable synchronization of Exchange-related attributes with Azure AD/Exchange Online through the Exchange 2019 servers. This approach ensures compliance with the latest software and facilitates a seamless and efficient exchange environment for Fulton County.

eDiscovery Self-Service Configuration and Training

Previously, the management of e-Discovery requests within Fulton County was solely undertaken by the IT Team, utilizing the on-premises infrastructure. However, with the adoption of Microsoft 365, there

is now an opportunity to expand access to the e-Discovery interface, enabling additional groups of users to avail themselves of self-service capabilities. It is essential to exercise prudence in granting such access, limiting it exclusively to users with a genuine need for these privileges.

B2B is well-prepared to oversee the configuration of appropriate roles that facilitate self-servicing of e-Discovery requests. Our team will diligently ensure that the access permissions are accurately tailored to meet specific user requirements. Furthermore, we are committed to providing comprehensive training to the designated team responsible for handling e-Discovery requests, empowering them to efficiently navigate the interface and execute these tasks proficiently.

By empowering select users with self-service capabilities and equipping them with the necessary training, Fulton County can streamline the e-Discovery process, reduce the workload on the IT Team, and promote a more efficient and responsive approach to handling legal requests within the organization.

WEB TEAM

In keeping with FCIT's most recent request, we are proposing the following services for the Web Team:

- Tier 3 Support
- Naming Convention Clean-up and Management

Tier 3 Support

B2B offers general support contracts to allow you to extend your IT team on an ad-hoc basis. We are including a standard 100 hour support contract for the Web Team. The hours may be used for ad hoc support or for scheduled Office Hours.

Scheduling Support, Office Hours and Tracking/Reporting were described above in the Endpoints Division section. These processes/procedures prevail for all divisions.

Naming Convention Clean-up and Management

Microsoft Teams include special purpose SharePoint sites that may be accessed through Teams or directly through SharePoint Online. In order to better manage these Teams "sites" from within SharePoint, the Fulton County Web Team has requested assistance with enforcing a specific naming convention. This request consists of two parts:

- Retrofitting the naming convention to current Teams (i.e., sites); and
- Enforcing the naming convention for future Teams (i.e., sites).

Step one will be to implement a procedure and systems to enforce the naming convention for any new Teams. There are several ways to achieve this goal. Our recommendation (and pricing) is based on the following method:

- Limit the role(s) allowed to create new Microsoft Teams
- Create an online form to request creation of a team.
- Customize a workflow that forwards the request for approval.
- Automate the creation (and naming) of the team as a result of the approval.

In order to retrofit the naming convention, B2B will write a PowerShell script and run it against the SharePoint Online environment. The script will be run outside normal business hours as it will disable the each team for up to 15 minutes as the rename process is running. We will rely on FCIT to communicate the changes and provide support to end-users other than system errors.

SECURITY CONSULTING

FCIT has requested assistance with the various security workloads within Microsoft:

- Identity and Access Administration
- Data Loss Prevention Administration
- Security Configuration for Microsoft 365

B2B recommends our Microsoft Centric Security Program – Secure and Protect – to meet these needs. Secure and Protect is a tenant security hardening effort by B2B to improve the overall security posture of the Microsoft 365 and Azure Tenants. The following workloads are reviewed and hardened as part of this effort. A complete list of actions performed are outlined in Appendix B: Secure and Protect:

- Azure Active Directory
- Microsoft Purview (Compliance) and Security
- Defender for Cloud Apps
- Defender for Endpoints
- Exchange Online
- Intune (Mobile Application Policies for BYOD)
- OneDrive / SharePoint
- Teams

The initial review and security hardening protocol typically takes six to eight months for implementation. The Microsoft 365 Tenant Security monitoring effort will begin upon implementation of the first workload. As new workloads or functions are incorporated into Microsoft 365, we will incorporate them into the offering, always keeping your environment maximally protected. In addition, once the initial hardening effort is complete, we will begin the ongoing review cycle to ensure that your security posture continues to meet or exceed best practices over time. We will work with you to define the review schedule. An example review cycle is included here for demonstration purposes.

Quarter	Review
1	Data Loss Prevention Configuration/Settings
2	MDM/MFA Configuration and Policies
3	Purview Configuration and Policies
4	Defender for Cloud Apps Configuration and Policies

We will also provide monthly reports and will work with you to continually adjust the review process to ensure a maximal security posture across all Microsoft systems.

Secure and Protect Tasks

The following are an itemized tasks that are performed as part of the Secure and Protect effort. Additional items may be added depending on Microsoft Secure Score recommendations:

<i>Tasks / Effort</i>	<i>Platform</i>
<i>Review Azure AD Reporting</i>	Azure AD
<i>Turn on User Risk Policies</i>	Azure AD
<i>Turn on User Sign-in Policies</i>	Azure AD
<i>Restrict user consent to applications</i>	Azure AD
<i>Do not allow users to grant consent to unmanaged applications</i>	Azure AD
<i>Restrict logins by IP / Geo-Location</i>	Azure AD
<i>Enable self-service password reset</i>	Azure AD
<i>Enforce MFA for Admins</i>	Azure AD
<i>Set up Azure AD Break Glass Accounts</i>	Azure AD
<i>Implement Privileged Identity Management for Just-in-time access</i>	Azure AD
<i>Remove dormant accounts from sensitive groups</i>	Azure AD
<i>Use limited administrative roles</i>	Azure AD
<i>Implement Custom Banned Passwords List and Lockout thresholds</i>	Azure AD
<i>Secure Applications Access using Conditional Access Rules</i>	Azure AD
<i>Ensure all users can complete multi-factor authentication for secure access</i>	Azure AD
<i>Configure Named Locations to allow bypass of conditional access policies</i>	Azure AD
<i>Block Legacy Authentication</i>	Azure AD
<i>Configure General Anti-Spam Policies</i>	Compliance and Security
<i>Configure Safe Links and Safe Attachments Delivery</i>	Compliance and Security
<i>Configure DLP (Data Loss Prevention) Rules and notifications</i>	Compliance and Security
<i>Configure Retention Policies</i>	Compliance and Security
<i>Configure General Anti-Phishing Policies</i>	Compliance and Security
<i>Configure General Anti-Malware Policies</i>	Compliance and Security
<i>Create customized DLP policies for personal data</i>	Compliance and Security
<i>Create DLP Policies for Company Sensitive Information</i>	Compliance and Security
<i>Create DLP Policies for Personally Identifiable Information</i>	Compliance and Security
<i>Configure Sensitivity Labels</i>	Compliance and Security
<i>Apply sensitivity labels to protect sensitive or critical data</i>	Compliance and Security
<i>Configure Microsoft Information Protection Scanner for on-premises file classifications</i>	Compliance and Security
<i>Review Security Recommendations for Azure and remediate</i>	Compliance and Security
<i>Configure supported app connectors</i>	Defender for Cloud Apps
<i>Configure Conditional Access App Controls for apps for session control</i>	Defender for Cloud Apps
<i>Integrate Azure for Identities with Cloud App Security</i>	Defender for Cloud Apps
<i>Enable Azure AD Identity Protection Integration</i>	Defender for Cloud Apps

<i>Enable Defender for Identities Integration</i>	Defender for Cloud Apps
<i>Configure Sanctioned Apps to block access using Defender for Endpoints</i>	Defender for Cloud Apps
<i>Discover Risky and Non-Compliant Shadow IT Applications</i>	Defender for Cloud Apps
<i>Detect anomalous behavior</i>	Defender for Cloud Apps
<i>Set automated notifications for new and trending cloud applications in organization</i>	Defender for Cloud Apps
<i>Notify upon Detection of New OAuth Application</i>	Defender for Cloud Apps
<i>Create a Custom Activity Policy to Discover Suspicious Usage Patterns</i>	Defender for Cloud Apps
<i>Install Defender for Endpoints on Servers</i>	Defender for Endpoints
<i>Implement Outbound Spam Policy</i>	Exchange Online
<i>Implement DMARC for outbound mail</i>	Exchange Online
<i>Enable Client Rules Forwarding Block</i>	Exchange Online
<i>Set up Sender Policy Framework to prevent spoofing</i>	Exchange Online
<i>Implement BIMI with logo</i>	Exchange Online
<i>Configure Message Records Management Tags and Policies (for archiving)</i>	Exchange Online
<i>Allow Mailbox Delegation Only When Authorized</i>	Exchange Online
<i>Do Not Override FROM Address Enforcement</i>	Exchange Online
<i>Implement connection filter</i>	Exchange Online
<i>Manage Calendar Details Sharing</i>	Exchange Online
<i>Use S/MIME</i>	Exchange Online
<i>Configure MAM policies for App Protection and Selective Wipe for BYOD</i>	Intune
<i>Review and Configure OneDrive and SharePoint Sharing configuration</i>	OneDrive/SharePoint
<i>Review Security configuration for OneDrive and SharePoint</i>	OneDrive/SharePoint
<i>Enable versioning for document libraries</i>	OneDrive/SharePoint
<i>Configure External Sharing Links to Expire</i>	OneDrive/SharePoint
<i>Azure AD Password Protection on on-premises domain controller</i>	On-Premises
<i>Configure Microsoft Defender for Identities (formerly Azure ATP)</i>	On-Premises
<i>Review ADFS environment for security</i>	On-Premises
<i>Configure secondary Azure AD Connect server in staging</i>	On-Premises
<i>Configure which users are allowed to present in Teams meetings</i>	Teams
<i>Require lobbies to be set up for Teams meetings</i>	Teams
<i>Restrict anonymous users from joining meetings</i>	Teams
<i>Limit external participants from having control in a Teams meeting</i>	Teams
<i>Restrict anonymous users from joining Teams meetings</i>	Teams
<i>Restrict dial-in users from bypassing a meeting lobby</i>	Teams

SYSTEMS ENGINEERING CONSULTING

B2B collaborated with Fulton County to facilitate the migration of Exchange (Mail) and File Servers, encompassing user home drives and departmental shared folders, to the Microsoft 365 platform. Our dedicated team at B2B is well-versed in best practices and adept at troubleshooting, promptly addressing any reported or requested issues to ensure optimal performance.

Regarding Exchange, B2B assumes responsibility for email service support, including user account management, distribution groups, and resource mailboxes. We configure mail flow rules, administer security settings, and proactively monitor server health to swiftly address any email-related challenges.

Furthermore, in the context of SharePoint, B2B offers assistance in managing site collections, libraries, and lists. Our team is proficient in assigning permissions to users and groups, ensuring controlled access to sensitive documents while strictly adhering to governance policies to safeguard data integrity. We skillfully customize SharePoint settings, encompassing versioning, content types, and search options, to promote collaboration and knowledge sharing across the organization. Continual monitoring of SharePoint's performance and usage metrics empowers us to identify opportunities for enhancement and cater to the evolving needs of users with utmost efficiency.

PRICING AND ASSUMPTIONS

Support Hours

In keeping with FCIT's request, B2B is proposing a pre-paid support contract at a discounted rate to be used for ad hoc support needs. The following applies to the Support Hours proposed for each division.

1.1. Support Options: Prepaid

- Client purchases a prepaid block of hours at a discounted rate
- Hours can be used as needed
- When contacted, B2B Technologies will schedule a time, based on customer needs and B2B availability, to work on the specific issue and/or project.

1.2. Support work hours

- Support provided during normal working hours, M-F, 8:30 to 5:30pm
- Technicians will record time in no less than 15-minute increments
- Onsite support will be a minimum of 4 hours.

1.3. Schedule: Support services to begin upon contract execution. The first Consumption Report will be provided on or about the first of the following month and each month thereafter.

Pricing Options/Overview

Tier 3 Support is pre-paid. For other requests, B2B is providing a Fixed Cost quote. This quote is valid for 12 months or through the end of this agreement, whichever comes first.

Endpoints Division

Description	Cost
Tier 3 support (100 hours)	\$18,500
County Device Co-Management Consulting	\$18,655
TOTAL	\$37,155

Service Desk

Description	Cost
Tier 3 support (100 hours)	\$18,500
Service Desk Consulting (Intune, Dashboard)	\$7,755
TOTAL	\$26,255

Systems Division

Description	Cost
Tier 3 support (100 hours)	\$18,500
Exchange Public Folder Migration	\$16,810
Decommission Legacy Exchange	\$19,475
Decommission Airwatch	\$8,710
Decommission Enterprise Vault	\$54,305
eDiscovery Self-Service Configuration and Training	\$6,010
TOTAL	\$123,810

Web Team

Description	Cost
Tier 3 support (100 hours)	\$18,500
Naming Convention Clean-up and Mangement	\$6,150
TOTAL	\$24,650

Security Consulting

B2B recommends Secure and Protect to meet these requirements. Pricing is based on an annual commitment (invoiced monthly) with a discount for a three-year commitment.

Duration	Monthly	Annual
One-Year Commitment	\$6,000	\$72,000

Systems Engineering - Consulting

Actual costs will be determined by the actual number of hours worked. We are basing our costs on 20 hours per week. We will report on actual hours a minimum of monthly. We will work with you to address requirements that could potentially result in overages in advance.

Duration	Hrly Rate	Monthly	Total
One-Year Commitment/20 hours per week	\$130	\$11,700	\$140,400

Summation of Pricing

	Cost
Endpoints Division	\$37,155
Service Desk	\$26,255
Systems Division	\$123,810
Web Team	\$24,650
Security Consulting	\$72,000
Systems Engineering Consulting	\$140,400
TOTAL	\$424,270

Assumptions

General Assumptions:

- All Work will be performed remotely.
- All software is licensed and current by the County.

Client Responsibilities:

- Client will provide a single point of contact to coordinate access to systems and personnel as required to successfully complete the project in a timely manner.
- Client will provide administrator level access to any systems required to complete the project. Access will be granted at the time of or prior to the kick-off meeting. Specific permissions include but may not be limited to:
 - Configuration Manager: Full Administrator
 - Active Directory Domain: Domain Administrator
 - Azure Tenant: Owner
 - Microsoft 365 Tenant: Global Administrator
- Client will be responsible for coordinating the appropriate personnel for meetings.
- Client will be responsible for licensing all software required.

Out of Scope:

- Any task or deliverable not included or agreed upon in this statement of work



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0261

Meeting Date: 4/2/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of the lowest responsible bidder - Department of Real Estate and Asset Management, 24ITB100324K-JA, Renovation of Airport Administration Air Rescue Firefighting Station - FY2025 in the amount not to exceed \$2,389,000.00 with Sovereign Cooper, Inc. (Cumming, GA) to provide construction/renovation of the upper and lower floors of the west apparatus bay (approximately 7,275 gross square footage) of the Airport Administration Aircraft Rescue Firefighting Station (ARFF), located at 3965 Aero Drive NW, Atlanta GA 30336, for continued use by the Fulton County Executive Airport Administration and to allow the expansion of the Emergency Management Operations. Effective upon issuance of the NTP for 300 calendar days.

Requirement for Board Action

In accordance with the State of Georgia O.C.G.A § 36-91-20, Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000.00 or more for public works construction projects shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item

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: The Executive Airport's Administration Aircraft Rescue Firefighting Station (ARFF) project is a renovation of the upper and lower floors of the west apparatus bay. The building area of the renovation work is about 7,275 gross square footage. The space impacted/added include but are not limited to:

- a) Lower level - the apparatus bay, Decon/laundry room, restroom, hose reel/storage, fire equipment storage, adding a new interconnecting staircase.
- b) Upper Level - the roof of the Apparatus Bay will be removed and walls extended up, floor added, to create an interior space to house EMA offices and Day Room. Additionally, the existing upper level will receive a kitchen, living and sleeping spaces and restrooms for EMA staff to operate a limited twelve-hour (12) response facility.

Phase I of the Renovation of Executive Airport's Administration Air Rescue Firefighting Station was performed recently by renovating the east wing of the building to accommodate the Fulton County Executive Airport Administration offices. These operations will continue during this construction; therefore, all construction activities will be scheduled to avoid or minimize the impact on airport operations.

Scope of Work: The project will consist of the awarded bidder furnishing all materials, labor, tools, equipment and appurtenances necessary to perform all construction/renovation according to the Invitation to Bid scope of work, specifications and drawings documents provided for the Fulton County Executive Airport Administration and Emergency Management Aircraft Rescue and Firefighting Station (ARFF) project.

- Project Management (coordination with Fulton County Staff and Departments)
- Building analysis and Mobilization Plan
- Management and execution of a Safety Plan
- Prepare project schedule and monthly updates to reflect variance
- Provide recovery schedule and recommendations
- Provide 100% Performance and Payment Bonds prior to Construction
- Manage obtaining all required permits
- Management execution of all Construction Phase activities
- Schedule and conduct progress meetings throughout the duration of project
- Management and execution of the Post Construction Phase
- Provide electronic document service and manage submittals as required
- Provide photograph documentation of construction progress
- Management and execution of Quality Assurance Plan & Dust Control Plan as required
- Execute fully the requirements and intent of the ITB

The County requires a project schedule that achieves substantial completion with a temporary certificate of occupancy (TCO) within 270 calendar days of notice to proceed. The additional 30 days required under the contract are needed to move the work from substantial completion to full completion.

DREAM also recommends an Owner controlled contingency in the sum of \$310,000 (Three hundred and ten thousand dollars) to accommodate Emergency Management Agency Airport Rescue and Fire Fighting (ARFF) required Furniture, Fixtures and Equipment (FF&E), Fulton County recommended IT data requirements and the costs of unforeseen conditions. Including the cost of construction/renovation this will bring the revised total project budget to \$2,699,000.00. For these

changes, DREAM will proceed with the BOC approval as needed to increase the spending authority.

Community Impact: Expanding Fulton County's Emergency Management operations is crucial for enhancing the capacity to respond effectively to community needs. By investing in improvements, the operations can ensure that emergency services are well-prepared to handle various crises, whether they are natural disasters, public health emergencies, or other incidents affecting public safety.

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

Procedural for Basis Award

The recommendation for the award is based on the bidders' abilities to provide complete cost for construction/renovation according to the Invitation to Bid scope of work, specifications and drawings documents provided for the Fulton County Executive Airport Administration and Emergency Management Aircraft Rescue and Firefighting Station (ARFF) project. The Total Base Bid Amount determined the lowest responsible and responsive bidder recommended for this award.

Award Recommendation

After careful review, DREAM recommends Sovereign Cooper Inc. as the lowest responsive and responsible bidder to provide Renovation of the Airport Administration Aircraft Rescue Firefighting Station (ARFF). As far as DREAM is aware, Sovereign Cooper, Inc. has not previously performed services for DREAM and therefore has no performance history to provide.

The recommended Contractor will work in collaboration with the Department of Real Estate and Asset Management Construction Team and the Emergency Management Agency Airport Rescue and Fire Fighting (ARFF) Division.

Project Implications: This contract intent is to restore and expand the Executive Airport's Administration Aircraft Rescue Firefighting Station (ARFF), economically and efficiently, to a condition which is fully able to meet the long-term space and service needs of the employees and Fulton County operations.

Community Issues/Concerns: The Department is not aware of any community issues/concerns at this time.

Department Issues/Concerns: If this proposal is not approved, the County does not have the capacity, or the expertise, to perform the construction/renovation of the upper and lower floors of the west apparatus bay of the Executive Airport's Administration Aircraft Rescue Firefighting Station (ARFF) Station, which will delay needed upgrades to the facility and the needed relocation and expansion of County operations.

Contract Modification: This is a new procurement.

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

Contract Value: \$2,389,000.00
Prime Vendor: Sovereign Cooper, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$1,337,840.00 or 56.00%

Subcontractor: Jonquil Steel
Subcontractor Status: Non-Minority
Location: Smyrna, GA
County: Cobb County
Subcontractor Value: \$262,790.00 or 11.00%

Subcontractor: Mechanical Piping Solutions
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$167,230.00 or 7.00%

Subcontractor: Southern Excavating & Hauling
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$215,010.00 or 9.00%

Subcontractor: DCO
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$23,890.00 or 1.00%

Subcontractor: West Metro Glass
Subcontractor Status: Non-Minority
Location: Winston, GA
County: Douglass County
Subcontractor Value: \$71,670.00 or 3.00%

Subcontractor: Abrams Architectural
Subcontractor Status: Non-Minority
Location: Austell, GA
County: Cobb County
Subcontractor Value: \$47,780.00 or 2.00%

Subcontractor: Master Roof
Subcontractor Status: Non-Minority
Location: Duluth, GA
County: Gwinnett County
Subcontractor Value: \$95,560.00 or 4.00%

Subcontractor: B & H Masonry
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Subcontractor Value: \$47,780.00 or 2.00%

Subcontractor: Alamo Drywall
Subcontractor Status: Non-Minority
Location: Austell, GA
County: Cobb County
Subcontractor Value: \$119,450.00 or 5.00%

Total Contract Value: \$2,389,000.00 or 100.00%
Total Certified Value: \$0.00 or 0.00%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Contractor Performance Report - Memo
Exhibit 3: Department Recommendation Memo

Contact Information

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3773

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$2,389,000.00

TOTAL: \$2,389,000.00

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:

9999-509-310-5602-AIR5-AIR5-509CST - ARFF Phase III - Fire Fighter Facility Renovation -
\$2,389,000.00

Key Contract Terms	
Start Date: Issuance of NTP	End Date: 300 calendar days of completion as determined by County
Cost Adjustment: NA	Renewal/Extension Terms: N/A

Overall Contractor Performance Rating: NA

Would you select/recommend this vendor again?

Yes

Report Period Start:
NA

Report Period End:
NA



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: March 7, 2025

SUBJECT: Contractor's Performance Report – #24ITB100324K-JA, Renovation of Airport Administration Air Rescue Firefighting Station – FY2025

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Renovation of Airport Administration Air Rescue Firefighting Station – FY2025

PROJECT NO.: #24ITB100324K-JA

CONTRACTOR: Sovereign Cooper, Inc.
304 Tribble Gap Road
Cumming, Georgia 30040

POC: Todd Davis

PHONE: (770) 888-2650

EMAIL: todd@sovereigncooper.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944.

JD/TD/JA/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, Administrator, DREAM
Darlene Banks, CAPA, Purchasing & Contract Compliance
Janett Adams, APA, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, DREAM/Purchasing



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Director of Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: March 6, 2025

SUBJECT: Recommendation Award – #24ITB100324K-JA,
Renovation of Airport Administration Air Rescue
Firefighting Station – FY2025

Recommendation: We are recommending approval of the lowest bidder for ITB #24ITB100324K-JA, Renovation of Airport Administration Air Rescue Firefighting Station – FY2025, Sovereign Cooper, Inc. (Cumming, GA) in the amount of \$2,389,000.00 to provide Renovation of the Airport Administration Aircraft Rescue Firefighting Station (ARFF) for continued use by the Fulton County Airport Administration and to allow the expansion of the Emergency Management Operations. Effective upon issuance of the NTP for 300 calendar days or until project completion as determined by Fulton County.

DISCUSSION The recommendation for the award is based on bidders' abilities to provide complete cost for construction/renovation according to the Invitation to Bid scope of work, specifications and drawings documents provided for the Fulton County Airport Administration and Emergency Management Aircraft Rescue and Firefighting Station (ARFF) project. This project is a renovation of the upper and lower floors of the west apparatus bay. The building area of the renovation work is about 7,275 gross square footage. The space impacted/added include but are not limited to:

- a) Lower level - the apparatus bay, Decon/laundry room, restroom, hose reel/storage, fire equipment storage, adding a new interconnecting staircase
- b) Upper Level - the roof of the Apparatus Bay will be removed and walls extended up, floor added, to create an interior space to house EMA offices and Day Room. Additionally, the existing upper level will receive a kitchen, living and sleeping spaces and restrooms for EMA staff to operate a limited twelve hour (12) response facility.

The Total Base Bid Amount determined the lowest responsible and responsive bidder recommended for this award to provide Renovation of the Airport Administration Aircraft Rescue Firefighting Station (ARFF).

The Department received and evaluated four (4) bids to the solicitation. Sovereign Cooper, Inc., submitted the overall lowest bid in the amount of \$2,389,000.00; Brad Construction Company II submitted the second the lowest bid in the amount of \$2,842,317.00; Ward Humphrey Inc. submitted the third lowest bid in the amount of \$2,900,000.00, and Diversified Construction of Georgia submitted the fourth lowest bid in the amount of \$3,045,000.00. After careful review, we recommend Sovereign Cooper Inc. as the lowest responsive and responsible bidder to provide Renovation of the Airport Administration Aircraft Rescue

Firefighting Station (ARFF) for DREAM. To our knowledge Sovereign Cooper, Inc. has not previously performed services for DREAM and therefore has no performance history to provide.

Recommended Bidder	Total Base Bid Amount	Award Authority
Sovereign Cooper, Inc.	\$2,389,000.00	\$2,389,000.00

We recommend an Owner controlled contingency in the sum of \$310,000 (Three hundred and ten thousand dollars) to accommodate Emergency Management Agency Airport Rescue and Fire Fighting (ARFF) required Furniture, Fixtures and Equipment (FF&E), Fulton County recommended IT data requirements and the costs of unforeseen conditions. Including the cost of construction/renovation this will bring the revised total project budget to \$2,699,000.00. For these changes, DREAM will proceed with the BOC approval as needed to increase the spending authority.

The funding for this project is provided through Funding Line 9999-509-310-5602-AIR5-AIR5-509CST, ARFF Phase III - Fire Fighter Facility Renovation.

Authorized Signature: *Joseph Davis*
Joseph N. Davis Date: 3-6-25
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
 Sam Bakare, Administrator, DREAM
 Hilary Ndulue, Construction Project Manager, DREAM
 Darlene Banks, CAPA, Team K, Purchasing & Contract Compliance
 Janett Adams, APA, Team K, Purchasing & Contract Compliance
 Florene Thornton, Financial Administrator, DREAM
 Harry Jordan, Contract Administrator, DREAM
 Khandi Flowers, Contract Administrator, Purchasing & Compliance/DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0262

Meeting Date: 4/2/2025

Department

Real Estate and Asset Management

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

Request approval of the lowest responsible bidders - Department of Real Estate and Asset Management, 24ITB110124C-MH, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an total amount not to exceed \$1,306,000.00 with (A) QCS Cleaning dba Quality Cleaning Services (Douglasville, GA) in an amount not to exceed \$826,357.00 for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (AFS) (Alpharetta, GA) in an amount not to exceed \$479,643.00 for Group I (Service Centers), to provide the cleaning services for selected Fulton County facilities. Effective upon execution of contracts through December 31, 2025, with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000.00 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 These contracts provide general janitorial cleaning for selected Fulton County facilities (Groups E, F, G, H, and I) for the Department of Real Estate and Asset Management (DREAM).

