

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

June 1, 2022
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)
Liz Hausmann, Vice-Chairman (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, 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**22-0381 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 Regular Meeting Agenda for separate consideration.

22-0382 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Dr. Nellie Ruth Wright Adams Remembrance Day."
(Abdur-Rahman)
May 20, 2022

Proclamation recognizing "W.L. Cottrell Remembrance Day." **(Pitts)**
May 23, 2022

Commissioners' District Board Appointments**22-0383 Board of Commissioners**

COMMISSION ON DISABILITY AFFAIRS

Term = Staggered two (2) year terms

Terms below expired: 7/31/2015

VACANT **(Hausmann)**

VACANT **(Pitts/Morris)**

Mr. Robert Smith **(Edwards/Arrington)**

Commissioner Morris has nominated Derrick Tuff for a District appointment to a term ending December 31, 2023.

Open & Responsible Government**22-0384 Real Estate and Asset Management**

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, 20RFP127341K-DB, Judge Romae T. Powell-Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs and Chiller Replacements in the amount of \$123,073.00 with Trane U.S., Inc. (Atlanta, GA), to modify the existing Scope of Work to provide additional repairs and replacement of primary and secondary chiller pumps discovered during the upgrade renovation project of the BAS Controls, AHU and Chillers at the Fulton County Judge Romae T. Powell Juvenile Justice Center; and, to extend the existing contract for an additional four (4) month period in order to complete the work through October 31, 2022.

Arts and Libraries**22-0385 Library**

Request approval of the lowest responsible bidder - Fulton County Library System- 22ITB0210B-EC Shelf-Ready Foreign Language Books for Adults in the amount not to exceed \$36,520.00 with Multi-Cultural Books and Video (Madison Heights, MI) to provide foreign language books in multiple languages to all 34 library locations. Effective upon BOC approval until December 31, 2022 with three renewal options.

22-0386 Library

Request approval of a Memorandum of Understanding between Fulton County, on behalf of the Fulton County Library System, and Vision to Learn to provide free eye screenings for kids during Summer Reading beginning June 1, 2022. The service will be at no cost to Fulton County and will be located at jointly agreed locations. The County Attorney is authorized to approve the MOU as to form and to make modifications thereto prior to execution.

Health and Human Services**22-0387 Senior Services**

Request approval to amend an existing contract - Department of Senior Services, 18RFP11228-FB, Aging Services with (A) Senior Services North Fulton, (B) South Fulton Senior Services and (C) Visiting Nurses Health System, to amend the contract to change the invoice due date from the 6th of the month to the 15th of the month. Effective upon approval.

Infrastructure and Economic Development**22-0388 Real Estate and Asset Management**

Request approval of a Sewer Easement Dedication of 4,338 square feet to Fulton County, a political subdivision of the State of Georgia, from Jonesboro Road Senior Village, LP, for the purpose of constructing the Jonesboro Road Senior Village Project at 3895 Jonesboro Road, South Fulton, Georgia 30213.

22-0389 Real Estate and Asset Management

Request approval of a Resolution authorizing the execution of a Right of Access License Agreement between Fulton County, Georgia and the Sandy Springs Conservancy, Inc. for the purpose of accepting donated volunteer projects performed to the exterior grounds of the Sandy Springs Library; authorizing the County Manager or his designee to approve such volunteer projects; authorizing the County Attorney to approve the License Agreement and related documents as to form and to make modifications thereto prior to execution; and for other purposes.

22-0390 Real Estate and Asset Management

Request approval of a Sewer Easement Dedication of 44,058 square feet to Fulton County, a political subdivision of the State of Georgia, from GRBK North Point, LLC., for the purpose of constructing the Ecco Park Phase 2 Project at 1275 North Point Parkway, Alpharetta, Georgia 30022.

REGULAR MEETING AGENDA**22-0391 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

22-0392 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, May 4, 2022

Recess Meeting Post Agenda Minutes, May 18, 2022

22-0393 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Fulton County Employee Appreciation Day." **(Pitts)**

Proclamation recognizing "Veterans Empowerment Organization Appreciation Day." **(Ellis)**

Presentation to the Board of Commissioners: "In My Shoes" Art Exhibit. **(Arts & Culture)**

PUBLIC HEARINGS**22-0394 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.

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 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. In the event the 30 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. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

ZONING, USE PERMITS, AND ZONING MODIFICATION APPLICATIONS**22-0395 Public Works**

2022Z -0001 SFC, 2022VC-0001 SFC, 4143 Fulton Industrial Boulevard (SR 70)
Public Works Dept. Recommendation: Approval Conditional
CZB Recommendation: Approval Conditional
CLUP: Consistent

Application by Nathan V. Hendricks III for White Coat, LLC seeks rezoning from M-2 (Heavy Industrial) to C-2 (Commercial) of property located at 4143 Fulton Industrial Boulevard to accommodate an urgent care facility. The 0.44-acre property is currently developed with an 1,800 square foot building and parking lot. The applicant intends to renovate the existing building for occupational medical use as an urgent care facility focused on providing service to area workers. In addition, the applicant also requests a concurrent variance as follows: Reduce the 5-foot landscape strip to 0 feet to allow existing encroachments along the southwest property line to remain. (Article 4.23.1)

The subject site has 94 feet of frontage along the northwest side of Martin Luther King Jr. Drive and is located within Land Lot 23, District 14F, Fulton County, Georgia.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****22-0396 County Manager**

Presentation of COVID-19 Operational Response Update.

22-0397 Purchasing and Contract Compliance

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

22-0398 Finance

Presentation, review and approval of June 1, 2022 Budget Soundings.

22-0399 Human Resources Management

Request approval to modify the classification section of the Classification and Compensation plan by adding two (2) new titles: Talent Acquisition Supervisor (grade 22) and Talent Acquisition Specialist (grade 19).

22-0400 Real Estate and Asset Management

Request approval to an amend existing contract - **Fulton County Library System**, RFP#11RFP78733K-NH, Wayfinding Design Services for the Library Capital Improvement Program (CIP), Phase II in the amount of \$49,600.00 with EYP, Inc. (Atlanta, GA), to provide additional Wayfinding Programming, Design and Construction Administration Services for Peachtree Library and MLK Library. Effective upon approval.

22-0401 Real Estate and Asset Management

Request approval to amend an existing contract - **Fulton County Library System**, RFP#11RFP78810K-JD, Technology and Design Services for the Library Capital Improvement Program (CIP), Phase II in the amount of \$165,400.00 with TLC Engineering for Architecture, Inc. (Jacksonville, FL), to provide engineering design and construction administration services for IT systems, telecommunication, audio-visual technology, building security and training services for Peachtree Library, MLK Jr. Library and East Point Library Expansion. Effective upon approval.

22-0402 Real Estate and Asset Management

Request approval to extend an existing contract - Fulton County Library System, RFP #10RFP04122K-DJ, Program Management Services for the Fulton County Library System Capital Improvement Program (FCLS-CIP) in the amount of \$400,091.70 with CBRE Heery/Russell - a joint venture (Atlanta, GA), comprised of CBRE Heery, Inc. and H.J. Russell and Company, Inc. to provide continued Program Management Services for the remaining Phase II library projects for an additional six (6) month period in order to complete project construction and project adds for Phase II library project renovations. Effective dates: July 1, 2022 through December 31, 2022.

Health and Human Services**22-0403 Senior Services**

Request approval to increase spending authority - Department of Senior Services, #16RFP02082016A-CJC, Senior Transportation Services in the amount not to exceed \$65,000.00 with Transdev, Incorporated (Lombard, IL), to provide Senior Transportation Services for Fulton County Seniors aged 60 and above and participants attending the Fulton County Behavioral Health Training Centers. Effective upon BOC approval.

22-0404 Public Works

The Departments of Public Works and Finance request approval to hold public hearings in anticipation of a future request for approval to authorize increases in water and sewer rates, fees and charges by five percent (5%) for the next three years effective January 1, 2023. The increases in rates are necessary to complete the projects included in the 2023-2026 Water and Wastewater Capital Improvements Program and South Fulton Wastewater Capacity Study.

COMMISSIONERS' ACTION ITEMS**22-0405 Board of Commissioners**

Request approval of an Ordinance to amend Chapter 38 (Human Relations), Article II (Discrimination in Places of Public Accommodation), Sections 38-32(b) and 38-33 (a) of the Fulton County Code of Ordinances to adopt a policy against discrimination on the bases of sexual orientation, gender identity, and gender expression; and for other purposes. **(Morris)**

22-0406 Board of Commissioners

Request approval to amend Chapter 38 (Human Relations), Article I (In General), Section 38-1 and Chapter 154 (Personnel), Article I (In General), Section 14-3 (a) of the Fulton County Code of Ordinances to adopt a policy against discrimination on the bases of gender identity and gender expression; and for other purposes. **(Morris)**

22-0407 Board of Commissioners

Request approval of an Ordinance to amend Chapter 38 (Human Relations) of the Fulton County Code of Ordinances by adopting a new Article III (Discrimination in Housing) to prohibit discrimination in Housing based on a person's sex, race, color, religion, disability, familial status, national origin, sexual orientation, gender identity or gender expression; and for other purposes. **(Morris)**

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Infrastructure and Economic Development****22-0408 Strategy and Performance Management**

Presentation: Infrastructure and Economic Development Area Report for FY2022.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS**22-0379 Board of Commissioners**

Discussion: Status update on execution and implementation of Board Resolution to combat voter suppression in Fulton County **(Abdur-Rahman) (HELD ON 5/18/22)**

22-0409 Board of Commissioners

Discussion: Elections Update **(Hausmann)**

EXECUTIVE SESSION**22-0410 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.: 22-0382

Meeting Date: 6/1/2022

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Dr. Nellie Ruth Wright Adams Remembrance Day.” **(Abdur-Rahman)**
May 20, 2022

Proclamation recognizing “W.L. Cottrell Remembrance Day.” **(Pitts)**
May 23, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0384

Meeting Date: 6/1/2022

Department

Real Estate and Asset Management

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

Request approval of a change order less than 10% - Department of Real Estate and Asset Management, 20RFP127341K-DB, Judge Romae T. Powell-Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs and Chiller Replacements in the amount of \$123,073.00 with Trane U.S., Inc. (Atlanta, GA), to modify the existing Scope of Work to provide additional repairs and replacement of primary and secondary chiller pumps discovered during the upgrade renovation project of the BAS Controls, AHU and Chillers at the Fulton County Judge Romae T. Powell Juvenile Justice Center; and, to extend the existing contract for an additional four (4) month period in order to complete the work through October 31, 2022.

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 Request approval of Change Order No. 1 to provide additional repairs and replacement of primary and secondary chiller pumps for the BAS Controls, AHU and Chillers Project at the Fulton County Judge Romae T. Powell Juvenile Justice Center.

Scope of Work: The Contractor will perform the additional services to provide repairs and replacement of primary and secondary chiller pumps the need for which was discovered during the upgrade renovation project of the BAS Controls, AHU and Chillers at the Fulton County Judge Romae T. Powell Juvenile Justice Center.

It was discovered during a recent investigation as part of the Juvenile Justice Center BAS Controls, Chillers & AHUs Project that three (3) Primary and two (2) Secondary Chiller Pumps, have extensive, unexpected damaged and deteriorating components requiring repair and/or replacement to return to operating condition. The investigation also showed that the deficiencies of this work go beyond the current project scope and will incur additional costs, depleting the original project contingency and exceeding the total approved authority of \$1,802,591.00.

These Pumps supply chilled water from the Chillers to building AHUs and return it from the Cooling Tower. Their function is essential to the successful operation of the HVAC system and the delivery of conditioned air throughout the facility.

Currently, the overall Project is approximately 68% complete with three (3) new Chillers installed and the AHUs refurbishments 90% finished. Work has begun connecting the BAS Controls to the Terminal Unit Boxes and Network Controllers.

Pumps Existing Conditions and Costs to Repair/Replace:

| Pumps | Condition | Completion | Costs |
|--------------------|--|---------------------------|---------------------|
| Primary P-1 | Damaged impeller and shaft from bearing failure. | 2 nd Qtr. 2022 | \$25,222.00 |
| Primary P-2 | Damaged impeller and shaft from bearing failure. | 3 rd Qtr. 2022 | \$25,222.00 |
| Primary P-3 | Leaking grease. Idle for many years. Likely bearing failure. | 2 nd Qtr. 2022 | \$31,860.00 |
| Secondary SP-1 | Bearing failure resulted in damaged impeller, sleeve, and shaft. | 2 nd Qtr. 2022 | \$14,790.00 |
| Secondary SP-2 | Bearing failure resulted in damaged impeller, sleeve, and shaft. | 3 rd Qtr. 2022 | \$14,790.00 |
| Contingency (10%) | | | \$11,189.00 |
| Total Costs | | | \$123,073.00 |

This Change Order is necessary to complete the Building Automation System Upgrades, Air Handling Unit Repairs and Chiller Replacements Project. These Primary and Secondary Chiller Pumps are approximately twenty (20) years old and original to the building. Deferred maintenance and repairs have shortened their useful life and this additional capital investment is now necessary to make the Pumps fully operational. Major repairs and replacements of the Pumps are not part of the project scope of work. Coupled with rising construction pricing, scarcity of replacement parts, and scheduling impacts, we believe this Change Request #1 is merited.

Community Impact: Maintaining BAS, AHUs and chillers systems in a reliable working condition ensures proper air quality and temperature in all buildings visited by the public.

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

On May 5, 2021, the BOC approved Item #21-0332, the recommended proposal #20RFP127341K-DB, with Trane U.S., Inc. in the amount of \$1,802,591.00, to provide renovation of the BAS upgrades, AHUs Repairs and Chiller Replacement at the Fulton County Judge Romae T. Powell Juvenile Justice Center.

This request for Change Order No. 1 in the total amount of \$123,073.00, will allow the completion of the renovation of the BAS upgrades, AHUs Repairs and Chiller Replacement. We also request as part of this Change Order No. 1 that the contract term to be extended by an additional four (4) months as we expect the work should be completed by October 31, 2022. This extension is solely attributable to the availability and delivery of necessary replacements parts which can be up to sixteen (16) weeks. Monies for this Change Order will be provided by the FCURA Urban Redevelopment Bonds fund.

The HVAC Contractor (Trane U.S., Inc.) will work in collaboration with the Department of Real Estate and Asset Management, Project Management Team.

Project Implications: This effort and impact are necessary to allow the completion of renovations of the BAS upgrades, AHUs Repairs and Chiller Replacement Project in the Juvenile Justice Center.

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

Department Issues/Concerns: If this Change Order is not approved, there may be a potential disruption of the renovation of the BAS upgrades, AHUs Repairs and Chiller Replacement Project to upgrade performance of the HVAC system and deliver conditioned air within the Juvenile Justice Center.

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|---------------------------|----------|--------|---------------------|
| Original Award Amount | 21-0332 | 5/5/21 | \$1,802,591.00 |
| Change Order No. 1 | | | \$123,073.00 |
| Total Revised Amount | | | \$1,925,664.00 |

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

Contract Value: \$123,073.00

Prime Vendor: Trane U.S. Inc.

Prime Status: Non-Minority

Location: Atlanta, GA

| | |
|-----------------------|---|
| County: | Fulton County |
| Prime Value: | \$64,613.33 or 52.50% |
| Subcontractor: | ARS Mechanical, LLC |
| Subcontractor Status: | African American Male Business Enterprise-Certified |
| Location: | Stonecrest, GA |
| County: | DeKalb County |
| Contract Value: | \$35,838.86 or 29.12% |
| Subcontractor: | Research Air Flo, Inc. |
| Subcontractor Status: | Non-Minority |
| Location: | Atlanta, GA |
| County: | Fulton County |
| Contract Value: | \$1,858.40 or 1.51% |
| Subcontractor: | Osprey Management |
| Subcontractor Status: | African American Male Business Enterprise-Non-Certified |
| Location: | Marietta, GA |
| County: | Cobb County |
| Contract Value: | \$1,353.80 or 1.10% |
| Subcontractor: | Sutton Electric |
| Subcontractor Status: | Non-Minority |
| Location: | Newnan, GA |
| County: | Coweta County |
| Contract Value: | \$19,408.61 or 15.77% |
| Total Contract Value: | \$123,073.00 or 100.00% |
| Total MFBE Value: | \$37,192.66 or 30.22% |

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

Exhibit 1: Change Order No. 1 to Form of Contract

Exhibit 2: Change Order Proposal

Exhibit 3: Contractor 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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,802,591.00
Previous Adjustments: \$0.00
This Request: \$123,073.00
TOTAL: \$1,925,664.00

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:**

532-520-5200-K008: FCURA, Real Estate and Asset Management, MEP Improvements-FCURA -
\$123,073.00

| Key Contract Terms | |
|---|---------------------------------|
| Start Date: Upon BOC Approval | End Date: 10/31/2022 |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating: 3.40

Would you select/recommend this vendor again?

Yes

Report Period Start: 6/30/2021
Report Period End: 3/31/2022

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: Trane U.S., Inc.

Contract No. 20RFP127341K-DB, Judge Romae T. Powell-Fulton County Juvenile Justice Facility Building Automation System Upgrades, Air Handling Unit Repairs & Chiller Replacements

Address: 400 DeKalb Technology Parkway
City, State Atlanta, Georgia 30240

Telephone: (404) 747-4010

E-mail: Bea.Tatum@tranetechnologies.com

Contact: Bea Tatum
Analyst Business Support

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Trane U.S., Inc. to provide Construction Management at Risk Services for the Renovation and Refurbishment of the Restrooms and Common Areas in the Fulton County Government Judicial Center Complexes, dated June 30, 2021, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the County wishes to modify the existing contract in the form of this change order to revise the existing Scope of Work to provide additional restrooms modifications and common area improvements because of unforeseen existing conditions for the Fulton County Judicial and Government Center Complexes, Phase I Project for Fulton County; and, to extend the existing contract for an additional four (4) month period through October 31, 2022; 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 **June 1, 2022, BOC Item #22-** .

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

This Change Order No. 1 to Form of Contract is effective as of the 1st day of June, 2022, between the Cooper Carry, Inc., who agree that all Services specified will be performed in accordance with this Change Order No. 1 of Form of Contract and the Contract Documents.

SCOPE OF WORK TO BE PERFORMED: Modify the existing Scope of Work to perform additional services to provide repairs and replacement of primary and secondary chiller pumps which was discovered during the upgrade renovation project of the BAS Controls, AHU and Chillers at the Fulton County Judge Romae T. Powell Juvenile Justice Center.

Pumps Existing Conditions and Costs to Repair/Replace:

| Pumps | Condition | Completion | Costs |
|--------------------|--|---------------------------|---------------------|
| Primary P-1 | Damaged impeller and shaft from bearing failure. | 2 nd Qtr. 2022 | \$25,222.00 |
| Primary P-2 | Damaged impeller and shaft from bearing failure. | 3 rd Qtr. 2022 | \$25,222.00 |
| Primary P-3 | Leaking grease. Idle for many years. Likely bearing failure. | 2 nd Qtr. 2022 | \$31,860.00 |
| Secondary SP-1 | Bearing failure resulted in damaged impeller, sleeve, and shaft. | 2 nd Qtr. 2022 | \$14,790.00 |
| Secondary SP-2 | Bearing failure resulted in damaged impeller, sleeve, and shaft. | 3 rd Qtr. 2022 | \$14,790.00 |
| Contingency (10%) | | | \$11,189.00 |
| Total Costs | | | \$123,073.00 |

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$123,073.00** (One Hundred Twenty-Three Thousand Seventy-Three Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Change Order 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 CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order 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:

TRANE U.S., INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Bea Tatum,
Analyst Business Support

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: _____

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


Commission Expires: _____

(Affix Notary Seal)

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



TO: Joseph N. Davis
Timothy Dimond

FROM: William L. Mason 

DATE: April 11, 2022

SUBJECT: Change Request #1/Pump Repairs &
Replacements/Juvenile Justice Center BAS Controls,
Chillers and AHUs Project

INTEROFFICE MEMORANDUM

As we recently discussed, our investigation into the three (3) Primary and two (2) Secondary Chiller Pumps during the Juvenile Justice Center BAS Controls, Chillers & AHUs Project we discovered extensive, unexpected damaged and deteriorating components requiring repair and/or replacement to return to operating condition. The photographs below show some of these deficiencies. This work goes beyond the project scope and will incur additional costs depleting the original project contingency and exceeding the Contract Sum.

These Pumps supply chilled water from the Chillers to building AHUs and return it from the Cooling Tower. Their function is essential to the successful operation of the HVAC system and the delivery of conditioned air throughout the facility.

The overall Project is approximately 68% complete with three (3) new Chillers installed and the AHUs refurbishments 90% finished. Work has begun connecting the BAS Controls to the Terminal Unit Boxes and Network Controllers.

Accordingly, I am requesting your authorization to submit to the Board of Commissioners a recommendation for approval of Change Request #1 in the amount of **\$123,073.00** representing seven (7%) percent of the original Contract Sum of **\$1,802,591.00** and increasing the amended Contract Sum to **\$1,925,663.40**.

Details of the Pumps existing conditions, costs to repair/replace, and expected completion are shown as follows.

| PUMPS | | CONDITION | COMPLETION | COSTS |
|-------------------|--|--|------------|------------------|
| Primary P-1 | | Damaged impeller and shaft from bearing failure. | 2Q22 | \$25,222 |
| Primary P-2* | | Damaged impeller and shaft from bearing failure. | 3Q22 | \$25,222 |
| Primary P-3 | | Leaking grease. Idle for many years. Likely bearing failure. | 2Q22 | \$31,860 |
| Secondary SP-1 | | Bearing failure resulted in damaged impeller, sleeve, and shaft. | 2Q22 | \$14,790 |
| Secondary SP-2* | | Bearing failure resulted in damaged impeller, sleeve, and shaft. | 3Q22 | \$14,790 |
| Contingency (10%) | | | | \$11,189 |
| TOTAL | | | | \$123,073 |

*Currently operating. Cost estimates based upon repairs in comparable pumps.

These Primary and Secondary Chiller Pumps are approximately twenty (20) years old and original to the building. Deferred maintenance and repair have shortened their useful life and now requires this additional capital investment to make the Pumps fully operational once again. Major repairs and replacements of the Pumps are not part of the project scope of work. Coupled with rising construction pricing, scarcity of replacement parts, and scheduling impacts, we believe this Change Request #1 is merited.

As part of this Change Request #1, the Contract term is proposed to be extended by an additional four (4) months and all work should be completed by October 31st, 2022. This extension is solely attributable to the availability and delivery of necessary replacements parts which can be up to sixteen (16) weeks in today's marketplace.

Funds are provided by the FCURA Urban Redevelopment Bonds in Funding Line # 532 520 5200 K008.

Please contact me if you need any additional information.

Thank you.



SECONDARY PUMP SP-1



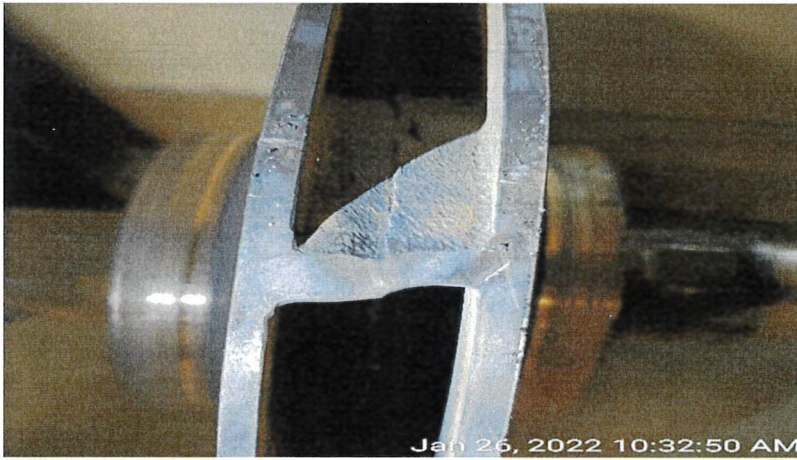
DAMAGED SHAFT



FAILED BEARINGS



DAMAGED SLEEVE SECONDARY PUMP SP-1



PRIMARY PUMP P-1 DAMAGED IMPELLER



PRIMARY PUMP P-1



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

CONSTRUCTION SERVICES

| | | | |
|------------------------|-------------------|-----------------------|---------------------|
| Report Period Start | Report Period End | Contract Period Start | Contract Period End |
| 6/30/21 | 3/31/22 | 6/30/21 | 6/30/22 |
| Purchaser Order Number | | Purchase Order Date | |
| PO 520 20SC127341K-DB | | 06/28/21 | |
| Department | | | |

DREAM

| | |
|---------------------|---|
| Bid Number | Service Commodity |
| #520 20SC127341K-DB | Chiller Replacement BAS Upgrade AHU Refurbishment |
| Contractor | |

TRANE

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. OqndbsCduidkno l dms | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) |
| <input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> 4 | Good procedures for Pay Applications, Bi-Weekly Meeting Progress Reports, and presenatation of future schedules. |

| | |
|--|--|
| 2. Cdr f m | (Were Milestones Met Per Contract – Qdth alhx , Responsiveness to Chpbstmr.Bg` nf d – On Time Completion Per Contract , Ktp t c` sdc C` l ` f dr) |
| <input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input checked="" type="radio"/> 4 | TRANE met major milestones such as getting the rental Chiller in place so that removal of the existing chillers could start. |

| | | |
|----------------------------------|---|---|
| 3. Award - Proposal Development | | (Timeless/Due Duties - Reasonable/Cooperative - Flexible/Motivated) |
| <input type="radio"/> | 0 | TRANE presented solutions to complex issues which took into account both timeliness and the impact on the comfort of the building. |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |
| | | |
| 4. Constructions | | (Mobilization Timely - Were Milestones Met - Met/Exceeded Specification - Within Budget Performance - Proper Invoicing - Quality of Work Responsive to Owner) |
| | 0 | Quality Control has improved as the project has matured. |
| | 1 | |
| <input type="radio"/> | 2 | |
| <input checked="" type="radio"/> | 3 | |
| <input type="radio"/> | 4 | |
| | | |
| 5. Contractors Key Personnel | | (Credential/Experience Appropriate- Effective Supervision/Management - Available as Needed) |
| <input type="radio"/> | 0 | TRANE's on-site Project Manager maintained good communications with Fulton County on day-to-day events and progress. |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input checked="" type="radio"/> | 3 | |
| <input type="radio"/> | 4 | |

| | | | |
|---|---------------------|---|-----------------------------|
| Overall Performance Rating | 3.40 | Date | 4/19/2022 |
| Would you select/recommend this vendor again? | | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Rating completed by: | John Blount | | |
| Department Head Name: | Bill Mason | | |
| Department Head Signature | <i>Joseph Davis</i> | | |

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.: 22-0385

Meeting Date: 6/1/2022

Department

Library

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

Request approval of the lowest responsible bidder - Fulton County Library System- 22ITB0210B-EC Shelf-Ready Foreign Language Books for Adults in the amount not to exceed \$36,520.00 with Multi-Cultural Books and Video (Madison Heights, MI) to provide foreign language books in multiple languages to all 34 library locations. Effective upon BOC approval until December 31, 2022 with three 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 \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background

The Fulton County Library System (FCLS) intends to contract with a vendor to provide shelf-ready foreign language books for adults for a two year period with an option to renew the contract for two additional years. The purpose of this request is to provide the library with new materials and replacement copies of worn and grubby titles.

