



City of Fairburn City Council

Agenda

September 9, 2024

7:00 PM

The Honorable Mayor Mario Avery

The Honorable Mayor Pro-Tem James Whitmore

The Honorable Alex Heath

The Honorable Hattie Portis-Jones

Mr. Tony Phillips

Mr. Rory Starkey

Ms. Brenda B. James

The Honorable Linda J. Davis

The Honorable Samantha Hudson

The Honorable Ulysses J. Smallwood

City Administrator

City Attorney

City Clerk

I. Meeting Called to Order:

The Honorable Mayor Avery

II. Roll Call:

City Clerk

III. Invocation:

Pastor Dwight Boone, Crossroads Church

IV. Pledge of Allegiance:

V. Presentations and Proclamations:

VI. Adoption of the City Council Agenda:

VII. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes. However, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further, in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided later.

VIII. Approval of the Minutes:

1. Approval of the Minutes: Council Meeting Minutes of August 26, 2024

IX. Public Hearings:

X. Consent Agenda:

XI. Regular Agenda Items:

2. Adoption of the 2025 Millage Rate and Property Tax

Recommendation: Request Mayor and Council approval of a Resolution to adopt a General Obligation (G.O.) Bonded Indebtedness Rate and a Millage Rate for the City of Fairburn for the 2024-2025 Fiscal Year. **(Finance)**

3. Adoption of the 2024-2025 Fiscal Year Budget

Recommendation: Request Mayor and Council approval of an Ordinance to establish the budget for Fiscal Year 2024-2025 to commence on October 1, 2024 through September 30, 2025 and for other related purposes. **(Finance)**

4. Kroger Co. National Opioid Settlement Agreement

Recommendation: Request Mayor and Council approval of a Resolution authorizing the City of Fairburn to accept the terms of a new settlement in "In re: National Prescription Opiate Litigation": to authorize the Mayor to execute all documents necessary to effectuate the City of Fairburn's participation in the settlement; to provide an effective date; and for other related purposes. **(City Attorney)**

5. Revised City of Fairburn Travel Policy

Recommendation: Request Mayor and Council approval of the revised City of Fairburn Travel policy. **(City Administrator's Office)**

6. Approval of the Fulton County Arts Council Contract for Services Agreement between Fulton County and the City of Fairburn

Recommendation: Request Mayor and Council approval to execute the Contract For Services (CFS) agreement between Fulton County, Georgia and the City of Fairburn. **(Economic Development)**

7. Award of Construction Manager At Risk (CMAR) Contract for Public Safety Complex

Recommendation: Request Mayor and Council approval to award the contract for RFQ #24-011 for the Fairburn Public Safety Complex Construction Manager At Risk services to Reeves Young, LLC. in an amount not to exceed \$998,694. **(Building Operations)**

8. Contract Award for Landscaping at the Temp Fire Station on Bohannon Road

Recommendation: Request Mayor and Council approval to award a contract to All South Lawnsapes for landscaping services at the Temp Fire Station (Station #24) on Bohannon Road in an amount not to exceed \$62,788.40. **(General Services)**

9. Discussion of a Forensic Audit

Recommendation: Council Member Hudson requested this item be placed on the agenda. **(Council Member Hudson)**

XII. Reports:

XIII. Council Comments:

XIV. Adjournment:

When an Executive Session is required, one will be called for for the following Issues:
(1) Personnel (2) Real Estate or (3) Litigation



City Council Meeting Minutes August 26, 2024 7:00 pm

- I. Roll Call by City Clerk, Brenda James found the following members present:

The Honorable Mayor Pro-Tem James Whitmore	The Honorable Linda J. Davis
The Honorable Alex Heath	The Honorable Samantha Hudson
The Honorable Hattie Portis-Jones	The Honorable Ulysses J. Smallwood

- II. The meeting was called to order by the Honorable Mayor Avery.

Also present was City Administrator Tony Phillips, Assistant City Administrator Jamila Criss, City Attorney Rory Starkey, Assistant City Attorney Serena Nowell, and City Clerk Brenda James.

- III. The invocation was provided by Pastor Carnetta Frazier of Love Deliverance Outreach.

- IV. Pledge of Allegiance was in Unison.