Scope of Work: The janitorial contractors shall furnish all materials, labor, tools, janitorial equipment, cleaning supplies, restroom supplies (including feminine products, soap, toilet seat covers, toilet tissue, paper towels, and other required supplies) and equipment necessary to provide the highest quality janitorial services at these facilities which consists of:

1. **Group E:** (South Fulton Libraries) - Consists of 14 facilities: Adams Park, Cleveland Avenue, Collage Park, East Point, Fairburn, Hapeville, South Fulton, Southwest Regional, Washington Park, West End, Wolf Creek, Palmetto, Metropolitan, and Southeast Atlanta Libraries with a total cleanable sq. ft. of 163,925 and one (1) Parking Deck at South Fulton with cleaning sq. ft. of 42,000; with a combined total of 205,925 cleanable sq. ft.
2. **Group F:** (Other Offices North) - Consists of two (2) facilities: Drug Court Training Center and Fulton County Customer Service Center (formally WROC) with a total of 61,315 cleanable sq. ft.; and (Other Offices South) Consists of 2 facilities: Public Safety Training Center and Fulton Clubhouse for Youth with a total 28,286 cleanable sq. ft; with a combined total of 89,601 cleanable sq. ft.
3. **Group G:** (South Senior Centers) - Consists of 8 facilities: H. J. C. Bowden, Camp Truitt, Camp Truitt 4- H Ed Center, Palmetto, Quality Living Services, Southeast, Hapeville, and New Beginnings with a total of 96,028 cleanable sq. ft.
4. **Group H:** (Arts Centers)- Consists of two (2) facilities: Hammond House and Aviation Community Cultural Center with a total of 18,816 cleanable sq. ft.
5. **Group I** (Service Centers)- Consists of five (5) facilities: North Service Center, South Service Center, Animal Services Facility, Fulton County Board of Health at 4700, and Airport Recue Fire Fighting (ARFF) with a total of 207,377 cleanable sq. ft.

Community Impact: The overall community impact is to provide clean and sanitary facilities for the selected facilities.

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

Basis of Award

The basis of award was based on the bidders' calculation cost per cleanable square footage according to the BOMA STANDARDS (Building Owners and Manager Association) or from a reputable research source that provides a cost average per square foot for standard cleaning for each facility and services within that Group to include day porter services, premium annual events and all cleaning and restroom supplies to determine the lowest responsive and responsible bidder(s) for a total annual cost for each Janitorial Group for FY2025 (of the Original Term) which consists of the five (5) different Janitorial Groups: Group E (South Fulton Libraries- consists of 14 facilities & 1 parking deck); Group F (Other Offices North- consists of 2 facilities) and (Other Offices South- consists of 2 facilities); Group G (South Senior Centers- consists of 8 facilities); Group H (Arts Centers- consists of 2 facilities); and Group I (North & South Service Centers, Animal Services

facility, Board of Health 4700, and Airport Recue Fire Fighting- consists of 5 facilities). The bidder must bid on all facilities and services listed within each Janitorial Group to be considered for an award.

DREAM also considered the experience and with previous Cleaning Contracts and consultations with other organizations within the cleaning industry. The goal of this process is to award County Cleaning Contracts to reliable and responsible companies that are financially-sound, with sufficient management expertise and cleaning experience to provide good service in return for the County funds expended.

The recommendation, also, was based upon bidders' references of current customers who can verify the quality of services your company provided of similar size and scope of work to this proposal.

Bid Evaluation Process

The Department received and evaluated 16 bids to solicitation. After carefully reviewed of each of the 16 total bidder's ability to calculate the cost per cleanable square foot accordingly to the mentioned requirements in this Bid Form; therefore, the recommendations for each Janitorial Group are as follows:

1. Group E (South Fulton Libraries):

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group E (South Fulton Libraries) in the amount of \$238,601.65.

2. Group F (Other Offices North):

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group F (Other Offices North) in the amount of \$186,951.20.

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group F (Other Offices South) in the amount of \$60,668.88.

3. Group G (South Senior Centers):

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group G (South Senior Centers) in the amount of \$293,853.64.

4. Group H (Arts Centers):

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group H (Arts Centers) in the amount of \$50,441.28.

5. Group I (Service Centers):

American Facility Services, Inc. (AFS) submitted the overall lowest responsible and responsive bid for Group I (Service Centers) in the amount of \$479,642.20.

Award Recommendation

After careful review, DREAM recommends Quality Cleaning Services (QCS) for submitting the overall

lowest responsible and responsive bids for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (AFS) for submitting the overall lowest responsible and responsive bid for Group I (Service Centers).

Also, both recommended janitorial contractors are currently or previously had a contract with Fulton County and have performed excellent (respective ratings of 85) for Fulton County as stated in their performance reports (see Exhibit 2).

These are time and material contracts and the requested spending authorities in the total amount of \$1,306,000.00 is sufficient to cover the costs for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for FY2025.

Project Implications: These contracts are design to provide and maintain sustainable clean and sanitary County facilities. The effective cleaning program is critical component to keeping a healthy and productive environment.

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

Department Issues/Concerns: If these contracts are not approved, the Department will not be able to provide janitorial services for these selected County facilities.

Contract Modification No, this a new procurement

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

Total Contract Value: \$1,306,000.00

(A)

Contract Value: \$826,357.00
Prime Vendor: Quality Cleaning dba Quality Cleaning Services,
Prime Status: African American Male Business Enterprise
Location: Douglasville, GA
County: Douglas County
Prime Value: \$826,357.00 or 100.00%

Total Contract Value: \$826,357.00 or 100.00%

Total Certified Value: \$826,357.00 or 100.00%

(B)

Contract Value: \$479,643.00

Prime Vendor: American Facility Services, Inc
Prime Status: Non-Minority
Location: Alpharetta, GA
County: Fulton County

Prime Value: \$479,643.00 or 100.00%

Total Contract Value: \$479,643.00 or 100.00%

Total Certified Value: \$00.00 or 0.00%

Grand Total Contract Value: \$1,306,000.00

Grand Certified Value: \$826,357.00 or 63.27%

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

Exhibit 1: Bid Tabulation Sheets

Exhibit 2: Contractor's Performance Reports

Exhibit 3: Department Recommendation Memo

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$0.00

This Request: \$1,306,000.00

TOTAL: \$1,306,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5221-1176: General, Real Estate and Asset Management, Cleaning Services-\$1,306,000.00

Key Contract Terms	
Start Date: Upon execution of contracts	End Date: 12/31/2025

Cost Adjustment:	Renewal/Extension Terms: T one-year renewal options
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Overall Contractor Performance Rating:

Quality Cleaning Services - 85

American Facility Service, Inc. -85

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2024

Report Period End:
12/31/2024

BID TABULATION SHEET
BID NUMBER# 24ITB110124C-MH
BID DESCRIPTION: Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I)
REQUESTING DEPARTMENT: Real Estate and Asset Management
Opening Date: 12/20/2024

The Department received and evaluated 16 bids to solicitation. DREAM carefully reviewed each of the 16 total bidder's ability to calculate the cost per cleanable square foot accordingly to the mentioned requirements in this Bid Form. The recommendations for each Janitorial Group are as follows:

1. Group E (South Fulton Libraries):

Group E		
	Bidder	Cost
1	Quality Cleaning	\$238,601.65
2	Chi-Ada	\$259,851.03
3	Re-Global	\$283,352.28
4	AFS	\$291,293.88
5	A-Action	\$294,889.40
6	Simplee Clean	\$334,800.00
7	ICS, Inc.	\$386,100.00
8	Building Maintenance	\$449,594.04
9	Caseco Team	\$536,640.00
10	Premiere Building	\$571,638.12
11	AT Trash	\$620,400.00
12	Slate USA	\$628,620.01
13	The Loft Group	\$667,197.00
14	RD Cleaning	\$716,619.00
15	JN Eloiam	\$831,122.40
16	Good Success	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group E (South Fulton Libraries) in the amount of \$238,601.65.

2. Group F (Other Offices North):

Group F (North)		
	Bidder	Cost
1	Quality Cleaning	\$186,951.20
2	Good Success	\$214,453.20
3	A-Action	\$217,528.50
4	AFS	\$219,577.80
5	JN Eloiam	\$231,457.00
6	RE Global	\$236,900.20
7	Chi-Ada	\$245,493.82
8	ICS, Inc	\$250,710.50
9	AT Trash	\$317,792.00
10	Caseco Team	\$364,848.00
11	Building Maintenance	\$377,531.20
12	Premiere Building	\$380,116.10
13	Slate USA	\$400,282.30
14	The Loft Group	\$448,198.40
15	RD Cleaning	\$473,412.20
16	Simplee Clean	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group F (Other Offices North) in the amount of \$186,951.20.

Group F (South)		
	Bidder	Cost
1	Quality Cleaning	\$60,668.88
2	A-Action	\$65,713.04
3	Re-Global	\$69,047.96
4	JN Eloiam	\$71,701.80
5	Chi-Ada	\$72,540.66
6	Good Success	\$74,628.48
7	AFS	\$79,323.00
8	ICS, Inc.	\$92,512.00
9	Simplee Clean	\$98,800.00
10	Building Maintenance	\$115,889.12
11	Slate USA	\$122,791.16
12	Premiere Building	\$122,831.00
13	AT Trash	\$123,328.00
14	Caseco Team	\$129,192.00
15	The Loft Group	\$136,158.40
16	RD Cleaning	\$154,659.28

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group F (Other Offices South) in the amount of \$60,668.88.

3. Group G (South Senior Centers):

Group G		
	Bidder	Cost
1	Quality Cleaning	\$293,853.64
2	Good Success	\$305,839.76
3	Chi-Ada	\$352,315.78
4	Re-Global	\$359,815.48
5	AFS	\$361,388.40
6	JN Eloiam	\$364,118.96
7	A-Action	\$369,052.37
8	ICS, Inc.	\$440,194.75
9	AT Trash	\$482,944.00
10	Simplee Clean	\$487,603.00
11	Slate USA	\$501,422.18
12	Premiere Building	\$540,394.90
13	Building Maintenance	\$540,538.80
14	The Loft Group	\$645,785.20
15	RD Cleaning	\$670,559.84
16	Caseco Team	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group G (South Senior Centers) in the amount of \$293,853.64.

4. Group H (Arts Centers):

Group H		
	Bidder	Cost
1	Quality Cleaning	\$50,441.28
2	Good Success	\$51,191.04
3	A-Action	\$55,925.12
4	RE-Global	\$58,589.60
5	AT Trash	\$59,728.00
6	JN Eloiam	\$62,472.96
7	Chi-Ada	\$64,508.73
8	AFS	\$70,637.76
9	Slate USA	\$81,897.80
10	ICS, Inc.	\$90,684.00
11	Building Maintenance	\$95,108.48
12	Simplee Clean	\$96,748.00
13	Premiere Building	\$103,636.00
14	The Loft Group	\$117,946.24
15	RD Cleaning	\$121,703.68
16	Caseco Team	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group H (Arts Centers) in the amount of \$50,441.28.

5. Group I (Service Centers):

Group I		
	Bidder	Cost
1	AFS	\$479,642.20
2	Quality Cleaning	\$490,607.16
3	Good Success	\$493,889.52
4	A-Action	\$513,285.70
5	JN Eloiam	\$525,575.52
6	RE-Global	\$552,980.84
7	ICS, Inc.	\$576,756.00
8	Chi-Ada	\$582,780.41
9	AT Trash	\$600,016.00
10	Slate USA	\$782,864.12
11	Building Maintenance	\$790,015.64
12	Premiere Building	\$965,211.28
13	The Loft Group	\$1,043,877.80
14	RD Cleaning	\$1,219,399.96
15	Caseco Team	No Bid
16	Simplee Clean	No Bid

American Facility Services, Inc. (AFS) submitted the overall lowest responsible and responsive bid for Group I (Service Centers) in the amount of \$479,642.20.

Award Recommendation

After careful review, DREAM recommends Quality Cleaning Services (QCS) for submitting the overall lowest responsible and responsive bids for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (AFS) for submitting the overall lowest responsible and responsive bid for Group I (Service Centers).

Recommended Bidders	Janitorial Groups	Award Authority
Quality Cleaning	E, F, G & H	\$826,357.00
American Facility Services, Inc.	I	\$479,643.00
Total Amount Not to Exceed		\$1,306,000.00

Performance Evaluation Details

ID	E1
Project	Janitorial Services for Selected Fulton County Facilities(Groups E, F, G, H & I)
Project Number	21ITB130447C-GS
Supplier	QCS Cleaning Inc. DBA/ Quality Cleaning Services
Supplier Project Contact	Clifford Featherstone (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2023 to 06/30/2023
Effective Date	07/26/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	07/26/2023 02:37 PM EDT
Completion Date	07/26/2023 02:37 PM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

14/20

Rating

Satisfactory: There are no, or minimal, delays that impact achievement of contract requirements.

Comments

Quality Cleaning continues to provide excellent service overall. They need to ensure that the required amount of day porter hours and night cleaning are followed consistently.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Not Specified

GENERAL COMMENTS

Comments

The contact for Quality is professional and responsive. They are knowledgeable in the area of janitorial services.

Performance Evaluation Details

ID	E3
Project	Janitorial Services for Fulton County Facilities (Groups C, D & G)
Project Number	23ITB138801C-GS
Supplier	American Facility Services, Inc.
Supplier Project Contact	Andrea Nugent (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	02/24/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	02/24/2025 06:48 AM EST
Completion Date	02/24/2025 06:48 AM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

Not Specified

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Not Specified

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

Not Specified

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

Not Specified

COST CONTROL

17/20

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments

Not Specified

GENERAL COMMENTS


Comments

Not Specified



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent,
Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM 

DATE: March 10, 2025

SUBJECT: Recommendation Award – ITB #24ITB110124C-MH,
Janitorial Services for Selected Fulton County Facilities
(Groups E, F, G, H, & I)- FY2025

Recommendation: We are recommending approval of the lowest bidders for ITB #24ITB110124C-MH, Janitorial Services for Selected Fulton County Facilities (Groups E, F, G, H & I) in an total amount not to exceed \$1,306,000.00 with (A) QCS Cleaning dba Quality Cleaning Services (Douglasville, GA) in an amount not to exceed \$826,357.00 for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (AFS) (Alpharetta, GA) in an amount not to exceed \$479,643.00 for Group I (Service Centers), to provide the highest quality cleaning services for selected Fulton County facilities. Effective dates: Upon execution of contract through December 31, 2025, with two renewal options.

DISCUSSION:

Basis of Award

The recommendation for the awards was based on the bidders' calculation cost per cleanable square footage according to the BOMA STANDARDS (Building Owners and Manager Association) or from a reputable research source that provides a cost average per square foot for standard cleaning for each facility and services within that Group to include day porter services, premium annual events and all cleaning and restroom supplies to determine the lowest responsive and responsible bidder(s) for a total annual cost for each Janitorial Group for FY2025 (of the Original Term) which consists of the five (5) different Janitorial Groups: Group E (South Fulton Libraries- consists of 14 facilities & 1 parking deck); Group F (Other Offices North- consists of 2 facilities) and (Other Offices South- consists of 2 facilities); Group G (South Senior Centers- consists of 8 facilities); Group H (Arts Centers- consists of 2 facilities); and Group I (North & South Service Centers, Animal Services facility, Board of Health 4700, and Airport Recue Fire Fighting- consists of 5 facilities). The bidder must bid on all facilities and services listed within each Janitorial Group to be considered for an award.

The recommendation, also, was based upon bidders' references of current customers who can verify the quality of services your company provides. The County prefers customers of similar size and scope of work to this proposal.

Bid Evaluation Process

The Department received and evaluated 16 bids to solicitation. After carefully reviewed of each of the 16 total bidder's ability to calculate the cost per cleanable square foot accordingly to the mentioned requirements in this Bid Form; therefore the recommendations for each Janitorial Group are as follow:

1. Group E (South Fulton Libraries):

Group E		
	Bidder	Cost
1	Quality Cleaning	\$238,601.65
2	Chi-Ada	\$259,851.03
3	Re-Global	\$283,352.28
4	AFS	\$291,293.88
5	A-Action	\$294,889.40
6	Simplee Clean	\$334,800.00
7	ICS, Inc.	\$386,100.00
8	Building Maintenance	\$449,594.04
9	Caseco Team	\$536,640.00
10	Premiere Building	\$571,638.12
11	AT Trash	\$620,400.00
12	Slate USA	\$628,620.01
13	The Loft Group	\$667,197.00
14	RD Cleaning	\$716,619.00
15	JN Eloiam	\$831,122.40
16	Good Success	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group E (South Fulton Libraries) in the amount of \$238,601.65.

2. Group F (Other Offices North):

Group F (North)		
	Bidder	Cost
1	Quality Cleaning	\$186,951.20
2	Good Success	\$214,453.20
3	A-Action	\$217,528.50
4	AFS	\$219,577.80
5	JN Eloiam	\$231,457.00
6	RE Global	\$236,900.20
7	Chi-Ada	\$245,493.82
8	ICS, Inc	\$250,710.50
9	AT Trash	\$317,792.00

10	Caseco Team	\$364,848.00
11	Building Maintenance	\$377,531.20
12	Premiere Building	\$380,116.10
13	Slate USA	\$400,282.30
14	The Loft Group	\$448,198.40
15	RD Cleaning	\$473,412.20
16	Simplee Clean	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group F (Other Offices North) in the amount of \$186,951.20.

Group F (South)		
	Bidder	Cost
1	Quality Cleaning	\$60,668.88
2	A-Action	\$65,713.04
3	Re-Global	\$69,047.96
4	JN Eloiam	\$71,701.80
5	Chi-Ada	\$72,540.66
6	Good Success	\$74,628.48
7	AFS	\$79,323.00
8	ICS, Inc.	\$92,512.00
9	Simplee Clean	\$98,800.00
10	Building Maintenance	\$115,889.12
11	Slate USA	\$122,791.16
12	Premiere Building	\$122,831.00
13	AT Trash	\$123,328.00
14	Caseco Team	\$129,192.00
15	The Loft Group	\$136,158.40
16	RD Cleaning	\$154,659.28

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group F (Other Offices South) in the amount of \$60,668.88.

3. Group G (South Senior Centers):

Group G		
	Bidder	Cost
1	Quality Cleaning	\$293,853.64
2	Good Success	\$305,839.76
3	Chi-Ada	\$352,315.78
4	Re-Global	\$359,815.48
5	AFS	\$361,388.40
6	JN Eloiam	\$364,118.96
7	A-Action	\$369,052.37
8	ICS, Inc.	\$440,194.75
9	AT Trash	\$482,944.00
10	Simplee Clean	\$487,603.00

11	Slate USA	\$501,422.18
12	Premiere Building	\$540,394.90
13	Building Maintenance	\$540,538.80
14	The Loft Group	\$645,785.20
15	RD Cleaning	\$670,559.84
16	Caseco Team	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group G (South Senior Centers) in the amount of \$293,853.64.

4. Group H (Arts Centers):

Group H		
	Bidder	Cost
1	Quality Cleaning	\$50,441.28
2	Good Success	\$51,191.04
3	A-Action	\$55,925.12
4	RE-Global	\$58,589.60
5	AT Trash	\$59,728.00
6	JN Eloiam	\$62,472.96
7	Chi-Ada	\$64,508.73
8	AFS	\$70,637.76
9	Slate USA	\$81,897.80
10	ICS, Inc.	\$90,684.00
11	Building Maintenance	\$95,108.48
12	Simplee Clean	\$96,748.00
13	Premiere Building	\$103,636.00
14	The Loft Group	\$117,946.24
15	RD Cleaning	\$121,703.68
16	Caseco Team	No Bid

Quality Cleaning Services submitted the overall lowest responsible and responsive bid for Group H (Arts Centers) in the amount of \$50,441.28.

5. Group I (Service Centers):

Group I		
	Bidder	Cost
1	AFS	\$479,642.20
2	Quality Cleaning	\$490,607.16
3	Good Success	\$493,889.52
4	A-Action	\$513,285.70
5	JN Eloiam	\$525,575.52
6	RE-Global	\$552,980.84
7	ICS, Inc.	\$576,756.00
8	Chi-Ada	\$582,780.41
9	AT Trash	\$600,016.00
10	Slate USA	\$782,864.12

11	Building Maintenance	\$790,015.64
12	Premiere Building	\$965,211.28
13	The Loft Group	\$1,043,877.80
14	RD Cleaning	\$1,219,399.96
15	Caseco Team	No Bid
16	Simplee Clean	No Bid

American Facility Services, Inc. (AFS) submitted the overall lowest responsible and responsive bid for Group I (Service Centers) in the amount of \$479,642.20.

Award Recommendation

After careful review, DREAM recommends Quality Cleaning Services (QCS) for submitting the overall lowest responsible and responsive bids for Group E (South Fulton Libraries), both Groups F (Other Offices North) and (Other Offices South), Group G (South Senior Centers), and Group H (Arts Centers); and (B) American Facility Services, Inc. (AFS) for submitting the overall lowest responsible and responsive bid for Group I (Service Centers).

Recommended Bidders	Janitorial Groups	Award Authority
Quality Cleaning	E, F, G & H	\$826,357.00
American Facility Services, Inc.	I	\$479,643.00
Total Amount Not to Exceed		\$1,306,000.00

Also, both recommended janitorial contractors are currently or previously had a contract with Fulton County and have performed excellent (respective ratings of 85) for Fulton County as stated in their performance reports (see Exhibit 2).

These are time and material contracts and the requested spending authorities in the total amount of \$1,306,000.00 is sufficient to cover the costs for materials, equipment, cleaning supplies and day porter labor hours to maintain the required cleaning services for FY2025.

Funding for this recommendation for FY2025 in account #100-520-5221-1176 in the amount of total amount of \$1,306,000.00.

Authorized Signature: Joseph N. Davis Date: 3.10.25
Joseph Davis
(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
John W. Adams, Administrator, DREAM

James Morehead, Building Services Manager, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Harry Jordan, Contract Administrator, DREAM
Khandi Flowers, Contract Administrator, Purchasing & Contract Compliance



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0263

Meeting Date: 4/2/2025

Department

Real Estate and Asset Management

Requested Action

Request approval of a recommended proposal - Department of Real Estate and Asset Management, 24RFP092624C-MH, Bus and Shuttle Services in the total amount of \$608,877.00 with MTI Limo and Shuttle Services, Inc. (College Park, GA), to provide bus and shuttle services for Fulton County employees and jurors. Effective upon execution of contract through December 31, 2025, with two renewal options.

Requirement for Board Action

In accordance with Purchasing Code Section 102-374, all competitive sealed proposals 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 provides transportation services primarily from Monday through Friday for Fulton County employees and jurors who park at the Brown, Yellow, Red and Silver lots (former Turner Field parking) to Fulton County Government Center located at 141 Pryor Street, Justice Center Tower located at 185 Central Avenue, Tax Assessor's Office located at 135 Peachtree Street, Central Library located at 1 Margaret Mitchell Square NW, and the Fulton County Health Services building located at 10 Park Place.

The Scope of Work includes but is not limited to:

1. Provide Fulton County a monthly status report on the total number of riders, mileage driven, fuel consumption, and any interruptions in service; and
2. Provide Fulton County with a quarterly Customer Survey Report. The vendor will give riders (County staff and jurors) the opportunity to rate the quality of service being provided (cleanliness, driving, schedule pick-ups, etc.).

Community Impact: Parking arrangements for Fulton County employees and Jurors will be dramatically affected if this contract is not approved.

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

After reviewing proposals from five (5) qualified firms and evaluating and considering all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee determined that the proposal submitted by MTI Limo and Shuttle Services, Inc. (83.46%) is the recommended Contractor to provide bus and shuttle services for Fulton County for FY2025.

The spending authority in the total amount of \$608,877.00 is being requested to cover the costs for bus and shuttle services for County employees and Jurors, and to provide bus services for special events on as-needed basis in support of County agencies for FY2025.

Project Implications: This contract provides bus and shuttle services to County employees and jurors; and special transportation for other County agencies, as needed.

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

Department Issues/Concerns: If this contract is not approved, the County will not have the ability to provide bus and shuttle services for County employees and Jurors, forcing both groups to pay for parking in the downtown area.

Contract Modification: This is a new procurement

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

Contract Value: \$608,877.00

Prime Vendor: MTI Limo and Shuttle Services, Inc.
Prime Status: African American Male Business Enterprise
Location: College Park, GA
County: Fulton County
Prime Value: \$608,877.00 or 100.00%

Total Contract Value: \$608,877.00 or 100.00%
Total Certified Value: \$608,877.00 or 100.00%

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

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Contractor's Performance Report

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$608,877.00
TOTAL:	\$608,877.00

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:

100-520-5223-1160: General, Real Estate and Asset Management, Professional Services - \$553,060.00

Funding Line 2:

461-480-CVI1-1183: Grants, District Attorney, Transportation Services -\$40,000.00

Funding Line 3:

100-121-1212-1183: General, Department of Community Development, Transportation Services -

Agenda Item No.: 25-0263

Meeting Date: 4/2/2025

\$15,817.00

Key Contract Terms	
Start Date: Upon contract execution	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms: Two one-year renewal options

Overall Contractor Performance Rating: 82

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2024

Report Period End:
12/31/204



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: March 7, 2025

PROJECT: 24RFP092624C-MH, "Bus and Shuttle Services FY25"

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 Real Estate and Asset Management.

Five (5) qualified firms submitted proposals for evaluation and consideration for award of the Bus and Shuttle Services FY25 for this project:

1. MTI Limo and Shuttle Services, Inc.
2. A-National Limousine Service, Inc.
3. Horizon Motor Coach, Inc.
4. Rare Diamond Enterprise, LLC
5. Carter 1 Enterprises, LLC

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by **MTI Limo and Shuttle Services, Inc.** with a total score of **83.46**, is the recommended vendor for the award of #24RFP092624C-MH, "Bus and Shuttle Services FY25".

Evaluation Committee Recommendation Letter
March 7, 2025 Page | 2

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:

Signed by:

EC0DAAE70B0D406...
Anthony Spencer, Fulton County DREAM

Signed by:

6567664D6384485...
Barbara Burden, Fleet Operations Manager

DocuSigned by:
Timothy Dimond
A424AE0092AA404...
Timothy Dimond, Deputy Director

Evaluation Committee Recommendation Letter
March 7, 2025P a g e | 3

EVALUATION CRITERIA	WEIGHT	MTI Limo and Shuttle Services, Inc.	A-National Limousine Service, Inc.	Horizon Motor Coach, Inc.	Rare Diamond Enterprise, LLC	Carter 1 Enterprises, LLC
Project Plan/Approach to Work	20	20	16.67	15	13.33	10
Qualification of Key Personnel	10	9.17	9.17	5	5	4.17
Relevant Project Experience/Past Performance	23	23	19.17	9.58	9.58	9.58
Availability of Key Personnel	20	18.33	13.33	10	8.33	6.67
Local Preference	5	5	5	0	0	0
Service Disabled Veterans Preference	2	0	0	0	0	0
Cost Proposal	20	7.96	10.29	11.83	5.42	20
TOTAL SCORE:	100.00	83.46	73.63	51.41	41.66	50.42

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

Performance Evaluation Details

ID	E10
Project	Bus and Shuttle Services
Project Number	21RFP131973C-MH
Supplier	MTI LIMO AND SHUTTLE SERVICES INC
Supplier Project Contact	CAMERON IJAMES (preferred language: English)
Performance Program	Professional Services
Evaluation Period	10/01/2024 to 12/31/2024
Effective Date	01/02/2025
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	01/02/2025
Status	Completed
Publication Date	01/02/2025 09:17 PM EST
Completion Date	01/02/2025 09:17 PM EST
Evaluation Score	82

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

17/20

Rating

Excellent: Project Management that exceeds in some areas. Understanding of project objectives, risks and Contract requirements was above average and required little direction from the User Department.