Scope of Work: The Library System desires fiction and non-fiction materials in all subject areas that are written in Hindi, Korean, Chinese, Farsi, Arabic and Russian. The vendor is to provide an

inventory of adult fiction and non-fiction (in all Dewey ranges) large enough to supply the range and languages of books described above. The library expects a fill-rate that meets or exceeds 90% of all items ordered.

Community Impact: There is no community impact.

Department Recommendation: The County recommends approval of this contract.

Project Implications: There are no project implications if this is not approved.

Community Issues/Concerns: There are no Community Issues.

Department Issues/Concerns: There are no Department Issues

Contract Modification

This is a new procurement

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

Contract Value: \$36,520.00
Prime Vendor: Multi-Cultural Books and Videos
Prime Status: Non-Minority
Location: Madison Heights, MI
County: Oakland County
Prime Value: \$36,520.00 or 100.00%

Total Contract Value: \$36,520.00 or 100.00%
Total M/FBE Value: \$-0-

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

Exhibit 1: Tabulation Sheet

Exhibit 2: Contractor Performance Report

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

Jamar Parker, Financial Systems Manager, Fulton County Library System, 404-771-7578

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$36,520.00
TOTAL: \$36,520.00

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:**

100-650-6565-1312: General Fund - Library - Library-Public Service Operations- Books-Library

| Key Contract Terms | |
|----------------------------------|--|
| Start Date: Upon Approval | End Date: 12/31/2022 |
| Cost Adjustment: | Renewal/Extension Terms: 3 one-year renewal options |

Overall Contractor Performance Rating:4.00**Would you select/recommend this vendor again?**

Yes

Report Period Start:
5/19/2022**Report Period End:**
12/31/2022



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

BID TABULATION SHEET

22ITB0210B-EC - Shelf-Ready Foreign Language Books for Adults

Date: March 29, 2022

Total Number of Bidders: 1

Elsa D. Castro

Chief Assistant Purchasing Agent

| * CONTRACTOR'S NAME | BID BOND YES/NO | TOTAL BASE BID AMOUNT | GA UTILITY LICENSE YES/NO | E-verify Number |
|-------------------------------|----------------------------|----------------------------------|--|----------------------------|
| Multi-Cultural Books & Videos | N/A | \$36,520.00 | N/A | SJOE1647 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

***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 REPRESENTATIVE


**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**
CONTRACTORS PERFORMANCE REPORT
PROFESSIONAL SERVICES

| | | | |
|----------------------------------|--|--|---------------------|
| Report Period Start | Report Period End | Contract Period Start | Contract Period End |
| 03/09/09 | 12/31/2009 | 03/09/09 | 12/31/2009 |
| Purchaser Order Number | | Purchase Order Date | |
| PO,650,0967040B-BR,2 | | 03/12/19 | |
| Department | | | |
| Library | | | |
| Bid Number | | Service Commodity | |
| | | Foreign Language | |
| Contractor | | | |
| Mutli-Cultural Books and Videos | | | |
| 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. Quality of Goods/Services | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) | |
| <input type="radio"/> | 0 | The vendor provided a quality product in a sufficient time frame. Personnel is highly qualified and knowledgeable about their goods and services. | |
| <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 | Books are delivered on time and with the correct number of quantities. | |
| <input type="radio"/> | 1 | | |
| <input type="radio"/> | 2 | | |
| <input type="radio"/> | 3 | | |
| <input checked="" type="radio"/> | 4 | | |

| | | |
|----------------------------------|---|---|
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| <input type="radio"/> | 0 | This vendor has been very responsive to all inquiries. All issues were resolved within a reasonable amount of time. |
| <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 | The Library system is satisfied with the titles provided in the desired quantities. |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |
| | | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) |
| <input type="radio"/> | 0 | Vendor's personnel provides excellent professional services. |
| <input type="radio"/> | 1 | |
| <input type="radio"/> | 2 | |
| <input type="radio"/> | 3 | |
| <input checked="" type="radio"/> | 4 | |

| | | | |
|---|---|-----------------------------|------------|
| Overall Performance Rating | 4.00 | Date | 04/19/2022 |
| Would you select/recommend this vendor again? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Rating completed by: | Jamar Parker | | |
| Department Head Name: | Gayle Holloman | DocuSigned by: | |
| Department Head Signature | | <i>Gayle H. Holloman</i> | 04/21/2022 |

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

Submit

Print

Save

Single Bid/Quote Analysis Form

Date: 3/29/22

Requesting Department: Library

Solicitation Number: ##22ITB0210B-EC

Title: Shelf-Ready Foreign Language Books for Adults

Bid / Proposal Due Date: March 29, 2022

Brief Description: Provide shelf-ready foreign language books for adults.

Number of Notifications: 5

CANVASSING OF NON-RESPONDING VENDORS NO-BIDS:

(1) Lack competency (2) Poor timing (3) Lack resources (4) Short response due date (5) Other

| | |
|-----------------------------------|--|
| 1. Vendor: | D.K. Agencies (P) Ltd. |
| Contact Person: | Ankur Mittal |
| Phone Number: | +91-11-25357104, 25357105 |
| Reason for not responding: | <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> No Response |
| Comments | <p>1. The bid was for 6 languages and as per answer to Q2 of Q&A, the bid must be for all six languages listed. It is practically difficult for a vendor to provide all the foreign languages. We as a vendor can provide only Indian language books. We have participated in several bids where the library accepts bids for one / some / all languages in a similar bid for foreign languages books.</p> <p>2. The bid also required that vendor needs to provide barcodes and RFID tags. We are based in India and specialize in Indian books. But we do not have access to products manufactured in the US (such as barcodes and RFID tags). Shelf-ready services should be optional in such bids.</p> |
| 2. Vendor: | EPE Enterprises, Inc. |
| Contact Person: | Elliott McGlory |
| Phone Number: | 678-333-8588 |
| Reason for not responding: | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> No Response |
| Comments | |
| 3. Vendor: | Eminent Contracting Group |
| Contact Person: | Meghan King |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0386

Meeting Date: 6/1/2022

Department

Library

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

Request approval of a Memorandum of Understanding between Fulton County, on behalf of the Fulton County Library System, and Vision to Learn to provide free eye screenings for kids during Summer Reading beginning June 1, 2022. The service will be at no cost to Fulton County and will be located at jointly agreed locations. The County Attorney is authorized to approve the MOU as to form and to make modifications thereto prior to execution.

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

O.C.G.A. § 36-101 Requires any contract entered into by the county be approved by the board and entered into its official minutes.

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

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

Vision To Learn is a nonprofit organization based out of California which provides mobile vision clinic services on organization sites. The organization provides these services at agreed upon locations with no cost to the organization.

Scope of Work: The provider will provide prescreen students and identify those with potential uncorrected vision difficulties. A basic vision examination will be performed on the referred student. This includes

prescription and fitting of glasses. There will be a provision of glasses from the provider's available selection. Glasses will be delivered to the exam site on a separate date approximately four-six weeks after the exam.

The Fulton County Library System (FCLS) will be responsible for the distribution of registration forms at all of the selected exam sites. The Library System will be responsible for all marketing, parking for mobile vehicle, access to electricity and additional minor necessities to operate the mobile clinic.

Community Impact: Fulton County citizens will benefit from having this service provided at no cost to the citizen.

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

Project Implications: There are no project implications if this action is not approved.

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

Department Issues/Concerns: There are no departmental concerns.

MEMORANDUM OF UNDERSTANDING
between
VISION TO LEARN,
a California not for profit corporation
and FULTON COUNTY LIBRARY SYSTEM

This Agreement is entered into between **Vision To Learn**, hereafter referred to as Provider, and **FULTON COUNTY LIBRARY SYSTEM**, hereafter referred to as Organization, for the purpose of operating a Mobile Vision Clinic ("Mobile Clinic") on Organization sites.

1. Description of Services. Provider will provide the following vision services (the "Services") to students identified and referred by the Organization as potentially having uncorrected vision difficulties (hereafter referred to as "Referred Student(s)");

- A. Prescreen all students in selected sites and identify those with potential uncorrected vision difficulties
- B. Basic vision examination for Referred Students
- C. Prescription and fitting of glasses
- D. Provision of glasses from Provider's available selection. Glasses will be delivered to exam site on a separate date approximately four-six weeks after exam.

2. Services Provided Without Charge. Neither the Community Organization or any student will be asked to pay for Provider's services.

3. Schools to be Served. Sites to be served and dates of service will be determined jointly by agreement of the Community organization and Vision To Learn regional director.

4. Role of the Organization In order to enable Vision To Learn to provide the Services, the Organization will be responsible for the following:

- Distributing Registration forms to all selected exam sites.
- Marketing exams to public via, social media, schools, public health organizations, etc.
- Provide parking and electrical service for the Mobile Clinic (a converted commercial cargo van) on the date of exams, and room or other suitable space for checking in parents on exam days and waiting area for parents.
- If VTL staff is not available, the community organization will, provide staff or volunteers to accompany Referred Students to and from the Mobile Clinic.
- Complete site visit confirmation form
- Provide access to photocopy and/or fax machine for incidental use.

5. Responsibilities of Provider.

- Provider will be responsible for staffing the Mobile Clinic and obtaining any necessary or appropriate licenses, permits or registrations.
- Provider will provide the services.
- Provider will maintain in effect the following forms of insurance in the following amounts:
- Commercial General Liability Insurance - \$1,000,000 per occurrence.
- Vehicle Liability Insurance - \$1,000,000 per occurrence
- Worker's Compensation Insurance.
- Professional Liability Insurance - \$1,000,000 per occurrence.
- Provider will retain records on services provided for Referred Students.

6. Term & Termination. This agreement will continue in effect until terminated by either party upon 180 days notice to the other, or by mutual consent.

In witness whereof this agreement has been executed as of the later date set forth below:

<ORGANIZATION>

By: _____

Print Name: _____

Title: _____

Date: _____

VISION TO LEARN

By: Ann Hollister

Print Name: Ann Hollister

Title: President

Date: 5-20-22



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0387

Meeting Date: 6/1/2022

Department

Senior Services

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

Request approval to amend an existing contract - Department of Senior Services, 18RFP11228-FB, Aging Services with (A) Senior Services North Fulton, (B) South Fulton Senior Services and (C) Visiting Nurses Health System, to amend the contract to change the invoice due date from the 6th of the month to the 15th of the month. Effective upon 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 | <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

This request to amend the invoice date will support Senior Services' need to align grant billing processes and ensure more efficient tracking and reporting.

Scope of Work: The Department of Senior Services In-Home Services program provides services and support to seniors with limited mobility. These services include Homemaker services such as

light, custodial work in the home; Personal Care services, which provide skilled nurses to take care of clients' physical health by performing hygienic assistance and physical assistance; and Respite Care, which consists of professional, certified staff who provide companionship, supervision, assistance with medication, and meal preparation, and also allows for the caregiver to conduct business on behalf of the senior in or outside the home.

Community Impact: The impact will be that invoices are billed correctly for the grant funded amounts.

Department Recommendation: The Department recommends approval.

Project Implications: This process will enhance and improve the billing and invoicing process between the Department of Senior Services and contractors.

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

Department Issues/Concerns: The Department is concerned with aligning its grant billing process and ensuring more efficient tracking and reporting. If the change is not approved, then the Department will not be able to achieve this operational goal.

Contract Modification

AGING SERVICES - Senior Services North Fulton

| CURRENT CONTRACT HISTORY | BOC ITEM | DATE | DOLLAR AMOUNT |
|--------------------------|----------|------------|----------------|
| Original Award Amount | 18-0422 | 6/20/2018 | \$461,730.27 |
| Renewal No.1 | 18-0875 | 11/14/2018 | \$1,493,848.73 |
| Amendment No.1 | 19-0439 | 6/5/2019 | \$86,210.00 |
| Renewal No. 2 | 19-0775 | 10/2/2019 | \$1,580,058.72 |
| Renewal No. 3 | 20-0966 | 12/16/2020 | \$1,394,162.00 |
| Renewal No. 4 | 21-0907 | 11/17/2021 | \$1,465,431.66 |
| Amendment No. 2 | | | \$0.00 |
| Total Revised Amount | | | \$6,508,407.96 |

AGING SERVICES - South Fulton Senior Services

| CURRENT CONTRACT HISTORY | BOC ITEM | DATE | DOLLAR AMOUNT |
|--------------------------|----------|------------|----------------|
| Original Award Amount | 18-0422 | 6/20/2018 | \$453,290.02 |
| Renewal No. 1 | 18-0875 | 11/14/2018 | \$1,307,737.83 |
| Amendment No.1 | 19-0439 | 6/5/2019 | \$71,974.00 |
| Renewal No. 2 | 19-0775 | 10/2/2019 | \$1,379,711.83 |
| Renewal No. 3 | 20-0966 | 12/16/2020 | \$1,065,494.00 |

| | | | |
|----------------------|---------|------------|----------------|
| Renewal No. 4 | 21-0907 | 11/17/2021 | \$1,286,641.68 |
| Amendment No. 2 | | | \$0.00 |
| Total Revised Amount | | | \$5,564,849.36 |

AGING SERVICES - Visiting Nurses Health System

| CURRENT CONTRACT HISTORY | BOC ITEM | DATE | DOLLAR AMOUNT |
|--------------------------|----------|------------|----------------|
| Original Award Amount | 18-0422 | 6/20/2018 | \$477,018.01 |
| Renewal No. 1 | 18-0875 | 11/14/2018 | \$954,036.02 |
| Amendment No.1 | 19-0439 | 6/5/2019 | \$212,400.00 |
| Renewal No. 2 | 19-0775 | 10/2/2019 | \$1,166,436.02 |
| Renewal No. 3 | 20-0966 | 12/16/2020 | \$1,166,436.00 |
| Renewal No. 4 | 21-0907 | 11/17/2021 | \$1,166,436.00 |
| Amendment No. 2 | | | \$0.00 |
| Total Revised Amount | | | \$5,142,762.05 |

Contract & Compliance Information

Total Contract Value \$3,918,509.32

(A)

Contract Value: \$1,465,431.66

Prime Contractor: Senior Services North Fulton

Prime Status: Non-Profit

Location: Alpharetta, GA

County: Fulton County

Prime Value: \$1,465,431.66 or 100.00%

Total Contract Value: \$1,465,431.66 or 100.00 %

Total M/FBE Value: \$Non-Profit

(B)

Contract Value: \$1,286,641.68

Prime Contractor: South Fulton Senior Services

Prime Status: Non-Profit

Location: College Park, GA

County: Fulton County

Prime Value: \$1,286,641.68 or 100.00%

Total Contract Value: \$1,286,641.68 or 100.00%

Total M/FBE Value: \$Non-Profit

(C)**Contract Value:** \$1,166,436.00**Prime Contractor:** Visiting Nurse Health System, Inc.**Prime Status:** Non-Profit**Location:** Atlanta, GA**County:** Fulton County**Prime Value:** \$1,166,436.00, or 100.00%**Total Contract Value:** \$1,166,436.00 or 100.00%**Total M/FBE Value:** \$Non-Profit**Grand Total Contact Value:** \$3,198,509.32 or 100.00%**Grand Total M/FBE Value:** \$Non-Profit**Exhibits Attached**

Exhibit 1: Amendment No. 2 to Form of Contract

Exhibit 2: Contractor Performance Reports

Contact Information

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,392,038.30

Previous Adjustments: \$15,797,014.47

This Request: \$0.00

TOTAL: \$17,189,052.77

Grant Information Summary

Amount Requested:

☐ Cash

Match Required:

☐ In-Kind

Start Date:

☐ Approval to Award

End Date:

☐ Apply & Accept

Agenda Item No.: 22-0387

Meeting Date: 6/1/2022

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

No funding required

| Key Contract Terms | |
|----------------------|--------------------------|
| Start Date: 1/1/2022 | End Date: 12/31/2022 |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating: 3

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2022


Report Period End:
3/31/2022



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

| | | | | | | | |
|---|---|--|--|--|--|---------------------|--|
| Report Period Start | | Report Period End | | Contract Period Start | | Contract Period End | |
| 10/1/2021 | | 12/31/2021 | | 1/1/2021 | | 12/31/2021 | |
| Purchaser Order Number | | | | Purchase Order Date | | | |
| | | | | | | | |
| Department – Senior Services | | | | | | | |
| | | | | | | | |
| Bid Number 118RFP11228A-FB | | | | Service Commodity – Aging Services | | | |
| | | | | | | | |
| Contractor – South Fulton Senior Services | | | | | | | |
| 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. Quality of Goods/Services | | | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification | | | |
| | 0 | The contractor is in compliance with providing the service delivery model of Aging Services, which includes Case Management, Congregate Dining, Neighborhood Senior Center, Volunteer Services and Home Delivered Meals. The contractor provides monthly reports, and weekly reports on time. All the staff have the skills to provide the services in the contract. | | | | | |
| | 1 | | | | | | |
| | 2 | | | | | | |
| X | 3 | | | | | | |
| | 4 | | | | | | |

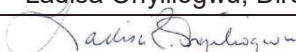
| | | | |
|---|---|--|----------------|
| 2. Timeliness of Performance | | (Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/Change – On Time Completion Per Contract) | |
| | 0 | The contractor is very responsive to any requests and performs the deliverables of the agreement. The contractor will initiate an action plan if there are changes needed. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| | | | |
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) | |
| | 0 | The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find resolutions to any problems in service. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| | | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions) | |
| | 0 | The contractor provides proper invoicing. The contractor stays within budget. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| | | | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) | |
| | 0 | The contractor credentials are aligned with the needed experience and appropriateness to deliver the services for Aging Services. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| Overall Performance Rating | | 3.0 | Date 2/28/2022 |
| Would you select/recommend this vendor again? | | Yes | |
| Rating completed by: | | Andre M. Danzy, Program Manager | |
| Department Head Name: | | Ladiša Onyiliogwu, Director | |
| Department Head Signature | |  | |



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

| | | | | | | | |
|--|---|---|--|--|--|---------------------|--|
| Report Period Start | | Report Period End | | Contract Period Start | | Contract Period End | |
| 10/1/2021 | | 12/31/2021 | | 1/1/2021 | | 12/31/2021 | |
| Purchaser Order Number | | | | Purchase Order Date | | | |
| | | | | | | | |
| Department – Department of Senior Services | | | | | | | |
| Bid Number 118RFP11228A-FB | | | | Service Commodity – Aging Services | | | |
| | | | | | | | |
| Contractor – Senior Services North Fulton | | | | | | | |
| 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. Quality of Goods/Services | | | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification | | | |
| | 0 | The contractor is in compliance with providing the service delivery model of Aging Services which includes Case Management, Congregate Dining, Neighborhood Senior Center, Volunteer Services and Home Delivered Meals. The contractor provides monthly reports, and weekly reports on time. All the staff have the skills to provide the services in the contract. | | | | | |
| | 1 | | | | | | |
| | 2 | | | | | | |
| X | 3 | | | | | | |
| | 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) | |
| | 0 | The contractor provides a great response time per the agreement. The contractor has and will initiate an action plan if there are any changes needed. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) | |
| | 0 | The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find resolutions to any problems in service. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions) | |
| | 0 | The contractor provides proper invoicing and documentation. The contractor stays within the allocated budget. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) | |
| | 0 | The contractor credentials are aligned with the needed experience and appropriateness to deliver the services for Aging Services. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| Overall Performance Rating | | 3.0 | Date 2/28/2022 |
| Would you select/recommend this vendor again? | | Yes | |
| Rating completed by: | | Andre M. Danzy, Program Manager | |
| Department Head Name: | | Ladisa Onyiliogwu, Director | |
| Department Head Signature | |  | |

3.1 PROJECT DELIVERABLES

The following are deliverables for this project with performance requirements. Please refer to Section 3.3.6 Performance Measures for Consequences of Non-Compliance.

Agency-wide Reporting

| Deliverable | Performance Requirement |
|---------------------------------------|--|
| Enter Service Deliveries into Wellsky | Monthly, by the 5 th calendar of the month following the service delivery |
| Submit Monthly Report | By the 6 th calendar day of the month following the report month |
| Submit Invoice | By the 15th calendar day of the month following the invoice month |



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

| | | | | | | | |
|---|---|--|--|--|--|---------------------|--|
| Report Period Start | | Report Period End | | Contract Period Start | | Contract Period End | |
| 10/1/2021 | | 12/31/2021 | | 1/1/2021 | | 12/31/2021 | |
| Purchaser Order Number | | | | Purchase Order Date | | | |
| | | | | | | | |
| Department – Senior Services | | | | | | | |
| | | | | | | | |
| Bid Number 118RFP11228A-FB | | | | Service Commodity – Aging Services | | | |
| | | | | | | | |
| Contractor – Visiting Nurses Health Systems | | | | | | | |
| | | | | | | | |
| 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. Quality of Goods/Services | | | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification | | | |
| | 0 | The contractor is compliant with providing the service delivery model of Aging Services which includes Case Management. The contractor provides monthly reports and weekly reports on time. All the staff have the skills to provide the services in the contract. | | | | | |
| | 1 | | | | | | |
| | 2 | | | | | | |
| X | 3 | | | | | | |
| | 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) | |
| | 0 | The contractor provides a good response to inquiries and to questions about provisions of service within the contract. The contractor has agreed to initiate an action plan if there are changes needed. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| | | | |
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) | |
| | 0 | The contractor will respond via telephone or email if there are issues or inquiries with the service delivery model. The contractor is very helpful to assist and find solutions to any problems in service. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| | | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions) | |
| | 0 | The contractor provides proper invoicing with supportive documentation and stays within the budgeted allocation. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| | | | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) | |
| | 0 | The contractor's credentials align with the needed experience and appropriateness to deliver the services for Aging Services, specifically for Case Management. Case Management services only are provided by this contractor. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| Overall Performance Rating | | 3.0 | Date 2/28/2022 |
| Would you select/recommend this vendor again? | | Yes | |
| Rating completed by: | | Andre M. Danzy, Program Manager | |
| Department Head Name: | | Ladisa Onyiliogwu, Director | |
| Department Head Signature | | | |

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **South Fulton Senior Services**

Contract No. **18RFP11228A-FB – Aging Services**

Address: **3680-82 College Street**

City, State **College Park, GA 30337**

Telephone: **404 559 0070**

E-mail: **crutherford@sfssi.org**

Contact: **Diane Rutherford**
Executive Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **South Fulton Senior Services** to provide/perform **Aging Services**, dated November 17, 2021, on behalf of the Department of Senior Services; and;

WHEREAS, this Amendment No. 2 is to revise the existing contract to change the deadline for the submission of invoices from the 6th (sixth) calendar day of the month following the invoice month to the 15th (fifteenth) calendar day of the month following the invoice month; 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 June 1, 2022, Agenda Item #22-_____.

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

This Amendment No. 2 to Form of Contract is effective as of the _____ day of _____, 2022, between Fulton County and South Fulton Senior Services, who agree that all services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The following change:

3.1 PROJECT DELIVERABLES

The following are deliverables for this project with performance requirements. Please refer to Section 3.3.6 Performance Measures for Consequences of Non-Compliance.

Agency-wide Reporting

| Deliverable | Performance Requirement |
|---------------------------------------|--|
| Enter Service Deliveries into Wellsky | Monthly, by the 5 th calendar of the month following the service delivery |
| Submit Monthly Report | By the 6 th calendar day of the month following the report month |
| Submit Invoice | By the 15th calendar day of the month following the invoice month |

2. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu
Director, Department of Senior Services

CONSULTANT:

**SOUTH FULTON SENIOR
SERVICES**

Diane Rutherford, Executive
Director

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Senior Services of North Fulton**

Contract No. **18RFP11228A-FB – Aging Services**

Address: **11381 Southbridge Parkway**

City, State **Alpharetta, GA 30022**

Telephone: **770-993-1906 x237**

E-mail: rharlow@ssnorthfulton.org

Contact: **Ron Harlow**
Executive Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Senior Services of North Fulton** to provide/perform **Aging Services**, dated November 17, 2021, on behalf of the Department of Senior Services; and

WHEREAS, this Amendment No. 2 is to revise the existing contract to change the deadline for the submission of invoices from the 6th (sixth) calendar day of the month following the invoice month to the 15th (fifteenth) calendar day of the month following the invoice month; 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 June 1, 2022, Agenda Item #22-_____.

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

This Amendment No. 2 to Form of Contract is effective as of the _____ day of _____, 2022, between Fulton County and Senior Services of North Fulton, who agree that all services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The following change:

3.1 **PROJECT DELIVERABLES**

The following are deliverables for this project with performance requirements. Please refer to Section 3.3.6 Performance Measures for Consequences of Non-Compliance.

Agency-wide Reporting

| Deliverable | Performance Requirement |
|---------------------------------------|--|
| Enter Service Deliveries into Wellsky | Monthly, by the 5 th calendar of the month following the service delivery |
| Submit Monthly Report | By the 6 th calendar day of the month following the report month |
| Submit Invoice | By the 15th calendar day of the month following the invoice month |

2. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
3. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu
Director, Department of Senior Services

CONSULTANT:

**SENIOR SERVICES OF NORTH
FULTON**

Ron Harlow, Executive Director

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Visiting Nurses Health Systems**

Contract No. **18RFP11228A-FB – Aging Services**

Address: **5775 Glenridge Drive, 3rd Floor, Ste E200**

City, State **Atlanta, Georgia 30328**

Telephone: **404-215-6000**

E-mail: Dorothy.davis@VHNS.org

Contact: **Dorothy Davis**
Executive Director

W I T N E S S E T H

WHEREAS, Fulton County (“County”) entered into a Contract with **Visiting Nurses Health Systems** to provide/perform **Aging Services**, dated November 17, 2021, on behalf of the Department of Senior Services; and;

WHEREAS, this Amendment No. 2 is to revise the existing contract to change the deadline for the submission of invoices from the 6th (sixth) calendar day of the month following the invoice month to the 15th (fifteenth) calendar day of the month following the invoice month; 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 June 1, 2022, Agenda Item #22-_____.