- V. Presentations and Proclamations:

1. LCI Gateway Connectivity Study Update

Economic Development Director Sylvia Abernathy presented this item and said they are providing an update to the City's initiative Gateway connectivity study. The purpose of the study is to identify transportation options, looking at pedestrian friendly pathways, specifically in our Downtown Overlay District. They have a team of highly qualified consultants that were selected as a result of a competitive bid process.

Mr. Randy Gibbs of the Sizemore Group lead the presentation and said they are based out of Atlanta, and they do Architecture Urban Planning, Interior Designs, and Placemaking. He is part of the planning team along with Michael Hightower with The Collaborative Firm, Toole, and KB Advisory Group. The city submitted an application and was awarded the LCI Project last year and they are excited to be a part of it. The result will yield two Master Plans for the Gateway component. The Educational Campus is what they are calling the gateway element of this plan as well as the Connectivity Study to make sure all Broad Street is more walkable, bikeable, and safer for pedestrians. They are at the initial states of their studies and the goals are to produce two concept plans for the Education Campus that hosts Global Impact Academy, Georgia Military College, and Campbell Elementary School. This project is scheduled to run through March of 2025.

ARC's Livable Centers Initiative (LCI) is a grant program designed to reduce vehicle miles traveled and enhance air quality. He discussed the letter from Senator Jon Ossoff on awarding a grant to the city for a pedestrian bridge over US-29 and an active CSX freight railroad, facilitating a safe and efficient crossing for both workers and pedestrians. The next meeting is scheduled for November 12th.

Council Member Portis-Jones asked how the RAISE Grant relates to this study, where the transportation focus is and what are the criteria/matching requirements for the grant. Mr. Phillips said this could be a potential funding source and the bridge project could be a source for the RAISE Grant funding to provide the resources to move projects like that. Mr. Gibbs said they are looking at previous developments that are ongoing and will include the criteria for the RAISE Grant.

VI. Adoption of the City Council Agenda

Council Member Davis made a motion to approve the agenda as presented. Council Member Smallwood provided the second. **The motion carried unanimously.**

VII. Public Comments: There were no public comments.

VIII. Approval of the Minutes:

2. Approval of the minutes Regular Council Meeting Minutes of August 12, 2024

Council Member Hudson made a motion to approve the minutes as written, Council Member Smallwood provided the second. **The motion carried unanimously.**

IX. Public Hearings:

3. Text Amendment – Automobile Rental and Sales

Planning and Zoning Director Denise Brookins said the applicant has withdrawn their request. The city ordinance allows the applicant to withdraw their request, but she needs a motion to close the public hearing and a motion to accept the withdrawal.

Council Member Smallwood made a motion to close the public hearing. Council Member Davis provided the second. **The motion carried unanimously.**

Council Member Davis made a motion to approve the withdrawal of the application. Council Member Heath provided the second. **The motion carried unanimously.**

4. Public Hearing on the Proposed Fiscal Year 2024 – 2025 Annual Budget

Rachel Bembry of JAT Consulting Services presented the proposed FY25 budget and said she observed the budget presentations and commended staff on the excellent job they did throughout the budget process as it is very extensive. She reviewed the General Fund

Departmental budgets and said it totals about \$36.5 million which includes adjustments to address concerns about position grades that reduces the budget by a net of approximately \$22,300 and a correction of \$16,000 in the HR department for the 3% that was not included in the previous versions. The primary support in revenues is taxes with the largest being property taxes. The proposed budget is a balanced budget for FY25. She discussed the Governmental and Enterprise Funds totaling \$47.7 million and the citywide FY25 budget of \$84,238,240.00.

Mayor Pro Tem Whitmore made a motion to open the public hearing. Council Member Heath provided the second. **The motion carried unanimously.**

Public Comments:

Pamela Jackson said she had a few concerns with lighting around the Vickers Road area and asked if there would be any plans for streetlights. She had concerns about empty buildings in the downtown area and would like to see more restaurants and shops. She commended the Mayor and Council for Third Fridays.

Theresa Garrett said everything that is decided about this city starts with the highest revenue you receive which is from the taxpayers. She asked for consideration on how they might benefit and use those resources for the betterment of taxpayers.