Comments

Company understood the County's customer service objections. Continue through the year on making continuous improvements.

SCHEDULE

14/20

Rating

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

Comments

Fourth Quarter trips time went as on schedule, with no complaints from customers of bus being late.

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

Service delivers for transportation various in many of areas of needs than our day-to day operation. Requests for additional departments transportation needs to assist, came back with positive feedback from other departments of the level of satisfactory.

COMMUNICATIONS AND CO-OPERATION

17/20

Rating

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

Comments

Ownership and Lead Management within this company was readily available to address any complaints and or concerns, with no repeat occurrences.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

17/20

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

All issues were resolved within a timely manner from transportation ownership within an 8hours of discovery. Outcome was improvements render to the County's satisfactory to provide great customer service to transporting the Employees and Jurors.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0264

Meeting Date: 4/2/2025

Department

Senior Services

Requested Action

Request approval to increase the spending authority - Department of Senior Services, 23ITB125742A-BKJ, Swimming Pool Maintenance Services in the amount of \$94,700.00 with United Pool Maintenance, LLC (Roswell, GA) to provide pool maintenance, repair, and preventive maintenance for all four Senior Multipurpose Facilities and for the Department of Real Estate and Asset Management to be responsible for the administration of the contract. Effective upon BOC approval.

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

Strategic Priority Area related to this item

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 This contract will provide monthly maintenance and repairs of the four senior multipurpose facility pools and all related equipment to support participant health and safety.

Additionally, the contract administration will be the responsibility of the Department of Real Estate Management who possesses the expertise required regarding maintenance and repair services of the pools.

Scope of Work: The contract provides comprehensive preventive maintenance and repair services for Fulton County swimming pools located at Dorothy C. Benson Senior Multipurpose Facility, Harriett G. Darnell Senior Multipurpose Facility, HJC Bowden Senior Multipurpose Facility, and Helene S. Mills Senior Multipurpose Facility. The scope of work includes all labor, parts, equipment, transportation, and materials necessary to perform the required duties, including but not limited to (1) Chemical treatment for pool systems to keep water balance, clarity, pH, and overall water quality to meet the standards and requirements of the Fulton County Health Department. (2) Provide on-site service and maintenance at least twice a week to the chemical treatment systems, pumps, or other automatic feeding systems, strainers, filters, heaters, and other mechanical systems to ensure proper level and chemical balance for pool operations. (3) Calibrate automatic feed systems.

Community Impact: The senior aquatics program offers a range of recreational, athletic, therapeutic, and enrichment activities while promoting wellness and healthy lifestyles to the senior adults of Fulton County.

Department Recommendation: The department recommends approval.

Project Implications: This contract requires professional licenses, equipment, and technicians skilled to perform preventive swimming pool maintenance and repairs. This contract is needed to ensure the health and safety of the four multipurpose facility pools by providing weekly chemical treatments for pool water systems, monthly on-site preventive and corrective maintenance services, and oversight of any repairs and replacements identified during the operational onsite inspections.

Community Issues/Concerns: The Department is not aware of any issues/concerns regarding this request.

Department Issues/Concerns: If this contract is not approved, the Department would not have the capacity to provide the necessary pool services, such as the labor, skill, and equipment to perform the required corrective pool maintenance and repairs, which could result in the closure of all pools located in the four multipurpose facilities.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0207	3/20/2024	\$109,824.00
Renewal No. 1	24-0711	11/6/2024	\$130,000.00
Amendment No. 1			\$94,700.00
Total Revised Amount			\$334,524.00

Contract & Compliance Information

Contract Value: \$94,700.00

Prime Vendor: United Pool Maintenance
Prime Status: Non-Minority

Location: Roswell, GA
County: Fulton County
Prime Value: \$94,700.00 or 100.00%
Subcontractor: None

Total Contract Value: \$94,700.00 or 100.00%
Total Certified Value: \$-0-

Exhibits Attached

Exhibit 1: Amendment No. 1
Exhibit 2: Performance Evaluation

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$109,824.00
Previous Adjustments: \$130,000.00
This Request: \$94,700.00
TOTAL: \$334,524.00

Fiscal Impact / Funding Source

Funding Line 1:

100-183-183S-1116: General Funds, Senior Services, Building Maintenance & Repair - \$23,600.00

Funding Line 2:

100-183-183T-1116: General Funds, Senior Services, Building Maintenance & Repair - \$23,900.00

Funding Line 3:

100-183-183U-1116: General Funds, Senior Services, Building Maintenance & Repair - \$23,600.00

Funding Line 4:

100-183-183V-1116: General Funds, Senior Services, Building Maintenance & Repair - \$23,600.00

Key Contract Terms	
Start Date: 3/5/2025	End Date: 12/31/2025
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Yes

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

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: United Pool Maintenance of Georgia, LLC

Contract No.: 23ITB125742A-BKJ – Pool Maintenance and Repair

Address: 1245 Alpharetta Street

City, State: Roswell, GA 30075

Telephone: (678) 384-4400

E-mail: brad@unitedpools.com

Contact: Brad Nassaur
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with United Pool Maintenance of Georgia, LLC to provide pool maintenance, repair and preventive maintenance for all four Senior Multipurpose Facilities, dated March 31, 2024, on behalf of the Department of Senior Services; and

WHEREAS, the County is now amending the contract to increase the spending authority in an amount not to exceed \$94,700; and

WHEREAS, the County is amending the contract for the Department of Real Estate and Asset Management to be responsible for administering the contract; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____, 2025, BOC Item Number _____.

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

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 2025, between the County and United Pool Maintenance of Georgia, LLC, who agree that there are no changes in terms and conditions, and services will continue to be provided at the same level required for the project of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** No change in Scope of Work.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor at an increased reimbursable rate of \$94,700.
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

**UNITED POOL MAINTENANCE
OF GEORGIA, LLC**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Brad Nassaur
Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

Ladisa Onyiliogwu, Director
Department of Senior Services

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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Performance Evaluation Details

ID	E3
Project	Pool Maintenance
Project Number	21ITB000011A-CJC
Supplier	United Pool Maintenance, LLC
Supplier Project Contact	Brad Nassaur (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	08/01/2024 to 10/31/2024
Effective Date	03/26/2025
Evaluation Type	Formal
Interview Date	10/10/2024
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	03/26/2025 09:27 AM EDT
Completion Date	03/26/2025 09:27 AM EDT
Evaluation Score	82

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

17/20

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments

The quality of work is fine. We don't have any problems with the work once completed. If we do, we call and they accomodate us as soon as possible.

TIMELINESS OF PERFORMANCE

17/20

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments

Response time to our problems is good. Sometimes there might be a small lag in time due to securing their sub-contractor but this doesn't happen much.

BUSINESS RELATIONS

17/20

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments

The business relationship is good. We've had a couple of meetings when there were differences in opinions however, upon meeting we always came to an agreement moving forward.

CUSTOMER SATISFACTION

17/20

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments

The department's satisfaction with this vendor is good. We have had to address issues with billing and disruptions in services as a result of billing but we've met on this and other issues and all parties are in agreement moving forward.

COST CONTROL

14/20

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments

The Senior Services receives many repair invoices in which most are very technical and hard for the average person to understand. As a result, sometimes we are amazed by the cost of the parts and labor but much of the surprise is due to our lack of understanding, coupled with our immediate need to get the problem fixed. When we have questions regarding the cost the contractor will take the time to explain.

GENERAL COMMENTS

Comments

Overall, we work well with this contractor. They have provided us with good professional pool maintenance and repair services. Whenever there were misunderstandings we came together to find a resolution. We appreciate the work and dedication they have shown in assisting the department in keeping our four pools open and safe for our participants and aquatics team to use.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0265

Meeting Date: 4/2/2025

Department

Public Works

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

Request approval to increase the spending authority - Department of Public Works, 24ITB230702A-BKJ, Valve Assessment in an amount not to exceed \$363,270.60 with Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL), to provide valve condition assessment services. 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)*

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: The Department of Public Works is requesting an increase in spending authority to the 2024 PO #24ITB230702A-KKJ(R1) with Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL) in the amount of \$363,270.60 to cover an additional \$300,000.00 approved as an enhancement to the 2025 operations and maintenance budget and an additional \$63,270.60 to provide sub-centimeter GPS mapping accuracy to the new assessed valves and fire hydrants, and reshoots to previous sub-foot GPS accuracy assets.

Scope of Work: This contract focuses on the assessment and documentation of valves and fire hydrants throughout the North Fulton water service area. The contractor is responsible for locating, accessing, and cleaning the valve structures as well as cycling the valves within agreed-upon torque limits. Additionally, the contractor is collecting sufficient attributes per valve for inventory and GIS location purposes and documents any additional work orders that may be necessary to bring a valve back to full operability.

The original contract specified sub-foot GPS accuracy; however, the GIS Team indicated that previous assets were captured with sub-centimeter accuracy which provides a higher level of accuracy when locating the assets. The vendor has agreed to provide this additional level of accuracy at a cost of \$63,270.60. Additionally, although the 2024 contract was approved by the BOC on June 5, 2024 in an amount of \$600,000, the 2024 Purchase Order was not issued until September 25, 2024. Because the full contract scope of work couldn't be completed in the last trimester of 2024 and the total amount wasn't spent. Public Works requested and was approved to use \$300,000.00 (of the \$600,000.00 already approved in the 2024 PO) as part of the 2025 contract as part of the 2025 budget process. Therefore, the Purchase Order needs to be increased to include the approved enhancement and the higher accuracy level. Money is available for these expenses in the existing 2025 Public Works O&M budget for this expense.

Community Impact: This project enhances the operability of water distribution system valves within the transmission and distribution water main lines and will allow staff to isolate water main breaks more quickly.

Department Recommendation: The Department of Public Works recommends approval of the increase in spending authority request.

Project Implications: Execution of this project will be beneficial to the County's water customers by decreasing the number of customers affected by water main breaks because valves can be used to isolate the affected service area.

Community Issues/Concerns: Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: Public Works does not have any issues or concerns.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	24-0396	06/05/2024	\$600,000.00
1st Renewal	24-0736	11/06/2024	\$600,000.00
2 nd Renewal			\$.00
Amendment #1		4/2/2025	\$363,270.60
Total Revised Amount			\$1,563,270.60

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

Contract Value: \$363,270.60**Prime Vendor:** Pure Technologies, U.S. Inc., d/b/a Wachs Water Services**Prime Status:** Non-Minority**Location:** Buffalo Grove, IL**County:** Lake County**Prime Value:** \$363,270.60 or 100.00%**Total Contract Value:** \$363,270.60 or 100.00%**Total Certified Value:** \$0.00**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Amendment Agreement

Exhibit 2: Contractor Performance Report

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

Adriana Bustillos, Interim Deputy Director Water Distribution, 404-612-7407

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,200,000.00

Previous Adjustments: \$0.00

This Request: \$363,270.60

TOTAL: \$1,563,270.60

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

203-540-5453-1160: Water & Sewer R&E, Public Works, Professional Services - \$363,270.60

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

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
4/1/2024

Report Period End:
6/30/2024

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Pure Technologies US Inc. dba Wachs Water Services

Contract No.: 24ITB230702A-BKJ, Water Valve Assessment

Address: 8920 State Route 108 Suite D
City, State Columbia, MD 21045

Telephone:

Email: tracy.miller@xylem.com

Contact: Tracy Miller,
Office Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Pure Technologies U.S., Inc d/b/a Wachs Water Services., to provide valve condition assessment services, dated 5th day of June 2024, on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover an additional \$300,000.00 approved as an enhancement to the 2025 operations and maintenance budget and an additional \$63,270.60 to provide sub-centimeter GPS mapping accuracy to the new assessed valves and fire hydrants; and

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on _____ and _____.

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

This Amendment No. 1 to Form of Contract is effective upon BOC approval through as of the 31st day of December 2025, between the County and Pure Technologies U.S., Inc. d/b/a Wachs Water Services (Buffalo Grove, IL), who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** This contract focuses on the assessment and documentation of valves and fire hydrants throughout the North

Fulton water service area. The contractor will be responsible for locating, accessing, and cleaning the valve structures as well as cycling the valves within agreed-upon torque limits. Additionally, the contractor will collect sufficient attributes per valve for inventory and GIS location purposes and document any additional work orders that may be necessary to bring a valve back to full operability.

The original contract specified sub-foot GPS accuracy; however, the GIS Team indicated that previous assets were captured with sub-cm accuracy which provides a higher level of accuracy when locating the assets. The vendor has agreed to provide this additional level of accuracy at a cost of \$63,270.60. Additionally, although the 2024 contract was approved by the BOC on June 5, 2024 in an amount of \$600,000, the 2024 Purchase Order was not issued until September 25, 2024. Because the full contract couldn't be completed in the last trimester of 2024 and the total amount wasn't spent, the Department requested and was approved to use \$300,000.00 (of the \$600,000.00 already approved in the 2024 PO) as part of the 2025 contract. Therefore, the Purchase Order needs to be increased to include the approved enhancement and the higher accuracy level. Money is available for these expenses in the existing 2025 Public Works O&M budget for this expense.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor in an amount not to exceed \$363,270.60 (Three Hundred Sixty-Three Thousand Two Hundred Seventy Dollars and Sixty Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**PURE TECHNOLOGIES U.S. INC.
DBA WACHS WATER SERVICES**

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Todd Huffman,
Vice President

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

David Clark, Director
Public Works Department

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RM: _____ REGULAR MEETING
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ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING

Performance Evaluation Details

ID	E3
Project	Water Valve Condition Assessment and Evaluation and Minor Repair
Project Number	CO-OP 2016-1585
Supplier	Pure Technologies U.S. Inc. DBA Wachs Water Services
Supplier Project Contact	Brad Gresham (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2024 to 06/30/2024
Effective Date	08/05/2024
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	08/05/2024 01:44 PM EDT
Completion Date	08/05/2024 01:44 PM EDT
Evaluation Score	100

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met, minor problems, highly effective corrective actions.

Comments

Contractor has demonstrated an outstanding performance level, no quality problems, all performance/specification requirements met.

TIMELINESS OF PERFORMANCE

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, all on-time deliveries to the Government's benefit.

Comments

Contractor has demonstrated an outstanding performance level, significantly exceeded delivery requirements, on-time deliveries to the County's benefit.

BUSINESS RELATIONS

20/20

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments

Contractor has demonstrated an outstanding performance level.

CUSTOMER SATISFACTION

20/20

Rating

Outstanding: Contractor representative proactively communicates performance/specification issues to the User Department, highly professional and responsive.

Comments

Contractor representative proactively communicates project progress.

COST CONTROL

20/20

Rating

Outstanding: Compliance with contract pricing, all cost discrepancies are clearly identified with explanation; compliance with invoice submission requirements/price substantiation.

Comments

Compliance with contract pricing, invoice submittal.

GENERAL COMMENTS

Comments

Not Specified



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0266

Meeting Date: 4/2/2025

Department

Public Works

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

Request approval of a recommended proposal - Department of Public Works, RFP 24RFP0808K-DB; the Progressive Design/Build for Johns Creek Environmental Campus Membrane System Replacement, to provide Progressive Design-Build Services ("PDB Services") for the design and construction of Johns Creek Environmental Campus (JCEC) Expansion and Membrane System Upgrade Project Phase. Effective for 180 consecutive days upon issuance of the Notice to Proceed.

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

In accordance with the State of Georgia O.C.G.A. § 36-91-1, *et seq.*, Georgia Local Government Public Works Construction Law, all competitive sealed bids costing \$100,000 or more for public works construction projects shall be forwarded to the Board of Commissioners for approval.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background: JCEC is located at 8100 Holcomb Bridge Rd in Roswell and operates under NPDES Permit GA0038831. The plant treats wastewater from residential, commercial, and industrial users in North Fulton County, primarily east of GA 400. The County's intention is to proactively upgrade and replace the membrane system, which is original to the 2009 plant construction.

Since its startup in 2009, the plant has been permitted to discharge a combined total of 15 MGD

monthly average flow to the Chattahoochee River and the Johns Creek reuse system. Additionally, the County holds 5 MGD of treatment capacity through the former, and now closed, Cauley Creek permit. The Department of Public Works (DPW) desires to add the 5 MGD capacity to JCEC's existing 15 MGD capacity to increase JCEC's total capacity to 20 MGD average monthly flow.

Scope of Work: This project will require all the management, engineering, design, procurement, construction, and start-up services necessary to complete the Project while also maintaining complete effluent compliance. The following is a general list of services required through each phase of this project:

- Management and coordination of all preconstruction and construction work.
- Design of the replacement membrane system including other upgrades necessary to allow the plant to treat 20 MGD of wastewater flow.
- Obtaining all necessary permits from all required authorities. For all regulatory approvals, the selected company will produce any required study or document and complete all necessary steps for approval, including responding to review comments.
- Close coordination with the County, including preparing for and participating in meetings, design coordination, and resolving issues.
- Implementation of preconstruction and construction Quality Assurance and Quality Control Programs which will include but are not limited to validation of design criteria, ensuring the adequacy of drawings and specifications, and coordinating across design disciplines and trades.
- Completing project schedule and progress reports, which will include but are not limited to project narratives and summaries, budgeting values and actual costs, scheduling updates, etc.
- Lead and coordinate public outreach, as necessary.

Community Impact: The replacement of the membrane system and preparation for the expansion of the JCEC wastewater plant is necessary to serve anticipated growth in this portion of North Fulton County.

Department Recommendation: Public Works recommends that Ruby-Collins/Brown and Caldwell JV be awarded the Progressive Design Build JCEC Campus Expansion and Membrane System Upgrade Project.

Project Implications: Without the JCEC Campus Expansion and Membrane System Upgrade Project anticipated growth in the North Fulton area may be restricted.

Community Issues/Concerns: No community Issues or Concerns are known to Public Works.

Department Issues/Concerns: The Department of Public Works has no issues or concerns with this project.

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

Contract Value: \$794,000.00

Prime Vendor: Ruby Collins & Brown and Caldwell (JV 90/10)
Prime Status: Non-Minority
Location: Smyrna, GA
County: Cobb County
Prime Value: \$627,260.00 or 79.00%

Subcontractor: S. L. King
Subcontractor Status: African American Male Business Enterprise
Location: Atlanta, GA
County: Fulton County
Contract Value: \$127,040.00 or 16.00%

Subcontractor: Q Solutions
Subcontractor Status: Asian American Female Business Enterprise
Location: Tucker, GA
County: DeKalb County
Contract Value: \$31,760.00 or 4.00%

Subcontractor: VLW Group
Subcontractor Status: African American Male Business Enterprise
Location: Decatur, GA
County: DeKalb County
Contract Value: \$7,940.00 or 1.00%

Total Contract Value: \$794,000.00 or 100.00%
Total Certified Value: \$166,740.00 or 21.00%

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Performance Evaluation

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

David Clark, Director of Public Works

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$794,000.00
TOTAL: \$794,000.00

Fiscal Impact / Funding Source**Funding Line 1:**

203-540-5400-I064: Water & Sewer R&E, Public Works, \$794,000.00

Key Contract Terms	
Start Date: Issuance of NTP	End Date: 180 consecutive days upon issuance of the Notice to Proceed.
Cost Adjustment:	Renewal/Extension Terms:

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: March 4, 2025

PROJECT: 24RFP0808K-DB; The Progressive Design/Build Johns Creek
Environmental Campus Membrane System Replacement

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 firms submitted a proposal for evaluation and consideration for award of this project:

1. Ruby-Collins/Brown and Caldwell joint venture
2. Western Summit / Anatek Construction 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 **Ruby-Collins/Brown and Caldwell joint venture**, with a total score of **90.20** is the recommended vendor for the award of #24RFP0808K-DB; The Progressive Design/Build Johns Creek Environmental Campus Membrane System Replacement.

Evaluation Committee Recommendation Letter
March 4, 2025
Page | 2

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

Signed by:

R. Barnes

Roy Barnes, Deputy Director
Public Works

DocuSigned by:

OP Shukla

OP Shukla, Operations Administrator
Public Works

Signed by:

Brandon Ward

Brandon Ward, Wastewater Collection & Reclamation
Public Works

Signed by:

Walter Rekuc

Walter Rekuc, Construction Project Manager
Public Works

Evaluation Committee Recommendation Letter
 March 4, 2025
 Page | 3

EVALUATION CRITERIA	WEIGHT	Ruby-Collins/Brown Caldwell jv	Western Summit/Anatek Const. jv
Cover Letter and Executive Summary	8	7.20	6.40
Project Delivery Approach	15	14.25	10.50
Project Management Approach	15	12.75	12.75
Qualifications of Key Personnel and Past Project Collaboration	20	18	15
Past Performance and Relevant Project Experience	15	13.50	13.50
Availability of Key Personnel	5	4.50	4.50
Local Preference	5	5	5
Service Disabled Veterans Preference	2	0	0
Cost Proposal	15	15	12.56
TOTAL SCORE:	100.00	90.20	80.21

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

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Director
Purchasing & Contract Compliance

FROM: David E. Clark, Director

DATE: March 11, 2025

SUBJECT: 24RFP0808K-DB – The Progressive Design
Build/Johns Creek Environmental Campus
Membrane System Replacement

The vendor listed below has never provided professional services, as a prime contractor, for Fulton County Public Works.

Project No.: 24RFP0808K-DB

Project Title: The Progressive Design/Build Johns Creek Environmental Campus
Membrane System Replacement

Vendor: Ruby Collins/Brown & Caldwell JV
900 Hammond Drive, Suite 500
Atlanta, GA 30328

Funding is available in the following account: 203-540-5400-1064

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.: 25-0267

Meeting Date: 4/2/2025

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 25ITB124532K-JAJ, Runway 8/26 Pavement Rehabilitation in an amount not to exceed \$2,482,900.00, with C.W. Matthews Contracting Company, Inc., to furnish all materials, labor, tools, equipment and appurtenances necessary to provide pavement rehabilitation services to the main runway at the Fulton County Executive Airport. Effective upon issuance of the Notice to Proceed for 180 available days.

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

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)*

Infrastructure and Economic Development

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 construction project consists of rehabilitating the existing pavement on the main runway 8-26. The project scope will include variable pavement milling, sealing existing cracks, asphalt inlay, pavement marking and pavement grooving. Bituminous pavement milling will need to be performed so that appropriate tie- ins to surrounding pavements can be accomplished. The limits of the work will extend along entire length of RW 8-26 and connecting pavement areas.

Scope of Work: This project is being funding jointly by the Georgia Department of Transportation

and Fulton County. GDOT awarded Fulton County a grant to cover 75% of the total cost of this project in August 2024 and the grant was accepted by the Board of Commissioners on September 18, 2024 as part of Agenda Item #24-0586. Therefore, GDOT is expected to pay \$1,862,175 of the total cost and Fulton County will be responsible for the remaining \$620,725.

The bid package included a base bid as well as an alternate bid. The base bid included completing the work on a typical 12-hour a day work schedule while the alternate bid included completing the work on a continuous basis 24 hours a day / 7 days a week (weather permitting) until the work is completed. The bids are summarized below:

Vendor	Base Bid	Alternate Bid
CW Matthews	\$2,363,940.00	\$2,482,900.00
ER Snell	\$2,364,454.00	\$2,698,089.76

As noted in the table, CW Matthews provided the lowest bid for both the base bid work as well as the alternate bid. Given the low additional cost associated with the alternate bid over the base bid, \$118,960.00, Public Works is recommending that the BOC award the contract to CW Matthews under the alternate bid since it will be the least disruptive to the overall operation at the airport. The award is for 180 available days following the issuance of the Notice to Proceed because the pavement rehabilitation work will require the airport to close. Because there are certain days that the airport will have to remain open, the contract period is only for days the airport will be able to close and CW Matthews will be able to perform the work specified in the contract.

Community Impact: This project will address the overall condition of the main runway and ensure its overall condition is maintained to safely accommodate the take-off and landing of aircraft.

Department Recommendation:

The Department of Public Works recommends approval of a contract to CW Matthews Contracting Company for the alternate bid.

Project Implications: The Fulton County Executive Airport is currently preparing for a significant increase in aircraft operations at the airport in 2026 with Atlanta hosting several FIFA World Cup matches. Therefore, Public Works is working very closely with GDOT to ensure the airport is ready for additional traffic. Based on the anticipated improvement schedule, the pavement rehabilitation work is expected to occur in late July or early August 2025.

Community Issues/Concerns: Public Works is not aware of any community issues or concerns.

Department Issues/Concerns: Public Works does not have any issues or concerns.

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

Contract Value: \$2,482,900.00

Prime Vendor: C. W. Matthews Contracting Company, Inc.

Prime Status: Non-Minority

Location: Marietta, GA

County: Cobb County

Prime Value: \$1,667,267.35 or 67.15%

Subcontractor: Cardinal International Grooving & Grinding

Subcontractor Status: Non-Minority

Location: Conshohocken, PA

County: Montgomery County

Contract Value: \$195,900.81 or 7.89%

Subcontractor: Hasco, Inc.

Subcontractor Status: White Female Business Enterprise

Location: Greensboro, NC

County: Guilford County

Contract Value: \$619,731.84 or 24.96%

Total Contract Value: \$2,482,900.00 or 100.00%

Total Certified Value: \$619,731.84 or 24.96%

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Performance Evaluation

Exhibit 3: Recommendation Memo

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

David Clark, Director of Public Works

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$2,482,900.00
TOTAL: \$2,482,900.00

Fiscal Impact / Funding Source**Funding Line 1:**

461-540-5400-ARCC: Grant, Public Works - \$1,862,175 (75% of the total contract)

Funding Line 2:

511-540-5400-T326: T-Splost Projects-FID, Public Works, Charlie Brown Airport Matching Funds - \$620,725 (25% required Fulton County Match)

Key Contract Terms	
Start Date: From NTP	End Date: 180 available days
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
8/30/2019

Report Period End:
3/31/2020



Department of Purchasing & Contract Compliance

BID TABULATION SHEET Runway 8-26 Pavement Rehabilitation

PROJECT NUMBER: #25ITB124532K-JAJ
DATE: March 12, 2025
TOTAL NUMBER OF BIDDERS: 2

James Jones, APA
CAPA
Page 1 of 1

*	CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	LICENSE YES/NO	E-verify Number
	C.W. Matthews Contracting Co., Inc.	Yes	\$2,363,940.00	Yes	32751
	E.R. Snell Contractor, Inc.	Yes	\$2,364,454.00	Yes	2214

*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: David Clark, Director *DC*
DATE: March 17, 2025
SUBJECT: Bid #25ITB124532K-JAJ, Runway 8/26 Pavement Rehabilitation

On March 12, 2025, the Department of Purchasing opened the subject Invitation to Bid (ITB). There were two (2) responses. C.W. Matthews Contracting Company, Inc. provided the lowest responsive and responsible bid and alternate bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, C.W. Matthews Contracting Company, Inc., in the amount of \$2,482,900.00 for the alternate bid to provide services in the pavement rehabilitation of the main runway 8/26 at the Fulton County Executive Airport.