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

This Amendment No. 2 to Form of Contract is effective as of the _____ day of _____, 2022, between Fulton County and Visiting Nurses Health System, who agree that all services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The following change:

3.1 PROJECT DELIVERABLES

The following are deliverables for this project with performance requirements. Please refer to Section 3.3.6 Performance Measures for Consequences of Non-Compliance.

Agency-wide Reporting

| Deliverable | Performance Requirement |
|---------------------------------------|--|
| Enter Service Deliveries into Wellsky | Monthly, by the 5 th calendar of the month following the service delivery |
| Submit Monthly Report | By the 6 th calendar day of the month following the report month |
| Submit Invoice | By the 15th calendar day of the month following the invoice month |

2. **LIABILITY OF COUNTY:** This Amendment No. 2 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

3. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu
Director, Department of Senior Services

CONSULTANT:

**VISITING NURSES HEALTH
SYSTEMS**

Dorothy Davis, Executive Director

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0388

Meeting Date: 6/1/2022

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 4,338 square feet to Fulton County, a political subdivision of the State of Georgia, from Jonesboro Road Senior Village, LP, for the purpose of constructing the Jonesboro Road Senior Village Project at 3895 Jonesboro Road, South Fulton, Georgia 30213.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Jonesboro Road Senior Village Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer 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 prior to the issuance of a Land Disturbance Permit. The easement area to be conveyed to the County consists of 4,338 square feet and located in Land Lot 59 of the 9F District of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

[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 : Jonesboro Road Senior Village
Tax Parcel Identification No.: 09F130000591164
Land Disturbance Permit No.: 21S-016WR; LD-2021-07-004831 (City)
Zoning/Special Use Permit No.: N/A
(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 _____ day of **APRIL, 2022**, between **JONESBORO ROAD SENIOR VILLAGE, LP**, a Georgia limited partnership, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 59 of the 9th District, Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

[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 7th
day of April, 20 22
in the presence of:

Maggie Puel
Witness

Cynthia Sue Sparkman
Notary Public
11-2-2025

GRANTOR: **JONESBORO ROAD SENIOR
VILLAGE, LP,**
a Georgia limited partnership

By: GATEWAY FAIRBURN GP, LLC,
a Georgia limited liability company
Its: General Partner

By: [Signature]

Print Name: Allan Rappuhn

Title: Manager



EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 59 of the 9th Land District of Fulton County, Georgia and being more particular described as follows:

COMMENCE at an iron pin set at the intersection of the northerly right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road, 100 foot right of way) with the common Land Lot Line of Land Lots 58 and 59, said point being the **POINT OF COMMENCEMENT**;

THENCE continuing along the said right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road) and leaving the common Land Lot Line of Land Lots 58 and 59 the following three (3) courses and distances along a curve turning to the left having an arc length of 708.74 feet, a radius of 941.45 feet and being subtended by a chord having a bearing of South 54 degrees 56 minutes 03 seconds East for a distance of 692.13 feet to a point; **THENCE** South 87 degrees 22 minutes 47 seconds East for a distance of 52.07 feet to a point; **THENCE** South 87 degrees 22 minutes 47 seconds East for a distance of 29.23 feet to a point, said point being the **TRUE POINT OF BEGINNING**;

THENCE leaving the said right of way North 04 degrees 54 minutes 51 seconds East for a distance of 12.76 feet to a point; **THENCE** South 85 degrees 05 minutes 09 seconds East for a distance of 270.37 feet to a point; **THENCE** South 00 degrees 00 minutes 18 seconds East for a distance of 10.78 feet to a point on the right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road); **THENCE** along the right of way the following two (2) courses and distances South 89 degrees 40 minutes 20 seconds West for a distance of 81.64 feet to a point; **THENCE** along a curve turning to the left having an arc length of 24.48 feet, a radius of 1303.89 feet and being subtended by a chord having a bearing of North 89 degrees 17 minutes 40 seconds West for a distance of 24.48 feet to a point; **THENCE** leaving the right of way North 85 degrees 05 minutes 09 seconds West for a distance of 82.75 feet to a point on the right of way of Georgia State Highway #138 (a.k.a. Jonesboro Road); **THENCE** along the right of way the following four (4) courses and distances North 00 degrees 00 minutes 00 seconds West for a distance of 6.56 feet to a point; **THENCE** North 86 degrees 30 minutes 49 seconds West for a distance of 32.06 feet to a point; **THENCE** North 03 degrees 06 minutes 22 seconds East for a distance of 3.51 feet to a point; **THENCE** North 87 degrees 22 minutes 47 seconds West for a distance of 50.13 feet to a point, said point being the **TRUE POINT OF BEGINNING**;

The above described easement contains 4,338 square feet or 0.100 acres.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0389

Meeting Date: 6/1/2022

Department

Real Estate and Asset Management

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

Request approval of a Resolution authorizing the execution of a Right of Access License Agreement between Fulton County, Georgia and the Sandy Springs Conservancy, Inc. for the purpose of accepting donated volunteer projects performed to the exterior grounds of the Sandy Springs Library; authorizing the County Manager or his designee to approve such volunteer projects; authorizing the County Attorney to approve the License Agreement and related documents as to form and to make modifications thereto prior to execution; and for other purposes.

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

Fulton County Code Section 1-117 grants the Board of Commissioners with exclusive jurisdiction regarding the direction and control of County property as provided by applicable laws.

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: At various times, the Sandy Springs Conservancy has contacted the Department of Real Estate Asset and Management, (DREAM) and the Fulton County Department of Library Services to obtain the approval of the Fulton Board of Commissioners to perform certain volunteer

service projects, mainly onsite landscape maintenance services and to install landscape site improvements, at the Sandy Springs Branch Library.

Due to the number of requests and to avoid the need for BOC approval for each project, DREAM and the Library are requesting BOC approval of a general right of access agreement and accompanying waiver and release allowing the Sandy Springs Conservancy access to the library grounds after approval of a particular project by DREAM and the Library followed by the County Manager. Initial proposed landscaping services will include hedge trimming, weed removal, washing and painting of benches in outside reading areas, installation of crushed slate within walking paths in the reading garden and removal of broken bricks and realignment of bricks that align walkways in the garden.

In accordance with County Policy the approval of the Board of Commissioners is required prior to the acceptance of real property right, gifts, and services.

Community Impact: Approval of a Right of Access Agreement with the Sandy Springs Conservancy for the purpose of granting onsite access to provide landscape maintenance and to complete landscape improvement projects at the Sandy Springs Branch Library will not negatively impact daily operations.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of a Right of Access Agreement with the Sandy Springs Conservancy.

Project Implications: None.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

STATE OF GEORGIA

COUNTY OF FULTON

RIGHT OF ACCESS LICENSE AGREEMENT

This Right of Access Agreement ("License Agreement"), made and entered into this ____ day of June, 2022 (the "Effective Date"), by and between **Sandy Springs Conservancy, Inc.**, a Georgia non-profit corporation ("Licensee" or Sandy Springs Conservancy"), whose address for purposes of this License Agreement is 227 Sandy Springs Place, Suite D470, Atlanta, Georgia 30328 and **Fulton County, Georgia**, a political subdivision of the State of Georgia ("Licensor" or "County"), whose address for purpose of this License Agreement is 141 Pryor Street, SW, Atlanta, Georgia 30303.

WHEREAS, Licensor is the owner of those certain parcels of land in Fulton County, Georgia (collectively, the "Property"), commonly referred to as the Sandy Springs Branch of the Fulton County Library System (the "Sandy Springs Library") having a street address of 395 Mount Vernon Highway, NE, Sandy Springs, Georgia 30328, and more particularly described in Exhibit "A" attached hereto, and by this reference incorporated herein; and

WHEREAS, the Licensor utilizes the subject Property to provide Library Services for the residents of Fulton County; and

WHEREAS, the Sandy Springs Conservancy was established in 2001 in a grass-roots effort by citizens to preserve rapidly disappearing greenspace and recreation areas in Sandy Springs, and works to preserve and enhance parks, greenspace, and trails in the community to improve the health and quality of life of County citizens; and

WHEREAS, the Sandy Spring Conservancy has reached out to the County by offering to voluntarily perform various community projects from time-to-time to preserve, maintain, and enhance certain public spaces within the Sandy Springs, and in particular, certain spaces on the exterior grounds of the Sandy Springs Library; and

WHEREAS, the Fulton County Department of Real Estate and Asset Management ("DREAM") has determined that an access license agreement ("License Agreement") is needed to allow the Sandy Springs Conservancy to enter, after providing notice, onto the exterior grounds of the Sandy Springs Library for the purpose of performing or managing volunteer activities on the exterior grounds of the Property (each volunteer activity a "Project") after receiving the written approval of the identified Project from the Fulton County Manager or his designee; and

WHEREAS, the Board of Commissioners finds it to be in the best interest of its citizens for the County to enter into this License Agreement with the Sandy Springs Conservancy to grant this organization access to the exterior grounds of the Sandy

Springs Library to conduct community services Projects to preserve, maintain, remove or enhance such Property or appurtenances located thereon.

NOW THEREFORE, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, paid in hand, and as set forth in this License Agreement, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this License Agreement, the parties do hereby agree as follows:

1.

GRANT OF LICENSE

Licensor hereby grants to Licensee and its employees, agents, volunteers, contractors and subcontractors, and Licensee hereby accepts from Licensor, a license (hereinafter, the "License") as is detailed below in this License Agreement to use and access the exterior grounds of the Sandy Springs Library or other areas of the Property, from time-to-time, after notice, for the purposes hereinafter set forth in Paragraph 2 relating to Project(s).

2.

USE OF LICENSE/PROJECTS

At its sole cost, expense, risk and responsibility, Licensee shall be permitted to access and use the Property, at various time periods, to conduct a Project that has been approved by the County Manager or his designee, upon providing notice to Library Management/Director. For purposes of this License, the Sandy Springs Conservancy has sole discretion to choose the Project that it intends to offer to perform on the exterior grounds of the Sandy Springs Library. Once Licensee elects to offer its services, it shall then meet with DREAM and Library Management/Director to determine whether the selected Project is feasible and is in line with the County's goals or plans for the Sandy Springs Library. If DREAM and Library Management/Director agree that the proposed Project is acceptable, they will seek approval from the County Manager or his designee. Upon approval by the County Manager or designee, the Sandy Springs Conservancy may proceed with the work until completion. Upon completion, DREAM and Library Management/Director shall inspect the work and consult with the Sandy Springs Conservancy if additional volunteer services are need for the Project. If able, the Sandy Springs Conservancy will perform the services through its volunteer resources at its discretion. Nothing herein shall prevent DREAM and Library Management/Director from contributing materials they have on-hand to be used by the Sandy Springs Conservancy or its agents or volunteers to complete a particular Project.

3.

DURATION

The license is granted for a one (1) year period from its Effective Date and shall automatically renew for four (4) one (1) year terms on the anniversary of the Effective Date, unless terminated by either party. Either Party to this License Agreement may terminate it, for any reason, by providing the other Party thirty (30) days written notice.

4.

INTEREST

Licensee hereby acknowledges that by making, executing and delivering this License Agreement, Licensor does not confer upon Licensee any right, title, interest, or estate in the Property, nor confer upon Licensee a license coupled with an interest or an easement, and Licensee is estopped from claiming any such right, title, interest, estate, license coupled with an interest, or easement in the Properties.

5.

RESTORATION OF DAMAGE TO THE PROPERTIES

In the event that performance of a Project results in any damage to the Property, Licensee hereby agrees that within a reasonable time (not to exceed sixty (60) days, unless such task is not capable of completion within such period) following completion of the Project, Licensee will, at its sole cost and expense, take reasonable steps to restore the Property to substantially the same condition in which it existed prior to the commencement of the Project.

6.

ASSIGNMENT OR TRANSFER

This License Agreement and the License granted herein may not be assigned or transferred by Licensee unless approved in writing by Licensor. Licensor understands and agrees that Licensee will likely perform the work necessary to complete a Project with volunteers who may not be directly affiliated with it. Licensee covenants and agrees that any volunteer or other person performing services on behalf of Licensee at the Property for a Project shall execute a Waiver and Release in substantially the form attached hereto as Exhibit "B" before being allowed on the Property to work on any Project. Licensee shall promptly provide Licensor with copies of each Waiver and Release obtained for a Project, only upon request.

7.

LIABILITY

Licensee, as the requestor of said License, further agrees that, as per this License Agreement between Fulton County and the Sandy Springs Conservancy, Licensee shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expense from third-parties resulting solely from performance of work related to the Project, and shall, to the extent allowable by law, indemnify and hold harmless Fulton County from all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of Licensee, its employees, agents or contractors upon the Properties or any property surrounding the Properties in conducting the Project. Notwithstanding anything to the contrary contained in this License Agreement, the Licensee's indemnity of Fulton County in this Section 7 shall not include any claim arising from the gross negligence or willful misconduct of the County or its employees, agents or contractors. Nothing herein shall be construed as a waiver of the County's sovereign immunity or any governmental immunity available to its officials, employees or agents.

If applicable, Licensee reserves the right to self-fund its workers' compensation, automobile liability and general and excess liability coverages for its activities on the Property or any property surrounding the Property in conducting the activities authorized by this License Agreement. Notwithstanding the foregoing, Licensee shall provide and maintain liability insurance covering its employees, agents or contractors for the duration of the License.

8.

NOTICES

All notices required herein shall be in writing and delivered to either party at the address contained herein by: (a) hand delivery at the aforementioned address; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) Facsimile immediately followed by a confirmation call. The day upon which such notice is hand delivered, mailed, e-mailed or faxed shall be deemed the date of service of such notice.

To the Licensors:

Fulton County, Georgia
Department of Real Estate and Asset Management
141 Pryor Street, Suite 119
Atlanta, Georgia 30303
Attention: Director
Telephone: 404.612.3772

With a copy to:

Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney
Phone: 404.612.0246

To the Licensee:

Sandy Springs Conservancy
227 Sandy Springs Place Suite D470
Sandy Springs, Georgia 30328
Attention: Chairman

With a copy to:

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Mark Moore, Esq.
Phone: 404.881.4954

9.

GENERAL PROVISIONS OF THIS AGREEMENT

- 9.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- 9.2 No failure of either party hereto to exercise any right or power granted under this License Agreement, or to insist upon strict compliance by the other party with this License Agreement, and terms and conditions of this License Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this License Agreement.
- 9.3 This License Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 9.4 Should any provision of this License Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

- 9.5 This License Agreement may be executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other. Electronic, facsimile or .pdf signatures shall have the same force and effect as original signatures. The parties hereto intend to be bound by the signatures on the electronic, facsimile or .pdf document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of an electronic, facsimile or .pdf signature.
- 9.6 The termination of this License Agreement shall not operate to cut off any claims or causes of action in favor of Licensors or Licensees which occurred or arose prior to the effective date of such termination.
- 9.7 Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensors including, but not limited to, representations or warranties with respect to title to the Premises or the condition or suitability thereof for Licensee's purpose.
- 9.8 Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. Sections 9601, et seq.), petroleum products or other pollutants, toxic substances or environmental hazards on or under the Properties.
- 9.9 This License Agreement supersedes all prior negotiations, discussions, statements and agreements between Licensors and Licensees and constitutes the full, complete and entire agreement between the parties with respect to the Property and Licensee's use thereof. No member, officer, employee, representative or agent of Licensors or Licensees has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this License Agreement. No modification of or amendment to this License Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensors and Licensees and incorporated in and by reference made a part hereof.
- 9.10 No Third-Party Beneficiaries. There are no third-party beneficiaries of this License Agreement and nothing in this License Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

[Continued on Following Page]

IN WITNESS WHEREOF, Licensors and Licensee, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the date hereinabove set forth.

LICENSOR:

FULTON COUNTY,
a political subdivision of the State of
Georgia

By: _____
Robert L. Pitts, Chairman

ATTEST:

By: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

By: _____
Y. Soo Jo, County Attorney

LICENSEE:

SANDY SPRINGS CONSERVANCY, a
Georgia non-profit corporation

By: _____
Name: Jack Misiura
Title: Chairman

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"
WAIVER AND RELEASE

Volunteer Release and Waiver of Liability

Volunteer Event: _____

Date of Event: _____

Place of Event: _____

1. Waiver and Release. Volunteer and parent/guardian release and hold harmless Fulton County, Georgia (the "County"); Trustees of the Library Board, County officials, employees and agents, the Sandy Springs Conservancy and its officials, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, arising from volunteer's participation in the event. By signing this form, volunteer and parent/guardian discharge the County, its officials, employees and agents from any liability or claim that volunteer or parent/guardian may have with respect to any bodily injury, personal injury, illness, death or property damage that may result from volunteer's participation in the event and any claim against any person transporting volunteer to or from the event.

2. Medical Treatment and Insurance/Authorization for Treatment. Volunteer and parent/guardian release and forever discharge the County, County officials, employees and its agents from any claim whatsoever which arises now or later on account of any first aid, treatment or service rendered in connection with the volunteer's participation in the event. In the event that an emergency should occur, and the emergency contact person designated cannot be reached, volunteer and parent/guardian hereby give permission to the medical persons selected by the County to secure and administer all necessary treatment, including hospitalization, ordering x-rays and routine tests, release of any records necessary for insurance purposes and any necessary related transportation for volunteer.

3. Assumption of the Risk. Volunteer and parent/guardian acknowledge that participation in the event is purely optional and that it is volunteer's and parent/guardian's responsibility to assess the hazards present by participation in the event and that volunteer and parent/guardian are the ultimate judge as to whether volunteer can participate in the event without risk of harm. Volunteer and parent/guardian understand that while volunteering for the event circumstances may arise which cannot be controlled by County officials, employees or its agents. Volunteer and parent/guardian assume all risk of injury or harm incidental to the conduct of the event and transportation to and from the event and release the County, County officials, employees and its agent from all liability for injury, illness, death or property damage resulting from volunteer's participation in the event.

4. Photographic/Video Release. Volunteer and parent/guardian grant the County the right to photograph and videotape all activities for promotional purposes. Volunteer and parent/guardian hereby release the County from any liability resulting therefrom.

5. Other. Volunteer agrees to abide by the policies and rules of the County. Volunteer understands that he/she is responsible for any damages to County property that may occur during volunteer's usage. Volunteer understands that any problems should be reported to Library Management. This release is intended to be as inclusive as the laws of Georgia permit and that it shall be governed by the laws of Georgia. Volunteer and guardian agree that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release which shall continue to be enforceable.

****Those individuals who are 18 years of age or younger must have a parent/guardian signature before participating.**

Projects and/or events must have prior approval by Library management thirty (30) days prior to any event (unless a lesser time is agreed to) in order to prevent overlapping of prior department activities or rentals.

Volunteer Release and Waiver of Liability

[illegible]

1 **A RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT OF ACCESS**
2 **LICENSE AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND THE**
3 **SANDY SPRINGS CONSERVANCY, INC. FOR THE PURPOSE OF**
4 **ACCEPTING DONATED VOLUNTEER PROJECTS PERFORMED TO THE**
5 **EXTERIOR GROUNDS OF THE SANDY SPRINGS LIBRARY; AUTHORIZING**
6 **THE COUNTY MANAGER OR HIS DESIGNEE TO APPROVE SUCH**
7 **VOLUNTEER PROJECTS; AUTHORIZING THE COUNTY ATTORNEY TO**
8 **APPROVE THE LICENSE AGREEMENT AND RELATED DOCUMENTS AS TO**
9 **FORM AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION;**
10 **AND FOR OTHER PURPOSES.**

11 **WHEREAS**, Fulton County, Georgia owns certain parcels of land in Fulton
12 County, Georgia (collectively, the "Property"), commonly referred to as the Sandy
13 Springs Branch of the Fulton County Library System (the "Sandy Springs
14 Library") having a street address of 395 Mount Vernon Highway, NE, Sandy
15 Springs, Georgia 30328, and

16 **WHEREAS**, Fulton County utilizes the Property to provide Library
17 Services for the residents of Fulton County; and

18 **WHEREAS**, the Sandy Springs Conservancy, Inc. (the "Sandy Springs
19 Conservancy") was established in 2001 in a grass-roots effort by citizens to
20 preserve rapidly disappearing greenspace and recreation areas in Sandy
21 Springs, and works to preserve and enhance parks, greenspace, and trails in the
22 community to improve the health and quality of life of Fulton County citizens; and

23 **WHEREAS**, the Sandy Spring Conservancy has reached out to the
24 County by offering to voluntarily perform various community projects from time-
25 to-time to preserve, maintain, and enhance certain public spaces within Sandy
26 Springs, and in particular, certain spaces on the exterior grounds of the Sandy
27 Springs Library; and

1 **WHEREAS**, the Fulton County Department of Real Estate and Asset
2 Management (“DREAM”) has determined that a Right of Access License
3 Agreement (“License Agreement”) is needed to streamline the process to allow
4 the Sandy Springs Conservancy to enter, after providing notice, onto the exterior
5 grounds of the Sandy Springs Library for the purpose of performing or managing
6 volunteer activities on the exterior grounds of the Property (each volunteer
7 activity hereinafter referred to as a “Project”) after receiving written approval of
8 the identified Project from the County Manager or his designee; and

9 **WHEREAS**, the Board of Commissioners finds it to be in the best interest
10 of its citizens for the County to enter into a License Agreement with the Sandy
11 Springs Conservancy to grant the Sandy Springs Conservancy access to the
12 exterior grounds of the Sandy Springs Library to conduct community service
13 Projects to preserve, maintain, or enhance such Property or appurtenances
14 located thereon; and

15 **WHEREAS**, pursuant to Fulton County Code Section 1-117, the Board of
16 Commissioners has exclusive jurisdiction and control over the following matters,
17 to-wit: In directing and controlling all the property of the county, as they may
18 deem expedient, according to law, including the ability to enter into a License
19 Agreement for the preservation or maintenance of County property.

20 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
21 Commissioners hereby authorizes the execution of a License Agreement and
22 necessary related documents with the Sandy Springs Conservancy, Inc., with
23 said License Agreement attached hereto in substantial form as Exhibit “A.”

1 **BE IT FURTHER RESOLVED**, that prior to execution of the attached
2 License Agreement, the County Attorney shall approve the same as to form and
3 make any necessary changes thereto to protect the interests of Fulton County.

4 **BE IT FURTHER RESOLVED**, that once the Sandy Springs Conservancy
5 elects to offer a particular volunteer Project at the Sandy Springs Library, it shall
6 then meet with DREAM and the Library Management/Director to determine
7 whether the selected Project is feasible and is in line with the County's goals or
8 plans for the Sandy Springs Library.

9 **BE IT FURTHER RESOLVED**, that if DREAM and the Library
10 Management/Director agree that the proposed Project is acceptable, they will
11 seek approval from the County Manager or his designee.

12 **BE IT FURTHER RESOLVED**, that the County Manager or his designee
13 is hereby authorized to approve proposed Projects that are feasible and in line
14 with the County's goals and plans for the Sandy Springs Library and upon such
15 approval by the County Manager or designee, the Sandy Springs Conservancy
16 may proceed with the work until completion.

17 **BE IT FURTHER RESOLVED**, that the Board of Commissioners hereby
18 accepts all donated volunteer Projects at the Sandy Springs Library once same
19 are acceptable to the County Manager or his designee.

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

1 **SO PASSED AND ADOPTED**, this 1st day of June, 2022.

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**FULTON COUNTY BOARD OF
COMMISSIONERS**

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Robert L. Pitts, Chairman

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14 **ATTEST:**

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Tonya R. Grier

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Clerk to the Commission

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APPROVED AS TO FORM:

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Y. Soo Jo, County Attorney

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P:\CALegislation\Land\6.1.22 Resolution re License Agreement for Sandy Springs Library.doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0390

Meeting Date: 6/1/2022

Department

Real Estate and Asset Management

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

Request approval of a Sewer Easement Dedication of 44,058 square feet to Fulton County, a political subdivision of the State of Georgia, from GRBK North Point, LLC., for the purpose of constructing the Ecco Park Phase 2 Project at 1275 North Point Parkway, Alpharetta, Georgia 30022.

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

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

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The proposed Ecco Park Phase 2 Project, a residential subdivision, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer 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 prior to recording of the Final Plat. The easement area to be conveyed to the County consists of 44,058 square feet and located in Land Lots 743 and 754 of the 1st District 2nd Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None.

Department Issues/Concerns: None.

History of BOC Agenda Item: None.

[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 : Ecco Park Phase 2
Tax Parcel Identification No.: 12-27220-0743-038-2
Land Disturbance Permit No.: 19-080WRR
Zoning/Special Use Permit No.: MP-18-12
(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 17 day of March, 20 22, between
GRBK North Point, 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.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned
from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the
subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold
and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and
assigns the right, title, and privilege of an easement on subject property located in land lot(s) 743 & 754 of the
1 District, 2 Section (if applicable) of Fulton County, Georgia, and more particularly described as follows: To wit:

Ecco Park Phase 2

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.