Funding is available in the following accounts:

461-540-5400-ARCC: \$1,862,175.00 (75% Grant provided by GDOT)
511-540-5400-T3260: \$620,725.00 (25% required grant match by Fulton County)

If you require additional information, please contact David Clark 404-612-2804.

cc: Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
James Jones, Purchasing Agent, Purchasing



Department of Purchasing & Contract Compliance

BID TABULATION SHEET Runway 8-26 Pavement Rehabilitation

PROJECT NUMBER: #25ITB124532K-JAJ
DATE: March 12, 2025
TOTAL NUMBER OF BIDDERS: 2

James Jones, APA
CAPA
Page 1 of 1

*	CONTRACTOR'S NAME	BID BOND YES/NO	TOTAL BASE BID AMOUNT	LICENSE YES/NO	E-verify Number
	C.W. Matthews Contracting Co., Inc.	Yes	\$2,363,940.00	Yes	32751
	E.R. Snell Contractor, Inc.	Yes	\$2,364,454.00	Yes	2214

*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.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

August 16, 2024

Via Email

The Honorable Robb Pitts, Chairman
Fulton County Board Of Commissioners
141 Pryor Street SW, 10th Floor
Atlanta, GA 30303

Dear Chairman Pitts:

The Department is pleased to announce a tentative allocation of state funding assistance in the amount of \$2,611,980 to **Rehabilitate Runway 8-26** as well as federal funding assistance to include AIP and BIL in the amount of \$3,484,000 for **Customs and Broder Protection (CBP) Facility, Phase I** at the Fulton County Executive Airport at Charlie Brown Field.

Please confirm, by letter, no later than **September 23, 2024**, your intent to proceed with and fund this project in the state's Fiscal Year 2025, which ends June 30, 2025. State and/or federal funding if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. **These projects will require matching funds from Fulton County estimated in the amount of \$1,070,660.** This is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project. Any work seeking reimbursement with federal funds must have been reviewed and approved by the Department prior to work commencing to be considered eligible.

As a reminder, projects containing professional services estimated to be over \$100,000 require an independent fee estimate (IFE) be conducted in accordance AC 150/5100-14E - Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. These services are eligible for reimbursement at 90%.

Lew Walker has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a confirmation letter. See attached example.

Please contact Lew Walker, Aviation Project Manager, at 678-315-6514 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Leigh Ann Trainer

Digitally signed by Leigh Ann Trainer
DN: C=US, E=ltrainer@dot.ga.gov,
O=GDOT, OU=Division of
Intermodal, CN=Leigh Ann Trainer
Date: 2024.08.16 12:44:30-04'00'

Leigh Ann Trainer, Assistant Director
Division of Intermodal

cc: Stacey Key, State Transportation Board
Jonathan Gauthier, Airport Manager

Attachment



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0268

Meeting Date: 4/2/2025

Department

Police

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

Request approval to utilize cooperative purchasing - Police Department, City of Atlanta Contract # IFB-IF-APD-2311-1240151, Inspection and Repair Services for Helicopter in the amount not to exceed \$450,000.00 with Rotor Resources, LLC (Hiram, GA), to provide an engine overhaul. Effective dates: Upon BOC approval through December 31, 2025.

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

In accordance with Purchasing Code Section 102-462, the procurement of any services or supplies on behalf of the County pursuant to any state contract or cooperative purchasing transaction or contract established by a public procurement unit for an amount over \$100,000.00 shall be forwarded to the BOC for approval.

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

Justice and Safety

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 Fulton County Police Helicopter is required to have an engine overhaul completed at 3500 hours by Bell Helicopters which, based on current hours of 3427, will be required mid-year 2025. This request will comply with the maintenance requirement.

Scope of Work: The engine components of the aircraft will be completely overhauled and re-installed to meet the manufacturer required maintenance interval.

Community Impact: Completing this required maintenance allows the aircraft to remain in service and available while maintaining airworthiness.

Department Recommendation: The Police Department recommends approval.

Project Implications: Per Bell Helicopters the overhaul is required to maintain airworthiness and to reduce risk of catastrophic engine failure. Failure to complete the required service will result in the air asset being grounded and placed out of service.

Community Issues/Concerns: Completing the service poses no community issues or concerns

Department Issues/Concerns: Failure to complete the overhaul will result in loss of critical air asset which assist with police activities as well as rescue operations withing Fulton County.

Contract Modification: This is a new procurement.

Contract & Compliance Information

N/A

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

Exhibit 1: City of Atlanta Award Letter - Rotor Resources, LLC

Exhibit 2: Performance Evaluation

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

W. Wade Yates, Chief of Police, Police Department, 404-613-5705

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0.00
Previous Adjustments:	\$0.00
This Request:	\$450,000.00
TOTAL:	\$450,000.00

Grant Information Summary

Agenda Item No.: 25-0268

Meeting Date: 4/2/2025

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:

301-320-3212-1449: Fulton Industrial District, Police, Helicopter Maintenance & Repairs

Key Contract Terms	
Start Date: Upon BOC approval.	End Date: 12/31/2025
Cost Adjustment: NA	Renewal/Extension Terms: No renewal options.

Overall Contractor Performance Rating: 100

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/26/2025

Report Period End:
2/15/2025



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 546-1000

Andre Dickens
Mayor

Jaideep Majumdar
Chief Procurement Officer

Excellence in VALUE CREATION through Partnership, Collaboration, and Innovation

DATE: 1/9/2024

CONTACT NAME: Leigh W. Caffrey

VIA EMAIL: caffrey@bellsouth.net

CONTACT TITLE: CEO

BUSINESS NAME: Rotor Resources, LLC

ADDRESS: 169 Commodore Path

CITY, STATE, ZIP: Hiram, Ga 30141

Re: Notice of Award of Contract – **IFB-IF-APD-2311-1240151**

Name of Project: **Inspection and Repair Services for Helicopter**




Dear Ms. Caffrey:

Congratulations. The City of Atlanta has determined that you are eligible for Award of Contract under the above-referenced IFB. For purposes of this letter, the terms “you” or “your” shall be deemed to refer to yourself or your firm, as the case may be.

Pursuant to Section 15 of the Requirements set forth in Instructions to Bidders of such IFB, you agreed to be bound by the terms and conditions of the IFB, and the City’s Standard Purchase Order, with no exceptions. The awarded period of the contract is from 01/10/2024 through 01/09/2027.

To accept this Award, please sign below and return a copy via email within five (5) business days from the date of this letter.

If you should have any questions or concerns, please do not hesitate to contact your Category Specialist, Audrey Dixon, via email adixon@atlantaga.gov.

DocuSigned by:

82EC3BBEA89A424...
Jaideep Majumdar
Chief Procurement Officer

cc: Yolonda Paschal APD Business Manager II

ACCEPTED:



Rotor Resources, LLC

Date: 01/08/2024 enter a date.

Performance Evaluation Details

ID	E2
Project	: Inspection and Repair Services for Helicopter
Project Number	IFB-IF-APD-2311-1240151
Supplier	Rotor Resources, LLC
Supplier Project Contact	Leigh W Caffrey (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/26/2025 to 02/15/2025
Effective Date	02/17/2025
Evaluation Type	Formal
Interview Date	02/17/2025
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	02/17/2025 08:50 AM EST
Completion Date	02/17/2025 08:50 AM EST
Evaluation Score	100

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

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Rotor Resources provides a quality service and uses excellent parts / accessories on our aviation asset.

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Rotor Resources has completed all service work in a very timely manner with limited interruption of service to Fulton County Police.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

20/20

Rating

Outstanding: Extraordinary quality of deliverables that exceeds requirements in all areas and finished product presents a degree of innovation in work.

Comments

All of the personnel at Rotor Resources exhibit knowledge of the aircraft maintenance process and provide an outstanding service to the Fulton County Police Department.

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

The service manager, Paul, provides the upmost customer service when it comes to interacting with Fulton County Police personnel. He keeps me updated on a daily basis on any matter that comes up and is very responsive to any inquiries I have.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Rotor Resources has provided excellent service in a timely manner. They are prompt on addressing any issues / questions that have arose concerning invoices or documents and correct errors in a timely manner as not to delay payment

GENERAL COMMENTS

Comments

Fulton County Police has complete confidence in Rotor Resources as well as Paul when it comes to service of a critical asset.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0216

Meeting Date: 4/2/2025

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

Request approval of a Resolution consenting to and ratifying the use of existing Fulton County Ad Valorem Property Tax Increment for three (3) projects located in Westside Tax Allocation District 1 - Atlanta/Westside. The 3 projects include (1) an allocation not to exceed \$260,000.00 to aid in the redevelopment of a multifamily building in the English Avenue neighborhood located at 471 English Avenue, N.W., Atlanta, Georgia 30318; (2) an allocation not to exceed \$3,500,000.00 to aid in the stabilization, historic preservation and conversion of vacant property located at 143 Alabama Street, SW, Atlanta, Georgia 30330; and (3) an allocation not to exceed \$400,000.00 to provide three new construction and one redeveloped single-family homes within the English Avenue and Vine City communities by the Westside Future Fund. **(Barrett) (HELD ON 3/19/25)**

1 **A RESOLUTION CONSENTING TO AND RATIFYING THE USE OF FULTON COUNTY**
2 **AD VALOREM PROPERTY TAX INCREMENT FOR THREE PROJECTS LOCATED IN**
3 **WESTSIDE TAX ALLOCATION DISTRICT NUMBER 1 - ATLANTA/WESTSIDE.**

4
5 **WHEREAS**, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et*
6 *seq.*, as amended), the City of Atlanta (the “City”), pursuant to Resolution No. 92-R-1575,
7 adopted by the Atlanta City Council (the “City Council”) on December 7, 1992 and
8 approved by the Mayor of the City (the “Mayor”) on December 15, 1992, (i) created the
9 Techwood Park Urban Redevelopment Area and Tax Allocation District Number One -
10 Atlanta/Techwood Park (the “Techwood Redevelopment Area”), (ii) adopted the
11 Techwood Park Urban Redevelopment Plan (the “Techwood Redevelopment Plan”), and
12 (iii) created Tax Allocation District Number One - Atlanta/Techwood Park (the “Techwood
13 TAD”); and
14

15 **WHEREAS**, pursuant to Resolution No. 98-R-0777, adopted by the City Council
16 on July 6, 1998 and approved by the Mayor on July 13, 1998, as amended (the “Westside
17 Resolution”), the City, among other matters, (i) renamed the Techwood Redevelopment
18 Area as The Westside Redevelopment Area and Tax Allocation Bond District (Tax
19 Allocation District Number 1, as Amended - Atlanta/Westside) (the “Westside
20 Redevelopment Area”), (ii) renamed the Techwood Redevelopment Plan as The
21 Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District
22 Number 1, as Amended - Atlanta/Westside) (the “Westside Redevelopment Plan”), (iii)
23 amended the Techwood TAD and established The Westside Tax Allocation Bond District
24 Number 1, As Amended - Atlanta/Westside (the “Westside TAD”), and (iv) expanded the
25 boundaries of the Westside TAD so as to include certain distressed and vacant
26 properties; and
27

28 **WHEREAS**, the City appointed The Atlanta Development Authority d/b/a Invest
29 Atlanta as its redevelopment agent (the “Redevelopment Agent”) pursuant to the
30 Redevelopment Powers Law for the purpose of implementing the redevelopment
31 initiatives set forth in the Westside Redevelopment Plan; and
32

33 **WHEREAS**, pursuant to Resolution No. 98-1452, adopted on November 18, 1998,
34 as amended by Resolution No. 05-0851 adopted on July 20, 2005, and Resolution No.
35 08-1010 adopted on December 17, 2008 (collectively, the “County Resolution”), the
36 Fulton County Board of Commissioners consented to the inclusion of its *ad valorem*
37 property taxes in the computation of the tax allocation increment for the Westside TAD,
38 with certain conditions, through December 31, 2038; and
39

40 **WHEREAS**, pursuant to the County Resolution, projects financed after December
41 31, 2018 with Fulton County *ad valorem* property tax increment generated within the
42 Westside TAD shall be subject to review by Fulton County regarding the terms of its
43 participation in the redevelopment efforts of the Westside TAD; and
44

45 **WHEREAS**, the Redevelopment Agent has requested that the Fulton County
46 Board of Commissioners consent to and ratify the use of Fulton County *ad valorem*

property tax increment to fund three projects approved by its Board of Directors, located in the Westside TAD: (i) \$260,000.00 grant to 471 English Avenue, LLC to convert an existing quadraplex into six multifamily housing units to be located at 471 English Avenue, N.W., Atlanta, Georgia 30318; (ii) \$3,500,000.00 grant to Tapestry Development, Inc., to develop a multiphase, multiuse development to include multifamily housing units and commercial retail space to be located at 143 Alabama Street, N.W., Atlanta, Georgia 30303; and (iii) a \$400,000.00 grant to ATL RE Holdings, LLC d/b/a Westside Future Fund, to develop four (4) single-family homes to be located on scattered sites within English Avenue and Vine City communities (collectively the "Projects") as further described in the Resolutions of the Redevelopment Agent and accompanying Fact Sheets attached collectively as Exhibit A and incorporated herein by reference; and

WHEREAS, the Fulton County Board of Commissioners finds that it is in the public interest to consent to and ratify the use of Fulton County *ad valorem* property tax increment to fund such projects.

NOW, THEREFORE, BE IT RESOLVED, by the Fulton County Board of Commissioners, that the Westside Tax Allocation District grants approved by the Redevelopment Agent on November 21, 2024 and February 20, 2025: (i) a Grant not to exceed Two Hundred Sixty Thousand Dollars (\$260,000.00) to convert an existing quadraplex into six multifamily housing units to be located at 471 English Avenue N.W., Atlanta, Georgia 30318; (ii) a Grant not to exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000.00) to facilitate a multiphase, multiuse development including multifamily housing units and commercial retail space located at 143 Alabama St., NW, Atlanta, Georgia 30303; and (iii) a Grant not to exceed Four Hundred Thousand Dollars (\$400,000.00) to develop four (4) single-family homes on scattered sites within the English Avenue and Vine City communities; all Grants approved by the Redevelopment Agent at its November 21, 2024 and February 20, 2025 Board Meetings, which will ultimately lead to the production of affordable housing in the Westside Tax Allocation District, are hereby ratified, approved, and consented to pursuant to and in accordance with the County Resolution.

BE IT FURTHER RESOLVED, that all provisions of the County Resolution shall remain in full force and effect.

BE IT FURTHER RESOLVED, that any act consistent with the authority of this Resolution and taken prior to the effective date of this Resolution is hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are rescinded to the extent of the conflict only.

BE IT FINALLY RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

92 **PASSED AND ADOPTED** by the Fulton County Board of Commissioners, this
93 ____ day of _____, 2025.

94
95 **FULTON COUNTY BOARD OF COMMISSIONERS**

96
97 SPONSORED BY:

98
99
100
101 _____
102 Dana Barrett, Commissioner
103 (District 3)

104
105
106 ATTEST:

107
108
109 _____
110 Tonya R. Grier
111 Clerk to the Commission

112
113
114 APPROVED AS TO FORM:

115
116
117 _____
118 Y. Soo Jo
119 County Attorney

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT FUND TO 471 ENGLISH AVENUE, LLC IN AN AMOUNT NOT TO EXCEED \$260,000 TO ASSIST IN FUNDING THE RENOVATION AND DEVELOPMENT OF A MULTIFAMILY HOUSING PROJECT KNOWN AS "471 ENGLISH AVENUE", LOCATED AT 471 ENGLISH AVENUE NW, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, 471 English Avenue, a Georgia limited liability company (the "Owner/Developer") or a related entity, intends to convert an existing quadraplex into six multifamily housing units to be located at 471 English Avenue NW, Atlanta, Georgia 30318, (the "Project"); and

WHEREAS, Owner/Developer is an English Avenue legacy resident who participated in Invest Atlanta's Westside TAD Community Builders Program; and

WHEREAS, the Community Builders Program provided resources for three distinct phases of development: Education/Training, Pre-development, and Construction; and

WHEREAS, Owner/Developer successfully completed the first two phases of the Community Builders Program, the project is in a position to commence construction; the final phase of the program; and

WHEREAS, the Owner/Developer has applied for a grant from the Westside TAD Fund to assist in financing the renovation/construction of the building; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Owner/Developer; and

WHEREAS, The Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant to the Owner/Developer for the Project in an aggregate amount not to exceed Two Hundred Sixty Thousand Dollars and No/100 (\$260,000) (the "Project Allocation").

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Fund in an amount not to exceed the Project Allocation to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Owner/Developer, or a related entity, which conditions will be outlined in a development agreement or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair,

Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this 21st day of November, 2024.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Vice Chair

Attest:

Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on November 14, 2024, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 21st day of November 2024.


Assistant Secretary

[SEAL]



ATLANTA DEVELOPMENT AUTHORITY
471 English Avenue, NW– Multifamily Development
Approval of Westside TAD Grant



Summary

To authorize a Westside TAD grant in an amount not to exceed \$260,000 to aid in the redevelopment of a multifamily building in the English Avenue neighborhood.

opportunities, legacy resident retention, increasing access to affordable housing, and providing access to income-generating development opportunities. The program provided resources for three distinct phases of development – education/training, predevelopment, and construction. Having now completed the training and successfully utilized a Community Builder’s predevelopment grant, the project is now in a position to request a WTAD grant to assist in financing the renovation of the building.

Funding Source

Westside TAD - Community Builders Program

Location

471 English Avenue, NW Atlanta, GA 30318
Council District: 3 NPU: M APS District: 2
Fulton County District: 6

Timeline

12- months
 Construction Start Date – March 2025

Project Type

Small Multifamily

Affordability Period

15 years

**Ownership Entity/
Developer**

471 English Avenue, LLC

Description

At completion, the project will convert an existing quadraplex into five units of affordable housing restricted at rents not to exceed 50% AMI and one unrestricted unit. The developer is an English Avenue legacy resident who acquired the property in 2012 and participated in Invest Atlanta’s 2017 Westside TAD Community Builders Program. Foundational objectives of the program include building property revitalization capacity from within the neighborhoods of English Avenue and Vine City, providing access to direct development

Affordability Mix

AMI	# of Units	Unit Floorplan	Sq.ft.	Max. Rent
5 units @ 50% AMI or below				
50%	1	2BR	700	\$1,210
50%	4	1BR	350	\$1,008
1 Unit - Unrestricted				
--	1	2BR	700	--

Development Budget

Sources

Construction Debt	\$400,000
Westside TAD Grant	\$260,000
Total Sources	\$660,000

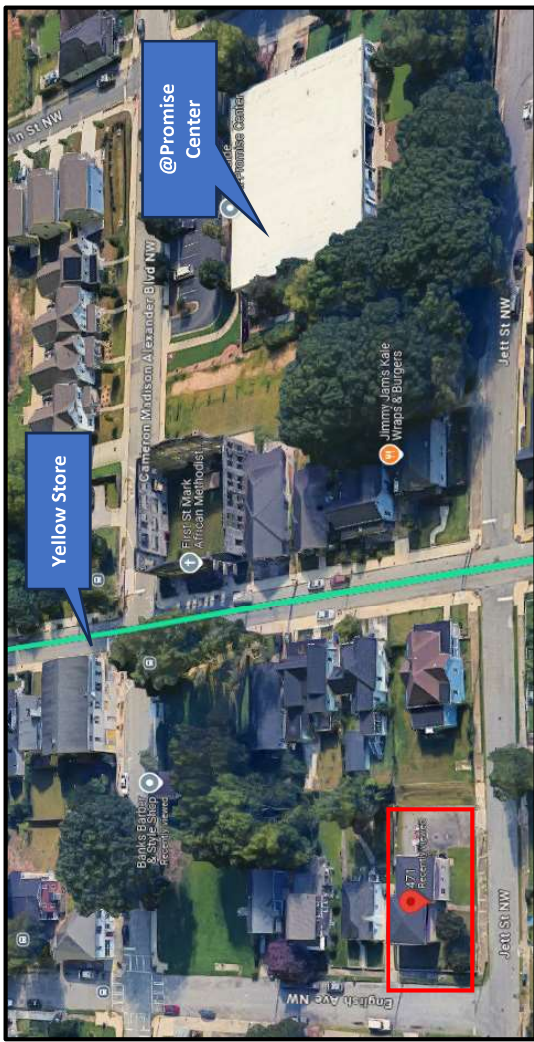
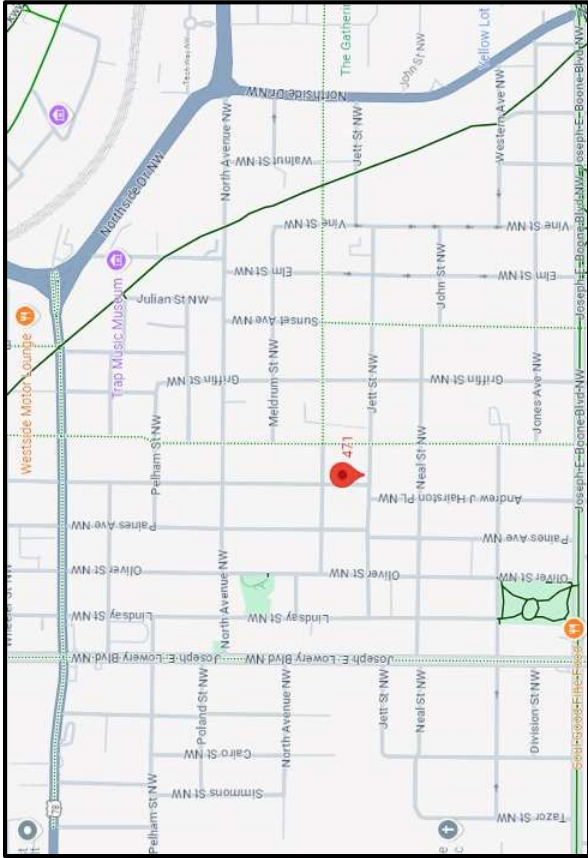
Uses

Hard Costs	\$587,652
Contingency	\$46,485
Financing	\$25,863
Total Uses	\$660,000

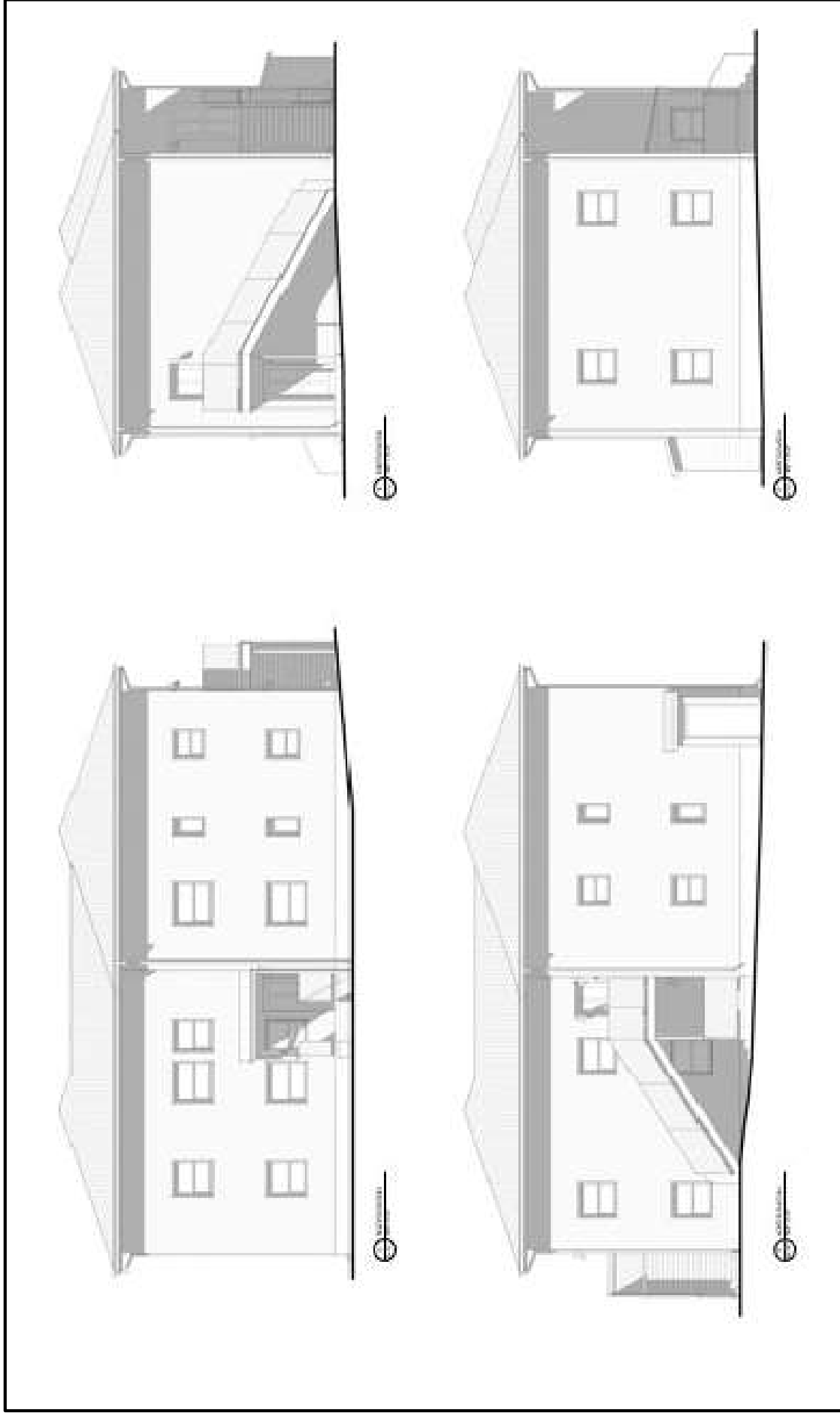
**Relationship
Summary**

- 2017** – Developer was a participant in the Westside Community Builders initiative led by Invest Atlanta.
- 2018** – Developer received a \$12,000 Westside TAD grant to assist with predevelopment costs.