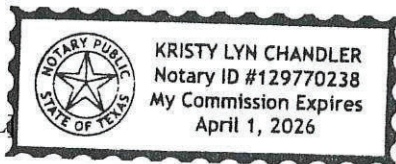
IN WITNESS HEREOF said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

Signed, sealed and delivered this 17
day of March, 20 22
in the presence of:

Ricki Fuhler
Witness

Kristy Lyn Chandler
Notary Public

[NOTARIAL SEAL]



GRANTOR: GRBK North Point, LLC
CORPORATE NAME

By: Richard Costello
Print Name: Richard Costello
Title: President

By: _____
Print Name: _____
Title: _____

[CORPORATE SEAL]

DESCRIPTION OF

Ecco Park – Phase 2 Sanitary Sewer Easement

All that tract or parcel of land lying and being in Land Lots 743 and 754 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a 3/4" rebar found at the southwestern end of the mitered intersection of the northwestern right of way line of Haynes Bridge Road (right of way width varies) and the northern right of way line of North Point Drive (right of way width varies); **THENCE** proceeding along said right of way line of North Point Drive the following courses and distances: North 73 degrees 40 minutes 07 seconds West a distance of 214.45 feet to a point and along a curve to the left with a radius of 808.00 feet and an arc length of 54.88 feet, said curve having a chord bearing of North 75 degrees 36 minutes 50 seconds West and a chord distance of 54.87 feet to a nail found; **THENCE** leaving said right of way of North Point Drive along a tie line North 76 degrees 55 minutes 05 seconds West a distance of 288.92 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said **TRUE POINT OF BEGINNING** North 89 degrees 46 minutes 37 seconds West a distance of 3.16 feet to a point; **THENCE** South 26 degrees 09 minutes 48 seconds West a distance of 1.99 feet to a point; **THENCE** North 01 degrees 16 minutes 04 seconds East a distance of 2.92 feet to a point; **THENCE** North 01 degrees 00 minutes 18 seconds East a distance of 33.83 feet to a point; **THENCE** North 88 degrees 43 minutes 59 seconds West a distance of 10.17 feet to a point; **THENCE** North 01 degrees 16 minutes 01 seconds East a distance of 57.00 feet to a point; **THENCE** South 88 degrees 43 minutes 59 seconds East a distance of 9.98 feet to a point; **THENCE** North 00 degrees 54 minutes 51 seconds East a distance of 9.41 feet to a point; **THENCE** along a curve to the right with a radius of 58.83 feet and an arc length of 28.67 feet, said curve having a chord bearing of North 13 degrees 51 minutes 07 seconds East and a chord distance of 28.38 feet to a point; **THENCE** along a curve to the left with a radius of 20.50 feet and an arc length of 17.51 feet, said curve having a chord bearing of North 00 degrees 25 minutes 07 seconds West and a chord distance of 16.99 feet to a point; **THENCE** North 25 degrees 32 minutes 01 seconds West a distance of 0.31 feet to a point; **THENCE** North 30 degrees 30 minutes 21 seconds West a distance of 4.77 feet to a point; **THENCE** North 31 degrees 58 minutes 05 seconds West a distance of 43.08 feet to a point; **THENCE** along a curve to the left with a radius of 20.00 feet and an arc length of 20.26 feet, said curve having a chord bearing of North 60 degrees 59 minutes 03 seconds West and a chord distance of 19.40 feet to a point; **THENCE** South 90 degrees 00 minutes 00 seconds West a distance of 54.17 feet to a point; **THENCE** South 00 degrees 00 minutes 00 seconds East a distance of 9.50 feet to a point; **THENCE** South 90 degrees 00 minutes 00 seconds West a distance of 8.75 feet to a point; **THENCE** South 00 degrees 00 minutes 00 seconds East a distance of 176.31 feet to a point; **THENCE** North 89 degrees 54 minutes 34 seconds East a distance of 6.22 feet to a point; **THENCE** South 00 degrees 19 minutes 26 seconds East a

distance of 6.05 feet to a point; THENCE South 89 degrees 54 minutes 49 seconds West a distance of 6.25 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 4.51 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 28.00 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 190.87 feet to a point; THENCE along a curve to the left with a radius of 9.50 feet and an arc length of 14.92 feet, said curve having a chord bearing of North 44 degrees 59 minutes 53 seconds West and a chord distance of 13.44 feet to a point; THENCE South 89 degrees 59 minutes 43 seconds West a distance of 155.63 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 178.10 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 32.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 4.50 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 3.94 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 5.91 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 3.94 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 124.19 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 7.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 5.50 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 63.31 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 21.00 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 57.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 22.19 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of North 45 degrees 00 minutes 00 seconds East and a chord distance of 7.78 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 165.21 feet to a point; THENCE South 89 degrees 56 minutes 57 seconds East a distance of 32.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 2.78 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 5.23 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 6.00 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 5.23 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 156.41 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of South 45 degrees 00 minutes 00 seconds East and a chord distance of 7.78 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 10.55 feet to a point; THENCE along a curve to the right with a radius of 51.84 feet and an arc length of 43.25 feet, said curve having a chord bearing of South 66 degrees 04 minutes 49 seconds East and a chord distance of 42.01 feet to a point; THENCE South 33 degrees 15 minutes 06 seconds East a distance of 39.21 feet to a point; THENCE along a curve to the left with a radius of 20.50 feet and an arc length of 6.35 feet, said curve having a chord bearing of South 40 degrees 50 minutes 27 seconds East and a chord distance of 6.32 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 15.09 feet to a point; THENCE North 01 degrees 13 minutes 25 seconds East a distance of 5.10 feet to a point; THENCE South 88 degrees 46 minutes 35 seconds East a distance of 83.21 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 231.63 feet to a point;

THENCE North 90 degrees 00 minutes 00 seconds East a distance of 32.00 feet to a point;
 THENCE South 00 degrees 00 minutes 00 seconds East a distance of 5.19 feet to a point;
 THENCE North 90 degrees 00 minutes 00 seconds East a distance of 3.68 feet to a point;
 THENCE South 00 degrees 00 minutes 00 seconds East a distance of 6.00 feet to a point;
 THENCE South 90 degrees 00 minutes 00 seconds West a distance of 3.68 feet to a point;
 THENCE South 00 degrees 00 minutes 00 seconds East a distance of 122.21 feet to a point;
 THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of South 45 degrees 00 minutes 00 seconds East and a chord distance of 7.78 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 130.97 feet to a point; THENCE North 00 degrees 00 minutes 00 seconds East a distance of 1.96 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 6.23 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 1.96 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East a distance of 4.00 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 32.00 feet to a point; THENCE South 90 degrees 00 minutes 00 seconds West a distance of 141.20 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.64 feet, said curve having a chord bearing of South 45 degrees 00 minutes 00 seconds West and a chord distance of 7.78 feet to a point; THENCE South 00 degrees 00 minutes 00 seconds East a distance of 60.18 feet to a point; THENCE along a curve to the left with a radius of 5.50 feet and an arc length of 8.56 feet, said curve having a chord bearing of South 44 degrees 34 minutes 22 seconds East and a chord distance of 7.72 feet to a point; THENCE South 89 degrees 14 minutes 04 seconds East a distance of 29.45 feet to a point; THENCE South 89 degrees 10 minutes 38 seconds East a distance of 50.34 feet to a point; THENCE South 89 degrees 05 minutes 22 seconds East a distance of 52.32 feet to a point; THENCE along a curve to the left with a radius of 19.50 feet and an arc length of 23.41 feet, said curve having a chord bearing of North 56 degrees 30 minutes 51 seconds East and a chord distance of 22.03 feet to a point; THENCE North 04 degrees 06 minutes 33 seconds East a distance of 99.37 feet to a point; THENCE North 14 degrees 57 minutes 37 seconds East a distance of 2.40 feet to a point; THENCE South 01 degrees 05 minutes 57 seconds West a distance of 95.04 feet to a point; THENCE along a curve to the right with a radius of 24.01 feet and an arc length of 37.15 feet, said curve having a chord bearing of South 46 degrees 33 minutes 59 seconds West and a chord distance of 33.55 feet to a point; THENCE North 89 degrees 05 minutes 22 seconds West a distance of 52.32 feet to a point; THENCE North 89 degrees 11 minutes 54 seconds West a distance of 79.79 feet to a point; THENCE North 89 degrees 02 minutes 26 seconds West a distance of 95.21 feet to a point; THENCE along a curve to the left with a radius of 63.48 feet and an arc length of 100.04 feet, said curve having a chord bearing of South 46 degrees 11 minutes 09 seconds West and a chord distance of 90.00 feet to a point; THENCE South 01 degrees 02 minutes 16 seconds West a distance of 101.36 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 44,058 square feet or 1.01 acres.



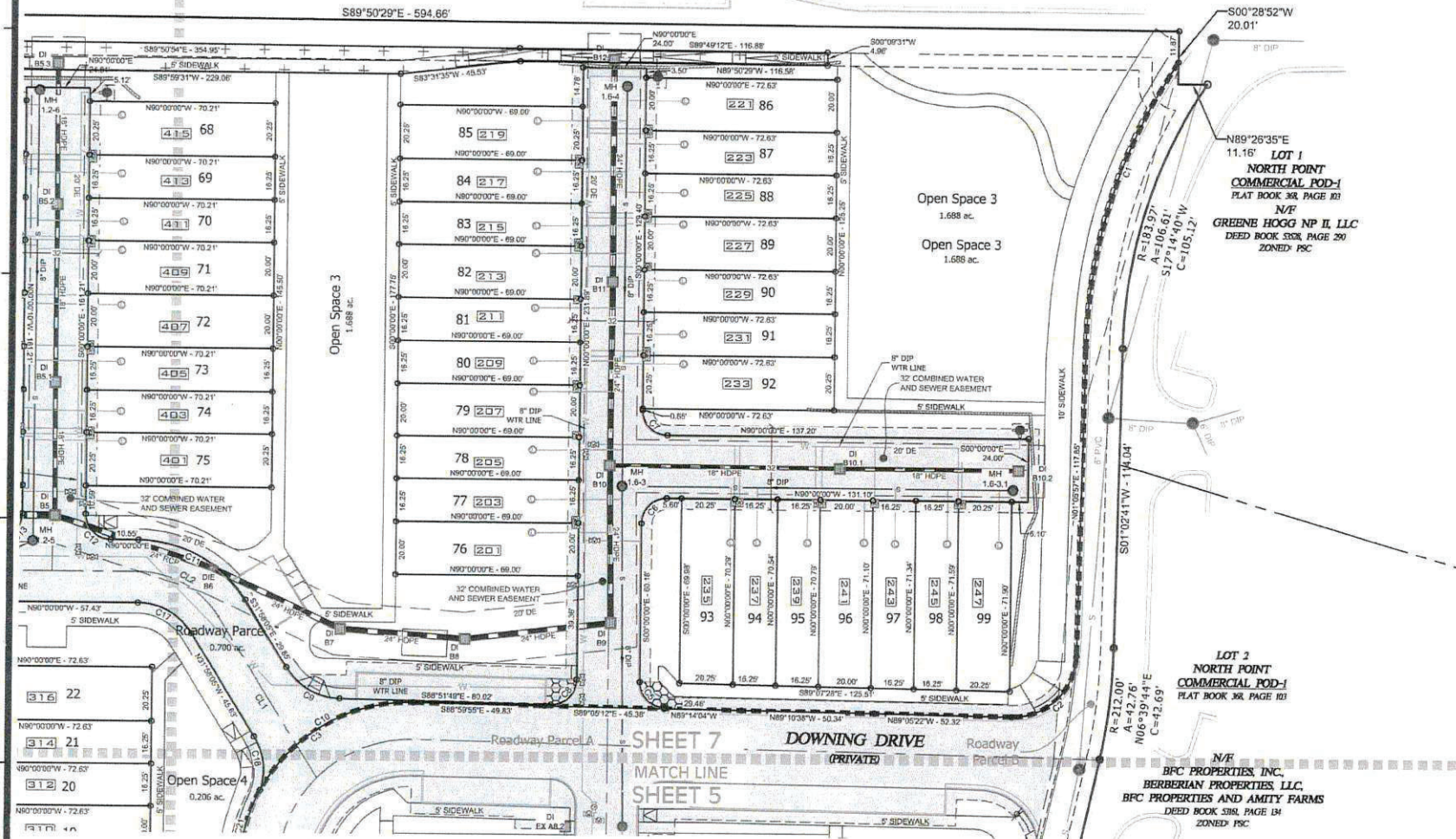
SHEET 7
MATCH LINE
SHEET 8

N/P
BRE/ESA P. PORTPOLIO LLC
DEED BOOK 422, PAGE 54
ZONED O-P

Civic Space
(Permanent Public
Access Easement)

BIO PLANTER
TREE WELL

S89°50'29"E - 594.66'



S00°28'52"W
20.01'

N89°28'35"E
11.16'

LOT 1
NORTH POINT
COMMERCIAL, PD-1
PLAT BOOK 38, PAGE 81
N/P
GREENE HOGG NP II, LLC
DEED BOOK 308, PAGE 29
ZONED PSC

LOT 2
NORTH POINT
COMMERCIAL, PD-1
PLAT BOOK 38, PAGE 81

N/P
BPC PROPERTIES, INC.,
BERBERIAN PROPERTIES, LLC,
BPC PROPERTIES AND AMITY FARMS
DEED BOOK 338, PAGE 134
ZONED PSC

Grid North (GA West Zone)
TPA

| NO. | DATE | DESCRIPTION | BY |
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4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com

Contact Person: John Merder
Certificate of Authorization Number 613



For The Firm
Travis Pruitt & Associates, Inc.

FINAL PLAT

Ecco Park

Phase 2

1275 North Point Dr., Alpharetta, GA 30022

Land Lots 743 & 754 - 1st District - 2nd Section - City Of Alpharetta - Fulton County, GA



DATE: 11/24/2021

SCALE: 1" = 30'

LSV: FINAL PLAT

GN: 180082 FP PH 2

JN: 1-18-0082

FN: 116-C-3085

SHEET 7 OF 8

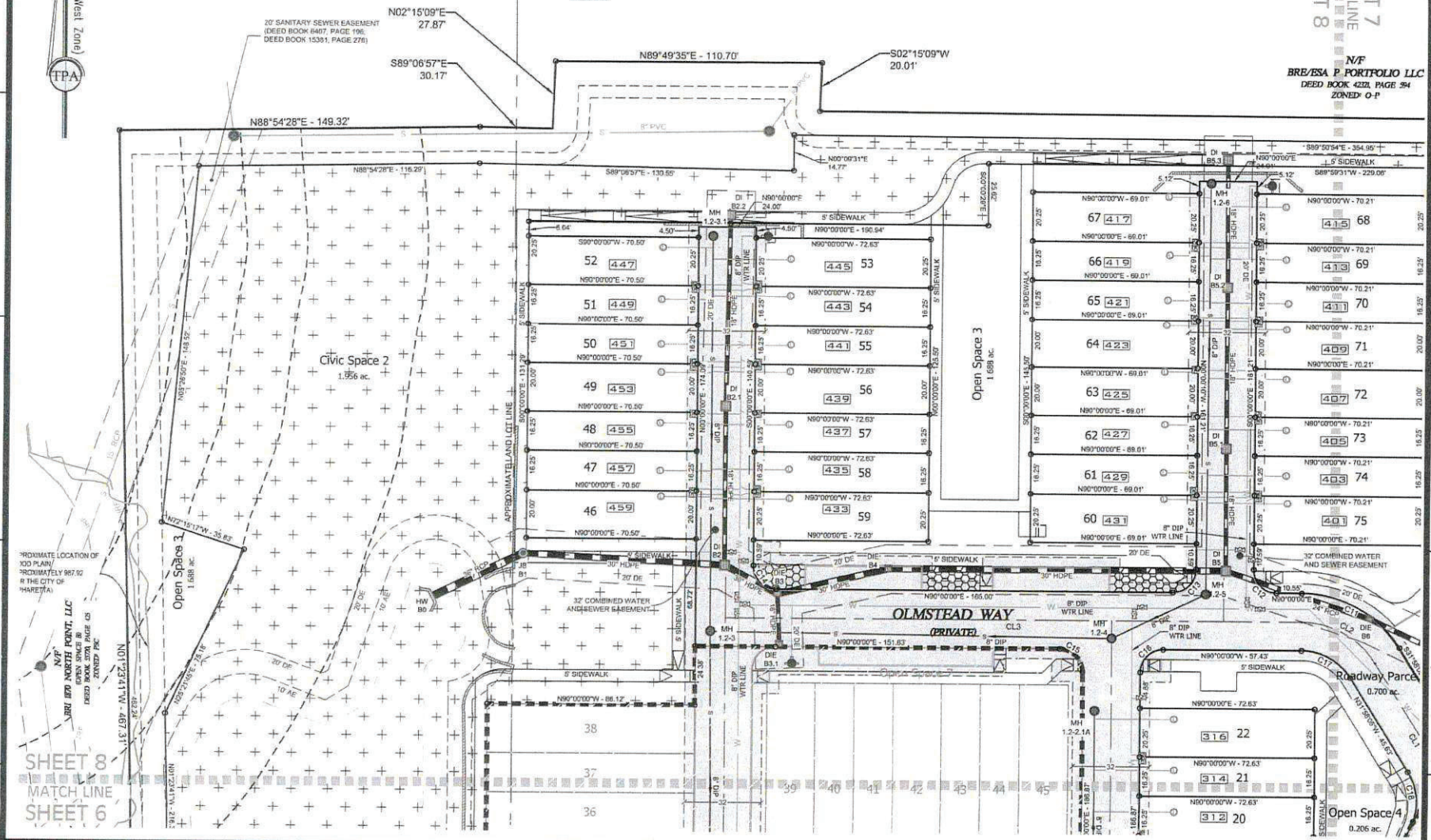
Grid North (Ga. West Zone)



- Civic Space
(Permanent Public Access Easement)
- BIO PLANTER
TREE WELL

SHEET 7
MATCH LINE
SHEET 8

N/F
BRE/ESA P. PORTFOLIO LLC
DEED BOOK 4220, PAGE 34
ZONED O-P



| NO. | DATE | DESCRIPTION | BY |
|-----|------|-------------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
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4317 Park Drive, Suite 400
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Contact Person: John Merder
Certificate of Authorization Number 613



For The Firm
Travis Pruitt & Associates, Inc.

FINAL PLAT

Ecco Park

Phase 2

1275 North Point Dr., Alpharetta, GA 30022

Land Lots 743 & 754 ~ 1st District ~ 2nd Section ~ City Of Alpharetta ~ Fulton County, GA



DATE: 11/24/2021

SCALE: 1" = 30'

LSV: FINAL PLAT

CN: 180082 FP PH 2

JN: 1-18-0082

FN: 116-C-3085

SHEET 8 OF 8



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0393

Meeting Date: 6/1/2022

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Fulton County Employee Appreciation Day." **(Pitts)**

Proclamation recognizing "Veterans Empowerment Organization Appreciation Day." **(Ellis)**

Presentation to the Board of Commissioners: "In My Shoes" Art Exhibit. **(Arts & Culture)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0395

Meeting Date: 6/1/2022

Department

Public Works

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

2022Z -0001 SFC, 2022VC-0001 SFC, 4143 Fulton Industrial Boulevard (SR 70)

Public Works Dept. Recommendation: Approval Conditional

CZB Recommendation: Approval Conditional

CLUP: Consistent

Application by Nathan V. Hendricks III for White Coat, LLC seeks rezoning from M-2 (Heavy Industrial) to C-2 (Commercial) of property located at 4143 Fulton Industrial Boulevard to accommodate an urgent care facility. The 0.44-acre property is currently developed with an 1,800 square foot building and parking lot. The applicant intends to renovate the existing building for occupational medical use as an urgent care facility focused on providing service to area workers.

In addition, the applicant also requests a concurrent variance as follows:

Reduce the 5-foot landscape strip to 0 feet to allow existing encroachments along the southwest property line to remain. (Article 4.23.1)

The subject site has 94 feet of frontage along the northwest side of Martin Luther King Jr. Drive and is located within Land Lot 23, District 14F, Fulton County, Georgia.

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

Article 28 of the Fulton County Zoning Resolution and the Georgia Zoning Procedures Law require the Board of Commissioners to hold a public hearing and take action on land use petitions before them for consideration.

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?

No

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

Scope of Work: The request of the rezoning of the property at 4143 Fulton Industrial Boulevard is need to accommodate a planned urgent care center at this address. The complete zoning report is attached as Exhibit A.

Community Impact: A vacant building will be renovated, and additional landscaping will visually improve the area.

Department Recommendation: The Department of Public Works recommends approval of the rezoning request.

Project Implications: The proposed new development will replace a blighted, vacant building.

Community Issues/Concerns: No issues or concerns have been expressed by the community.

Department Issues/Concerns: No issues or concerns.

| | |
|-----------------|--|
| PROPOSED ZONING | C-2 (COMMERCIAL) - 4,090.91 SQUARE FEET PER ACRE |
| PROPOSED USE | URGENT CARE FACILITY IN EXISTING BUILDING 1,800 SQUARE FEET |
| EXISTING ZONING | M-2 (INDUSTRIAL) |
| EXISTING USE | VACANT BUILDING |
| LAND USE MAP | INDUSTRIAL MARKETPLACE |
| LOCATION | 4143 FULTON INDUSTRIAL BOULEVARD (SR 70) (NORTHWEST SIDE): 94 FEET OF FRONTAGE PARCEL SIZE 0.44 ACRES LL 23, DISTRICT 14F COMMISSION DISTRICT 6 FULTON INDUSTRIAL BUSINESS DISTRICT OVERLAY DISTRICT SEWER BY PUBLIC SEWER |
| OWNER | WHITE COAT LLC |
| PETITIONER | WHITE COAT LLC, BRENT HARRIS |
| REPRESENTATIVE | NATHAN V. HENDRICKS III |

APPLICANT'S INTENT

Application by Nathan V. Hendricks III for White Coat, LLC. seeks rezoning from M-2 (Heavy Industrial) to C-2 (Commercial) of property located at 4143 Fulton Industrial Boulevard to accommodate an urgent care facility. The 0.44-acre property is currently developed with an 1,800 square foot building and parking lot. The applicant intends to renovate the existing building for occupational medical use as an urgent care facility focused on providing service to area workers.

Prior to April 2007, the Fulton County Zoning Resolution allowed commercial and office uses to operate within the M-2 (Industrial) zoning classification. On April 4, 2007, the Board of Commissioners amended the Use Regulations for industrial districts prohibiting commercial uses and requiring developments within M-1 and M-2 zoning classifications to be of an industrial/warehouse nature.

In addition, the applicant requests a concurrent variance as follows:

- Reduce the 5-foot landscape strip to 0 feet to allow existing encroachments along the southwest property line to remain. (Article 4.23.1)

Department of Public Works
Planning and Development Division
Staff Recommendation

**APPROVAL CONDITIONAL: 2022Z-0001 SFC,
APPROVAL CONDITIONAL: 2022VC-001 SFC**

Community Zoning Board Recommendation
May 17, 2022

**APPROVAL CONDITIONAL: 2022Z-0001 SFC
APPROVAL CONDITIONAL: 2022VC-0001 SFC**

SUBJECT SITE AND SURROUNDING AREA:

SUBJECT SITE: The subject site is zoned M-2 (Industrial) and is currently developed with a vacant building and parking lot.

NEARBY AND ADJACENT PROPERTIES/ZONINGS: NON-RESIDENTIAL

**** Immediately Northwest** - Use: Various Industrial Buildings

Petition: None

Zone: M-2 (Heavy Industrial)

**** Immediately Northeast** – Use: Vacant building, formerly a restaurant

Petition: None

Zone: M-2 (Heavy Industrial)

**** Further Northeast** – Use: Convenience Store

Petition: 2021Z-002 SFC

Zone: C-2 (Commercial)

**** Further Northeast** -Vacant building, formerly a restaurant

Petition: 2021Z-003 SFC

Zone: C-1 (Commercial)

**** Southeast** - (East side of Fulton Industrial Boulevard (SR 70)) Use: Bugetel Inn and Suites

Petition: None

Zone: M-2 (Heavy Industrial)

**** Southeast** - (East side of Fulton Industrial Boulevard) Use: GK Granite

Petition: None

Zone: M-2 (Heavy Industrial)

**** Immediately Southeast** – Use: Boston Fish Supreme

Petition: 2011Z-008 SFC

Zone: C-1 (Commercial)

**** There are no RESIDENTIAL ZONINGS** in the immediate area.

MISCELLANEOUS USES AND ZONINGS IN THE AREA:

**** North** - Use: Fulton County Airport, Brown Field, and the Fulton County Aviation Community Cultural Center

**** Further East and Further North** - City of Atlanta

**** Further South of I-20** – City of South Fulton

**** There have been no RECENT DENIALS** in the immediate area.

SITE PLAN ANALYSIS:

The applicant proposes to renovate the existing building for use as an urgent care facility. While the existing parking lot will remain, the applicant's site plan calls for removal of pavement to provide for additional landscaping as per the requirements of the Zoning Ordinance. Based on the applicant's site plan received March 25, 2022, Staff offers the following considerations:

LAND USE AND DENSITY

The property is currently developed with an 1,800 square foot building and parking lot at a density of 4,090.91 square feet per acre. As noted on the cover sheet of this report, prior to April 2007, the Fulton County Zoning Resolution allowed commercial and office uses to operate in an M-2 (Heavy Industrial) zoning classification. On April 4, 2007, the Board of Commissioners amended the Use Regulations for industrial districts requiring developments in the industrial zoning classifications to be of an industrial/warehouse nature. Thus, commercial uses on the property are prohibited and to have an urgent care facility use, rezoning is required.

The 2035 Comprehensive Land Use Map suggests Industrial Marketplace for the area along Fulton Industrial Boulevard (SR 70) between Martin Luther King Jr. Drive and Patton Drive. The intent of the Industrial Marketplace land use category is to encourage redevelopment of the Fulton Industrial District near the I-20 interchange by promoting uses which serve the needs of the people who work in the industrial area. The Industrial Marketplace designation on Fulton Industrial Boulevard is consistent with the Fulton Industrial Boulevard Redevelopment Framework which was adopted by the Board of Commissioners in August 2010.

Pursuant to this rezoning, the applicant is seeking to use the existing building for an urgent care facility, which will serve the medical needs of the area. In staff's opinion this use is consistent with the intent of the Comprehensive plan and the Fulton Industrial Boulevard Redevelopment Plan. Furthermore, the applicant's proposed density is consistent with existing and proposed development in the surrounding area.

The Recommended Conditions, which restrict the use of the property to an urgent care facility, will ensure the development is in harmony with the comprehensive and master plans for the surrounding industrial area.

Given all the above considerations, staff is of the opinion that the applicant's proposed development of the site with the recommended conditions is consistent with the Comprehensive Plan and the Fulton Industrial District Redevelopment Plan.

BUILDING SETBACKS

Article 9.2.3 requires minimum building setbacks as follows:

40-foot front yard setback along Fulton Industrial Boulevard

The existing building complies with the required setbacks.

LANDSCAPE STRIPS AND BUFFERS

Plans for the Fulton Industrial area call for enhancing landscaping within parking areas and particularly along street frontages. The site plan calls for the removal of several parking spaces to accommodate additional landscaping and the addition of landscape islands within the parking area. This additional

landscaping will serve to enhance the site and will contribute to the implementation of beautification plans for the area.

PARKING

Article 18.2.1 requires 4 spaces per 1,000 square of building area for this use. The site plan indicates that parking requirements can be met and that there is adequate room to provide for new landscape islands within the parking areas and along the street frontage.

ENVIRONMENT

The Environmental Site Analysis Report (ESA) satisfies the requirement of the Fulton County Zoning Resolution. The site does not contain streams, flood plain, wetlands, steep slopes, historical sites or sensitive plants and animal species.

OTHER CONSIDERATIONS

An abandoned sign exists on the property, and it will have to be removed. The applicant is aware that removal of the abandoned signage structure is required, and the new sign for the property will be required to comply with the existing code, which calls for a monument sign. The applicant is also aware that enclosure of any dumpster on the property will be required, consistent with the Overlay District standards.

FINDINGS:

(Article 28.4.1) Planning Staff shall, with respect to each zoning application, investigate and make a recommendation with respect to factors A. through G., below, as well as any other factors it may find relevant.

A. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY.

FINDING: The proposed office use, if developed with Staff's Recommended Conditions, is suitable for the subject site given the existing and anticipated uses within the Industrial Marketplace Corridor all of which are geared to support the industrial developments in the surrounding area.

B. WHETHER THE ZONING PROPOSAL WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY.

FINDING: In Staff's opinion, the proposed development will not have an adverse effect on the use or usability of adjacent and nearby properties if developed in accordance with the Recommended Conditions.

C. WHETHER THE PROPERTY TO BE AFFECTED BY THE ZONING PROPOSAL HAS A REASONABLE ECONOMIC USE AS CURRENTLY ZONED.

FINDING: The subject site may have a reasonable use as currently zoned.

D. WHETHER THE ZONING PROPOSAL WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION

FACILITIES, UTILITIES, OR SCHOOLS.

FINDING: Staff does not anticipate the proposed use will have a significant impact on the facilities and utilities serving the area.

E. WHETHER THE ZONING PROPOSAL IS IN CONFORMITY WITH THE POLICIES AND INTENT OF THE LAND USE PLAN.

FINDING: The proposed commercial development is consistent with policies and intent of the Comprehensive Plan, provided the Recommended Conditions are incorporated into the development.

LAND USE PLAN MAP: Industrial Marketplace

Proposed use/density: Urgent Care Facility at 4,090.91 square feet per acre

The 2030 Comprehensive Land Use Map suggests Industrial Marketplace along Fulton Industrial Boulevard (SR 70) in this area. Industrial use is suggested beyond the node. The proposed density is consistent with other projects in the area.

PLAN POLICIES:

Provide for the transition of land uses from higher to lower densities and between different land uses.

Promote the revitalization of the Fulton Industrial Boulevard Industrial District.

Promote industrial base while simultaneously allowing for necessary commercial and office services to support industrial workers.

Support implementation of Fulton Industrial Boulevard Redevelopment Framework.

F. WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL.

FINDING: The Board of Commissioner's adoption of the Fulton Industrial Boulevard Redevelopment Framework Plan and subsequent adoption of the 2030 Comprehensive Land Use Plan suggesting Industrial Marketplace constitutes a changed condition affecting the use of this property.

G. WHETHER THE ZONING PROPOSAL WILL PERMIT A USE WHICH CAN BE CONSIDERED ENVIRONMENTALLY ADVERSE TO THE NATURAL RESOURCES, ENVIRONMENT AND CITIZENS OF FULTON COUNTY.

FINDING: The proposed use is not considered environmentally adverse affecting natural resources, the environment, or the citizens of Fulton County.

CONCLUSION:

Provided Staff's Recommended Conditions are incorporated into the development of the site, the proposal to rezone the subject site from M-2 (Industrial) to C-2 (Commercial) to allow use of the existing building for an urgent care facility is consistent with the policies and intent of the Comprehensive Plan and with approved zonings in the area. Therefore, Staff recommends this petition and the concurrent variances be **APPROVED CONDITIONAL** subject to the attached Recommended Conditions.

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be APPROVED C-2 (Commercial) CONDITIONAL subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:
 - a. Urgent care facility/medical office use only, at a maximum density of 4,090.91 gross square feet per acre zoned or a total of 1,800 square feet, whichever is less.
 - b. Limit the height of the building to no more than 1 story.
2. To the owner's agreement to abide by the following:
 - a. To the site plan received by the Department of Public Works on March 25, 2022. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the Certificate of Occupancy.
3. To the owner's agreement to the following site development considerations:
 - a. Prior to issuance of an occupancy certificate for the building renovation, install and/or update the sidewalks and street lighting along Fulton Industrial Boulevard (SR 70) consistent with the standards of the Fulton Industrial Business District Overlay District.
 - b. Access to the property shall be provided via the curb cuts on the adjacent properties. No additional curb cuts shall be allowed.
 - c. To prohibit any window coverings, signage, location of interior or exterior shelving, appliances etc. that would block clear sight into the establishment through any window.
 - d. To post no loitering and no trespassing signage in highly visible locations throughout the property and visible from all parts of the property.
 - e. To install LED lights on all light posts on the property.
 - f. To partner with the Fulton County Police Department to be included in the TAP (Trespassing Affidavit Program).
 - g. To partner with the Fulton County Police Department and install an interior and exterior onsite security camera system. The camera system shall be incorporated into the existing Police camera system along Fulton Industrial Boulevard so that the Police can remotely monitor all activity in real time.
 - h. To remove all existing abandoned signage frames on the site; new signage shall comply with the Zoning Resolution.

i. All improvements along Fulton Industrial Boulevard (SR 70) shall be subject to the approval of the Georgia Department of Transportation.

4. To the owner's agreement to abide by the following:

a. Prior to submitting the application for a (LDP) with the Department of Public Works, Plan Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.

b. Prior to submitting the application for an LDP, arrange an on-site evaluation of any existing specimen trees/stands, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of the results of these meetings will be required to be submitted along with the application for an LDP.

APPENDIX

COMMENTS ON PUBLIC SERVICES AND UTILITIES

NOTE: Various Fulton County departments or divisions that may or may not be affected by the proposed development provide the following information. Comments herein are based on the applicant's conceptual site plan and are intended as general non-binding information and in no manner suggest a final finding by the commenter. All projects, if approved, are required to complete the Fulton County Plan Review process prior to the commencement of any construction activity.

TRANSPORTATION FACILITIES:

- Update sidewalks and/or streetlights along the property frontage to be consistent with the CID standards.
- Fulton Industrial Boulevard (SR 70) is a State Route, any improvements within the right of way of will require approval and permit issuance by GDOT.

HEALTH DEPARTMENT:

Environmental Health Service Comments

- Fulton County Board of Health requires that the proposed facility be served by public water and public sanitary sewer which are available to the site.
- This department recommends that the proposed building be inspected, and the owner/operator is required to provide the internal plumbing and sanitary facilities necessary to serve the existing and proposed addition and building capacity.
- This development must comply with the Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article III – Smoke-free Air.
- If this proposed development includes a food service establishment, as defined in Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 - Health and Sanitation, Article V - Food Service, the owner must submit kitchen plans for review and approval by this agency before issuance of a building permit and beginning construction. The owner must obtain a food service permit prior to opening.
- This department requires that plans indicating the number and location of outside refuse containers along with typical details of the pad and approach area for the refuse containers be submitted for review and approval.

WATER AND WASTEWATER (SEWER):

WATER:

No increased capacity proposed.

This project is within the City of Atlanta jurisdiction.

SEWER:

Basin: Utoy Creek

For TDD, TTY Access Services please call 711 for Georgia Relay.

Petition: 2022Z-001, 2022VC-001
BOC Meeting: 06/1/22

Treatment Plant: Utoy Creek
No increased capacity proposed.

Comments: This information does not guarantee that adequate sewer capacity is available at this time or will be available upon application of permits. Please contact the Department of Public Works for more information.

DRAINAGE:

Flood Plain: According to the Fulton County Geographic Information System (GIS) Map, there is no 100-year flood plain on the subject site.

TAX ASSESSOR:

Property Tax ID#:14F-0023-LL-086-8

Taxes on the subject property are up to date on this property

FIRE MARSHAL:

Fire requirements for this project will be reviewed and met through Life Safety 101, 2018, and IFC 2018.

Fire Station: 11
Battalion: 2

POLICE DEPARTMENT:

This property should participate in the TAP (Trespassing Affidavit Program)

EMERGENCY SERVICES:

No comments.

CODE ENFORCEMENT:

No recent code violations on this site; no open code violations on the site.



0 0 0 0 mi

Fulton County GIS

Date: 4/20/2022
Map Size: 8.5x11 (LETTER)



Fulton County provides the data on this map for your personal use "as is". The data are not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. Fulton County assumes no responsibility for losses resulting from the use these data, even if Fulton County is advised of the possibility of such losses.



Property Profile for 4143 FULTON IND BLVD SW

Property Tax Information

| | |
|-----------------------|---|
| Tax Year | 2022 |
| Parcel ID | 14F0023 LL0868 |
| Property Address | 4143 FULTON IND BLVD SW |
| Owner | SEA MARSHES DEVELOPMENT LLC |
| Mailing Address | 120 INTERSTATE NORTH PKWY STE 154 ATLANTA GA 30339 |
| Total Appraisal | \$183,200 |
| Improvement Appraisal | \$84,700 |
| Land Appraisal | \$98,500 |
| Assessment | \$73,280 |
| Tax District | 70D |
| Land Area | 0.4591 ac |
| Property Class | Commercial Lots |
| Land Use Class | Retail - Single Occupancy |
| TAD | |
| CID | Fulton Industrial CID |

Zoning

| | |
|-------------------------|------------------------|
| Zoning Class | M-2 |
| Overlay District | Fulton Industrial Ov |
| 2035 Future Development | Industrial Marketplace |

Political

| | |
|------------------------|--|
| Municipality | unincorporated |
| Commission District | 6 |
| Commission Person | Khadijah Abdur-Rahman |
| Council District | not available |
| Council Person | not available |
| Voting Precinct | FC02 |
| Poll Location | Aviation Community Cultural Center, 3900 Aviation Cir Nw |
| Congressional District | 005 |
| State Senate District | 038 |
| State House District | 060 |

School Zones

| | |
|-------------------|----------|
| Elementary School | Randolph |
| Middle School | Sandtown |
| High School | Westlake |

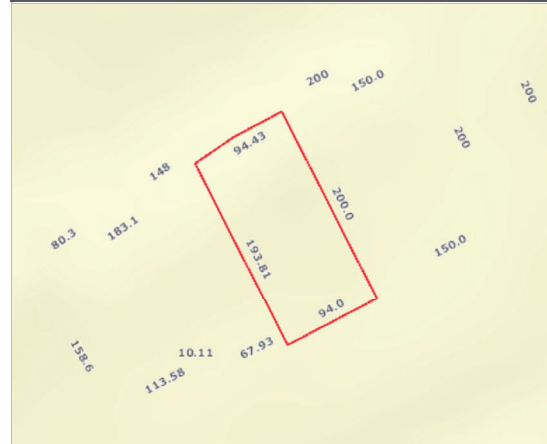
Other Information

| | |
|--------------------------------|-------|
| Zip Code | 30336 |
| Census Tract | 78.05 |
| In Less Developed Census Tract | Yes |

Aerial View



Property Map



Vicinity Map



Existing Building View from Parking Lot:



Existing Building View from Entry Drive:

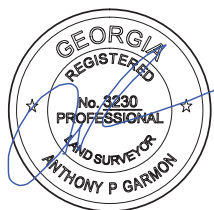


Existing Building View from Street:



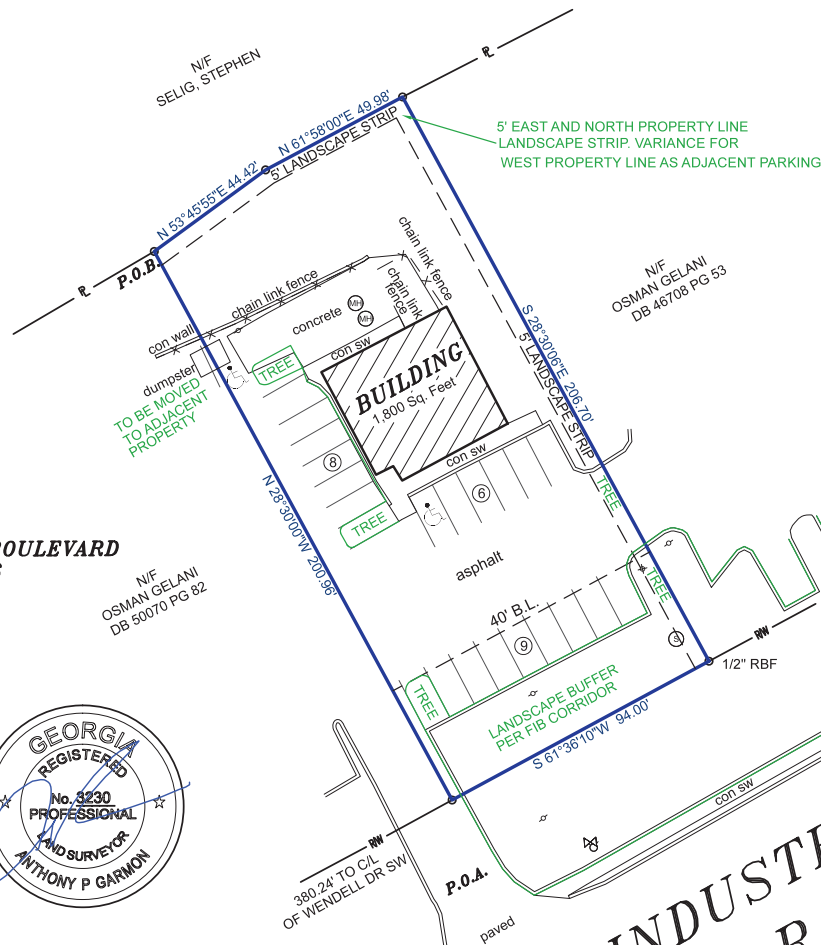
14F0023 LL0868
4143 FULTON INDUSTRIAL BOULEVARD
ATLANTA, GA 30336
19317.77 Sq. Feet
0.44 Acres
 Zoned: M2

AS REQUIRED BY SUBSECTION (c) of
O.C.G.A. SECTION 15-6-67, THE
REGISTERED LAND SURVEYOR
HEREBY CERTIFIES THAT THIS MAP,
PLAT, OR PLAN HAS BEEN APPROVED
FOR FILING IN WRITING BY ANY AND
ALL APPLICABLE MUNICIPAL, COUNTY,
OR MUNICIPAL-COUNTY PLANNING
COMMISSIONS OR MUNICIPAL OR
COUNTY GOVERNING AUTHORITIES
OR THAT SUCH GOVERNMENTAL
BODIES HAVE AFFIRMED IN WRITING
THAT APPROVAL IS NOT REQUIRED.



NOTES

1. ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
2. SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
3. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF +0.03 FEET.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
5. EQUIPMENT USED IN THIS SURVEY WAS A CARLSON SURVEYOR + DATA COLLECTOR AND A TOPCON GPT 3003LW TOTAL STATION.
6. FIELD WORK COMPLETED ON JULY 6, 2017.
7. SETBACKS ARE SHOWN FROM COUNTY CODE INFORMATION. GARMON LAND SURVEYING, LLC IS NOT LIABLE FOR ANY DISCREPANCIES.
8. EACH PARKING STALL IS REQUIRED TO BE WITHIN 40' RADIUS OF TREE



RFB=REBAR FOUND
 CTF=CRIMP TOP PIPE FOUND
 IPS= IRON PIN SET
 DE=DRAINAGE EASEMENT
 B.L.=BUILDING LINE
 N/F=NOW OR FORMERLY
 PL=PROPERTY LINE
 R/W=RIGHT-OF-WAY
 DB=DEED BOOK
 PG=PAGE
 CC=CONCRETE
 SW=SIDEWALK
 ⚡=POWER POLE
 ⚡=LIGHT POLE
 (Mh) =MANHOLE
 (S) =SIGN
 ⊗=WATER VALVE
 ⊗=FIRE HYDRANT
 ———=PROPOSED/GREEN

NOT TO SCALE

2022Z-001 SFC, 2022CV-001 SFC
Site Plan Received 3-25-2022
Fulton County Department of Public Works



| | | | |
|---------------------|----------------|--|--|
| SURVEY FOR: | | WHITE COAT CAPITAL | |
| LAND LOT: | DATE |  GARMON LAND SURVEYING 1920 Railroad Street Statham Ga 30666 678-726-7582 garmonsurveying@gmail.com | |
| 23 | 7/11/2017 | | |
| DISTRICT: 14 | SCALE | | |
| SECTION: | 1" = 40' | | |
| COUNTY: | JOB NO. | DRAWING NAME: 4143 FULTON IND BLVD | |
| FULTON | 2017-192 | | |

LETTER OF INTENT

The property contains approximately 0.459 acres and is located on the northeasterly side of Fulton Industrial Boulevard and is commonly known as 4143 Fulton Industrial Boulevard and has an existing building on the Property of approximately 1,800 square feet. The Property is presently zoned to the M-2 Zoning Classification and the Applicant requests a rezoning to the C-2 Zoning Classification.

The Applicant intends to improve the existing building on the Property to accomodate the existing fuilding for occupational medical use as an urgent care facility to handle DOT exams and workplace injuries related to the industrial operations along Fulton Industrial Boulevard. The Property is presently listed on the Fulton County Comprehehsive Land Use Plan as "industrial market place" and the use of the existing building for the intended use would be of benefit to and be or overall benefit to the community at large and accordingly would be entirely approproate for the Fulton Industrial Boulevard area of the County.

Pursuant to Article 4.23.1 of the Fulton County Zoning Resolution, the Applicant requests a Concurrent Variance to reduce the 5 foot landscape strip to 0 feet to allow the improvements as shown on the Site Plan submitted with this Application along the southwest Property Line.

Accordingly, this Rezoning Application and Concurrent Variance Application are entirely appropriate and the appropriateness of this Rezoning and Concurrent Variance Application are more approproately stated and setforth on Exhibit "A" attached hereto and by reference thereto made a part hereof.

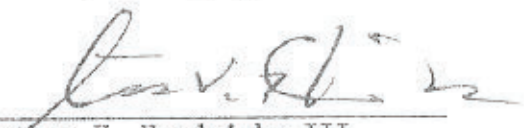
Now comes the Applicant who does hereby request that the above referenced Application for Rezoning and Concurrent Variances be approved as submitted in order that the Applicant be able to proceed with the lawful use and development of the Property.

APPLICANT:

White Coat ~~Capital~~ LLC

By: 

Brent Harris
Its, Managing Member


Nathan V. Hendricks III
Attorney for Applicant

6085 Lake Forrest Drive
Suite 200
Atlanta, Georgia 30328

Tax I.D. No. 14F-0023-LL-086-8

Deed Book 64845 Page 344
Filed and Recorded 11/18/2021 05:40:00 PM
2021-0349935
Real Estate Transfer Tax \$200.00
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 5513459567

After recording return to:

Mark Eustor, Esq.
Atlanta Commercial Title and Escrow, LLC
3495 Piedmont Road, Building 11, Suite 950
Atlanta, Georgia 30305

STATE OF GEORGIA

COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 18th day of November, 2021, between SEA MARSHES DEVELOPMENT, LLC, a Georgia limited liability company, hereinafter called Grantor, and WHITE COAT LLC, a Georgia limited liability company, hereinafter called Grantee, having an address at 714 Cedar Street, Carrollton, Georgia 30017 (the words Grantor and Grantee to include the respective successors and assigns of the parties hereto where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee all that tract or parcel of land lying and being in Land Lot 23 of the 14th District FF of Fulton County, Georgia, more particularly described by Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH all buildings, structures, easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, emblements, and appurtenances in any way belonging, relating, or appertaining to said tract or parcel of land.

TO HAVE AND TO HOLD said property with all and singular the rights, members,

and appurtenances thereof, to the same being, belonging, or in any wise appertaining, for the only proper use, benefit, and behoof of the said Grantee, forever in FEE SIMPLE, subject to the matters described on Exhibit B attached hereto and made a part hereof.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor, subject to the matters described on Exhibit B attached hereto and made a part hereof.

[Execution on following page]

IN WITNESS WHEREOF, Grantor has signed, sealed, and delivered this Limited Warranty Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

SEA MARSHES DEVELOPMENT, LLC, a
Georgia limited liability company

Amos D. Reynolds
Unofficial Witness

By: *John L. Varner* (SEAL)
John L. Varner, Manager

David A. Weissman
Notary Public

My Commission Expires
10-01-2010

NOTARY PUBLIC
DAVID A. WEISSMAN
NOTARY
GEORGIA
DEALS
PUBLIC
NOTARY

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 23 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR SET ON THE NORTHWESTERLY RIGHT OF WAY LINE OF FULTON INDUSTRIAL BOULEVARD (HAVING A VARIABLE WIDTH RIGHT OF WAY), SAID IRON PIN BEING LOCATED A DISTANCE OF 150.00 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF FULTON INDUSTRIAL BOULEVARD AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERCHANGE DRIVE (HAVING A 50 FOOT RIGHT OF WAY); RUNNING THENCE SOUTH 61 DEGREES 56 MINUTES 10 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 94.00 FEET TO A P.K. NAIL SET; THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING NORTH 28 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 200.96 FEET TO A 1/2 INCH OPEN TOP PIPE FOUND; THENCE RUNNING NORTH 53 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 44.42 FEET TO 1/2 INCH REBAR FOUND; THENCE RUNNING NORTH 61 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 49.98 FEET TO A 1/2 INCH REBAR FOUND; THENCE RUNNING SOUTH 28 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 206.70 FEET TO A 1/2 INCH REBAR SET ON THE NORTHWESTERLY RIGHT OF WAY LINE OF FULTON INDUSTRIAL BOULEVARD AND THE POINT OF BEGINNING; CONTAINING 19,318 SQUARE FEET AS SHOWN ON PLAT OF SURVEY FOR: STEWART TITLE GUARANTY COMPANY; MILTON NATIONAL BANK AND COFFEE TO GO, INC., MADE BY THE CARTER GROUP, BEARING THE SEAL OF JAMES H. CARTER, GA. R.L.S. NO. 1999, DATED JULY 31, 1996.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN WARRANTY DEED FROM PROPERTY RESOURCES, INC. TO BJC ENTERPRISE, INC., DATED NOVEMBER 7, 1978, RECORDED IN DEED BOOK 7102, PAGE 102, AS CORRECTED BY CORRECTIVE WARRANTY DEED BETWEEN THE SAME PARTIES DATED JUNE 26, 1979 RECORDED IN DEED BOOK 7285, PAGE 63, FULTON COUNTY RECORDS,

ALSO, TOGETHER WITH THOSE EASEMENT RIGHTS ARISING UNDER THAT CERTAIN SEWER EASEMENT FROM CITIZENS AND SOUTHERN REALTY INVESTORS TO ENTERPRISE PARK, INC., DATED NOVEMBER 17, 1976, FILED FOR RECORD DECEMBER 8, 1976 AT 8:54 A.M., RECORDED IN DEED BOOK 6606, PAGE 303, AFORESAID RECORDS.

ALSO, TOGETHER WITH THOSE EASEMENT RIGHTS ARISING UNDER THAT CERTAIN QUITCLAIM DEED FROM BENTON, INC., A GEORGIA CORPORATION TO PROPERTY RESOURCES, INC., A GEORGIA CORPORATION, DATED JUNE 25, 1979, FILED FOR RECORD JUNE 27, 1979 AT 4:33 P.M., RECORDED IN DEED BOOK 7285 PAGE 59 AFORESAID RECORDS.

EXHIBIT "B"

1. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.
2. Those matters reflected in Schedule B-1 of Chicago Title Insurance Company Policy No.:
5797-1-2-35550-2017.7230610-212170261

Exhibit "A"

The designation of industrial market place on the Comprehensive Land Use Plan is entirely fitting for the intended use of the Property by the Applicant of a medical office facility in the existing building located on the Property as a supplement for the improvement of the existing building for medical occupational and urgent care facility to handle DOT exams and workplace injuries related to the industrial business operation along Fulton Industrial Boulevard.

APPROPRIATENESS OF APPLICATION
AND
CONSTITUTIONAL ASSERTIONS

The portions of the Zoning Resolution of Fulton County as applied to the subject Property which classify or may classify the Property so as to prohibit its development as proposed by the Applicant are or would be unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the Zoning Resolution of Fulton County to the Property which restricts its use to any classification other than that proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the Fulton County Board of Commissioners without any rational basis therefore, constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal by the Fulton County Board of Commissioners to rezone the Property as proposed by the Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the subject Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting the Applicant's utilization of the subject Property would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to an unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

Any rezoning of the Property without the simultaneous approval of the Concurrent Variances requested would also constitute an arbitrary, capricious and discriminatory act and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0396

Meeting Date: 6/1/2022

Department

County Manager

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

Presentation of COVID-19 Operational Response Update.

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

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0397

Meeting Date: 6/1/2022

Department

Purchasing & Contract Compliance

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

Request ratification of emergency procurement - County Manager, Countywide Emergency Procurements.

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

In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

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

Attached is a list of emergency procurements for the County for the period 5/7/2022 through 5/23/2022.

Contract & Compliance Information

Information provided on Spreadsheet

Exhibits Attached

Exhibit 1: List of County Emergency Procurements

Contact Information

Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Joseph Davis, Director, Real Estate & Asset Management, (404) 612-3772

Fiscal Impact / Funding Source

Funding line to be identified at time of request by Finance Department

| FULTON COUNTY EMERGENCY PROCUREMENTS 5/9/2022 - 5/23/2022 | | | | | | |
|---|---------------------------|----------------------------|------------------------|---------------------------------|--------|---------------|
| EMERGENCY RENTAL ASSISTANCE PROGRAM | | | | | | |
| Date | Description of Emergency | Department/ User Agency | Contractor/Vendor Name | Certification Classification | Source | Amount |
| | No Report for this period | | | | | |
| | | | TOTAL | | | \$0.00 |

| FEMA | | | | | | |
|------|---------------------------|----------------------------|------------------------|---------------------------------|--------|---------------|
| Date | Description of Emergency | Department/ User Agency | Contractor/Vendor Name | Certification Classification | Source | Amount |
| | No Report for this period | | | | | |
| | | | TOTAL | | | \$0.00 |

| AMERICAN RESCUE PLAN | | | | | | |
|----------------------|--|----------------------------|----------------------------|---------------------------------|--------|-------------|
| Date | Description of Emergency | Department/ User Agency | Contractor/Vendor Name | Certification Classification | Source | Amount |
| 5/9/2022 | Hand-held Metal Detectors (4) for the Sheriff's Office Court Backlog Project | County Manager | Grainger Industrial Supply | Majority | ARPA | \$662.40 |
| 5/10/2022 | Weekend Furniture Installation Services for Fulton County Superior Court for Court Backlog Project | County Manager | 5 Star Office Furniture | FBE | ARPA | \$2,925.00 |
| 5/10/2022 | Uniforms for Marshal's Office new hires for Court Backlog Project | County Manager | T&T Uniforms, Inc. | Majority | ARPA | \$6,272.00 |
| 5/10/2022 | Ballistic Vests for Marshal's Office new hires for Court Backlog Project | County Manager | Galls, Inc. | Majority | ARPA | \$20,692.00 |
| 5/10/2022 | Metal Detectors (2) and installation services for Fulton County Courthouse for Court Backlog Project | County Manager | Rapiscan Systems | Majority | ARPA | \$7,848.00 |

| | | | | | | |
|-----------|---|----------------|--------------------------------------|----------|------|--------------------|
| 5/19/2022 | Polygraph Services for Marshal's Office new hires for Court Backlog Project | County Manager | Lancaster Information Services, Inc. | Majority | ARPA | \$4,100.00 |
| | | | TOTAL | | | \$42,499.40 |

| OTHER EMERGENCY PROCUREMENTS | | | | | | |
|------------------------------|---|----------------------------|------------------------|---------------------------------|--------------|--------------------|
| Date | Description of Emergency | Department/ User Agency | Contractor/Vendor Name | Certification Classification | Source | Amount |
| 5/18/2022 | Emergency work for voter district verification services and elections street maintenance and geocoding. | Registration & Elections | Blue Raster, LLC | Majority | General Fund | \$27,000.00 |
| | | | TOTAL | | | \$27,000.00 |

Funding Source Legend

| | |
|------------|------------------------------------|
| EERF | Emergency Expenditure Reserve Fund |
| FEMA Reimb | FEMA Reimbursement |
| ERAP | Emergency Rental Assistance |
| ARP | American Rescue Plan |

| | | |
|---------------------------------------|--------------------|--------------|
| GRAND TOTAL | \$69,499.40 | |
| *PARTICIPATION GRAND TOTAL | \$69,499.40 | |
| Certified Firms | \$2,925.00 | 4.21% |

Certification Classification Legend

| | |
|-------|--|
| DBE | Disadvantage Business Enterprise |
| FBE | Female Business Enterprise |
| MBE | Minority Business Enterprise |
| SBE | Small Business Enterprise |
| SDVBE | Services Disable Veteran Business Enterprise |

| | | |
|---|------------------------|---------------|
| TOTAL SPEND 2022 | \$25,915,844.01 | |
| *PARTICIPATION SPEND 2022 | \$11,842,588.95 | |
| TOTAL PARTICIPATION SPEND 2022 | \$5,621,557.90 | 47.47% |

*Participation Spend does not include Government or Non-Profit Organizations



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0398

Meeting Date: 6/1/2022

Department

Finance

Requested Action

Presentation, review and approval of June 1, 2022 Budget Soundings.