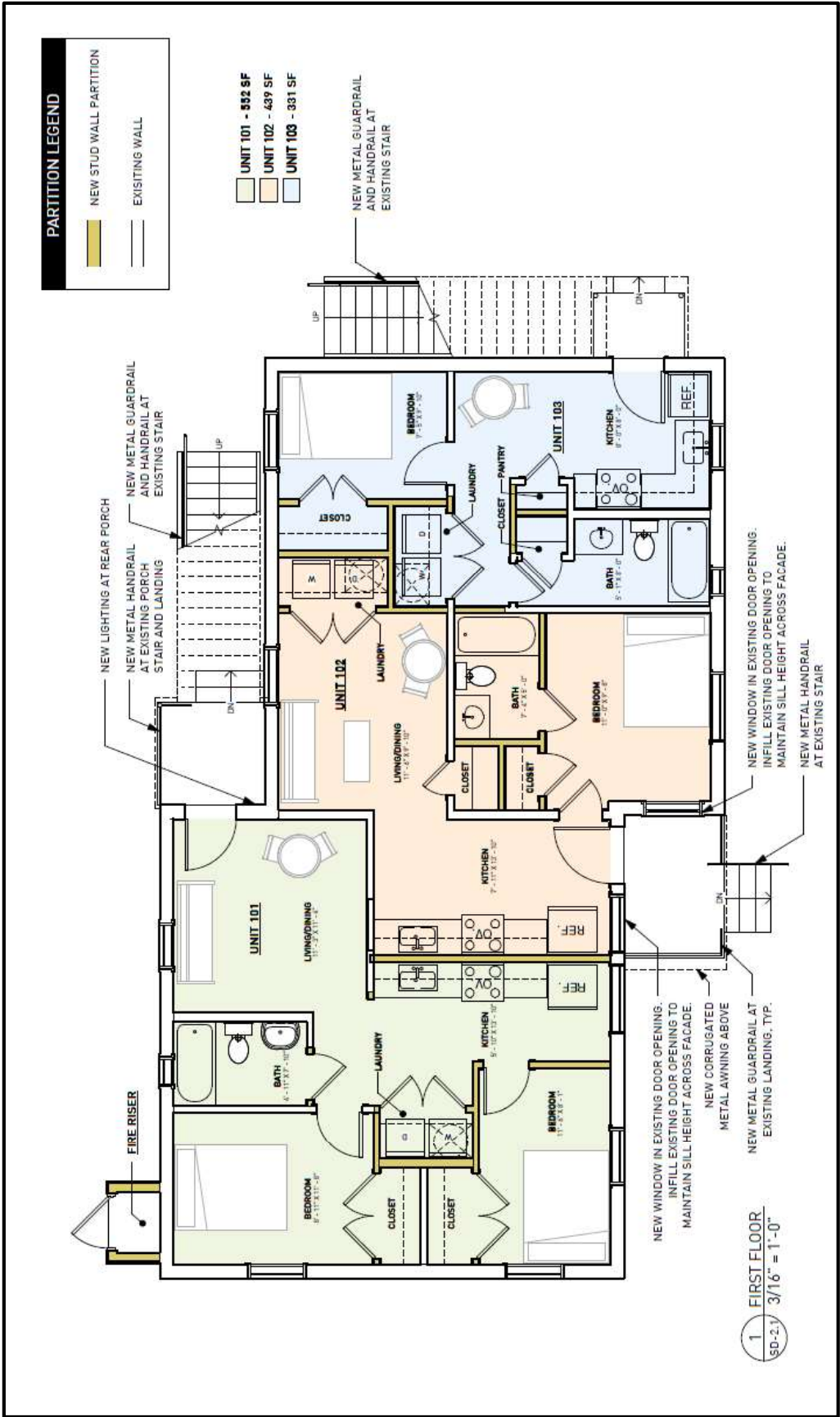
Project Location Map



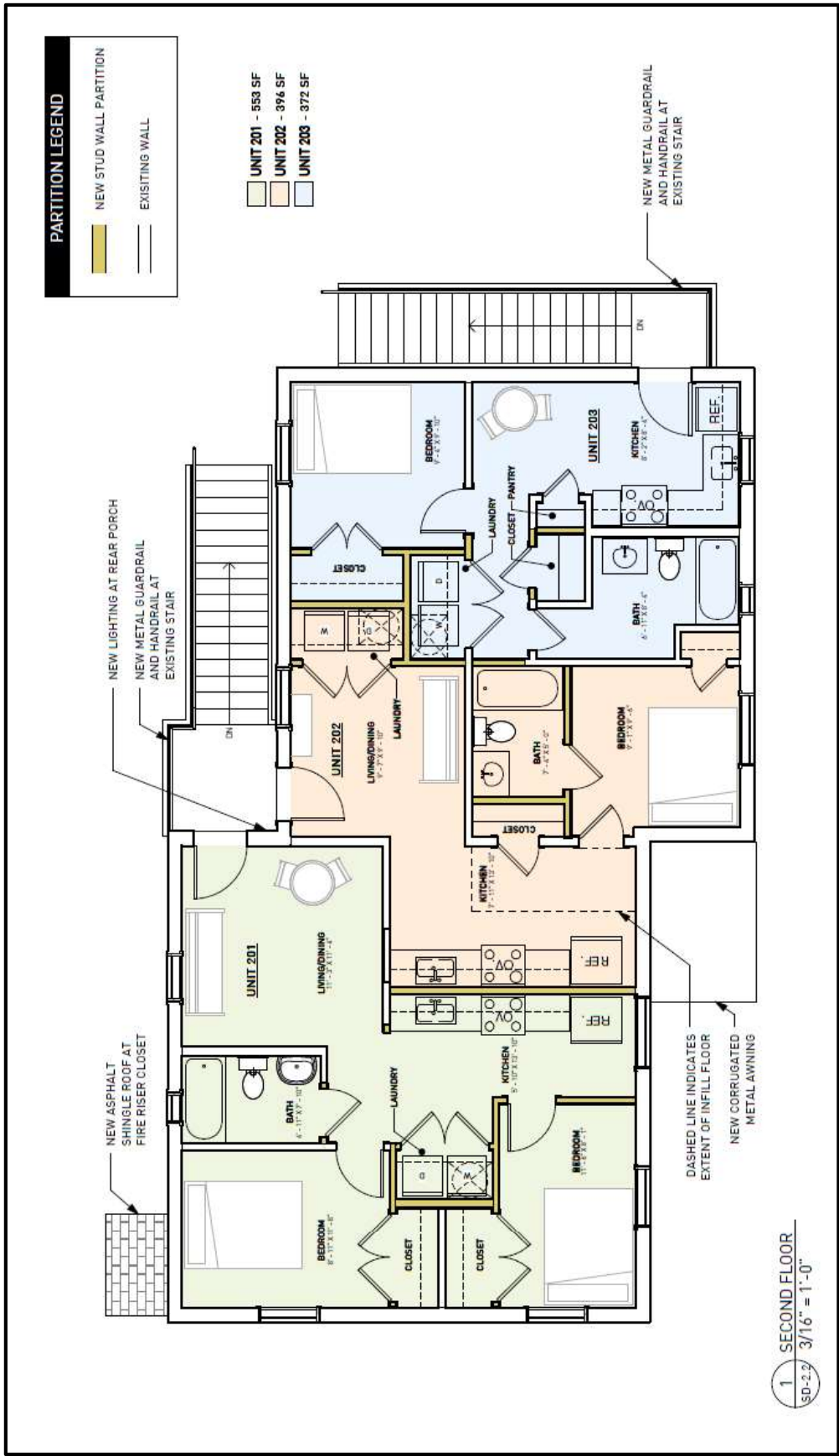
Project Elevations



Floorplan – First Floor



Floorplan – Second Floor



ATLANTA DEVELOPMENT AUTHORITY
471 English Avenue, NW– Multifamily Development
Approval of Westside TAD Grant



Existing Photos



Front View



Side View



Side & Rear View

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING AN ASCENSION GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT TO TAPESTRY DEVELOPMENT, INC., IN AN AMOUNT NOT TO EXCEED \$3,500,000.00 TO ASSIST IN FUNDING THE SITE STABILIZATION, PRESERVATION, AND CONVERSION FOR THE MIXED-USE DEVELOPMENT TO BE KNOWN AS "143 ALABAMA," TO INCLUDE 46 AFFORDABLE MULTIFAMILY UNITS AND COMMERCIAL RETAIL SPACE LOCATED AT 143 ALABAMA ST. NW, ATLANTA, GEORGIA; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997, and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, Tapestry Development, Inc., a Georgia nonprofit corporation (the "Grantee") in collaboration with Gorman & Company, LLC a Wisconsin limited liability company (the "Owner") or a related entity, intends develop a multiphase, multiuse development known as "143 Alabama", to include multifamily housing units and commercial retail space located at 143 Alabama St., NW, Atlanta, Georgia 30303 (the "Project"); and

WHEREAS, the Project will include 46 affordable multifamily units, and twenty percent (20%) of the Project gross leasable area will be leased to small and/or local businesses at a twenty (20%) discount to market rent; and

WHEREAS, the Board of Directors of Invest Atlanta previously approved Owner as the successful development team and respondent of Invest Atlanta's RFP for redevelopment of the long-vacant 143 Alabama building and adjacent property; and

WHEREAS, the Grantee, in collaboration with the Owner, have now applied for a grant from the Westside TAD Fund to provide certain financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Grantee; and

WHEREAS, the Board of Directors of Invest Atlanta now desires to approve a Westside TAD Grant from the special fund to the Grantee, or a related entity, for the Project in an aggregate amount not to exceed Three Million Five Hundred Thousand Dollars and No/100 (\$3,500,000).

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority.** This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project.** Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Ascension Fund in an amount not to exceed Three Million Five Hundred Thousand Dollars and No/100 (\$3,500,000) (the "Project Allocation") to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Grantee and Owner or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Owner. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Owner.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement.** Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Owner, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority.** It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of

Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed.** It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity.** If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

Section 7. **Conflicts.** All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date.** This Resolution shall take effect immediately upon its passage.


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Adopted and approved this 20th Day of February, 2025.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Chair

Attest:


Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on February 20, 2025, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 20th Day of February, 2025.

[SEAL]




Assistant Secretary

ATLANTA DEVELOPMENT AUTHORITY
143 Alabama Redevelopment
Approval of Westside TAD Grant



Summary

To approve a grant of up to \$3,500,000 to assist financing the stabilization, preservation, and conversion of the long-vacant 143 Alabama building and surrounding property into 46 affordable housing units and 11,600 sq. ft. of ground floor commercial space in Downtown.

Funding Source

Westside TAD Ascension Fund

Location

143 Alabama St. SW
Council District: 4 **NPU:** M **APS District:** 2
Fulton County District: 4

Type

Multifamily Mixed-Use

Grantee

Tapestry Development, Inc.

Developer

Gorman & Company, LLC

Timeline

Phase 1A – Stabilization and Clean-up
 Current - May 2026
 Phase 1B – Construction
 Construction Start: August 2026
 Construction Completion: February 2028

Affordability Period

30+ Years

Unit Mix

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental
8 units @ 30% AMI or below				
30%	5	1 BR	700	\$518
	2	2 BR	1000	\$605
	1	3 BR	1200	\$679
21 units @ 50% AMI or below				
50%	10	1 BR	700	\$891
	7	2 BR	1000	\$1,070
	4	3 BR	1200	\$1,242
17 units @ 80% AMI or below				
80%	7	1 BR	700	\$1,370
	8	2 BR	1000	\$1,607
	2	3 BR	1200	\$1,917
Total Units:				46

ATLANTA DEVELOPMENT AUTHORITY
143 Alabama Redevelopment
Approval of Westside TAD Grant



DEVELOPMENT BUDGET:

Sources

Construction Loan	\$24,202,876
Westside TAD Grant	\$3,500,000
Federal Tax Credit Equity	\$1,842,566
State Tax Credit Equity	\$1,154,135
Other Debt	\$1,000,000
State Historic Tax Credit Equity	\$985,211
Federal Historic Tax Credit Equity	\$837,429
Deferred Developer Fee	\$1,726,089
Total Construction Sources	\$35,248,306

Federal Tax Credit Equity	\$12,283,772
State Tax Credit Equity	\$7,694,231
State Historic Tax Credit Equity	\$4,926,054
Federal Historic Tax Credit Equity	\$4,187,145
Westside TAD Grant	\$3,500,000
Permanent Debt	\$2,357,478
Developer Fee	\$299,627
Total Permanent Sources	\$35,245,306

Uses

Acquisition	\$3,230,000
Hard Costs	\$22,523,812
Contingency	\$1,935,815
Soft Costs	\$2,329,668
Financing	\$643,482
Interim Expenses	\$2,958,014
Syndication Expenses	\$75,000
Reserves	\$287,515
Developer Fee	\$1,265,000
Total Uses	\$35,248,306

Relationship Summary

2023-Closed - Residences at Westview – 60-unit multifamily development. \$700k housing opportunity bond financing.

2023-Approved – Hamilton Hills – 35-unit multifamily development. \$700k housing opportunity bond financing.

2024-Closed - Residences at Chosewood – 107-unit multifamily development. \$21.8M tax exempt financing and a \$2M Beltline TAD Increment Grant.

2024-Closed - Sweet Auburn Grande – 109-unit multifamily development. \$27.2M tax exempt financing and a \$4M Eastside TAD Grant.

ATLANTA DEVELOPMENT AUTHORITY

143 Alabama Redevelopment

Approval of Westside TAD Grant



The 95,000 sq. ft. Art Moderne building at 143 Alabama was constructed in 1947. It originally housed the Atlanta Constitution's printing facility until newspaper production stopped in 1953 when the Atlanta Journal and Constitution consolidated and needed more space. After serving as Georgia Power's offices until the early 1970s, the building has largely remained vacant. The City has acquired adjacent parcels from the State of Georgia, MARTA, AFCRA, and other entities to support parking and other ancillary uses for the site.

In October 2024, Gorman & Company (the "Developer") was approved as the successful development team and respondent of Invest Atlanta's RFP for the redevelopment of the 143 Alabama site. The RFP required that the completion of development be conducted in two phases. The first phase mandated the clean-up and stabilization of the structure prior to the commencement of the World Cup in June 2026, and the second phase required the completion of the full development incorporating both residential and commercial components of the project.

The current project calls for two phases – Phase 1A will include clean-up and restoration of the building's exterior and daylighting of the ground floor commercial space before the 2026 World Cup comes to Atlanta. During Phase 1A, the space behind the historic building, called "The Pitch", will be cleared and activated for cultural events. This space will host arts activations and World Cup related events. After the completion of the World Cup, the building's upper floors will be converted to 46 units of affordable residential units (1, 2, and 3 bedrooms) and approximately 11,600 sq. ft. of ground floor commercial space will be built out. Planned amenities for the residential component of the building include community space, a computer center, and an outdoor gathering space.

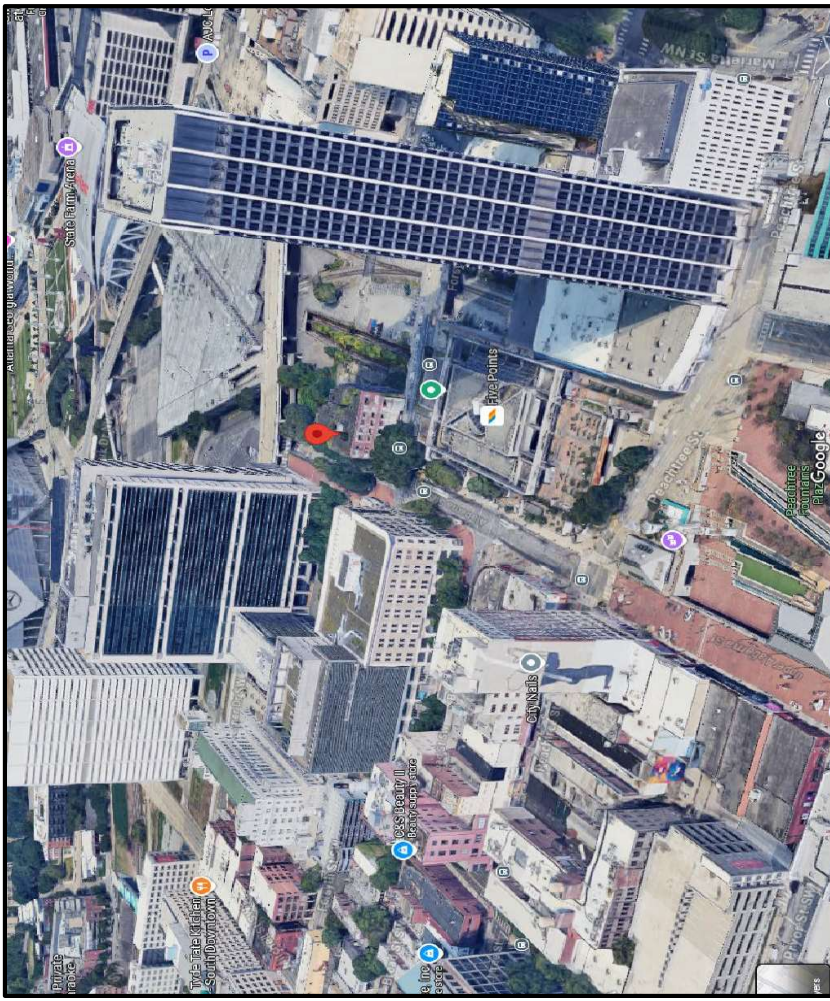
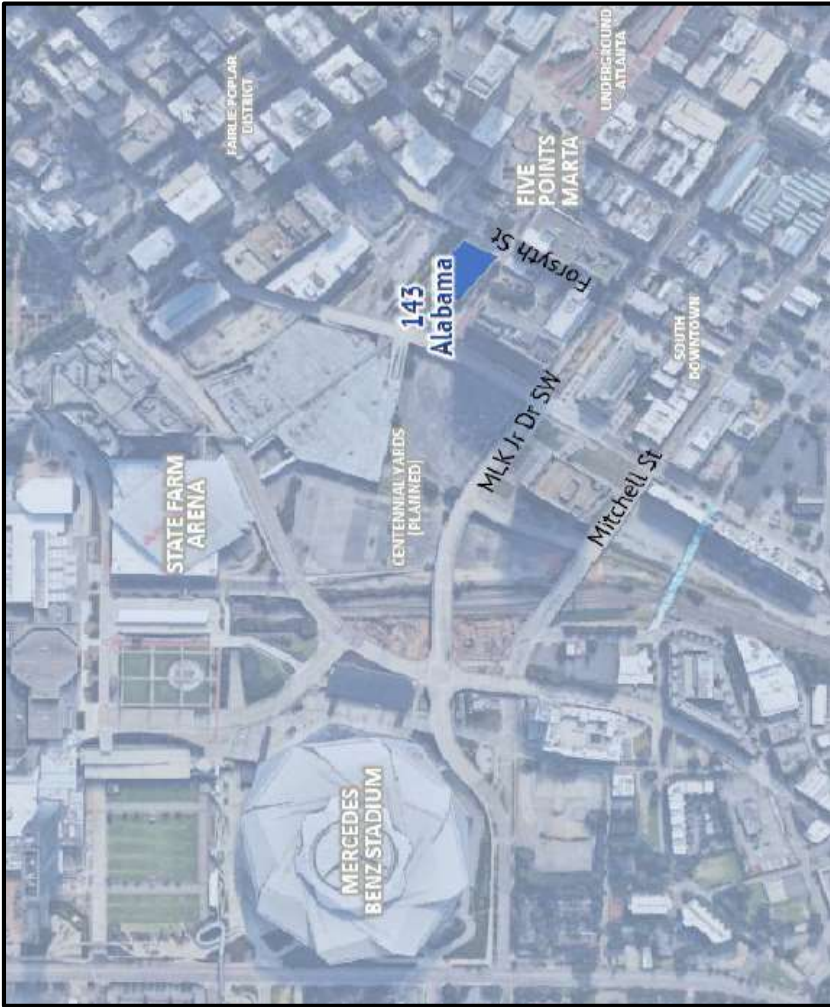
The building will be carefully preserved, ensuring that downtown Atlanta has a vibrant and unique architectural jewel where residents live and socialize. This deliberate redevelopment effort is expensive and exacting. The Developer has designed the project to maximize federal and state historic tax credits and will submit a 9% low-income housing tax credit application in May 2025. These sources, coupled with the Westside TAD grant, will finally clear the path to completely activate a decades-long vacant building into a signature Transit-Oriented Development in the heart of the city.

After the complete redevelopment of the 143 Alabama building, the area used as "The Pitch" during the World Cup will become the home of Phase 2 of the project, featuring a 151-unit new construction affordable development. Over the course of the two development phases, the site will feature 197 units (190 of which will be affordable) as well as commercial space.

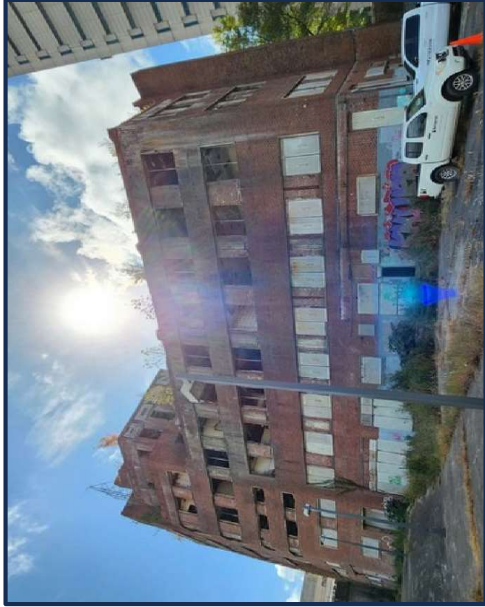
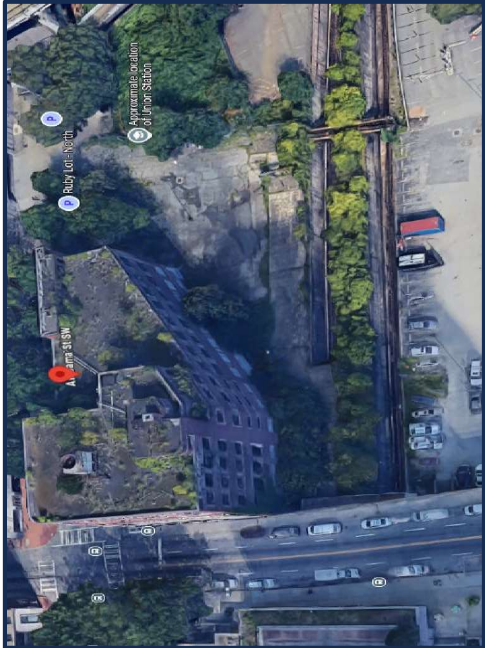
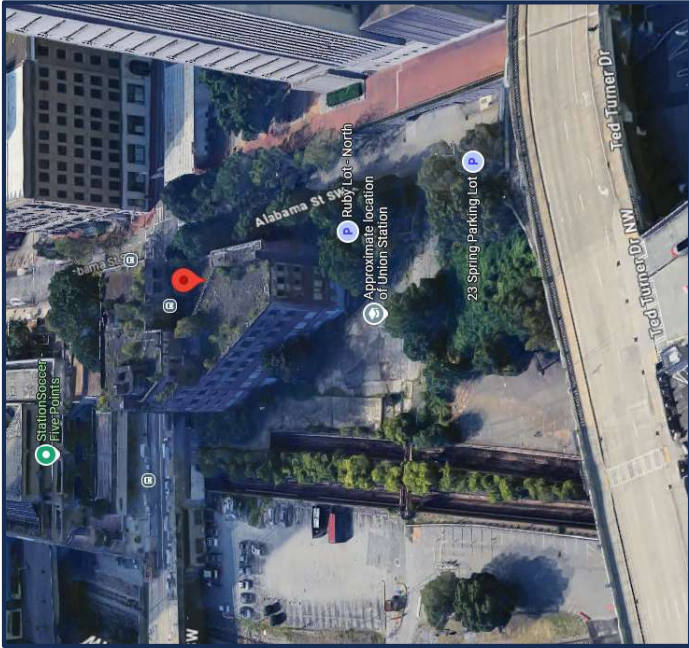
Project Benefits

1. Adaptive reuse and preservation of an historic Atlanta asset to add to the current revitalization efforts occurring in the City's downtown core.
2. New, long-term, and deeply affordable residential units in a dense, mixed-use environment appropriate to the downtown location.
3. Transit-oriented development in the WTAD with connections to MARTA 5 Points Station at two levels facilitating access to local downtown attractions such as Centennial Yards and Underground Atlanta.
4. Facilitate economic mobility and employment opportunities by prioritizing affordable commercial space for local entrepreneurs

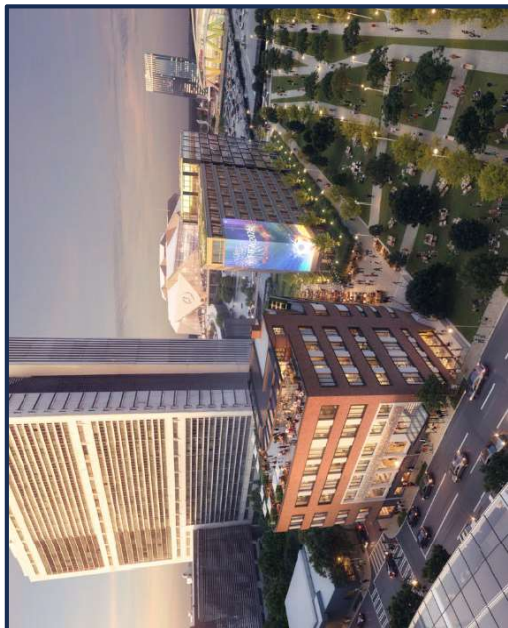
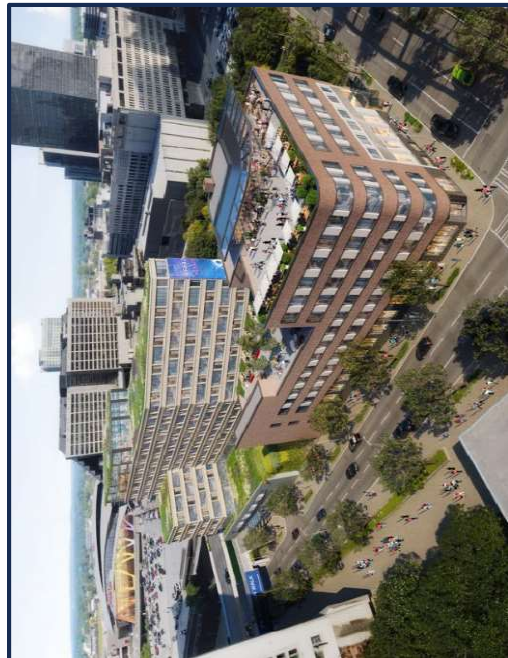
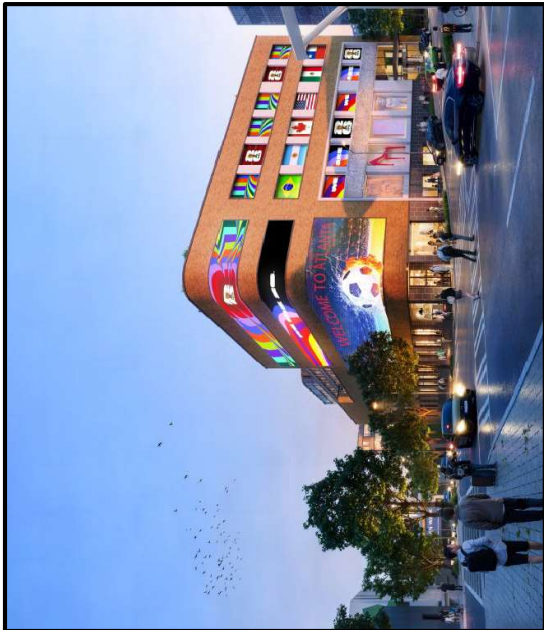
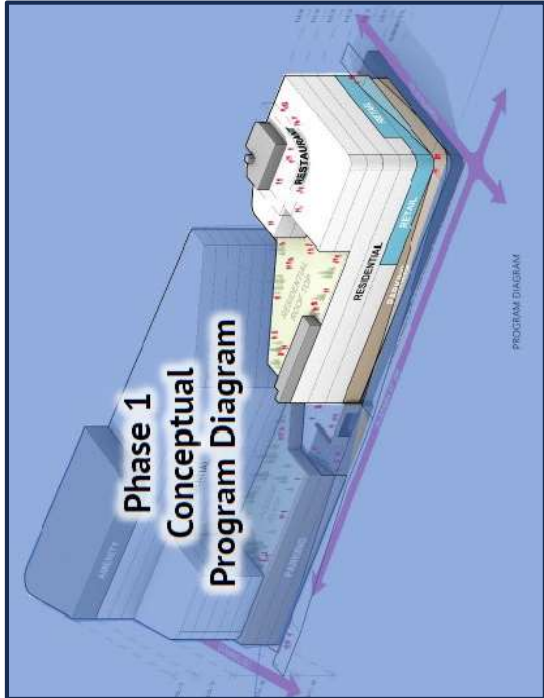
PROJECT LOCATION MAP



ATLANTA DEVELOPMENT AUTHORITY
 143 Alabama Redevelopment
 Approval of Westside TAD Grant



ATLANTA DEVELOPMENT AUTHORITY
 143 Alabama Redevelopment
 Approval of Westside TAD Grant



RESOLUTION OF THE BOARD OF DIRECTORS OF THE ATLANTA DEVELOPMENT AUTHORITY D/B/A INVEST ATLANTA AUTHORIZING A GRANT FROM THE WESTSIDE TAX ALLOCATION DISTRICT RESURGENS FUND TO ATL RE HOLDINGS, LLC D/B/A WESTSIDE FUTURE FUND IN AN AMOUNT NOT TO EXCEED \$400,000.00 TO SUPPORT THE CONSTRUCTION OF FOUR (4) SINGLE FAMILY HOMES LOCATED ON SCATTERED SITES WITHIN THE ENGLISH AVENUE AND VINE CITY COMMUNITIES; AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta") has been duly created and is existing under and by virtue of the Constitution and the laws of the State of Georgia (the "State"), in particular, the Development Authorities Law of the State (O.C.G.A. §36-62-1 *et seq.*, as amended) and an activating resolution of the City Council of the City of Atlanta, Georgia (the "City"), duly adopted on February 17, 1997, and approved by the Mayor of the City on February 20, 1997; and is now existing and operating as a public body corporate and politic of the State; and

WHEREAS, to encourage the redevelopment of the western downtown area of the City, the City Council, by City Resolution 98-R-0777 (amending Resolution 92-R-1575), adopted on July 6, 1998 and approved by the Mayor on July 15, 1998, as amended (the "Westside TAD Resolution"), *inter alia*: (i) created "The Westside Redevelopment Area and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD"), (ii) adopted "The Westside Redevelopment Plan and Tax Allocation Bond District (Tax Allocation District Number 1, As Amended – Atlanta/Westside)" (the "Westside TAD Redevelopment Plan") and (iii) designated Invest Atlanta as the City's Redevelopment Agency, all as provided for under Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as amended (the "Act"); and

WHEREAS, the City appointed Invest Atlanta as the City's redevelopment agency pursuant to the Act to implement the redevelopment initiatives set forth in the Westside TAD Redevelopment Plan, and for other purposes; and

WHEREAS, ATL RE Holdings, LLC d/b/a Westside Future Fund, a Georgia limited liability company (the "Developer") or a related entity, intends to develop four (4) single-family homes to be located on scattered sites within the English Avenue and Vine City communities (the "Project"); and

WHEREAS, the Developer has applied for a grant from the Westside TAD Resurgens Fund to provide certain gap construction financing for the Project; and

WHEREAS, after thoroughly reviewing the application, Invest Atlanta staff recommends awarding a Westside TAD Grant to the Developer; and

WHEREAS, the Board of Directors of Invest Atlanta, now desires to approve a Westside TAD Grant from the special fund to the Developer for the Project in an aggregate amount not to exceed Four Hundred Thousand Dollars and No/100 (\$400,000.00) (the "Project Allocation").

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of Invest Atlanta, and it is hereby resolved by the authority of the same as follows:

Section 1. **Authority**. This Resolution is adopted pursuant to the Development Authorities Law of Georgia (O.C.G.A. §36-62-1, *et seq.*, as amended), and other applicable provisions of law.

Section 2. **Approval of Funding of the Project**. Invest Atlanta hereby authorizes and approves the funding of a grant to the Project from the Westside TAD Resurgens Fund in an amount not to exceed the Project Allocation to assist in funding the construction, installation, and equipping of the Project, subject to certain conditions being met by the Developer, or a related entity, which conditions will be outlined in a commitment letter or other document from Invest Atlanta to the Developer. If for any reason the closing on the grant of the Project Allocation does not occur within twelve (12) months of the date of this Resolution, the Project Allocation shall be automatically withdrawn, subject to any administrative extension by the President/CEO or Executive Vice President/COO, in his or her discretion, for good cause shown by the Developer.

Section 3. **Approval to Negotiate, Execute and Deliver the Grant Agreement**. Invest Atlanta hereby authorizes the Chair, Vice Chair or President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta to negotiate, execute, and deliver all necessary documents between Invest Atlanta and any other party, including the Developer, to consummate the grant of the Project Allocation, which documents shall be in forms deemed satisfactory to the President/CEO and General Counsel of Invest Atlanta.

Section 4. **General Authority**. It is hereby ratified and approved that the President/CEO, Executive Vice President/COO, General Counsel and any other proper officers, members, agents and employees of Invest Atlanta are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other certificates, papers, and documents as may be necessary or desirable to effect the actions contemplated by this Resolution. Such other certificates, papers, and documents shall be in such form and contain such terms and conditions as may be approved by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta, and the execution of such other certificates, papers and documents by the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta as herein authorized shall be conclusive evidence of any such approval. The Secretary or any Assistant Secretary of Invest Atlanta is hereby authorized to attest the signature of the Chair, Vice Chair, President/CEO, Executive Vice President/COO or General Counsel of Invest Atlanta and impress, imprint or otherwise affix the seal of Invest Atlanta on any of the certificates, papers and documents executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or Assistant Secretary or Invest Atlanta's seal on any such other certificates, papers, and documents shall not affect the validity or enforceability of Invest Atlanta's obligations thereunder. A facsimile or electronic signature will constitute an original signature for all purposes.

Section 5. **Actions Approved and Confirmed**. It is hereby ratified and approved that all acts and doings of the officers, employees, or agents of Invest Atlanta whether done before, on or after the date of adoption of this Resolution which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects approved, ratified, and confirmed.

Section 6. **Partial Invalidity**. If any one or more of the provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining agreements and provisions and shall in no way effect the validity of any of the other agreements and provisions hereof.

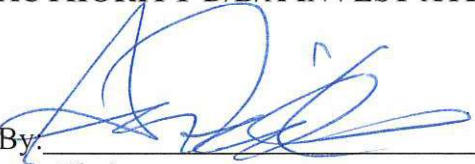
Section 7. **Conflicts**. All resolutions or parts thereof of Invest Atlanta in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon its passage.

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Adopted and approved this 20th day of February, 2025.

**THE ATLANTA DEVELOPMENT
AUTHORITY D/B/A INVEST ATLANTA**

By: 
Chair

Attest:


Assistant Secretary

[SEAL]



SECRETARY'S CERTIFICATE

I, the undersigned, a duly appointed, qualified and acting Assistant Secretary of The Atlanta Development Authority d/b/a Invest Atlanta ("Invest Atlanta"), do hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution adopted on February 20th, 2025, by the members of the Board of Directors of Invest Atlanta in a meeting duly called and assembled, after due and reasonable notice was given in accordance with applicable laws and with the procedures of Invest Atlanta, by a vote of a majority of the directors present and voting, which meeting was open to the public and at which a quorum was present and acting throughout and that the original of the foregoing Resolution appears of public record in the Minute Book of Invest Atlanta, which is in my custody and control.

I further certify that such Resolution has not been rescinded, repealed, or modified.

Given under my signature and seal of Invest Atlanta, this 20th day of February 2025.

[SEAL]




Assistant Secretary

ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant



Summary

To authorize a Westside TAD Resurgens Fund grant in an amount not to exceed \$400,000 to provide three new construction and one redeveloped single-family home to be sold and marketed for permanent affordability.

Funding Source

Westside TAD Resurgens Fund

Location

English Avenue
Council District: 3 NPU: L APS District: 2
Fulton County District: 6

Timeline

12-months
 Construction Start Date: March 2025

Project Type

Single-Family Scattered Site

Affordability Period

Permanent Affordability

**Ownership Entity/
Developer**

ATL RE Holdings LLC *d/b/a* Westside Future Fund (WFF)

Description

The project seeks to develop four single-family homes in English Avenue. The homes will be marketed to income eligible homebuyers at 80% AMI or below and transferred to the Atlanta Land Trust (ALT) for permanent affordability. The four properties to be developed were awarded to WFF in a 2019 RFP process as part of Invest Atlanta's Westside Property Disposition program. The program was created to remove blight and create homeownership opportunities in English Avenue and Vine City using strategies that provide long-term, permanent affordability. To date, WFF has successfully constructed 22 multifamily and single-family units utilizing assets acquired by Invest Atlanta.

Unit mix

AMI	Unit Count	Unit Floorplan	Sq.ft.	Target Sales Price	Max Sales Price
80%	1	3 BR/2 BA	1,480	\$260,000	\$268,320
	1		1,820		
	1		2,037		
80%	1	4 BR/3 BA	2,120	\$280,000	\$299,280
Total:	4				

Development Budget

Sources	Total
Construction Debt - WFF Real Estate Investment Fund	\$1,155,783
Westside TAD	\$400,000
Total Sources	\$1,555,783

Uses	Total
Hard Costs	\$1,408,264
Soft Costs	\$94,519
Closing Costs	\$53,000
Total Uses	\$1,555,783

Relationship Summary

June 2018 – IA ground leased 4 multifamily properties for redevelopment as affordable housing.

June 2019 – IA ground leased 10 single-family properties for redevelopment.

July 2021 – IA approved three Westside TAD Resurgens Fund grants (totaling \$1,115,000) to create 18 multifamily units in English Ave.

October 2022 – IA awarded 4 new single-family properties for development as affordable housing through RFP process.

November 2023 – IA awarded a \$900k Westside TAD Ascension Fund grant for new construction, mixed-used development in English Ave.

January 2024 – IA awarded a \$640,000 Westside TAD Ascension Fund grant to develop 24 multifamily units in English Ave.

October 2024 – IA awarded a \$750,000 Westside TAD Ascension Fund grant to redevelop a vacant residential and commercial building in English Ave.

Project Location



ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant



Existing Conditions & Design Plans

783 Pond Street
Existing



783 Pond Street
New Construction Concept



ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant



443 James P. Brawley
Before



443 James P. Brawley
Active Renovation



ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant



549 English Avenue
Existing Condition



549 English Avenue
New Construction Concept

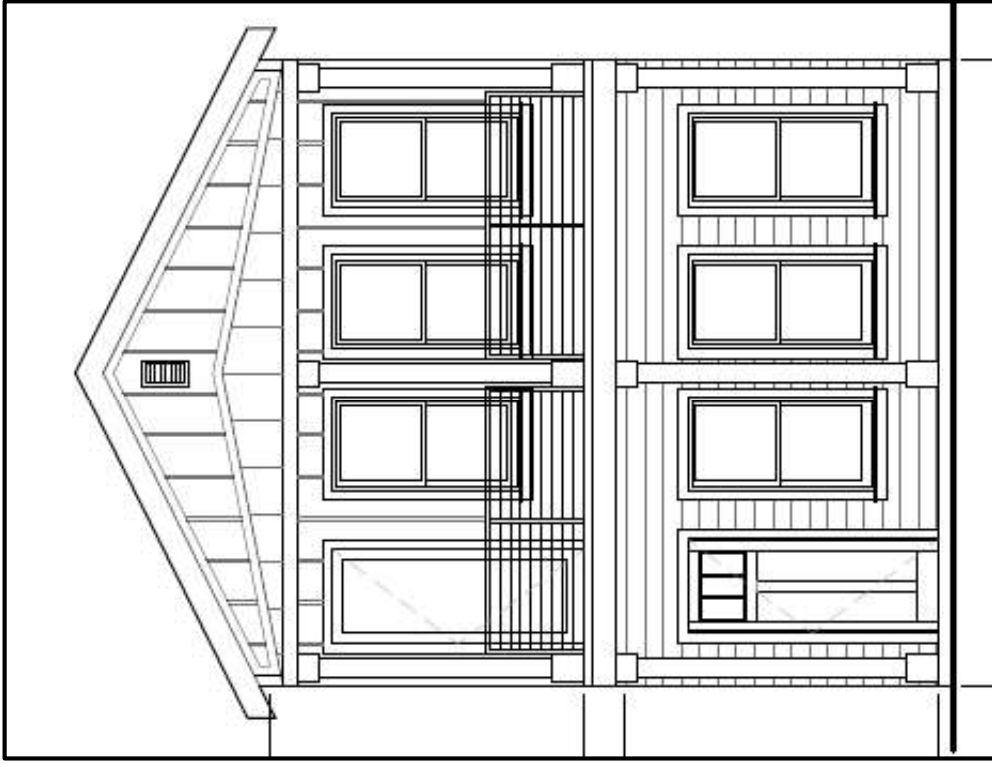


ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant

355 Andrew J. Hairston
Existing Condition



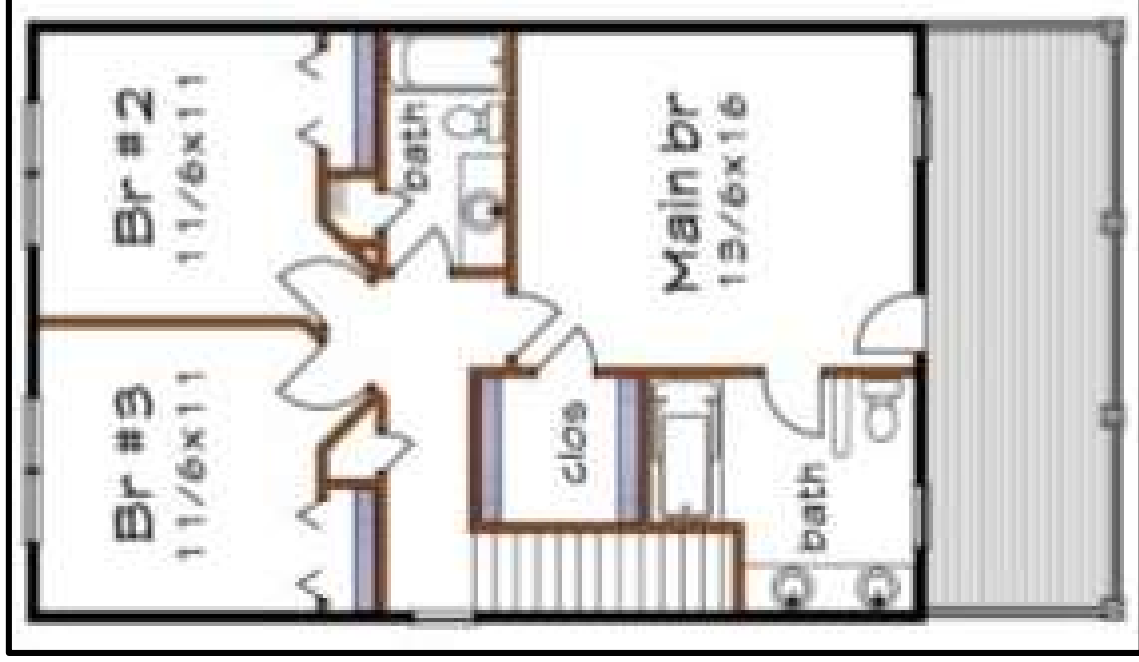
355 Andrew J. Hairston
New Construction Concept



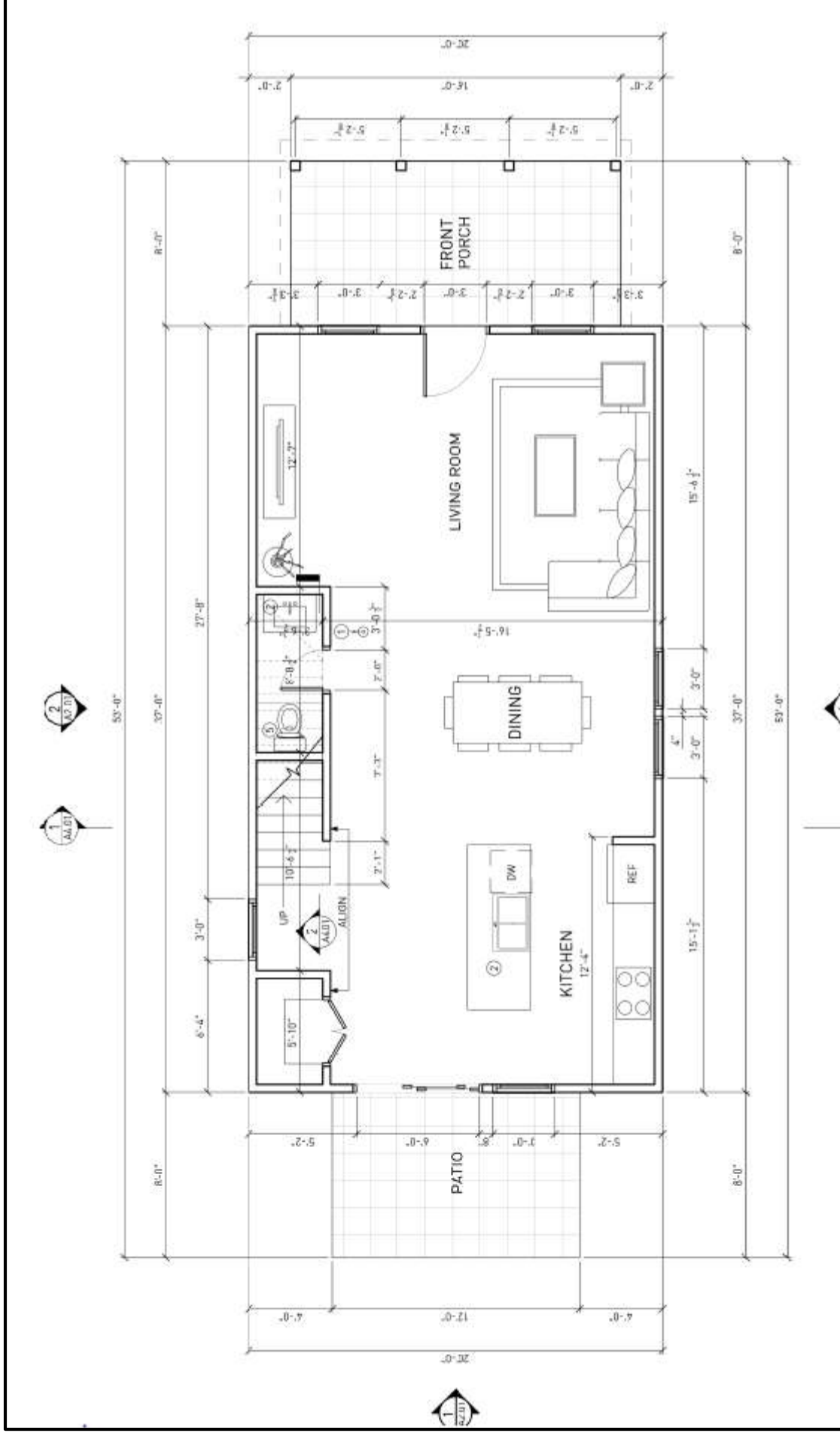
1st Floor Plan – 783 Pond Street



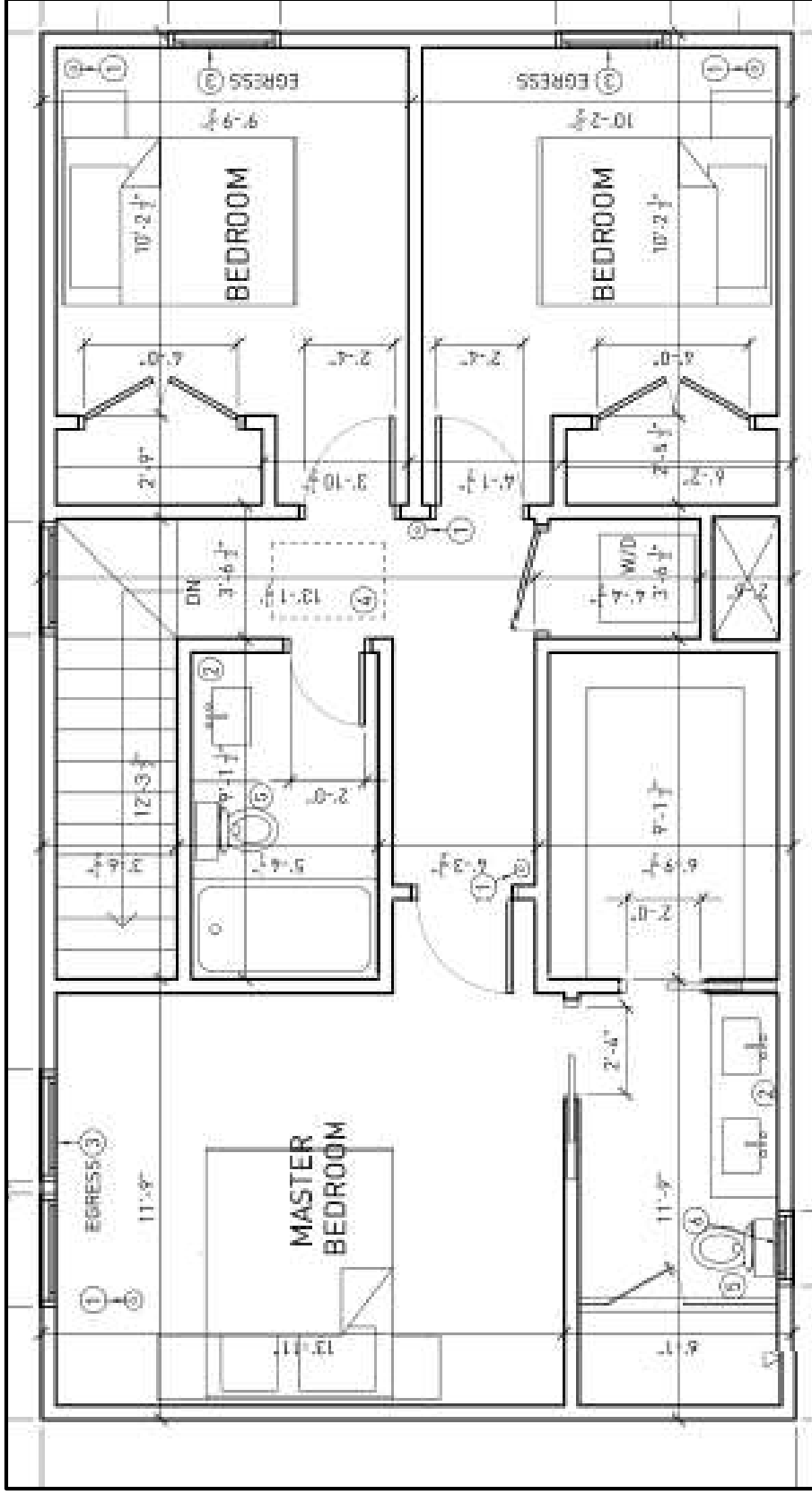
2nd Floor Plan – 783 Pond Street



1st Floor Plan – 549 English Avenue

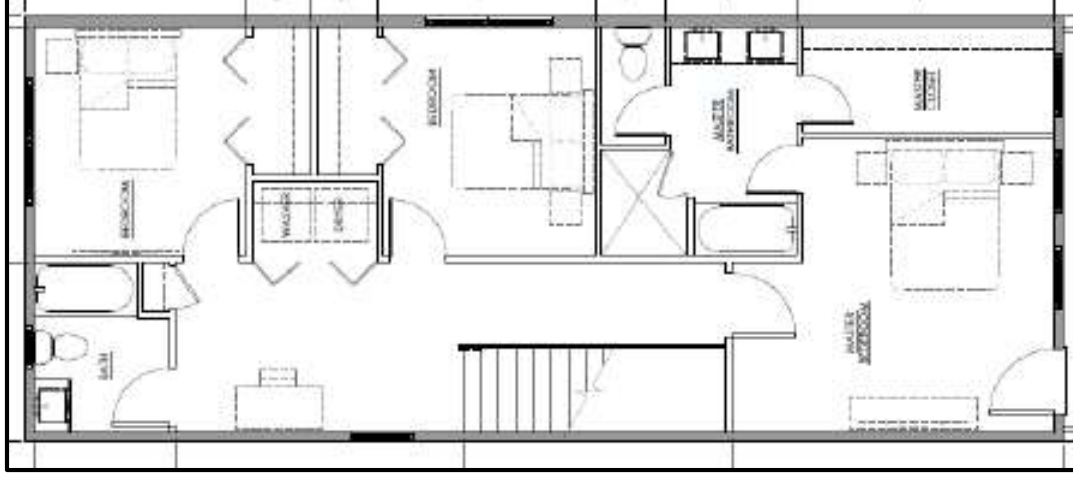


2nd Floor Plan – 549 English Avenue



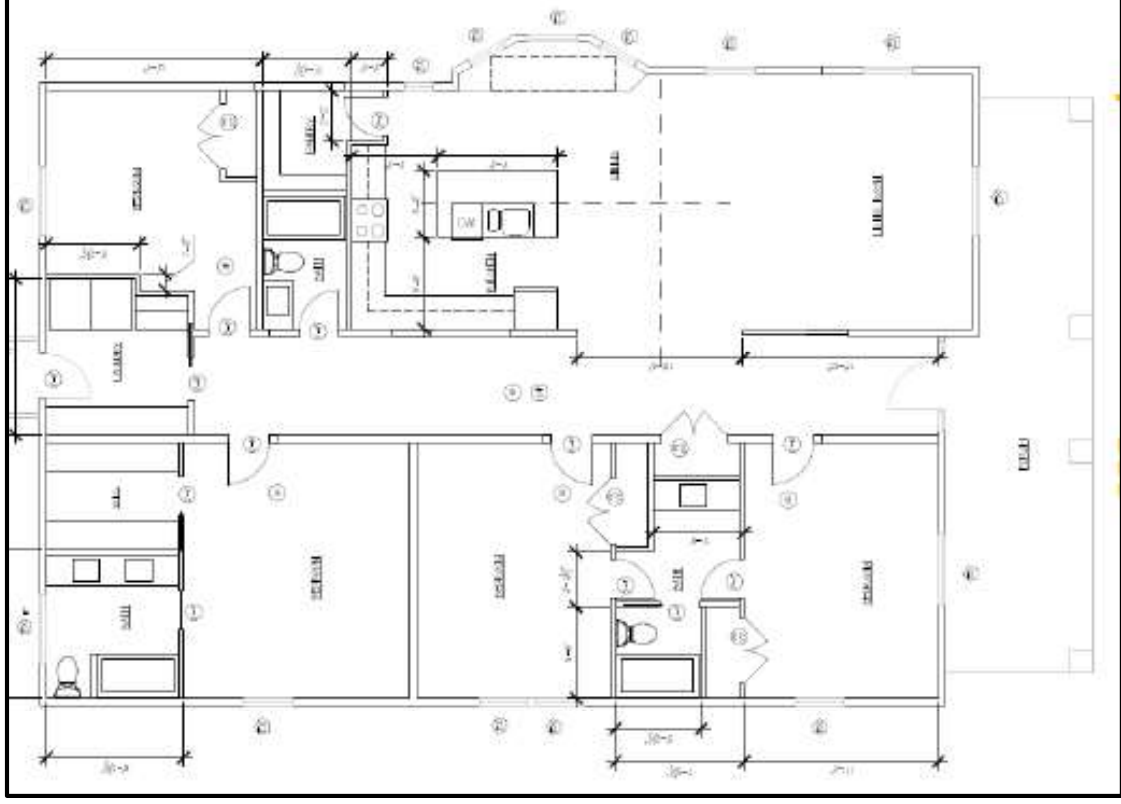
ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant

Floor Plan – 355 Andrew J. Hairston



ATLANTA DEVELOPMENT AUTHORITY
English Avenue Single-Family Scattered Site
Approval of Westside TAD Resurgens Fund Grant

Floor Plan – 443 James P. Brawley





Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0269

Meeting Date: 4/2/2025

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

Request approval of a Resolution approving an Agreement between Fulton County Georgia, the Fulton County Tax Commissioner, and the City of Atlanta, Georgia to provide Judicial in Rem Tax Foreclosure Services concerning Municipal Code Enforcement Liens; authorizing the Chairman to execute the Agreement; authorizing the County Attorney to approve the Agreement as to form and to make modifications thereto prior to execution by the Chairman; and for other purposes. **(Pitts)**

1 A RESOLUTION APPROVING AN AGREEMENT BETWEEN FULTON COUNTY
2 GEORGIA, THE FULTON COUNTY TAX COMMISSIONER, AND THE CITY OF
3 ATLANTA, GEORGIA TO PROVIDE JUDICIAL IN REM TAX FORECLOSURE
4 SERVICES CONCERNING MUNICIPAL CODE ENFORCEMENT LIENS;
5 AUTHORIZING THE CHAIRMAN TO EXECUTE THE AGREEMENT; AUTHORIZING
6 THE COUNTY ATTORNEY TO APPROVE THE AGREEMENT AS TO FORM AND TO
7 MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION BY THE CHAIRMAN;
8 AND FOR OTHER RELATED PURPOSES.