Requirement for Board Action

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

Open and Responsible Government

Summary & Background

The June 1, 2022 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- **Modify the 2022 Annual Hardware and Software Maintenance and Support list - (PAGE 3)**

| Annual Hardware and Software Maintenance and Support List - 2022 | | | | | | | | |
|--|-------------|--|-------------------------|-------------------------------------|-------------------------|-----------|----------------|---|
| Type | Vendor Name | Product Name | Description | User Agency | 2022 AML Adopted Budget | Add'l Amt | Funding Source | Comments |
| Software | Chmura | JobsEQ Platform + Real-Time Intelligence (RTI) | 1 Organization Licenses | Select Fulton Workforce Development | \$10,000 | \$185 | Workforce | Increase spending authority to \$10,185 |

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2022 Adopted Budget.

The department requests an increase in spending authority needed to modify contract with vendor for the annual renewal fee schedule increase. The requested change will be funded within the existing department's

budget and will not result in any budget adjustments.

- **BOC authorization to transfer balance of soundings funding in the amount of \$483,000 to Non-Agency funding account - (PAGE 4)**

The Board of Commissioners approval is being requested to transfer the balance of the soundings contingency funding in the amount of \$483,000 to a Non-Agency account for security coverage as discussed during executive session on May 18, 2022.



JUNE BUDGET SOUNDINGS

June 1, 2022

Presented

to the

Board of Commissioners

by the

Finance Department

SOUNDINGS FACT SHEET
June 1 2022 Soundings

GENERAL FUND**Strategic Priority Area: Open and Responsible Government****Action Required:**

Modify the 2022 Annual Hardware and Software Maintenance and Support List

| Annual Hardware and Software Maintenance and Support List - 2022 | | | | | | | | | |
|--|----------|-------------|---|---------------------------|---------------------------------------|----------------|----------------------------|-------------------|--|
| Item # | Type | Vendor Name | Product Name | Description | User Agency | Funding Source | 2022 Projected Expenditure | Additional Amount | COMMENTS |
| 314 | Software | Chmura | JobsEQ Platform + Real-Time Intelligence (RTI) module | 1 Organizational Licenses | Select Fulton - Workforce Development | Workforce | \$10,000.00 | \$185.00 | Increase in spending authority to \$10,185 |

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2022 Adopted Budget. The department request an increase in spending authority needed to modify contract with vendor for the annual renewal fee schedule increase. The requested change will be funded within the existing department's budget and will not result in any budget adjustments.

Included in Soundings per County Manager's direction.

GENERAL FUND**June 1 2022 Soundings****Open and Responsible Government****Action Required:**

BOC authorization to transfer balance of sounding funding in the amount of \$483,000 to Non-Agency funding account.

Non- Agency Reserve

100-999-XXXX-XXXX

Increase

\$483,000

Decrease**Non Agency - Reserve**

100-999-S999-1900

Increase**Decrease**

(\$483,000)

Purpose (Justification):

The Board of Commissioners approval is being requested to transfer the balance of the soundings contingency funding in the amount of \$483,000 to a Non-Agency account for security coverage as discussed during executive session on May 18, 2022.

| |
|--|
| Included in Soundings per County Manager's direction. |
|--|



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0399

Meeting Date: 6/1/2022

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 two (2) new titles: Talent Acquisition Supervisor (grade 22) and Talent Acquisition Specialist (grade 19).

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

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:

The Department of Human Resources management (DHRM) has determined that the following action(s) are warranted to ensure the integrity of the County's Classification system and the changing needs within the respective department. DHRM is requesting approval to:

(**X**) create the following new classifications:

| | Title Code | Title | Grade |
|----|-------------------|-------------------------------|--------------|
| A. | 215110 | Talent Acquisition Supervisor | 22 |
| B. | 215111 | Talent Acquisition Specialist | 19 |

Community Impact: There is no community impact.

Department Recommendation: HR 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.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0400

Meeting Date: 6/1/2022

Department

Library

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

Request approval to an amend existing contract - **Fulton County Library System**, RFP#11RFP78733K-NH, Wayfinding Design Services for the Library Capital Improvement Program (CIP), Phase II in the amount of \$49,600.00 with EYP, Inc. (Atlanta, GA), to provide additional Wayfinding Programming, Design and Construction Administration Services for Peachtree Library and MLK Library. Effective upon 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 as necessary for contract completion of the contract, 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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background To amend existing contract to provide additional Wayfinding Design Services for remaining Phase II Library CIP projects.

Scope of Work: The Fulton County Library System requests approval to amend the existing contract to provide additional Wayfinding Programming, Design and Construction Administrative Services for Peachtree Library, MLK Library and Peachtree Library exterior monument sign.

EYP, Inc. has and will continue to provide expertise, resources and experienced personnel necessary to develop wayfinding designs, cost estimating, budgets and coordination required to assist the Library System and the County with the graphic design of all wayfinding and identification signage required for all Phase II libraries. Additionally, EYP will provide Wayfinding Design and Construction Administration for Peachtree Library, MLK Library and the exterior monument sign at Peachtree Library.

The Scope of Services include the following:

| | Description of Service | Cost |
|---|---|--------------------|
| 1 | Peachtree Library Wayfinding Signage | |
| | <ul style="list-style-type: none">• Programming and Schematic Design• Design Development• Design Intent Documentation• Construction Administration | \$24,000.00 |
| 2 | MLK Library Wayfinding Signage | |
| | <ul style="list-style-type: none">• Programming and Schematic Design• Design Development• Design Intent Documentation• Construction Administration | \$24,000.00 |
| 3 | Peachtree Library Exterior Monument Sign | \$1,600.00 |
| | | |
| 4 | Total Cost | \$49,600.00 |

Community Impact: This request involves the renovation of libraries in communities throughout the County. The successful and timely renovation of each library will positively impact communities countywide.

Department Recommendation: The Fulton County Library System recommends approval of to amend existing contract to provide additional Wayfinding Programming, Design and Construction Administration Services for Peachtree Library and MLK Library.

The Wayfinding Design Services Design Firm will work in collaboration with the DREAM's Bond Construction Management Team and the County's Library representatives.

Project Implications: The cost of the requested service will be funded using Library Bond funds; therefore, it will not impact the County or Library operations.

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

Department Issues/Concerns: If this amendment is not approved, this will cause delay in providing additional Wayfinding Programming, Design and Construction Services for Peachtree Library and

MLK Library

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|-------------------------------|----------|----------|--------------------|
| Original Award Amount | 11-0901 | 10/5/11 | \$323,700.00 |
| Amendment No. 1 | 14-0860 | 10/15/14 | \$15,000.00 |
| Contract Extension No. 1 | 17-0041 | 1/4/17 | \$349,000.00 |
| Amendment No. 2 (Name Change) | 18-0547 | 8/15/18 | \$0.00 |
| Amendment No. 3 | 20-0707 | 10/7/20 | \$45,020.00 |
| Amendment No. 4 | | | \$49,600.00 |
| Total Revised Amount | | | \$782,320.00 |

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)***Contract Value:** \$49,600.00

Prime Vendor: EYP, Inc.
Prime Status: White Female Business Enterprise- Certified
Location: Atlanta, GA
County: Fulton County
Prime Value: \$49,600.00 or 100.00%
Subcontractor: None

Total Contract Value: \$49,600.00 or 100.00%
Total M/FBE Value: \$49,600.00 or 100.00%

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

Exhibit 1: Amendment No. 4 to Form of Contract
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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$323,700.00
Previous Adjustments: \$409,020.00
This Request: \$49,600.00
TOTAL: \$782,320.00

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:**

573-650-6500-L011- Library Bond Capital Phase 2, Library, Central Library- \$49,600.00

| Key Contract Terms | |
|--------------------------------------|---------------------------------|
| Start Date: Upon BOC Approval | End Date: 12/31/2023 |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating: 3.80**Would you select/recommend this vendor again?**

Yes

Report Period Start: 5/1/2021
Report Period End: 12/31/2021

AMENDMENT NO. 4 TO FORM OF CONTRACT

Contractor: **EYP, Inc.**

Contract No. **11RFP78733K-NH, Wayfinding Design Services for the Library
Capital Improvement Program (CIP), Phase II**

Address: **100 Peachtree Street NW, Mezzanine**
City, State **Atlanta, GA 30303**

Telephone: **(404) 524-2200**

E-mail: vprior@eypae.com

Contact: **Veronique Pryor,
Principal**

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **EYP, Inc.** to provide Wayfinding Design Services for Library Capital Improvement Program (CIP), Phase II, dated 28th day of March, 2017, on behalf of the Fulton County Library System; and

WHEREAS, the purpose for this amendment is to provide additional Wayfinding Programing Design and Construction Administration Services for Peachtree Library and MLK Library; 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 _____, **BOC Items #22-** .

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

This Amendment No. 4 to Form of Contract is effective as of the ____ day of ____, 2022, between the County and **EYP, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 4 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To perform additional Wayfinding Programing Design and Construction Administration Services for Peachtree Library and MLK Library.

The Scope of Services include the following:

| | Description of Service | Cost |
|----------|--|--------------------|
| 1 | Peachtree Library Wayfinding Signage | |
| | <ul style="list-style-type: none"> • Programming and Schematic Design • Design Development • Design Intent Documentation • Construction Administration | \$24,000.00 |
| 2 | MLK Library Wayfinding Signage | |
| | <ul style="list-style-type: none"> • Programming and Schematic Design • Design Development • Design Intent Documentation • Construction Administration | \$24,000.00 |
| 3 | Peachtree Library Exterior Monument Sign | \$1,600.00 |
| | | |
| 4 | Total Cost | \$49,600.00 |

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$49,600.00** (Forty-Nine Thousand Six Hundred Dollars and Zero Cents).
3. **LIABILITY OF COUNTY:** This Amendment No. 4 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. 4 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 4 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:

EYP, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Veronique Pryor,
Principal

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: _____

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

Commission Expires: _____

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL 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. Quality of Goods/Services | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) | |
| | 0 | | |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 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) | |
| | 0 | | |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |

| | | |
|------------------------------|---|---|
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| | 0 | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) |
| | 0 | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | | |
| 5. Contractors Key Personnel | | (Credentials/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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0401

Meeting Date: 6/1/2022

Department

Library

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

Request approval to amend an existing contract - **Fulton County Library System**, RFP#11RFP78810K-JD, Technology and Design Services for the Library Capital Improvement Program (CIP), Phase II in the amount of \$165,400.00 with TLC Engineering for Architecture, Inc. (Jacksonville, FL), to provide engineering design and construction administration services for IT systems, telecommunication, audio-visual technology, building security and training services for Peachtree Library, MLK Jr. Library and East Point Library Expansion. Effective upon 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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background To amend existing contract to provide additional technology design and construction administration services for three (3) remaining Phase II Library CIP projects as well as to provide video teleconferencing and audio-visual solutions for the Auditorium at Central Library.

Scope of Work: The Fulton County Library System requests approval to amend the existing contract

to provide additional engineering design and construction administration services for Peachtree Library, MLK Jr. Library and East Point Library Expansion. Additionally, TLC will provide enhanced video teleconferencing and audio-visual recording, editing and streaming solutions for the Central Library Auditorium.

TLC Engineering for Architecture will provide technology consulting services for Peachtree Library, MLK Jr. Library and East Point Library Expansion at the same level as previous library renovations. Their Scope of Services will include the following:

Summary of Proposed Services:

1. Peachtree Library Technology Design Services:

- Engineering Design Services
- Coordination with Fulton County IT
- Technology Budget Management
- Construction Administration Services
- Procurement Services

Cost

\$66,700.00

2. MLK Jr. Library Technology Design Services:

- Engineering Design Services
- Coordination with Fulton County IT
- Technology Budget Management
- Construction Administration Services
- Procurement Services

Cost

\$66,700.00

3. East Point Library Expansion Technology Design Services:

- Engineering Design Services
- Coordination with Fulton County IT
- Technology Budget Management
- Construction Administration Services
- Procurement Services

Cost

\$20,800.00

4. Central Library Auditorium Technology Design Services:

- Enhanced Video Teleconferencing
- Audio-Visual Recording, editing and streaming
- Construction Administration Services
- Procurement Services

Cost

\$11,200.00

Total Cost

\$165,400.00

Community Impact: This request involves the renovation of libraries in communities throughout the County. The successful and timely renovation of each library will positively impact communities countywide.

Department Recommendation: The Fulton County Library System recommends approval.

TLC Engineering for Architecture, Inc. will work in collaboration with the DREAM's Bond Construction Management Team and the County's Library representatives.

Project Implications: The cost of the requested service will be funded using Library Bond funds; therefore, it will not impact the County or Library operations.

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

Department Issues/Concerns: If this amendment is not approved, The County does not have the capacity, or the expertise, to perform the additional technology design and construction administration services for three (3) remaining Phase II Library CIP projects as well to provide video teleconferencing and audio-visual solutions for the Auditorium at Central Library.

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|--------------------------|----------|---------|---------------------|
| Original Award Amount | 11-1028 | 12/7/11 | \$1,081,721.25 |
| Amendment No. 1 | 14-0457 | 6/18/14 | \$83,226.00 |
| Amendment No. 2 | 15-0385 | 5/6/15 | \$337,840.00 |
| Extension No.1 | 17-0040 | 1/4/17 | \$2,509,784.00 |
| Amendment No. 3 | | | \$165,400.00 |
| Total Revised Amount | | | \$4,117,971.25 |

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

Contract Value: \$165,400.00
Prime Vendor: TLC Engineering for Architecture, Inc.
Prime Status: Non-Minority
Location: Jacksonville, FL
County: Duval County
Prime Value: \$84,519.40 or 51.10%

Subcontractor: Chester Consulting Group, Inc.
Subcontractor Status: African American Male Business Enterprise-Non-Certified
Location: Ellenwood, GA
County: Clayton County
Contract Value: \$80,880.60 or 48.90%

Total Contract Value: \$165,400.00 or 100.00%

Total M/FBE Value: **\$80,880.60 or 48.90%**

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

Exhibit 1: Amendment No. 3 to Form of Contract

Exhibit 2: Contractor 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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,081,721.25

Previous Adjustments: \$2,930,850.00

This Request: \$165,400.00

TOTAL: \$4,177,971.25

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

573-650-6500-L037- Library Bond Capital Phase 2, Library, Peachtree Library- \$66,700.00

Funding Line 2:

573-650-6500-L038- Library Bond Capital Phase 2, Library, MLK Library- \$66,700.00

Funding Line 3:

573-650-6500-L039- Library Bond Capital Phase 2, Library, East Point Library- \$20,800.00

Funding Line 4:

573-650-6500-L011- Library Bond Capital Phase 2, Library, Central Library- \$11,200.00

| Key Contract Terms | |
|--------------------------------------|---------------------------------|
| Start Date: Upon BOC approval | End Date: 12/31/2022 |
| Cost Adjustment: | Renewal/Extension Terms: |

Overall Contractor Performance Rating: 3.80

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2017

Report Period End:
4/27/2022

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: **TLC Engineering for Architecture, Inc.**

Contract No. **11RFP78810K-JD, Technology and Design Services for the Library Capital Improvement Program, Phase II**

Address: **1650 Prudential Drive, Suite 200**
City, State **Jacksonville, FL 32207**

Telephone: **(904) 813-2305**

E-mail: taw.north@tlc-eng.com

Contact: **Taw North,**
Principal, Technology Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with TLC Engineering for Architecture ("TLC") or ("Contractor") to provide Technology Design Services and Construction Administration (CA) Services for the Atlanta-Fulton Library Capital Improvement Program, Phase I, dated 7th day of December 2011, on behalf of the Fulton County Library System; and

WHEREAS, the County wishes to amend the existing contract to provide additional technology design and construction administration services for three (3) remaining Phase II Library CIP projects as well to provide video teleconferencing and audio-visual solutions for the Auditorium at the Central Library; 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 **June 1, 2022, BOC Items #22- .**

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

This Amendment No. 3 to Form of Contract is effective as of the 1st day of June, 2022, between the County and TLC, who agree that all Services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To perform additional engineering design and construction administration services for IT systems, telecommunication, audio-visual technology, building security and training services for Peachtree

Library, MLK Jr. Library and East Point Library Expansion. Additionally, TLC will provide enhanced video teleconferencing and audio-visual recording, editing and streaming solutions for the Central Library Auditorium.

Summary of Proposed Services:

1. **Peachtree Library Technology Design Services:**

- Engineering Design Services
- Coordination with Fulton County IT
- Technology Budget Management
- Construction Administration Services
- Procurement Services

Cost **\$66,700.00**

2. **MLK Jr. Library Technology Design Services:**

- Engineering Design Services
- Coordination with Fulton County IT
- Technology Budget Management
- Construction Administration Services
- Procurement Services

Cost **\$66,700.00**

3. **East Point Library Expansion Technology Design Services:**

- Engineering Design Services
- Coordination with Fulton County IT
- Technology Budget Management
- Construction Administration Services
- Procurement Services

Cost **\$20,800.00**

4. **Central Library Auditorium Technology Design Services:**

- Enhanced Video Teleconferencing
- Audio-Visual Recording, editing and streaming
- Construction Administration Services
- Procurement Services

Cost **\$11,200.00**

Total Cost **\$165,400.00**

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$165,400.00** (One Hundred Sixty-Five Thousand Four Hundred Dollars and No Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 3 to Form of Contract shall not

become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph N. Davis, Director
Department of Real Estate and Ass
Management

CONSULTANT:

**TLC ENGINEERING FOR
ARCHITECTURE, INC.**

Taw North,
Principal, Technology Director

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL 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. Quality of Goods/Services | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) | |
| | 0 | | |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 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) | |
| | 0 | | |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |

| | | |
|------------------------------|---|---|
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| | 0 | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) |
| | 0 | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | | |
| 5. Contractors Key Personnel | | (Credentials/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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0402

Meeting Date: 6/1/2022

Department

Library

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

Request approval to extend an existing contract - Fulton County Library System, RFP #10RFP04122K-DJ, Program Management Services for the Fulton County Library System Capital Improvement Program (FCLS-CIP) in the amount of \$400,091.70 with CBRE Heery/Russell - a joint venture (Atlanta, GA), comprised of CBRE Heery, Inc. and H.J. Russell and Company, Inc. to provide continued Program Management Services for the remaining Phase II library projects for an additional six (6) month period in order to complete project construction and project adds for Phase II library project renovations. Effective dates: July 1, 2022 through December 31, 2022.

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)*

Arts and Libraries

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to extend existing contract for six (6) additional months period from July 1, 2022 through December 31, 2022, to complete the remaining Phase II library projects.

Scope of Work: The Fulton County Library System request approval to extend the existing current term for the awarded Program Management Team (PMT), CBRE Heery/Russell, a joint venture, and extend services related to providing Program Management of the Phase II library renovation projects, for a period of six (6) additional months period beginning July 1, 2022 through December 31, 2022.

Program Management Services begins during the initial planning phase of each project and continues through construction close-out and warranty periods for renovated facilities. As currently contracted, the PMT has oversight responsibilities for each renovated and/or new library project. They monitor, direct, check, review and comment on design and construction performed by others. In collaboration with the Owner's Representative Team, which will consist of staff from the Library, the Department of Real Estate and Asset Management (DREAM), Risk Management, Purchasing & Contract Compliance, Department of Information Technology (DoIT) and County Auditors, the PMT will maintain primary responsibility for coordination, cost estimating, planning management and implementation of controls to ensure projects remain on the approved critical path schedule and for the successful construction and delivery of each library project.

Under direction of County staff, the PMT will remain responsible for:

- a. Construction of Peachtree and MLK Libraries.
- b. Project scheduling
- c. Ongoing Master and Project Budget Management
- d. Preparation of criteria and development of Requests for Proposal for design/build teams, estimators and schedulers, as may be required.
- e. Management of new and/or renovation projects.
- f. Transitioning of projects to Fulton County for opening/re-opening and occupancy.
- g. Project Controls
- h. Project Close-Out
- i. Cost Estimating
- j. Record keeping

The PMT will not be eligible to compete for any design services on any of the library projects, nor be allowed to participate on any construction, construction management or design/build team under this Capital Improvement Program.

Extending the CBRE Heery/Russell contract is advantageous for Fulton County in a number of ways. It allows the County to:

1. Maintain program and project knowledge and experience gained by working with the Fulton Library System over the past 11 years.
2. Ensure project consistency in design, construction, and project additions and enhancements.
3. Maintain project momentum. No lost time with a new procurement and start-up.
4. Minimize the learning of procedures and management systems
5. Avoid duplication of services

Community Impact: This request involves the renovation of libraries in communities throughout the County. The successful and timely renovation of each library project will impact communities countywide.

Department Recommendation: The Fulton County Library System recommends approval.

The BOC approved to extend (No. 3) existing contract #10RFP04122K-DJ on December 15, 2021, as Item #21-1033 in the amount of \$344,722.60 to provide continued Program Management Services for Phase II library projects and renovation projects for six (6) additional months, effective dates: Effective dates: January 1, 2022 through June 30, 2022.

This request is to extend the existing contract (No.4) for an additional six (6) month period from July 1, 2022 through December 31, 2022 to allow the PMT to complete the remaining Phase II library projects and project adds for Phase II library projects in the amount of \$400,091.70.

Project Implications: The cost of the requested service will be funded using library bond funds.

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

Department Issues/Concerns: If this contract extension is not approved, there will be a delay in completing the remaining Phase II library projects and project adds for Phase II library projects.

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|--------------------------|----------|----------|---------------------|
| Original Award Amount | 10-0880 | 9/1/10 | \$3,334,928.00 |
| Amendment No. 1 | 12-1143 | 12/19/12 | \$328,760.00 |
| Amendment No. 2 | 13-0910 | 10/16/13 | \$729,582.50 |
| 1st Renewal | 13-0911 | 10/16/13 | \$551,278.68 |
| 2 nd Renewal | 14-0724 | 9/17/14 | \$1,198,609.00 |
| Extension No. 1 | 15-0973 | 11/4/15 | \$1,400,000.00 |
| Amendment No. 3 | 16-0995 | 11/2/16 | \$149,913.29 |
| Extension No. 2 | 16-0996 | 11/2/16 | \$636,545.20 |
| Amendment No. 4 | 20-0255 | 4/15/20 | \$1,934,509.04 |
| Amendment No. 5 | 21-0308 | 4/21/21 | \$492,246.81 |
| Extension No. 3 | 21-1033 | 12/15/21 | \$344,722.60 |
| Extension No. 4 | | | \$400,091.70 |
| Total Revised Amount | | | \$11,501,186.82 |

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

Contract Value: \$400,091.70

Prime Vendor: CBRE Heery/Russell (J/V)
Prime Status: CBRE Heery - Non-Minority &
H.J. Russell - Certified AABE
Location: Atlanta, GA

County: Fulton County
Prime Value: Russell \$205,287.05 or 51.31%
Heery \$194,804.65 or 48.69%

Total Contract Value: \$400,091.70 or 100.00%
Total M/FBE Value: \$205,287.05 or 51.31%

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

Exhibit 1: Extension No. 4 to Form of Contract

Exhibit 2: Contractor 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

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$3,334,928.00
Previous Adjustments: \$7,766,167.12
This Request: \$400,091.70
TOTAL: \$11,501,186.82

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:

573-650-6500-L011: Library Bond Capital Phase 2, Library, Central Library- \$335,201.49

Funding Line 2:

573-650-6500-L014: Library Bond Capital Phase 2, Library, Sandy Springs Library- \$25,742.77

Funding Line 3:

573-650-6500-L015: Library Bond Capital Phase 2, Library, Buckhead Library- \$39,147.44

Key Contract Terms**Start Date:** 7/1/2022**End Date:** 12/31/2022**Cost Adjustment:****Renewal/Extension Terms:**
Additional 6-months period**Overall Contractor Performance Rating:** 4.00**Would you select/recommend this vendor again?**

Yes

Report Period Start:
1/1/2022**Report Period End:**
5/2/2022

EXTENSION NO. 4 TO FORM OF CONTRACT

Contractor: **CBRE Heery/Russell, a Joint Venture**

Contract No. **10RFP04122K-DJ, Program Management Services for Fulton County Library System Capital Improvement Program, Phase II**

Address: **3550 Lenox Road, Suite 2300**
City, State **Atlanta, GA 30326**

Telephone: **(404) 946-2055**

E-mail: rob.chomiak@cbre.com

Contact: **Rob Chomiak**
Senior Managing Director

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with CBRE Heery/Russell, a Joint Venture to provide Program Management Services for Fulton County Library System Capital Improvement Program, dated September 1, 2010, on behalf of the Atlanta Fulton County Library; and

WHEREAS, the County wishes to extend the subject contract, with all terms and conditions unchanged, for an additional six (6) month period from July 1, 2022 through December 31, 2022, to continue to provide without disruption Program Management Services for the remaining Phase II library projects for Fulton County Library System; 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 **June 1, 2022, BOC Item #22-** .

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

This Extension No. 4 to Form of Contract is effective as of the 1st day of July, 2022, between the County and CBRE Heery/Russell- a Joint Venture, who agree that all Services specified will be performed by in accordance with this Extension No. 4 to Form of Contract and the Contract Documents for an additional six (6) months period, with the contract ending as of 31st day of December, 2022.