9
10 WHEREAS, Fulton County and the City of Atlanta provide vital services to their
11 residents primarily through funds collected annually from ad valorem taxes on non-
12 exempt property located within their geographic boundaries; and

13 WHEREAS, the Georgia General Assembly has found that the nonpayment of ad
14 valorem taxes by property owners effectively shifts a greater tax burden to property
15 owners willing and able to pay their share of such taxes, that the failure to pay ad valorem
16 taxes creates a significant barrier to neighborhood and urban revitalization, and that
17 significant tax delinquency creates barriers to marketability of property; and

18 WHEREAS, the Fulton County Tax Commissioner holds the constitutionally
19 created, elected office charged with ad valorem tax collection for Fulton County, and
20 under a current collection agreement also bills and collects municipal ad valorem taxes
21 and annual sanitation fees assessed on property located within the corporate boundaries
22 of the City of Atlanta; and

23 WHEREAS, to enforce his collection of delinquent City of Atlanta municipal ad
24 valorem taxes and annual sanitation fees, the Fulton County Tax Commissioner has
25 historically employed the nonjudicial foreclosure procedure (the "Nonjudicial Foreclosure
26 Method") authorized under O.C.G.A. §§ 48-3-3, 48-5-127(a)(6), and 48-5-161(c)(1); and

27 WHEREAS, under the Nonjudicial Foreclosure Method, the Fulton County Tax
28 Commissioner issues liens for delinquent ad valorem taxes and annual sanitation fees

1 and a public sale of the subject property is ultimately held to satisfy those liens, without
2 any judicial involvement; and

3 **WHEREAS**, in 1995, the State of Georgia enacted O.C.G.A. §§ 48-4-75 to 48-4-
4 81 (effective April 7, 1995) to create an alternative collection method, the Judicial In Rem
5 Foreclosure Method, by which local governments may enforce delinquent ad valorem
6 taxes; and

7 **WHEREAS**, in enacting the Judicial In Rem Foreclosure Method, the Georgia
8 General Assembly found that the Nonjudicial Foreclosure Method often was inefficient,
9 as it resulted in lengthy delays before a public sale purchaser obtained full ownership of
10 an acquired property and a marketable insurable interest in the parcel; and

11 **WHEREAS**, in enacting the Judicial In Rem Foreclosure Method, the Georgia
12 General Assembly attempted to address the aforesaid inefficiencies with the Nonjudicial
13 Foreclosure Method by streamlining the process for a public sale purchaser to obtain
14 marketable title to the acquired parcel and facilitating the prompt return of the parcel to
15 the tax rolls and into productive use; and

16 **WHEREAS**, O.C.G.A. § 48-4-76(a) provides that, as a condition precedent to the
17 use of the Judicial In Rem Foreclosure Method by a county or a municipality within their
18 respective boundaries, the governing body of the county must enact an ordinance or
19 resolution authorizing the use of the Judicial In Rem Foreclosure Method; and

20 **WHEREAS**, the Fulton County Board of Commissioners, at its June 21, 1995
21 Recess Meeting, adopted a “Resolution Enabling Fulton County to Undertake Judicial In
22 Rem Tax Foreclosures” (Agenda Item Number 95-0759) that authorized Fulton County
23 and the municipalities located within its boundaries to employ the Judicial In Rem

1 Foreclosure Method; and

2 **WHEREAS**, to safeguard safety, health, property values and community
3 wellbeing, the City of Atlanta is also authorized to enforce violations of its code
4 enforcement regulations that occur on property located within its corporate boundary and
5 to assess penalties and fines for such violations; and

6 **WHEREAS**, pursuant to O.C.G.A. § 41-2-8 to § 41-2-17 and Article VI of the City
7 of Atlanta Housing Code of 1987, the City of Atlanta may bring an in rem abatement action
8 in the City of Atlanta Municipal Court seeking the repair, closure or demolition of a
9 dwelling, building or structure located within its corporate boundary that fails to comply
10 with the applicable building provisions or that creates a safety, fire or other unsanitary or
11 dangerous condition to the public; and

12 **WHEREAS**, if a property owner fails to comply with an order in the in rem
13 abatement action to remedy the dissatisfactory condition of the dwelling, building or
14 structure, the City of Atlanta is authorized to remediate the situation on its own; and

15 **WHEREAS**, pursuant to O.C.G.A. § 41-2-9(a)(7) & (b)(1) and § 56 of the City of
16 Atlanta Housing Code of 1987, the aforesaid remediation costs (as well as the costs to
17 the City of Atlanta in bringing the in rem abatement action) constitute a lien in favor of the
18 City of Atlanta and, upon recordation with the Fulton County Superior Court Clerk, shall
19 attach to the subject property; and

20 **WHEREAS**, O.C.G.A. § 41-2-9(b)(3) permits the inclusion of all amounts due on a
21 code enforcement lien in a proceeding to enforce delinquent ad valorem taxes; and

22 **WHEREAS**, under O.C.G.A. § 41-2-9(b)(2), a county tax commissioner, who is
23 collecting and enforcing municipal ad valorem taxes for a city, may also collect and

1 enforce a code enforcement lien where the county and the city have contracted for such
2 services pursuant to O.C.G.A. § 48-5-359.1; and

3 **WHEREAS**, the City of Atlanta has approached Fulton County with the desire for
4 the Fulton County Tax Commissioner to collect and enforce certain code enforcement
5 liens through the Judicial In Rem Foreclosure Method, and Fulton County desires to assist
6 the City of Atlanta to undertake this activity; and

7 **WHEREAS**, the Fulton County Board of Commissioners finds that it would be in
8 the best interest of the taxpayers of Fulton County and the City of Atlanta, as well as for
9 the other residents of both jurisdictions, for Fulton County to enter into an agreement with
10 the Fulton County Tax Commissioner and the City of Atlanta to authorize the Fulton
11 County Tax Commissioner to collect and enforce certain code enforcement liens through
12 the Judicial In Rem Foreclosure Method; and

13 **WHEREAS**, the proposed agreement provides for (1) an administration fee to be
14 paid by the City of Atlanta to Fulton County for use of Fulton County staff and resources
15 in the processing and collection of code enforcement liens, (2) necessary compensation
16 for the outside attorneys retained by Fulton County to conduct the In Rem Foreclosure
17 suits, and (3) no payment to the Fulton County Tax Commissioner for the services.

18 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County Board of
19 Commissioners hereby approves the Agreement between Fulton County Georgia, the
20 Fulton County Tax Commissioner, and the City Of Atlanta, Georgia, to provide Judicial In
21 Rem Tax Foreclosure services concerning municipal code enforcement liens, in
22 substantially the form attached hereto as Attachment A.

23 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners

1 is hereby authorized to execute the Agreement to provide Judicial In Rem Tax
2 Foreclosure services.

3 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
4 approve the Agreement to provide Judicial In Rem Foreclosure services as to form and
5 to make modifications as are necessary to protect Fulton County's interest prior to
6 execution by the Chairman.

7 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
8 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
9 are hereby repealed to the extent of the conflict.

10 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
11 Georgia, this 2nd day of April, 2025.

12 **FULTON COUNTY**
13 **BOARD OF COMMISSIONERS.**

14 **Sponsored by:**
15

16
17
18 _____
19 Robert L. Pitts, Chairman (At-Large)

20 **ATTEST:**
21

22
23
24 _____
25 Tonya R. Grier,
26 Clerk to the Commission
27

28
29 **APPROVED AS TO FORM:**
30

31
32 _____
33 Y. Soo Jo, County Attorney

ATTACHMENT A
Agreement for Judicial In Rem Foreclosure

**AGREEMENT FOR THE PROVISION OF JUDICIAL IN REM TAX FORECLOSURE
SERVICES CONCERNING MUNICIPAL CODE ENFORCEMENT LIENS**

This Agreement is entered into as of the Effective Date by and between the City of Atlanta, Georgia (the “City”), a municipal corporation duly organized by the State of Georgia; Fulton County, Georgia (the “County”), a political subdivision of the State of Georgia; and Arthur E. Ferdinand (the “Tax Commissioner”), in his official capacity as the Fulton County Tax Commissioner (the City, the County and the Tax Commissioner hereinafter referred to, collectively, as the “Parties”), each of whom is duly authorized by Georgia law to enter into this Agreement.

WITNESSTH

WHEREAS, Article IX, Section 3, Paragraph 1 of the Georgia Constitution of 1983 (the “Intergovernmental Contracts Clause”) empowers the County and the City to contract with one another for, among other things, joint services or the provisions of services for periods not to exceed fifty (50) years and as authorized by law; and

WHEREAS, the City is authorized to assess and collect annual ad valorem taxes on non-exempt property located within its corporate boundaries; and

WHEREAS, the City is authorized to enforce violations of its code enforcement regulations that occur on property located within its corporate boundaries and to assess penalties and fines for such violations; and

WHEREAS, the County is authorized to assess and collect annual, ad valorem taxes on non-exempt property located within its geographic boundaries; and

WHEREAS, the Tax Commissioner holds the constitutionally created, elected office charged with ad valorem tax collection for the County; and

WHEREAS, in accordance with the Intergovernmental Contracts Clause and O.C.G.A. § 48-5-359.1, the Parties entered a written Agreement (the “Collection Agreement”), effective January 1, 2003, under which the Tax Commissioner was tasked with the billing and collection on behalf of the City of municipal ad valorem taxes and annual sanitation fees assessed on property located within its corporate boundaries; and

WHEREAS, the Parties amended the Collection Agreement, effective January 1, 2013, to provide the contractual term was the earlier of: (1) the end of the current Tax Commissioner’s tenure in office; or (2) fifty years after the effective date of the amendment, December 31, 2063; and

WHEREAS, the Collection Agreement, as amended, remains in full force and, under its provisions, the Tax Commissioner presently continues to bill and collect municipal ad valorem taxes and solid waste fees on behalf of the City in addition to his ad valorem tax collection for the County; and

WHEREAS, in performing the aforesaid services for the City under the Collection Agreement, the Tax Commissioner employs the nonjudicial foreclosure procedure (the “Nonjudicial Foreclosure Method”) authorized under O.C.G.A. §§ 48-3-3, 48-5-127(a)(6), and 48-5-161(c)(1) to enforce delinquent City ad valorem tax and annual sanitation fees; and

WHEREAS, under the Nonjudicial Foreclosure Method, the Tax Commissioner issues liens for delinquent ad valorem taxes and annual sanitation fees and a public sale of the subject property ultimately is held to satisfy those liens, such activities lawfully occurring with no judicial involvement; and

WHEREAS, in 1995, the State of Georgia enacted O.C.G.A. §§ 48-4-75 to 48-4-81 (the “Act”)(effective April 7, 1995) that created an alternative collection avenue, the Judicial In Rem Foreclosure Method, by which local governments may enforce delinquent ad valorem taxes; and

WHEREAS, O.C.G.A. § 48-4-75 includes the following findings: the failure to pay ad valorem taxes creates a significant barrier to neighborhood and urban revitalization; tax delinquency, in many instances, results in properties that present health and safety hazards to the public; and the Judicial In Rem Foreclosure Method is an effective means of eliminating such hazards by promptly putting certain delinquent tax delinquent properties back on the tax rolls and into productive use; and

WHEREAS, under the Judicial In Rem Foreclosure Method, the local government may petition the Superior Court to enter a judgment finding there are delinquent ad valorem taxes owed on a property and ordering the public sale of the property to satisfy the debt and, once the public sale occurs, the pre-sale owner has a statutory right to redeem the property that automatically terminates sixty days after the sale; and

WHEREAS, O.C.G.A. § 48-4-76(a) provides that, as condition precedent to the use by a county or a municipality within its boundaries of the Judicial In Rem Foreclosure Method, the governing body of the county must enact an ordinance or resolution authorizing the use of the Judicial In Rem Foreclosure Method; and

WHEREAS, in compliance with O.C.G.A. § 48-4-76(a), the County’s Board of Commissioners (the “BOC”) at its June 21, 1995 Recess Meeting adopted a “Resolution Enabling Fulton County to Undertake Judicial In Rem Tax Foreclosures” (Agenda Item Number 95-0759) that authorized the County and the municipalities located within its boundaries to employ the Judicial In Rem Foreclosure Method; and

WHEREAS, pursuant to O.C.G.A. § 41-2-8 to § 41-2-17 and Article VI of the City of Atlanta Housing Code of 1987 (the “Housing Code”), the City may bring an in rem action (the “Abatement Action”) in the City of Atlanta Municipal Court (the “Municipal Court”) seeking the repair, closure or demolition of a dwelling, building or structure located within its corporate boundaries that fails to comply with the applicable building provisions or that creates a safety, fire or other unsanitary or dangerous condition to the public; and

WHEREAS, where the property owner fails to comply with an order in the Abatement Action to remedy the dissatisfactory condition of the dwelling, building or structure, the City is authorized to remediate the situation on its own; and

WHEREAS, pursuant to O.C.G.A. §§ 41-2-9(a)(7) & (b)(1) and § 56 of the Housing Code, the aforesaid remediation costs as well as the costs to the City in bringing the Abatement Action shall constitute a lien in the City's favor and, upon recordation with the Fulton County Superior Court Clerk, shall attach to the subject property (the "Code Enforcement Lien"); and

WHEREAS, O.C.G.A. § 41-2-9(b)(3) permits the inclusion of all amounts due on a Code Enforcement Lien in a proceeding under the Act to enforce delinquent ad valorem taxes; and

WHEREAS, under O.C.G.A. § 41-2-9(b)(2), a county tax commissioner, who is collecting and enforcing municipal ad valorem taxes for a city, may also collect and enforce a Code Enforcement Lien where the county and the city have contracted for such services pursuant to O.C.G.A. § 48-5-359.1; and

WHEREAS, to the extent permitted by law, the City desires to collect and enforce certain Code Enforcement Liens through the Judicial In Rem Foreclosure Method, and the County and the Tax Commissioner desire to assist the City to undertake this activity.

NOW THEREFORE, in consideration of the mutual obligations recited herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree to the following:

I. DEFINITIONS

The following terms used in this Agreement shall have the meanings set forth below.

"Abatement Action" shall mean any in rem proceeding brought by the City, pursuant to the Georgia Nuisance Statutes and/or the Housing Code, in the Municipal Court that seeks the repair, closure, or demolition of a dwelling, building or structure located on a Parcel that fails to comply with the applicable building or construction regulations, that creates a safety or fire hazard, or that creates an unsanitary or dangerous condition for the public.

"Agreement" shall mean the instant Agreement for the Provision of Judicial In Rem Foreclosure Services Concerning Municipal Code Enforcement Liens.

"City" shall mean the City of Atlanta, Georgia and all officials, employees, attorneys, agents officially acting on its behalf.

"Collection Contract" shall mean the written Agreement (including all amendments thereto enacted as of the Effective Date or thereafter) between the Parties, effective January 1, 2003, concerning the Tax Commissioner's billing and collection on behalf of the City of municipal ad valorem taxes and annual solid waste fees assessed on Parcels, said Agreement having been approved by the County's Board of Commissioners on May 2, 2003 as Agenda Item Number 03-

0657 and having been authorized by Resolution 02-R-2111 as adopted by the City's Council on December 2, 2002 and as approved by the City's Mayor on December 10, 2002 and as amended on January 1, 2013.

"County" shall mean Fulton County, Georgia and all officials, employees, attorneys, agents officially acting on its behalf.

"Effective Date" shall mean the date upon which the last of the following events occurs: (1) the County's Board of Commissioners, by resolution or ordinance, approves the entry of the Agreement by the County; (2) the City's Council, by resolution or ordinance, approves the entry of the Agreement by the City and the City's Mayor signs such resolution or ordinance into law; and (3) the Tax Commissioner formally enters the Agreement.

"Georgia Nuisance Statutes" shall mean the regulations contained in O.C.G.A. § 41-2-7 to § 41-2-17 that are in effect as of the Effective Date and include any subsequent amendments thereto enacted by the State of Georgia during the Term of the Agreement.

"Housing Code" shall mean the regulations contained in Article V of the City of Atlanta Housing Code of 1987 that are in effect as of the Effective Date and include any subsequent amendments thereto enacted by the City during the Term of the Agreement.

"Judicial In Rem Foreclosure Procedures" shall mean the procedures authorized in O.C.G.A. § 48-4-75 to § 48-5-81 and § 56 of the Housing Code.

"Municipal Code Enforcement Lien" shall mean the certified copy of the Municipal Court's order in an Abatement Action requiring the repair, closure or demolition of the Parcel as recorded and indexed in the official real estate records and on the general execution docket of the Fulton County Superior Court Clerk.

"Municipal Court" shall mean the City of Atlanta Municipal Court.

"Notice of Final Determination of Costs" shall mean a report prepared by the City showing, as authorized by O.C.G.A. § 41-2-9(a)(7) and § 56(a) of the Housing Code, the costs of demolition, including all court costs, appraisal fees, administrative fees, administrative costs incurred by the City in bringing an Abatement Action and all other costs necessarily associated with the Abatement Action, including restoration to grade of the subject Parcel after demolition.

"Parcel" shall mean a tract of Real Property as identified in the official real estate records of the Fulton County Superior Court Clerk and/or the official records of the Fulton County Board of Assessors that is located within the corporate boundaries of the City and the geographic boundaries of the County. For purposes of this Agreement, the term "Property" does not include any tract of Real Property that is located within the corporate boundaries of City and outside the geographic boundaries of Fulton County.

"Parcels" shall mean two or more Parcels.

“Real Property” shall mean all lands and the buildings thereon, all things permanently attached to the land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon.

“Tax Commissioner” shall mean the duly elected individual holding the constitutional office of the Fulton County Tax Commissioner. The term also includes any employee, attorney, agent of the County working in the Office of the Fulton County Tax Commissioner or officially acting on the Tax Commissioner’s behalf.

“Tax Delinquent Parcel” shall mean a Parcel for which ad valorem taxes assessed by the City are past due and remain unpaid as of January 1 of the year following the last outstanding tax bill.

“Term of the Agreement” shall mean the Effective Date through the fiftieth (50th) anniversary of the Effective Date, subject to termination as outlined in Section III Paragraph B of this Agreement.

II. PURPOSE AND INTENT

The purpose of this Agreement is to delineate the Parties’ respective duties and obligations for the provision to the City by the County and the Tax Commissioner of certain collection and enforcement services concerning a Municipal Code Enforcement Lien issued against a Tax Delinquent Parcel via the use of the Judicial In Rem Foreclosure Procedures.

III. TERM

(A) **Maximum Term.** Pursuant to the Intergovernmental Contracts Clause, the Term of the Agreement commences on the Effective Date and expires on the date that is the fiftieth (50th) anniversary of the Effective Date, subject to the limitations stated in Paragraph (B) of this Section.

(B) **Right to Terminate.** The City or the County shall have the unilateral right to terminate this Agreement at any time by giving written, dated notice to the Parties of its intent to terminate the provision of the services required herein. Such termination shall be effective three (3) months from the date contained in the written notice.

IV. REPRESENTATIONS OF THE PARTIES

(A) **Reliance.** The Parties acknowledge that they have reasonably relied upon the representations of each other contained in this Section as the basis for entering this Agreement.

(B) **The City.** The City makes the following representations to the County and the Tax Commissioner:

1. The City is a municipal corporation duly organized by the State of Georgia;

2. The governing authority of the City is the Atlanta City Council, which is lawfully authorized to approve the Mayor entering this Agreement and to perform the obligations imposed on the City in the Agreement;
3. Upon its full execution by the Parties, this Agreement will be a valid, binding and enforceable obligation of the City;
4. The City is authorized under the Georgia Nuisance Statutes and the Housing Code to bring an Abatement Action in the Municipal Court to remedy a vacant, abandoned substandard dwelling, building or structure located on a Parcel; upon non-compliance by the owner with a judicial remediation order, to independently repair or demolish said improvements; and to obtain a Municipal Code Enforcement Lien in the amount of its remediation costs (as well as its expenses in filing the Abatement Action) that, upon proper recordation with the Fulton County Superior Court Clerk, attaches as a lien to the subject Parcel.

(C) **The County.** The County makes the following representations to the City and the Tax Commissioner:

1. The County is a political subdivision duly created under the Constitution of the State of Georgia;
2. The governing authority of the County is the Fulton County Board of Commissioners, which is lawfully authorized to enter this Agreement and to perform the obligations imposed on the County in this Agreement;
3. Upon its full execution by the Parties, this Agreement will be a valid, binding and enforceable obligation of the County.

(D) **The Tax Commissioner.** The Tax Commissioner makes the following representations to the City and the County:

1. The Tax Commissioner is the duly elected Constitutional officer charged with the billing, collection and enforcement of ad valorem taxes assessed by the County on Real Property located within the County's geographic boundaries; and
2. Pursuant to the Collection Agreement, the Tax Commissioner is authorized to bill, collect and enforce ad valorem taxes and annual sanitation fees assessed by the City on Parcels;
3. Under the powers assigned to his Constitutional office by Georgia law, the Tax Commissioner is authorized to enter this Agreement and to perform the obligations imposed upon him in this Agreement; and
4. Upon its full execution by the Parties, this Agreement will be a valid, binding and enforceable obligation of the Tax Commissioner.

V. **DUTIES OF THE CITY**

(A) The City shall have the sole responsibility to bring an Abatement Action against a Parcel and, in pursuing an Abatement Action, to ensure full compliance with all applicable provisions of the laws of the Federal Government, the State of Georgia and the City (including, but not limited to, the Georgia Nuisance Statutes and the Housing Code).

(B) The City shall have the sole responsibility for the repair, demolition or any other remedial actions for a Parcel that is the subject of an Abatement Action.

(C) The City shall have the sole responsibility to prepare the Notice of Final Determination of Costs and to create and maintain records that document all expenses set forth in that item.

(D) The City shall have the sole responsibility to submit to the Fulton County Superior Court Clerk a certified copy of the Municipal Court's order in an Abatement Action and to ensure completion of all requirements under O.C.G.A. § 41-2-9(b)(1) and § 56(b) of the Housing Code to create a Municipal Code Enforcement Lien.

(E) The City shall have the sole discretion to determine if the resulting Municipal Code Enforcement Lien should be enforced through the Judicial In Rem Enforcement Procedures. Such discretion shall extend only to a Municipal Code Enforcement Lien that attaches to a Tax Delinquent Parcel. A Parcel that does not meet the definition of a Tax Delinquent Parcel shall not be eligible for the Judicial In Rem Enforcement Procedures under this Agreement.

(F) Where the City determines a Municipal Code Enforcement Lien should be enforced through the Judicial In Rem Enforcement Procedures, the City shall inform the Tax Commissioner of that determination by delivering to him a copy of the following items: (1) the Notice of Final Determination of Costs; and (2) the Municipal Court's order in the Abatement Action that bears the recordation stamp of the Fulton County Superior Court Clerk. Such items shall be delivered to the Tax Commissioner within ninety (90) days of the completed demolition and remediation of the Tax Delinquent Parcel.

(G) The City shall have the sole responsibility to defend against and respond to any allegation, claim or cause of action that: (1) challenges the validity of a Municipal Code Enforcement Lien; (2) asserts the proceedings occurring in an Abatement Action violated the United States Constitution, the Georgia Constitution, the Georgia Nuisance Statutes, the Housing Code or any other provision of federal or state law; (3) challenges the amount(s) of the cost stated in a Notice of Final Determination of Costs; or (4) raises any other challenge contesting the validity or the propriety of a Municipal Code Enforcement Lien.

(H) Upon the request of the Tax Commissioner, the City shall promptly deliver to the Tax Commissioner all other records and documentation used to bring or prosecute the Abatement Action. Such documentation may include, but is not limited to, a copy of all orders issued by the Municipal Court in the Abatement Action, all certificates of title (based on a 50-year title search) of the Tax Delinquent Parcel in the City's possession, and all title commitments (based on a 50-year title search) for the Tax Delinquent Parcel in the City's possession.