1. **COMPENSATION:** The services herein shall be performed by Contractor for a total amount not to exceed \$400,091.70 (Four Hundred Thousand Ninety-One

Dollars and Seventy Cents).

2. **LIABILITY OF COUNTY:** This Extension No. 4 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.
3. **EFFECT OF EXTENSION NO. 4 TO FORM OF CONTRACT:** Except as modified by this Extension No. 4 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:

CBRE HEERY/RUSSEL- A JOINT VENTURE

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Rob Chomiak, PE, CCM
Senior Managing Director

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: _____

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

Commission Expires: _____

(Affix Notary Seal)

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



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL 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. Quality of Goods/Services | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification) | |
| | 0 | | |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 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) | |
| | 0 | | |
| | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |

| | | |
|------------------------------|---|---|
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) |
| | 0 | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions) |
| | 0 | |
| | 1 | |
| | 2 | |
| | 3 | |
| | 4 | |
| | | |
| 5. Contractors Key Personnel | | (Credentials/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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0403

Meeting Date: 6/1/2022

Department

Senior Services

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

Request approval to increase spending authority - Department of Senior Services, #16RFP02082016A-CJC, Senior Transportation Services in the amount not to exceed \$65,000.00 with Transdev, Incorporated (Lombard, IL), to provide Senior Transportation Services for Fulton County Seniors aged 60 and above and participants attending the Fulton County Behavioral Health Training Centers. 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 for the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions for 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 Senior Services requests approval to increase the spending authority for the current contract with Transdev. The funding was awarded from the State of Georgia Department of Human Services to cover additional rides for the Sandy Springs Neighborhood Senior Center, 4 Adult Day Health (ADH) program sites, and three (3) Developmentally Disabled (DD) training centers. This

funding will also be used to support additional demand response trips for eligible Fulton County seniors aged 60 and above.

Scope of Work: Fulton County Senior Transportation Services is reserved for seniors, who are 60 years of age and over, ADH program participants who may be 55 years of age and older, and developmentally disabled riders who are 18 years of age and older. The following are the type of trips provided under this grant: Center Trips: trips include trips to/from senior centers, Adult Day Health program centers, and training centers for developmentally disabled (DD) clients of the Georgia DHS, the Sandy Springs Neighborhood Senior Center, 4 ADH program sites, and three (3) DD training centers. This funding will also be used to provide additional demand response trips for eligible Fulton County seniors aged 60 and above.

Community Impact: The additional funding will allow for more trips to be provided via these grant funds.

Department Recommendation: The Department of Senior Services recommends approval.

Project Implications: The funding is an amendment that will be used to provide support for rides for eligible Fulton County seniors, ADH program participants who may be 55 years of age and older, and developmentally disabled riders who are 18 years of age and older.

Community Issues/Concerns: This increase in funds will allow for more trips to be covered through this grant.

Department Issues/Concerns: Unless this amendment is approved, all available funding for transportation will not be used to provide additional support to eligible Fulton County Seniors.

Contract Modification

| Current Contract History | BOC Item | Date | Dollar Amount |
|--------------------------|----------|------------|-----------------|
| Original Award Amount | 16-0853 | 10/5/2016 | \$6,000,000.00 |
| 1st Renewal | 17-0808 | 10/24/2017 | \$6,000,000.00 |
| Amendment No. 1 | 18-0421 | 6/20/2018 | \$208,240.00 |
| 2 nd Renewal | 18-0810 | 11/7/2018 | \$5,900,000.00 |
| Amendment No. 2 | 19-0391 | 5/15/2019 | \$100,000.00 |
| 3 rd Renewal | 19-0773 | 10/2/2019 | \$5,900,000.00 |
| 4 th Renewal | 20-0964 | 12/16/2020 | \$4,800,000.00 |
| Extension #1 | 21-0775 | 10/6/2021 | \$1,264,222.35 |
| Extension #2 | 20-0196 | 3/16/2022 | \$1,350,000.00 |
| This Request | | | \$65,000.00 |
| Total Revised Amount | | | \$31,587,462.35 |

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

Contract Value: \$65,000.00

Prime Vendor: Trans Dev Services, Inc.

Prime Status: Non-Minority

Location: Lombardi, IL

County: DuPage County

Prime Value: \$65,000.00 or 100.00%

Total Contract Value: \$65,000.00 or 100.00%

Total M/FBE Value \$-0-

Exhibits Attached:

Exhibit 1: Contractor Performance Report

Exhibit 2: Amendment No.3 to Form of Agreement

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

Ladisa Onyiliogwu, Director, Department of Senior Services, 404-281-4042

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$6,000,000.00

Previous Adjustments: \$25,522,462.35

This Request: \$65,000.00

TOTAL: \$31,587,462.35

Grant Information Summary

Amount Requested: \$65,000.00

Match Required: \$0

Start Date: July 1, 2021

End Date: June 30, 2021

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding Line 1:

461-183-TR22-1160: Grants, Senior Services, Professional Service - \$65,000

| Key Contract Terms | |
|--|---------------------------------|
| Start Date: 7/1/2021 | End Date: 6/30/2022 |
| Cost Adjustment: \$65,000.00 | Renewal/Extension Terms: |

Overall Contractor Performance Rating:3.0**Would you select/recommend this vendor again?**

Yes

Report Period Start:
10/1/2021**Report Period End:**
12/31/2021

AMENDMENT NO. 3 TO FORM OF CONTRACT

Contractor: Transdev, Incorporated

Contract No. 16RFP02082016A-CJC

Address: 2251 Sylvan Road, Suite 125

City, State East Point, Georgia 30324

Telephone: 470-773-8101

E-mail: ayana.williams@transdev.com

Contact: Ayana Williams
General Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Transdev, Incorporated ("Contractor") to provide Senior Transportation Services, dated October 5, 2016, on behalf of the Department of Senior Services; and

WHEREAS, the County wishes to amend the subject contract to increase the spending authority for funding that was awarded from the State of Georgia Department of Human Services to cover additional rides for the Sandy Springs Neighborhood Senior Center, 4 Adult Day Health (ADH) program sites, and three (3) Developmentally Disabled (DD) training centers. This funding will also be used to support additional demand response trips for eligible Fulton County seniors aged 60 and above for additional services; and

WHEREAS, this contract was amended (Amendment No. 1) to implement Senior Transportation Services and approved by on June 20, 2018, BOC item 18-0421; and

WHEREAS, this contract was amended (Amendment No. 2) to implement Senior Transportation Services and approved by on May 15, 2019, BOC item 19-0391; and

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

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

This Amendment No. 3 to Form of Contract between Fulton County and Contractor, who agree that all services specified will be performed in accordance with this Amendment No. 3 to Form of Contract and the Contract Documents effective upon approval.

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 for a total amount not to exceed **\$65,000.00**
3. **LIABILITY OF COUNTY:** This Amendment No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF AMENDMENT NO. 3 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 3 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:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Ladisa Onyiliogwu
Department of Senior Services

CONSULTANT:

TRANSDEV, INCORPORATED

Laura Hendricks, President/CEO

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

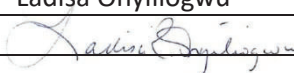
| | |
|--|--|
| ITEM#: _____ RCS: _____ RECESS MEETING | ITEM#: _____ RM: _____ REGULAR MEETING |
|--|--|



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

| | | | | | | | |
|-------------------------------|---|--|--|---|--|---------------------|--|
| Report Period Start | | Report Period End | | Contract Period Start | | Contract Period End | |
| 10/1/2021 | | 12/31/2021 | | 1/1/2021 | | 12/31/2021 | |
| Purchaser Order Number | | | | Purchase Order Date | | | |
| | | | | | | | |
| Department Senior Services | | | | | | | |
| Bid Number 16RFP02082016A-CJC | | | | Service Commodity Senior Transportation Services | | | |
| | | | | | | | |
| 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. Quality of Goods/Services | | | | (Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification | | | |
| | 0 | The contractor has provided reports on time and compliant with providing transportation services according to the service delivery model. The organization has qualified staff and adheres to the contract terms. | | | | | |
| | 1 | | | | | | |
| | 2 | | | | | | |
| x | 3 | | | | | | |
| | 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) | |
| | 0 | The contractor provides great responses to change orders or special request from the Department. Contractor is flexible and accommodates all requests without hesitation. The contractor has provided services compliant to the contract. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| 3. Business Relations | | (Responsiveness to Inquires – Prompt Problem Notifications) | |
| | 0 | The contractor responds to all inquiries and questions in a sufficient manner. The contractor is very prompt to answer calls, emails and any special requests. The contractor maintains daily communication with the Department. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| 4. Customer Satisfaction | | (Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – So Substitutions) | |
| | 0 | The contractor meets all quality expectations and stays within budget and provides proper invoicing as required. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| 5. Contractors Key Personnel | | (Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed) | |
| | 0 | The contractor employs staff and has management that has been providing this service for the past 4 years without issues. | |
| | 1 | | |
| | 2 | | |
| X | 3 | | |
| | 4 | | |
| Overall Performance Rating | | 3.0 | Date 1/31/2022 |
| Would you select/recommend this vendor again? | | yes | |
| Rating completed by: | | Andre M. Danzy | |
| Department Head Name: | | Ladiša Onyiliogwu | |
| Department Head Signature | |  | |



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0404

Meeting Date: 6/1/2022

Department

Public Works

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

The Departments of Public Works and Finance request approval to hold public hearings in anticipation of a future request for approval to authorize increases in water and sewer rates, fees and charges by five percent (5%) for the next three years effective January 1, 2023. The increases in rates are necessary to complete the projects included in the 2023-2026 Water and Wastewater Capital Improvements Program and South Fulton Wastewater Capacity Study.

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

In accordance with the State of Georgia statute (O.C.G.A. Section 36-81-5) and the County budget ordinance, it is required that a public hearing be conducted on the proposed budget at least one week prior to the meeting on final adoption of the budget, at which time any person wishing to speak on the budget may be heard.

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: On September 9, 2019, the BOC approved a three-year water and sewer rate increase of 5% per year, for the years of 2020, 2021, and 2022, to begin funding the 2020-2026 Capital Improvement Program (CIP) (BOC Agenda #19-0695). This increase was necessary to fund projects in the CIP, including

the debt service associated with the Big Creek Water Reclamation Facility expansion.

Other projects completed through the 2019 increase include the Big Creek-Cobb County Diversion project, repairs to the Camp Creek clarifiers, the replacement of the Camp Creek Ultra-Violet Disinfection system, and the design and pending construction of the Atlanta-Newnan Road lift station and force main.

On February 17, 2021, the BOC received the South Fulton Wastewater Capacity Study (BOC Agenda #21-0143). The study focused on the anticipated growth of the South Fulton County area and the improvements necessary to serve this growth. The recommended improvements included increased capacities of existing sanitary sewer lift stations and conveyance sewer mains as well as new lift stations and associated force mains. Some key improvements include the moderation and capacity increases at the Camp Creek and Ono Road lift stations and new lift stations to serve the new developments in the Campbellton area and along South Fulton Parkway. The Study also recommended that the Camp Creek facility be expanded to 40 MGD from its current 24 MGD capacity around 2030, depending on actual growth patterns.

Based on the recent financial analysis of the water and sewer fund, Fulton County must provide additional funding for the identified capital improvements. The Departments of Public Works and Finance request approval to hold public hearings in anticipation of a resolution to authorize changes to the water and sewer rates, fees and charges proposed to go into effect on January 1, 2023, pending future Board of Commissioners review and approval. Any changes in water and sewer rates, fees and charges will be set in order to complete the projects identified in the current CIP and South Fulton Wastewater Capacity Study. Public Works anticipates holding two public hearings, one for North Fulton Customers and one for South Fulton customers, in July 2022. After these public hearings, Public Works and Finance will present our final recommendations to the BOC at their August 3, 2022 meeting.

Community Impact: The public hearings would be held in order to receive input regarding our proposed changes to the current water and sewer rate structure.

Department Recommendation: The Department of Public Works recommends approval of the request to hold the public hearings.

Project Implications: Without the public hearings, the County will not be able to adjust the water and sewer rates. Without an increase in rates, the projects identified in the CIP and South Fulton Wastewater Capacity Study will be delayed.

Community Issues/Concerns: No issues or concerns have been raised by constituents or the community concerning this agenda item. Public Works will be receiving and responding to all issues and concerns that are raised during the public hearings.

Department Issues/Concerns: The Departments of Public Works and Finance do not see any issues with holding these public hearings.

Fulton County Water/Wastewater 2022 Rate Study Review

Fulton County Department of Public Works





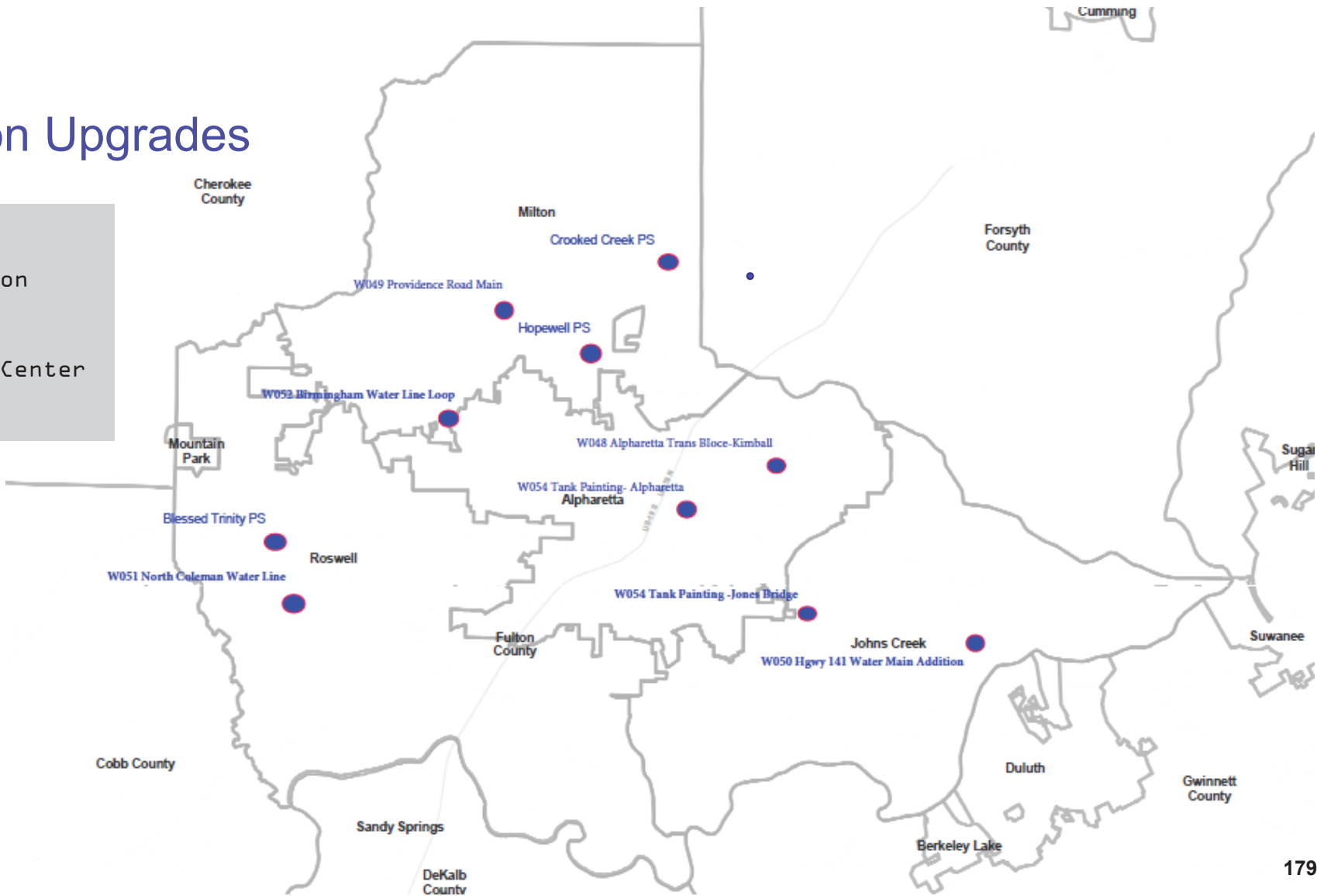
Executive Summary

- South Fulton Capacity Study projections are proving accurate
 - Demand for projects and system expansions are needed
- Continued revenue/expenses imbalance will create a decrease in capital balance and unsustainable
- In order to prevent a depletion of funds and maintain a steady balance to allow Fulton County to continue providing its services as well as fund the projects raised in the capacity studies, a rate increase of **5%** is proposed for the next 3 years





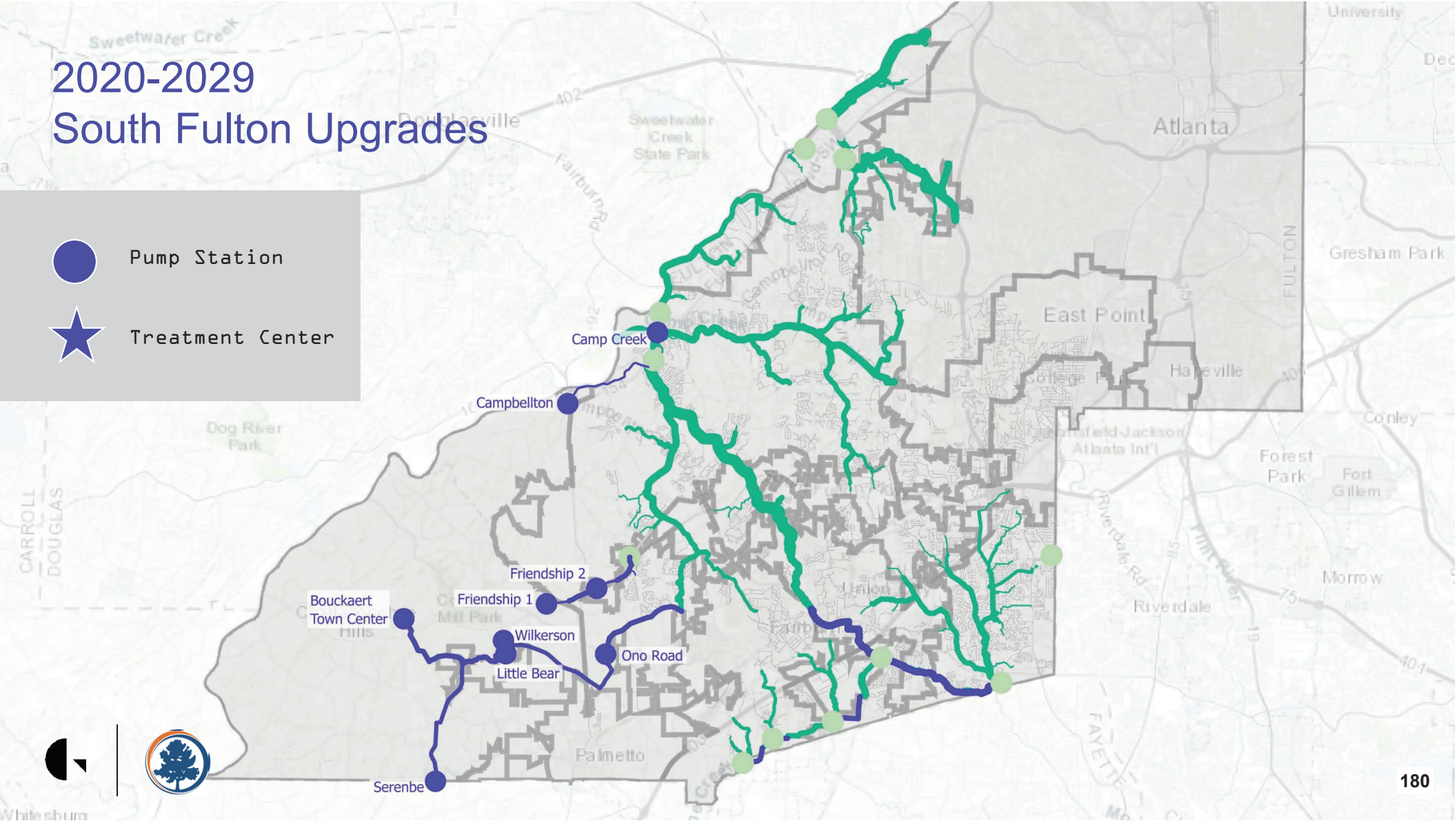
2020-2029 North Fulton Upgrades

-  Pump Station
-  Treatment Center



2020-2029 South Fulton Upgrades

-  Pump Station
-  Treatment Center



CIP Projects

Total CIP:



- Includes Water and Wastewater Systems projects, as well as Standby projects
- Includes projects in both North and South Fulton



Existing Rate Structure

- Existing rate structure was approved 12/04/2019
(Agenda Item 19-09-07)
- Current 5% rate increase ends on December 31, 2022

| | 2019 | 2020 | 2021 | 2022 |
|--|--|---------|---------|---------|
| <u>Direct Customers</u> | | | | |
| Water | | | | |
| Service Charge (\$/Bill) | \$ 7.99 | \$ 8.39 | \$ 8.81 | \$ 9.25 |
| Volume Charge (\$/1000 Gal) | See Below for Water Conservation Rates | | | |
| Domestic Meter Water Conservation Rates | | | | |
| Tier 1 - Up to 130% of base | \$ 3.36 | \$ 3.53 | \$ 3.71 | \$ 3.90 |
| Tier 2 - 131% - 200% of base | \$ 4.20 | \$ 4.41 | \$ 4.63 | \$ 4.86 |
| Tier 3 - Over 200% of base | \$ 6.73 | \$ 7.07 | \$ 7.42 | \$ 7.79 |
| Irrigation Meter Water Conservation Rates | | | | |
| Volume Charge (\$/1000 Gal) | \$ 6.73 | \$ 7.07 | \$ 7.42 | \$ 7.79 |
| Wastewater | | | | |
| Service Charge (\$/Bill) | \$ 7.99 | \$ 8.39 | \$ 8.81 | \$ 9.25 |
| Volume Charge (\$/1000 Gal) | \$ 6.38 | \$ 6.70 | \$ 7.04 | \$ 7.39 |



Total Revenues and Expenses (without any additional rate increases)

2023

- Revenues: \$200.6 M
- Expenses: \$223.3 M
 - Debt Service: \$38.5 M

2024

- Revenues: \$202.9 M
- Expenses: \$221.9 M
 - Debt Service: \$42.3 M

2025

- Revenues: \$205.1 M
- Expenses: \$219.1 M
 - Debt Service: \$38.9 M

For Camp Creek WRF Expansion, expenses will begin in 2026, so it will be accounted for in the next rate study review.



Previous & Proposed Rate Increases

- This Study evaluated water/wastewater rates through 2030
- Horizon focus is for rate increases through 2025
- Rate increases for 2026-2030 should be revisited in 2025, with onset of Camp Creek WRF Expansion



| Year | Proposed Rate Increase |
|------|------------------------|
| 2017 | 5% |
| 2018 | 5% |
| 2019 | 5% |
| 2020 | 5% |
| 2021 | 5% |
| 2022 | 5% |
| 2023 | 5% |
| 2024 | 5% |
| 2025 | 5% |

Impact of % Increase on Ending Capital Balance

- Without a rate increase after 2022:
 - Net Revenue is negative
 - Capital balance depletes
- Rate increase of a minimum of 3% allows the County to maintain a steady balance maintaining O&M services and the routine CIP



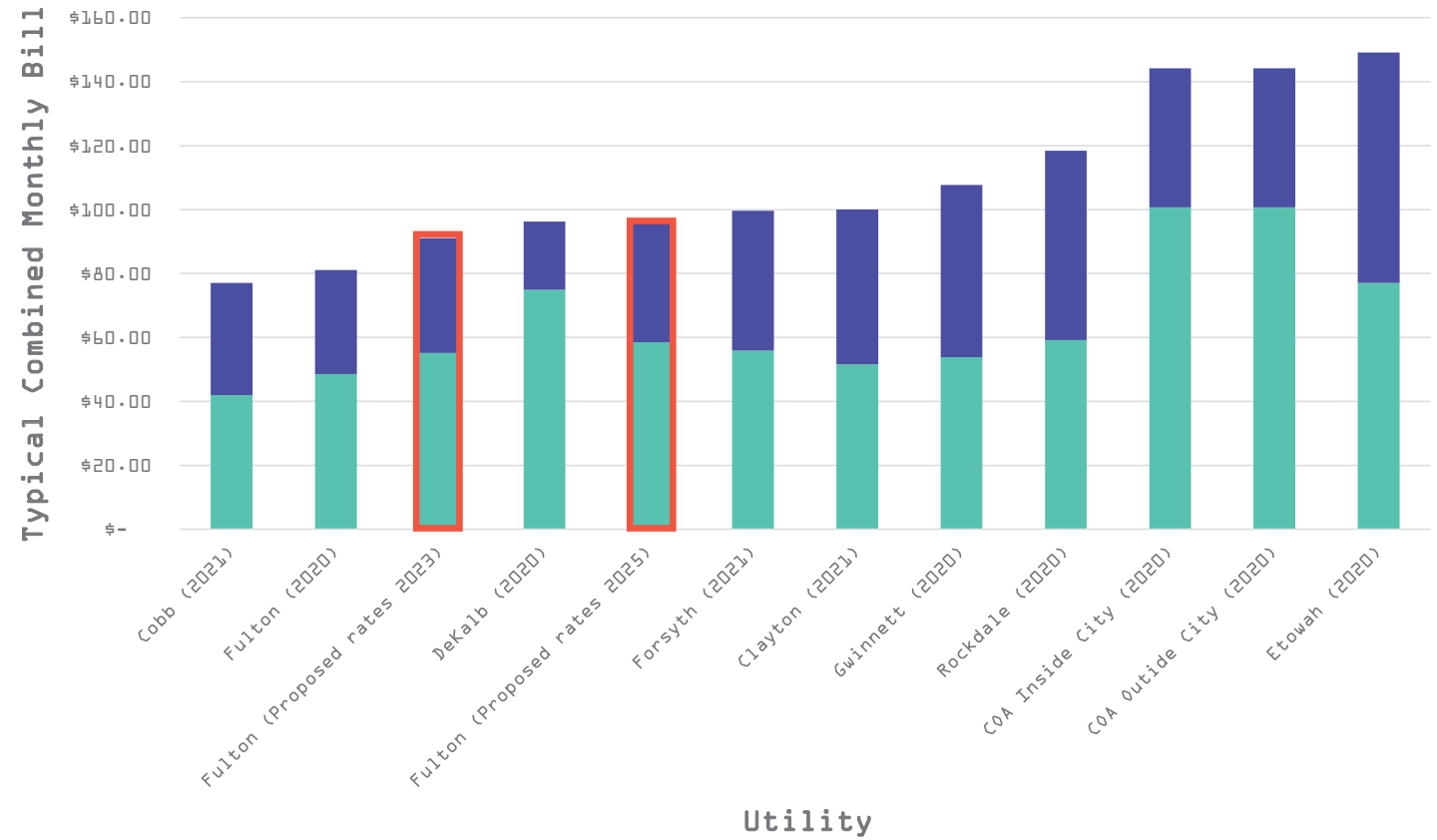
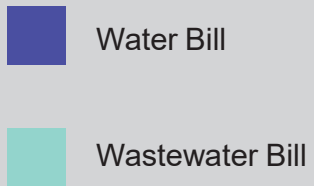
| Year | Net Revenue (with no rate increase), \$ | Ending Capital Balance (with no rate increase), \$ | Net Revenue (with 3% rate increase), \$ | Ending Capital Balance (with 3% rate increase), \$ | Net Revenue (with 5% rate increase), \$ | Ending Capital Balance (with 5% rate increase), \$ |
|-------------|--|---|--|---|--|---|
| 2020 | -69.4 M | 103.3 M | -69.4 M | 103.3 M | -69.4 M | 103.3 M |
| 2021 | -46.3 M | 57.0 M | -46.3 M | 57.0 M | -46.3 M | 57.0 M |
| 2022 | -23.5 M | 33.5 M | -23.5 M | 33.5 M | -23.5 M | 33.5 M |
| 2023 | -22.7 M | 10.8 M | -15.1 M | 22.5 M | -9.8 M | 30.5 M |
| 2024 | -19.0 M | -8.3 M | -6.3 M | 16.2 M | 2.6 M | 33.1 M |
| 2025 | -14.0 M | -22.3 M | 4.1 M | 20.3 M | 17.0 M | 50.1 M |

Existing and Proposed Rates

| Line No. | Historical | | | Projected | | |
|---------------------------------------|--------------------------------|---------|---------|-----------|---------|----------|
| | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
| Unit Billing Rates 5% Increase | | | | | | |
| <u>Water</u> | | | | | | |
| 1 | Direct Customer Service Charge | \$ 8.39 | \$ 8.81 | \$ 9.25 | \$ 9.71 | \$ 10.20 |
| 2 | Volume Charge - Tier 1 | \$ 3.53 | \$ 3.71 | \$ 3.90 | \$ 4.10 | \$ 4.30 |
| 3 | Volume Charge - Tier 2 | \$ 4.41 | \$ 4.63 | \$ 4.86 | \$ 5.10 | \$ 5.36 |
| 4 | Volume Charge - Tier 3 | \$ 7.07 | \$ 7.42 | \$ 7.79 | \$ 8.18 | \$ 8.59 |
| 5 | Billing basis/Tier Factor | \$ 4.03 | \$ 4.23 | \$ 4.44 | \$ 4.66 | \$ 4.89 |
| <u>Wastewater</u> | | | | | | |
| 6 | Direct Customer Service Charge | \$ 8.39 | \$ 8.81 | \$ 9.25 | \$ 9.71 | \$ 10.20 |
| 7 | Volume Charge | \$ 6.70 | \$ 7.04 | \$ 7.39 | \$ 7.76 | \$ 8.14 |



Average Bill Competitive Assessment



Next Steps

- 1** Last of the Previously Approved 5% Rate Increase – *January 1, 2022*
- 2** Request Approval to Conduct Public Meetings on New Proposed Rate Increase – *June 1, 2022 Regularly Scheduled BOC Meeting*
- 3** Update Mayors on Proposed Rate Increase – *June 3, 2022*
- 4** Conduct Public Meetings – *June and July 2022*
- 5** Present Final Rate Recommendation – *August 3, 2022 Regularly Scheduled BOC Meeting*
- 6** Implement New Rate Increase – *January 1, 2023*
- 7** Revisit Rate Analysis to Include Camp Creek WRF Expansion – *Spring 2025*



Questions?



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0405

Meeting Date: 6/1/2022

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

Request approval of an Ordinance to amend Chapter 38 (Human Relations), Article II (Discrimination in Places of Public Accommodation), Sections 38-32(b) and 38-33 (a) of the Fulton County Code of Ordinances to adopt a policy against discrimination on the bases of sexual orientation, gender identity, and gender expression; and for other purposes. **(Morris)**

1 AN ORDINANCE TO AMEND CHAPTER 38 (HUMAN RELATIONS), ARTICLE II
2 (DISCRIMINATION IN PLACES OF PUBLIC ACCOMMODATION), SECTIONS 38-
3 32(B) AND 38-33(A) OF THE FULTON COUNTY CODE OF ORDINANCES TO
4 ADOPT A POLICY AGAINST DISCRIMINATION ON THE BASES OF SEXUAL
5 ORIENTATION, GENDER IDENTITY, AND GENDER EXPRESSION; AND FOR
6 OTHER PURPOSES.

7
8 **WHEREAS**, the Fulton County Board of Commissioners ("Board") is dedicated to
9 a policy of non-discrimination within Fulton County and is committed to creating an
10 environment that fosters and enhances diversity in public accommodations; and

11 **WHEREAS**, Fulton County desires to safeguard the rights and opportunities of all
12 persons to be free from discrimination in public accommodations; and

13 **WHEREAS**, on July 27, 1988, the Board enacted Chapter 38, Article II, Sections
14 38-32 and 38-33, which prohibit discrimination in places of public accommodation based
15 on sex, race, color, religion, creed or national origin of such person; and

16 **WHEREAS**, the Board finds that it is in the best interest of the County and its
17 residents to amend its non-discrimination policy in Fulton County Code of Ordinances
18 Section 38-31 et seq. to encompass additional protected classes including sexual
19 orientation, gender identity, and gender expression; and

20 **WHEREAS**, the Board has authority pursuant to the Constitution of the State of
21 Georgia, Article 9, Sec. 2 § 1(a), to adopt reasonable ordinances, resolutions, or
22 regulations relating to its affairs for which no provision has been made by general law
23 and which is not inconsistent with the Constitution or any local law applicable thereto.

24
25 **NOW, THEREFORE, BE IT ORDAINED**, that the Board hereby amends Section
26 38-32(b) of the Fulton County Code of Laws as follows:

27
28 (b) It is hereby declared to be the policy of unincorporated Fulton County,
29 Georgia, in the exercise of its police power for the public safety, public
30 health, and general welfare to provide within constitutional limitations,
31 that the accommodations, advantages, facilities, and privileges in any
32 place of public accommodation, resort, or amusement shall not be
33 denied to any person because of the sex, race, color, religion, creed, or
34 national origin, sexual orientation, gender identity, or gender
35 expression of such person.

1 **BE IT FURTHER ORDAINED**, that the Board hereby amends Section 38-33(a) of
2 the Fulton County Code of Laws as follows:

3
4 (a) Except as exempted by subsections (b), (c) and (d) of this section, it
5 shall be unlawful for any person being the owner, lessee, proprietor,
6 manager, superintendent, agent, or employee of any place of public
7 accommodation, resort, or amusement:

8 (1) Directly or indirectly, to refuse, withhold from or deny to any person
9 of the accommodations, advantages, facilities or privileges thereof
10 because of the sex, race, color, religion, creed, ~~or~~ national origin,
11 sexual orientation, gender identity, or gender expression of the
12 person.

13 (2) Directly or indirectly, to publish, circulate, issue, display, post, or
14 mail any written or printed communication, notice, or advertisement,
15 to the effect that any of the accommodations, advantages, facilities,
16 and privileges of any such place shall be refused, withheld from or
17 denied to any person on account of sex, race, color, religion, creed,
18 ~~or~~ national origin, sexual orientation, gender identity, or gender
19 expression, or that the patronage or custom of any person
20 belonging to or purporting to be of any particular sex, race, color,
21 religion, creed, ~~or~~ national origin, sexual orientation, gender identity,
22 or gender expression is unwelcome, objectionable, or not
23 acceptable, desired, or solicited.

24
25 **BE IT FINALLY ORDAINED**, that this Ordinance shall take effect upon its
26 adoption, and all ordinances and parts of ordinances in conflict with this Ordinance are
27 hereby repealed to the extent of such conflict.

1 **SO PASSED AND ADOPTED**, this ____ day of _____, 2022.

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4 **FULTON COUNTY BOARD OF COMMISSIONERS**

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6 **SPONSORED BY:**

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8 _____
9 Lee Morris, Commissioner
10 District 3
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15 **ATTEST:**

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18 Tonya R. Grier, Clerk to the Commission
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22 **APPROVED AS TO FORM:**

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27 Y. Soo Jo, County Attorney
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31 P:\CAProjects\BOC\Commissioner Morris\Anti-discrimination update to ordinances\06.01.22 Ordinance to Amend Section 38-32
32 Nondiscrimination Policy in Public Accommodations.FINAL.doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0406

Meeting Date: 6/1/2022

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

Request approval to amend Chapter 38 (Human Relations), Article I (In General), Section 38-1 and Chapter 154 (Personnel), Article I (In General), Section 14-3 (a) of the Fulton County Code of Ordinances to adopt a policy against discrimination on the bases of gender identity and gender expression; and for other purposes. **(Morris)**

1 **A RESOLUTION TO AMEND CHAPTER 38 (HUMAN RELATIONS), ARTICLE I (IN**
2 **GENERAL), SECTION 38-1 AND CHAPTER 154 (PERSONNEL), ARTICLE I (IN**
3 **GENERAL), SECTION 154-3(A) OF THE FULTON COUNTY CODE OF ORDINANCES**
4 **TO ADOPT A POLICY AGAINST DISCRIMINATION ON THE BASES OF GENDER**
5 **IDENTITY AND GENDER EXPRESSION; AND FOR OTHER PURPOSES.**

6
7 **WHEREAS**, the Fulton County Board of Commissioners ("Board") is dedicated to
8 a policy of non-discrimination within Fulton County and is committed to creating an
9 environment that fosters and enhances diversity in the work place; and

10 **WHEREAS**, Fulton County desires to safeguard the rights and opportunities of all
11 persons to be free from discrimination in employment; and

12 **WHEREAS**, on August 19, 1992, the Board enacted Chapter 38, Article I, Section
13 38-1 and Chapter 154, Article I, Section 154-3, which prohibit discrimination generally
14 and in employment based on race, color, religion, national origin, gender, age, disability
15 or sexual orientation; and

16 **WHEREAS**, the Board finds that it is in the best interest of the County, its
17 residents and its employees to amend its non-discrimination policies in Fulton County
18 Code of Laws Section 38-1 and Section 154-3 to encompass additional protected
19 classes including gender identity and gender expression; and

20 **WHEREAS**, the Board has authority pursuant to the Constitution of the State of
21 Georgia, Article 9, Sec. 2 § 1(a), to adopt reasonable ordinances, resolutions, or
22 regulations relating to its affairs for which no provision has been made by general law
23 and which is not inconsistent with the Constitution or any local law applicable thereto.

24
25 **NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby amends Section
26 38-1 of the Fulton County Code of Laws as follows:

27
28 Sec. 38-1. Nondiscrimination Policy.

29 It is the policy of the Fulton County that there will be equal opportunity for
30 every citizen without regard to race, color, religion, national origin, gender,
31 age, disability, or sexual orientation, gender identity or gender expression.

32
33 **BE IT FURTHER RESOLVED**, that the Board hereby amends Section 154-3(a)
34 of the Fulton County Code of Laws as follows:

1 Sec. 154-3. – Policy of equal opportunity.

2 (a) It is the policy of Fulton County that there will be equal opportunity for
3 every citizen and employee based upon merit without regard to race,
4 color, religion, national origin, gender, age, disability, or sexual
5 orientation, gender identity or gender expression.

6
7 **BE IT FINALLY RESOLVED**, that this Resolution shall take effect upon its
8 adoption, and all resolutions and parts of resolutions in conflict with this Resolution are
9 hereby repealed to the extent of such conflict.

10
11 **SO PASSED AND ADOPTED**, this ____ day of _____, 2022.

12
13 **FULTON COUNTY BOARD OF COMMISSIONERS**

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15 **SPONSORED BY:**

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17 _____
18 Lee Morris, Commissioner
19 District 3
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24 **ATTEST:**

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27 Tonya R. Grier, Clerk to the Commission
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31 **APPROVED AS TO FORM:**

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36 Y. Soo Jo, County Attorney
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39 P:\CAPProjects\BOC\Commissioner Morris\Anti-discrimination update to ordinances\06.01.22 Resolution to Amend Section 38-1
40 General Nondiscrimination Policy and 154-3 Nondiscrimination in Employment.FINAL.doc



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0407

Meeting Date: 6/1/2022

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

Request approval of an Ordinance to amend Chapter 38 (Human Relations) of the Fulton County Code of Ordinances by adopting a new Article III (Discrimination in Housing) to prohibit discrimination in Housing based on a person's sex, race, color, religion, disability, familial status, national origin, sexual orientation, gender identity or gender expression; and for other purposes. **(Morris)**

1 **AN ORDINANCE TO AMEND CHAPTER 38 (HUMAN RELATIONS) OF THE FULTON**
2 **COUNTY CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE III**
3 **(DISCRIMINATION IN HOUSING) TO PROHIBIT DISCRIMINATION IN HOUSING**
4 **BASED ON A PERSON’S SEX, RACE, COLOR, RELIGION, DISABILITY, FAMILIAL**
5 **STATUS, NATIONAL ORIGIN, SEXUAL ORIENTATION, GENDER IDENTITY OR**
6 **GENDER EXPRESSION; AND FOR OTHER PURPOSES.**

7
8 **WHEREAS**, Fulton County has a richly diverse population consisting of people of
9 every race, color, creed, religion, national origin, sex, sexual orientation, gender identity
10 and gender expression; and

11 **WHEREAS**, Fulton County has an interest in ensuring that its inhabitants may be
12 free from prejudice based upon their race, color, religion, disability, familial status,
13 national origin, sex, sexual orientation, gender identity, and gender expression; and

14 **WHEREAS**, the Fulton County Board of Commissioners (“Board”) is dedicated to
15 a policy of non-discrimination within Fulton County and is committed to creating an
16 environment that fosters and enhances diversity and equal opportunity in housing; and

17 **WHEREAS**, the Board recognizes that animosity toward individuals based on race,
18 color, religion, disability, familial status, national origin, sex, sexual orientation, gender
19 identity, and gender expression is contrary to the Board’s policy of inclusivity; and

20 **WHEREAS**, Fulton County welcomes residents without regard to race, color,
21 religion, disability, familial status, national origin, sex, sexual orientation, gender identity,
22 and gender expression; and

23 **WHEREAS**, Fulton County desires to safeguard the rights and opportunities of all
24 persons to be free from discrimination in housing; and

25 **WHEREAS**, the Board finds that it is in the best interest of Fulton County and its
26 residents to adopt a non-discrimination policy in Chapter 38 of the Fulton County Code of
27 Ordinances to prohibit discrimination in housing based on race, color, religion, disability,
28 familial status, national origin, sex, sexual orientation, gender identity, or gender
29 expression; and

30 **WHEREAS**, the Board has authority pursuant to the Constitution of the State of
31 Georgia, Article 9, Sec. 2 § 1(a), to adopt reasonable ordinances, resolutions, or
32 regulations relating to its affairs for which no provision has been made by general law and
33 which is not inconsistent with the Constitution or any local law applicable thereto; and

WHEREAS, this Ordinance is in the best interests of the health, safety and general welfare of the County, its residents and general public.

NOW, THEREFORE, BE IT ORDAINED that the Board of Commissioners of Fulton County hereby amends Chapter 38 of the Fulton County Code of Ordinances to create a new Article III (Discrimination in Housing) to address this important public interest.

BE IT FURTHER ORDAINED that the provisions of this ordinance shall become and be made part of the Code of Fulton County, Georgia, and that the sections of this ordinance shall read as follows:

Sec. 38-40. Declaration of policy.

It is hereby declared to be the policy of unincorporated Fulton County, Georgia, in the exercise of its police power for the public safety, public health, and general welfare to provide within constitutional limitations, that discrimination in any aspect relating to the sale, rental, or financing of dwellings or in the provision of brokerage services or facilities in connection with the sale or rental of a dwelling because of a person's race, color, religion, disability, familial status, national origin, sex, sexual orientation, gender identity, or gender expression shall be prohibited.

BE IT FURTHER ORDAINED, that this Ordinance shall be effective immediately upon the date of its adoption by the Board of Commissioners.

BE IT FINALLY ORDAINED, that all ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this _____ day of _____, 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

Lee Morris, Commissioner
District 3

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ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0408

Meeting Date: 6/1/2022

Department

Strategy and Performance Management

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

Presentation: Infrastructure and Economic Development Area Report for FY2022.

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

No Action Needed

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?

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: This item will be a presentation of the Infrastructure and Economic Development Priority Area Report.

Community Impact: The Performance Report looks at highlights and measure from a Countywide perspective and at a departmental level for this priority area.

Department Recommendation: Receive the report for this priority area.

Project Implications: This agenda item is for information purposes only.

Community Issues/Concerns: The Strategy and Performance Management Office is not aware of any issues or concerns with the report.

Department Issues/Concerns: The Strategy and Performance Management Office is not aware of any issues or concerns with the report.

GREAT PLACE GREAT PEOPLE GREAT WORK

2022

Infrastructure & Economic Development

PRIORITY AREA REPORT

Fulton County plays an important role in creating the right environment to stimulate economic growth and develop a prepared workforce. The County serves as a key connector between the business communities, education providers, job seekers, and the municipal governments that serve them. It is the County's commitment to ensure that public resources are aligned to support business growth and develop a skilled workforce. Fulton County will also be a government leader in investing in facilities and technology infrastructure that impacts the citizen experience every day.



ON THE HORIZON FOR INFRASTRUCTURE & ECONOMIC DEVELOPMENT

- Continue execution of Renew the District with an investment of over \$150M+ in order to accelerate re-development and increase economic opportunities on the FIB corridor
- Continue \$100M+ expansion of Fulton County Airport to stimulate economic development
- Modernize IT infrastructure with \$18M in capital investment to provide virtual services and promote remote working to improve customer experience
- Executing water infrastructure improvements of \$1B on Big Creek, Little River, Camp Creek, and collection distribution systems to promote economic growth opportunities
- Deliver a \$38M world-class animal shelter to protect animals and residents in our community
- Complete TSPLOST II and continue coordination and administration of \$500M in transportation investments
- Working on closing the digital divide through increased broadband access under the Affordable Connectivity Program (ACP) in cooperation with private partners



PRIORITY AREA LIAISON MESSAGES



"Economic development is vital in Fulton County to keep our region competitive by creating new jobs, attracting new businesses, and retaining existing businesses to sustain our tax base that provides well-funded essential services for our citizens."

– COMMISSIONER LIZ HAUSMANN, DISTRICT 1

"All roads that lead to economically-vibrant communities must have strong infrastructure. Economically-vibrant communities must also have paths that lead to opportunities for all people. I envision Fulton County as a place where vast economic opportunities and enhanced quality of living coexist for all residents."

– COMMISSIONER MARVIN S. ARRINGTON JR., DISTRICT 5



2021-2025 STRATEGIC OBJECTIVES

- Support business in Fulton County by improving the workforce skills of the residents within the County
- Improve the ease of doing business within Fulton County
- Build a Customer Centric Infrastructure
- Be the government leader in sustainable and resilient operations

RENEW THE DISTRICT

Planned for \$150M+ public/private investment around Fulton Industrial Boulevard to include the airport, animal shelter and public safety training center. 160+ acres of new development at key gateway locations on FIB at Interstate 20 and at the Fulton County Executive Airport, which is the largest and most important industrial corridor in Metro Atlanta. Fulton County will be developing a statement of qualifications for developers or development teams interested in developing one or several of the parcels owned by the County in order to establish a cohesive master plan.



Vision

- First class commercial development
- Services based on local demand
- Stimulates future development on FIB
- Enhance the aesthetics of FIB
- Increase the value of the land
- New investments and employment

Desired Uses

- Retail, quick service and family restaurants
- Established/premier based hotel
- Educational, training or Incubator facility
- Professional office space
- Light industrial (zoning appropriate)
- Research and development

HIGHLIGHTED TOPICS

FULTON COUNTY AIRPORT MASTER PLAN

- Fulton County Executive Airport modernization to include updated airport master plan, state of the art LED runway and landing lights, runway extension and taxiway improvements, new north terminal area for business aircraft hangar facilities, and a non-aeronautical business park
- Complete the construction of Phase II of the combined ARFF and Airport Administration Building
- Complete the Airport Master Plan and submit the document to FAA for their review and approval
- Solicit proposals for the construction of additional hangars in the North Terminal Area



IT INFRASTRUCTURE

- FCIT will enhance citizen engagement by allowing the public to access services anywhere, anytime
- Current applications are being updated to gain access to the latest features and functionality
- Video surveillance will be expanded to strengthen security for the citizens
- Infrastructure will be upgraded to replace previous structure
- Fulton County Judicial System will be upgraded to improve service delivery for justice partners



WATER INFRASTRUCTURE

- Big Creek and Little Creek water facility was renovated and expanded to increase capacity for communities' needs
- eliminate odor through activated carbon scrubbing
- restore reliability and safety by upgrading building structures
- provide state-of-the-art treatment through advanced water treatment technology



ANIMAL SHELTER

- Contractor mobilizing on-site May 9
- Land Development Permit (LDP) expected to be issued the week of May 9th
- County Construction Project Signage under development for installation by May 28th
- Site work scheduled to begin the week of June 2nd
- Project continues to be impacted by inflationary construction costs increases, labor shortages, manufacturing delays, and supply chain issues
- Vertical Construction of Building Shell scheduled to begin in 3Q22
- Substantial Completion projected in 2Q23



TRANSPORTATION/TRANSIT

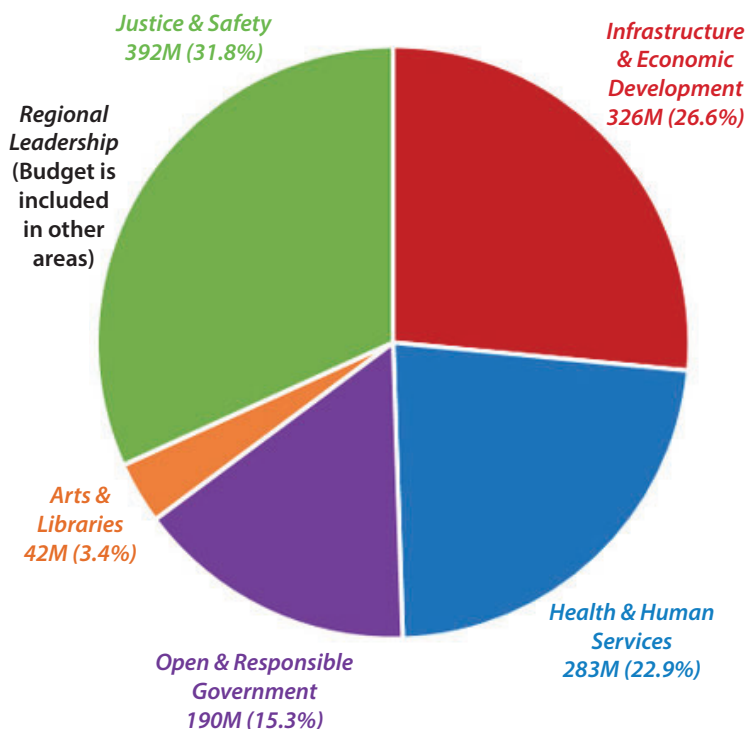
- Local match for transit (bus rapid transit/rail expansion)
- Future discussions around transit expansion and possible investment strategies
- Implementation of TSPLOST II projects and updates from our municipalities
- Continue discussion and coordination efforts with state MARTA and local municipalities on these efforts



2021 ACHIEVEMENTS

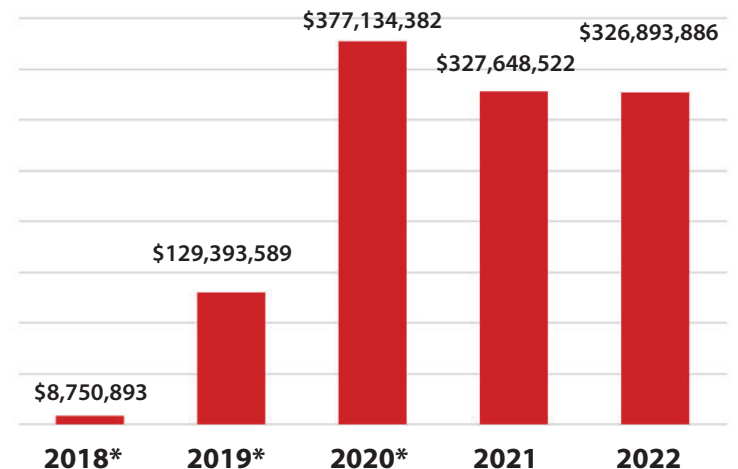
- Finished the acquisition of properties on Fulton Industrial Boulevard in order to select a developer for the re-development of these properties
- Expended all workforce grant dollars in FY21 to fulfill 700 residents
- Broke ground and started construction efforts on a world-class animal shelter
- Awarded the construction of Phase II of the combined ARFF and Airport Administration Building as part of the master plan
- Landscape improvements along all roadways leading into the Airport including, Aviation Circle and Dr. Martin Luther King Drive
- Utility (power, gas, telecommunication, and sanitary sewer) installation within Sandy Creek Drive to serve the North Terminal Area
- Completion of Big Creek and Little River water facility projects to handle water capacity of 2.6 million gallons per day
- Completed construction of the Central Library to modernize and improve service delivery to residents as our largest library bond project
- Facilitated IT improvements which included network refresh, virtual courts, storage upgrades, and systems to support a remote workforce
- Passage of TSPLOST II referendum which allows for continuation of \$500M in investments throughout the county

2022 BUDGETS FOR PRIORITY AREA AND DEPARTMENT



| DEPARTMENT | AMOUNT |
|--------------------------------|--------------|
| Information Technology | \$31,795,902 |
| Real Estate & Asset Management | \$34,644,743 |
| Economic Development | \$655,653 |
| Public Works | \$10,243,095 |
| Non Agency | \$42,967,228 |

AREA INVESTMENT TREND (\$)



*Please note that 2018-2020 figures represent the investments based on the former priority area "All People have Economic Opportunities"

For more information on the departments/programs, go to

<https://performance.fultoncountyga.gov>

click "Infrastructure and Economic Development" then click "Strategic Performance Dashboard"



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0379

Meeting Date: 6/1/2022

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

Discussion: Status update on execution and implementation of Board Resolution to combat voter suppression in Fulton County **(Abdur-Rahman) (HELD ON 5/18/22)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0409

Meeting Date: 6/1/2022

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

Discussion: Elections Update **(Hausmann)**