VI. DUTIES OF THE TAX COMMISSIONER

(A) Upon review of the items provided to him by the City under Subsections (F) and (H) of Section V of this Agreement, the Tax Commissioner shall have the sole discretion to determine if he wishes to enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures. Such determination may be based on any of the following criteria:

- (1) The Parcel that is encumbered by the Municipal Code Enforcement Lien is not a Tax Delinquent Parcel;
- (2) The items provided to him by the City under Subsections (F) and (G) of Section V of the Agreement do not adequately show the City fully complied with all applicable provisions of the laws of the Federal Government, the State of Georgia and the City (including, but not limited to, the Georgia Nuisance Statutes and the Housing Code) in bringing and prosecuting the Abatement Action;

- (3) The Notice of Final Determination of Costs and related documents do not adequately show the City's authorized costs;
- (4) The Tax Delinquent Parcel is listed as a non-exempt asset of the bankruptcy estate in a pending Chapter 7, Chapter 11, or Chapter 13 proceeding in a federal bankruptcy court;
- (5) The Tax Delinquent Parcel is subject to pending year's support request brought in a Georgia Probate Court (of competent venue) pursuant to O.C.G.A. §§ 53-3-1 to 53-3-21;
- (6) The Tax Commissioner determines that the Municipal Code Enforcement Lien has been divested and is no longer enforceable against the Tax Delinquent Parcel pursuant to an Order entered in a Quiet Title action;
- (7) Within two years prior to the presentment to the Tax Commissioner by the City of the items identified in Subsections (F) and (H) of Section V, the Tax Delinquent Parcel was sold at a public sale (pursuant to O.C.G.A. §§ 48-3-3-, 48-5-127(a)(6) and 48-5-161(c)(1)) to satisfy delinquent County and/or City ad valorem taxes or municipal solid waste fees;
- (8) At the time of the presentment by the City of the items identified in Subsections (F) and (H) of Section V, the Tax Commissioner had administratively coded the Tax Delinquent Parcel as being a real estate parcel that is the subject of a pending condemnation action, interpleader suit, or quiet title action, or any other pending civil or criminal suit brought at law or in equity;
- (9) At the time of the presentment by the City of the items identified in Subsections (F) and (H) of Section V, the record owner of the Tax Delinquent Parcel had reached an agreement with the Tax Commissioner to satisfy any outstanding ad valorem taxes, demolition liens, and/or annual solid waste fees assessed on that property and the record owner has fulfilled all current payment obligations imposed on it;
- (10) The items provided by the City under Subsections (F) and (G) of Section V of the Agreement raise reasonable concerns about the accuracy of the information contained therein as to the lawful ownership of the Tax Delinquent Parcel;
- (11) The items provided by the City under Subsections (F) and (G) of Section V of the Agreement raise reasonable concerns about the accuracy of the information contained therein describing the Tax Delinquent Parcel, including (but not limited to) the actual existence of such tract;
- (12) The Tax Commissioner has reasonable concerns that the enforcement of the Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures would be an action take outside the scope of the authority delegated to him by this Agreement, Georgia law, or the County's laws and procedures; or
- (13) Any other ground upon which the Tax Commissioner has reasonable concerns that the enforcement of the Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures would violate federal law, Georgia law or the County's laws and procedures.

(B) In the event the Tax Commissioner declines to enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures, the Tax Commissioner shall inform the City of that decision no later than 90 days after his receipt of the all items provided to him under Subsections (F) and (G) of Section V of this Agreement. Such notice shall inform the City of the ground(s) for which the Tax Commissioner declines to enforce the Municipal Code

Enforcement Lien. The City shall have the right to attempt to remedy the Tax Commissioner's concerns and to resubmit the requisite documentation with such action constituting a new submission for purposes of the deadlines stated in this Section.

(C) In the event the Tax Commissioner decides to enforce a Municipal Code Enforcement Lien, the Tax Commissioner shall process the City's request to pursue the Judicial In Rem Foreclosure Procedures as soon as practicable and shall commence suit under the Judicial In Rem Foreclosure Procedures no later than 180 days after his receipt of the all items provided to him under Subsections (F) and (G) of Section V of this Agreement.

(D) In the event the Tax Commissioner decides to enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures, the Tax Commissioner shall have the sole discretion to enforce in such action all outstanding ad valorem taxes assessed by the City and/or the County on the Tax Delinquent Parcel and/or all outstanding annual solid waste fees assessed by the City on that Parcel.

(E) At the conclusion of an action brought under the Judicial In Rem Foreclosure Procedures, the Tax Commissioner shall remit to the City all amounts collected in the proceeding that are due under the Notice of Final Determination of Costs (including any applicable interest, penalties and fees).

VII. DUTIES OF THE COUNTY

(A) The County shall employ, through contract or otherwise, any additional staff that, in its sole discretion upon input from the Tax Commissioner, it deems necessary to fulfill duties imposed upon the Tax Commissioner in pursuing the Judicial In Rem Foreclosure Procedures.

(B) The County, through the Fulton County Attorney's Office, shall retain outside counsel to provide legal services to the Tax Commissioner in the enforcement of a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures. Such services shall include, but are not limited to, initiating suits and representing the Tax Commissioner in such proceedings. While retained by the County, said outside counsel shall work under the direction of the Tax Commissioner.

VIII. FUNDING AND EXPENSES

(A) **Administrative Fee.** The County shall be entitled to payment from the City of an administrative fee of \$50.00 for each instance the City requests the Tax Commissioner enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures. Pursuant to O.C.G.A. § 48-5-359.1(3)(B), said administrative fee substantially approximates the cost to the County of providing to the City the services set forth in this Agreement. The City shall remit to the Tax Commissioner the full amount of the administrative fee simultaneously with the submission of the items described in Subsection (F) of Section V. The Tax Commissioner shall deliver such payment to the County's General Fund. The City agrees that the administrative fee under this provision is not refundable.

(B) **Attorney's Fees.** For each Tax Delinquent Parcel the City requests the Tax Commissioner enforce a Municipal Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures, the County shall be entitled to a payment (or payments, as applicable) from the City to pay the attorney's fees for the outside counsel retained by the County under

Subsection (B) of Section VII. Said attorney's fees shall be paid in the amount(s) and under the timeline(s) provided below.

1. Code Enforcement Proceeding in the Superior Court. Following the filing in the Superior Court of the petition for ad valorem tax foreclosure under O.C.G.A. § 48-7-78, the Tax Commissioner through Counsel shall deliver to the City a copy of the file-stamped petition. Within 30 days of its receipt of this item, the City shall remit to the County \$7,500.00, the purpose of such charge being to pay the attorney's fees for the retained outside counsel for the Tax Commissioner in order to prosecute the ad valorem tax foreclosure action in the Superior Court to a final decision.
2. Appeal. In the event an appeal is brought from a Superior Court decision in the ad valorem tax foreclosure action, the County shall be entitled to payment from the City at the rate of \$325.00 per hour for each hour that the retained outside counsel expends in representation of the Tax Commissioner and/or the County in that appeal. Counsel for the Tax Commissioner shall deliver to the City an itemized invoice (or invoices) for the services of the retained outside counsel in the appeal each month when services are rendered during the pendency of an appeal. Within 30 days of the receipt of this invoice, the City shall remit to the Tax Commissioner full payment of the charges stated therein for payment of outside counsel upon approval and at the direction of the Fulton County Attorney.
3. Attorney Review and No Code Enforcement Proceeding Filed. In the event the Tax Commissioner declines to enforce a Code Enforcement Lien through the Judicial In Rem Foreclosure Procedures and the retained outside counsel has expended time to research the matter and/or to provide legal advice on the matter, the County shall be entitled to payment from the City at the rate of \$325.00 per hour for each hour that the retained outside counsel has expended on the matter. Counsel for the Tax Commissioner shall deliver to the City an itemized invoice (or invoices) for the services of the retained outside counsel in such proceeding (and, to the extent applicable, in any appeal therefrom). Within 30 days of the receipt of this item, the City shall remit to the Tax Commissioner full payment of the charges stated therein.

(C) Legal Costs. The City acknowledges that the charge set forth in Subsection (B) is only for the attorney's fees for the outside counsel retained by the County under Subsection (B) of Section VII and is not intended to cover the cost of any expense(s) incurred by the outside counsel in providing legal services to the Tax Commissioner through the Judicial In Rem Foreclosure Procedures. Such expenses may include the costs of obtaining a title report, any court filing fees, service of process fees, publication costs and other reasonable costs incurred by outside counsel in providing legal services to the Tax Commissioner. The City is solely responsible for the payment to the outside counsel for such expenses within 30 days of the receipt of the list of such expenses. Neither the County nor the Tax Commissioner shall have any obligation to expend County funds in order to pay for such expenses.

(D) Recovery Under O.C.G.A. § 48-4-77. In the event suit is brought under the Judicial In Rem Foreclosure Procedures, the amounts paid by the City for Attorney's Fees and Legal Costs shall be included in the calculation of recoverable expenses authorized by O.C.G.A. § 48-4-77. In the event the subject Tax Delinquent Parcel is redeemed by the owner or is publicly sold pursuant to a Judicial In Rem Foreclosure order, the amounts received by the Tax Commissioner from such payment for the aforesaid Attorney's Fees and Legal Costs shall be

remitted to the City within 30 days after such funds are received, if redeemed, or 30 days after the Judicial Foreclosure is confirmed by the Court, if bought by a third party bidder.

(E) **Tax Commissioner's Compensation.** The Tax Commissioner shall not be entitled to any compensation from the City for his provision of services under this Agreement.

IX. DUTY TO DEFEND

The City acknowledges and understands that the sole purpose for the County and the Tax Commissioner entering this Agreement is to assist the City with the enforcement and collection of an otherwise valid Municipal Code Enforcement Lien. Nothing contained herein shall be construed to impose upon the County or the Tax Commissioner any obligation (1) to defend any administrative decision by the City that determines a violation of the Housing Code has occurred as to any Parcel or; (2) to defend the validity of any proceeding or decision by the Municipal Court as to a purported Housing Code violation.

In the event any third party asserts, in any state or federal court, any claim or suit (arising either in law or equity) against the County or the Tax Commissioner that, in whole or in part, arises out of or in connection with any action, decision, policy, or occurrence concerning a Municipal Code Enforcement Lien that transpired prior to the delivery of such item to the Tax Commissioner, the City shall defend and hold the County and the Tax Commissioner harmless from such claim or suit.

X. NOTICES

Any notice required or penalty under this Agreement shall be in writing and shall be emailed and mailed, with adequate postage affixed, to the relevant addressee, email address, and address listed below. Said notice shall be deemed received three (3) days following deposit of same in the U.S. Mail.

IF TO FULTON COUNTY:

Fulton County Manager
Fulton County Government Center 141 Pryor Street SW
Tenth Floor
Atlanta, GA 30303
Email: Dick.Anderson@fultoncountyga.gov

Fulton County Attorney
Fulton County Government Center 141 Pryor Street SW
Suite 4038
Atlanta, GA 30303
Email: Soo.Jo@fultoncountyga.gov

IF TO TAX COMMISSIONER:

Fulton County Tax Commissioner
Fulton County Government Center 141 Pryor Street SW
Suite 1072

Atlanta, GA 30303

Email: Arthur.Ferdinand@fultoncountygga.gov; Terry.Noble@fultoncountygga.gov

IF TO THE CITY OF ATLANTA:

Mayor

City Hall Annex

55 Trinity Avenue SW

Atlanta, GA 30303

Email: mayordickens@atlantaGA.gov

XI. MISCELLANEOUS

- (A) **Collection Agreement**. Nothing contained in this Agreement shall be construed to modify the term of the Collection Agreement or to alter or expand the respective obligations imposed upon the Parties under the Collection Agreement.
- (B) **Entire Agreement**. This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the Parties with respect to the collection and enforcement of a Municipal Code Enforcement Lien issued against a Tax Delinquent Parcel via the use of the Judicial In Rem Foreclosure Procedures. Furthermore, the Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to these matters.
- (C) **Amendment/Modification**. To be valid and enforceable, any amendment or modification to this Agreement must be in writing and signed by the Parties.
- (D) **No Consent to Breach**. No consent or waiver, express or implied, by any Party to this Agreement, to any breach of any covenant, condition, or duty of another Party shall be construed as a consent to or waiver of any future breach of the same.
- (E) **Severability**. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement, unless the elimination of such provision detrimentally reduces the consideration that any Party is to receive under this Agreement or materially affects the operation of this Agreement.
- (F) **Governing Law**. This Agreement shall be governed in all aspects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.
- (G) **Compliance with The Law**. The Parties shall comply with all applicable local, state and federal statutes, ordinances, rules and regulations.
- (H) **Rules of Construction**. For purposes of administration and enforcement of this Agreement, unless otherwise stated herein, the following rules of construction shall apply:
 - 1. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.
 - 2. The word “shall” is always mandatory and not discretionary; the word “may” is permissive.
 - 3. Words used in the present tense shall include the future and words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.

- (I) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

CITY OF ATLANTA, GEORGIA

Mayor

Date: _____

ATTEST:

Clerk, City of Atlanta

APPROVED AS TO FORM:

City Attorney

FULTON COUNTY, GEORGIA

Chairman, Fulton County Board of
Commissioners

Date: _____

**FULTON COUNTY TAX
COMMISSIONER**



Dr. Arthur E. Ferdinand, Tax
Commissioner

Date: 3/12/2025

ATTEST:

Clerk, Fulton County Board of
Commissioners

APPROVED AS TO FORM:

County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0270

Meeting Date: 4/2/2025

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

Agenda Item Summary

Agenda Item No.: 25-0271

Meeting Date: 4/2/2025

Department

County Manager

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

Presentation: Fulton County Superior Court's Accountability Court (FCAC), State Court's Recovery Treatment Court (RTC), and Magistrate Court's Misdemeanor Mental Health Court (MMC) is submitting the following reorganization plan, to begin in April 2025, providing efficient and collaborative service delivery, streamlined administration of similar court treatment programs, and optimization of testing services.

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

This discussion item is to provide the Board of Commissioners with an update on the progress and process of the reorganization in advance of the April 16 budget sounding to fund transferred positions.

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

Justice and Safety

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: Superior Court Administration recommends approval of the reorganization plan to consolidate FCAC, RTC, and MMC programs into a single Accountability Court under the management of the Director of FCAC in Superior Court. This action will optimize the alignment and integration of accountability court functions of the Fulton County Courts and align with the County's overall strategy to consolidate Court

services, and promote greater operational efficiency. The proposed changes based on the reorganization plan include: 1) Movement of the services, staff, and resources of RTC from State Court to Superior Court; 2) Movement of the services, staff, and resources of MMC from Magistrate Court to Superior Court; 3) Movement of substance use and mental health treatment services for RTC and MMC from Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD) to be administered by Superior Court; 4) Creation of treatment positions that will serve to deliver treatment services to RTC and MMC participants; 5) Establishment of a second program pathway in FCAC's Drug Court to serve moderate-risk/high-need participants who are not currently served in the available programs; and 6) Establishment of a single drug testing model for all accountability court programs.

Community Impact: The goal is to increase public safety and reduce the inflow of individuals into our jail for drug, alcohol, and mental health related crimes. The reorganization will reduce jail time for inmates at Fulton County Jail referred to accountability court by streamlining the intake process and expanding available services. The reorganization will also increase the capacity of accountability court programs.

Department Recommendation: Superior Court Administration recommends the Board of Commissioners approve this reorganization plan that consolidates the FCAC, RTC, and MMC programs into a single Accountability Court under the management of the Director of FCAC in Superior Court.

Project Implications: Justice partners will experience a single streamlined referral process leading to more referrals. Aligned operations and procedures allow for the flexible allocation of pooled staff and resources and helps mitigate against staffing shortages. Combined program size will facilitate vendor volume pricing. Increased efficiency and decreased effort duplication with internal and external partners.

Community Issues/Concerns: None Noted

Department Issues/Concerns: None Noted



FULTON COUNTY ACCOUNTABILITY COURT REORGANIZATION PLAN

Fulton County Board of Commissioners
April 2, 2025

Agenda

- Overview
- Organizational Structure
- Budget
- Service Locations
- Timeline
- Benefits

Overview

- The Fulton County justice system conducts independent accountability courts across our three criminal courts
 - Superior Court: Drug, Veterans, & Behavioral Health Courts
 - State Court: Recovery Treatment Court (RTC)
 - Magistrate Court: Misdemeanor Mental Health Court (MMC)
- A formal reorganization is proposed to consolidate all staff and operations of the accountability courts under Superior Court Administration

Overview – Consolidated Services

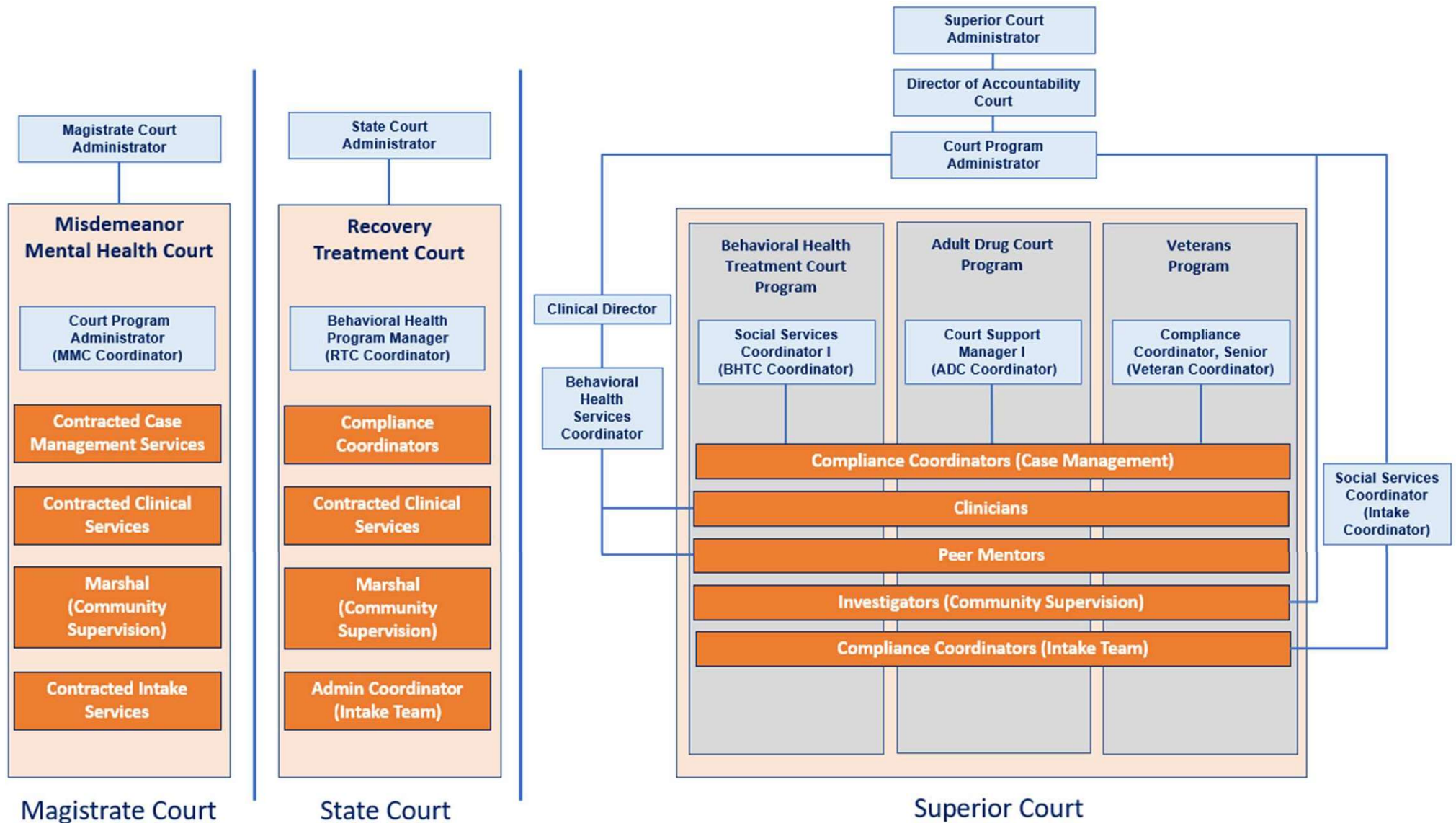
Steps to achieving a consolidated model

1. Movement of the services, staff, and resources of RTC from State Court to Superior Court
2. Movement of the services, staff, and resources of MMC from Magistrate Court to Superior Court
3. Movement of substance use and mental health treatment services for RTC and MMC from Fulton County Department of Behavioral Health and Developmental Disabilities (DBHDD) to be administered by Superior Court
4. Creation of treatment positions that will serve to deliver treatment services to RTC and MMC participants
5. Establishment of a second program pathway in Superior Court's Drug Court to serve moderate-risk / high-need participants who are not currently served in the available programs
6. Establishment of a single drug testing model for all accountability court programs

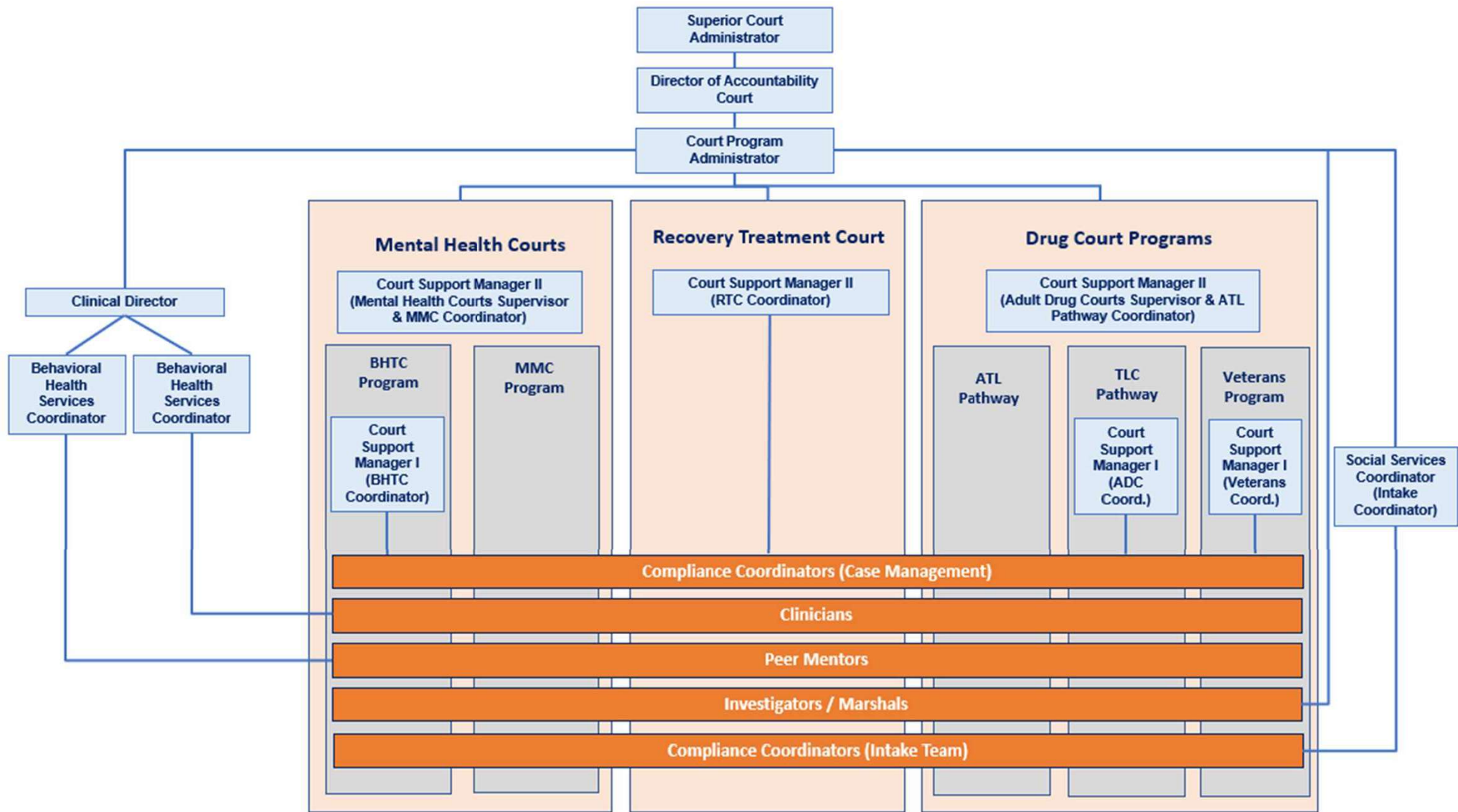
Overview – Consolidation Impact

- One-stop referral process for all programs
 - Single streamlined referral process leading to more referrals
 - Reduced referral-to-entry and incarceration times
- Pooled staffing model
 - Aligned operations and procedures
 - Staffing flexibility as individual program caseload sizes fluctuate
 - Mitigate against staffing shortages
- Leverage combined program size
 - Negotiating vendor volume pricing
 - Maximize grant funding requests
- Leverage administrative support
 - Access to administrative structure and expertise in Superior Court Administration across entire accountability court system
 - Decrease duplicative efforts with internal and external partners

Organizational Structure – Current



Organizational Structure – Planned



Budget – Current

Reorganization of Accountability Courts will be a budget neutral action

CURRENT BUDGET			
DEPARTMENT	FUNDING SOURCE	SERVICE	BUDGET
STATE COURT	General Fund	RTC Drug Testing - Avertest	\$ 196,607
	General Fund	RTC Treatment Services - River Edge	\$ 200,000
			\$ 396,607
BEHAVIORAL HEALTH & DEVELOPMENTAL DISABILITIES	General Fund	RTC Treatment Services - River Edge	\$ 231,761
	General Fund	MMC Treatment / Testing - River Edge	\$ 560,000
			\$ 791,761
SUPERIOR COURT	General Fund	County Drug Testing Personnel	\$ 117,259
	General Fund	Equipment	\$ 25,600
	CACJ Grant - AC25	Drug Testing Supplies	\$ 114,230
	CACJ Grant - MC25	Drug Testing Personnel and Supplies	\$ 73,743
	CACJ Grant - VT25	Drug Testing Supplies	\$ 17,503
			\$ 348,335
			\$ 1,536,703

Budget – Planned

CONSOLIDATED BUDGET			
USE	FUNDING SOURCE	SERVICE	BUDGET
TREATMENT STAFFING	General Fund	Behavioral Health Services Coordinator (1)	\$ 115,580
	General Fund	Behavioral Health Clinician II (3)	\$ 312,903
	General Fund	Behavioral Health Clinician I (2)	\$ 198,274
	General Fund	Social Services Coordinator I (1)	\$ 104,302
	General Fund	Compliance Coordinator (1)	\$ 86,714
	General Fund	Behavioral Health Assistant (1)	\$ 70,769
	General Fund	Current Staff Salary Adjustments	\$ 49,654
	General Fund	Staff Equipment	\$ 25,600
			\$ 963,796
DRUG TESTING SERVICES	General Fund	Drug Testing Contract - <i>Vendor TBD</i>	\$ 570,000
	CACJ Grant - AC25		
	CACJ Grant - MC25		
	CACJ Grant - VT25		
			\$ 570,000
			\$ 1,533,796
DIFFERENCE			\$ 2,908

Service Locations

Current Locations		
Program	Treatment Services	Testing Services
FCAC	1135A Jefferson St	1135A Jefferson St
RTC	265 Boulevard, NE 7741 Roswell Rd, NE	265 Boulevard, NE 7741 Roswell Rd, NE
MMC	265 Boulevard, NE Fulton County Courthouse	265 Boulevard, NE



Interim Locations		
Program	Treatment Services	Testing Services
FCAC	1135A Jefferson St	1135A Jefferson St 7741 Roswell Rd, NE
RTC	1135A Jefferson St 7741 Roswell Rd	1135A Jefferson St 7741 Roswell Rd, NE
MMC	1135A Jefferson St Fulton County Courthouse	1135A Jefferson St 7741 Roswell Rd, NE



Planned Final Locations		
Program	Treatment Services	Testing Services
FCAC	137 Peachtree St 4700 North Point Pkwy	137 Peachtree St 4700 North Point Pkwy
RTC		
MMC		

Timeline

- Activities completed and in progress



- Upcoming activities to complete consolidation



Benefits of the Reorganization

- Consolidation of accountability court programs leveraging a shared services model is expected to:
 - Increase outreach and streamline intake
 - Enhance operational efficiency
 - Increase overall number of participants
 - Maximize participant success and retention
 - Increase access to proven interventions
 - Reduce recidivism



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 25-0272

Meeting Date: 4/2/2025

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

Discussion and approval of Payroll Deductions for Employee Organizations **(Pitts)**