Saray Freeman said it is very difficult on our current budget to factor in the increases that the city has made lately, with taxes, and utilities. She understands the budget but it's a lot for the people that are paying and don't see services like Third Fridays. She asked to take into consideration what's going on with the citizens.

Lacine Forte said she is a 13-year resident and is overly excited and appreciative of all the activities and improvements. She and her kids look forward to the Third Fridays.

Mayor Pro Tem Whitmore made a motion to close the Public Hearing. Council Member Heath provided the second. **The motion carried unanimously.**

Mayor Avery said we will entertain the ten-minute rule, uninterrupted five minutes.

Mayor Pro Tem Whitmore said he was clear on his concerns at both public hearings today. Administration presented documentation that he didn't get a chance to digest because it was read to us during this meeting. There are a lot of expenses and increases in salaries and we had a study performed and since that study there have been other increases. He did vote for the outside entity to come in and do an evaluation for this city but some of the levels for salaries are a little bit over the top. One of the recommendations was a whistleblower so if employees see, feel, or know something they are not afraid to come forward and there is nothing in the personnel policy that states you cannot speak to an elected official. The concerns he had when he sat down with the Finance Director, a colleague, the Mayor, City Administrator, and the Assistant City Administrator to date those things have not been addressed. There are seven elected officials, they all have an

opportunity to engage and debate. This is a democracy, and we should be allowed to debate and offer our concerns and look for ways to improve what we currently have.

Council Member Smallwood asked for more clarification about HB581. Mr. Phillips said HB581 just passed in the most recent legislative session that ended earlier this spring and was signed by the Governor. It places a 3% cap on property assessments statewide, meaning in no single year can your property value increase by more than 3% or the consumer price index (CPI), whichever of the two is higher. If someone's home was assessed by Fulton County Tax Assessor and that home increased in value, that generates more tax revenue, not due to a millage rate but because the home is worth more. Council Member Smallwood said he understands this would severely decrease what we're bringing in per year with those tax dollars, and asked to try to find more dollars and tighten our belts so that the citizens are not more adversely affected.

Council Member Hudson asked for specifications on the evaluation. Mr. Phillips said the Evergreen Study was a classification and compensation study by an outside vendor. Council Member Hudson said that was a different type of assessment. She is talking about an impact assessment as a fact-finding mission that seeks to look for and address root causes that change certain aspects of the business before they happen. When we go back to the budget, we are using events as community engagement, events entertain people they don't serve people. With a proposal for a millage rate increase, she would like to see how they will serve the people. The October parade is funded 100% by our tax dollars and we need to build corporate partnerships and expand our networks, so the taxpayers do not have to foot the costs. It is no effect for council members to advocate when we have low attendance at meetings, it is a hard pull to engage residents and asked they do not let this government body govern without you. When we talk about equity in our spending, please make sure we are serving our constituents October 5th, it gives us no great advantage to have parades and parties while our citizens are having trouble with lighting in their communities and affording these increases that we're putting on them.

Council Member Davis said she is glad to see the residents here tonight and for them to share their concerns about the budget and how expensive everything is. She thanked administration for pulling the information together that was requested from our meeting this morning. She asked how the funds will be utilized from the millage rate and the increase in the additional revenue that will be coming in for FY25 in the amount of \$2.1 million. Mr. Phillips said he would prepare a response in writing that will go to all council members to show how those additional revenues were used to balance the budget and where they will be utilized in the budget. Council Member Davis asked if it would be posted on our website for our citizens to see and Mr. Phillips responded yes.

Mayo Pro Tem Whitmore said Mr. Phillips talked about looking at raising the maximum amount for business license from \$15,000 to \$50,000 and asked how many companies that would affect. Mr. Phillips said there are about 20 businesses on the list that are industrial and corporate partners in the city, most of whom have revenues in excess of multiple of millions of dollars. That proposal was developed by looking at other municipalities and what their business tax renewal levels are. We do not have any small

businesses that pay \$15,000 in business license taxes because they don't generate that level of revenue. Mayor Pro Tem said the hotel/motel tax is going up to 8% and only a percentage of that goes to the general fund and part of that will go to Rec and other, and still must go to the dome for approval. He asked if the \$350,000 is for the last quarter of the year. Mr. Phillips said yes, that is an estimate. We currently receive 3% in hotel/motel tax which under state law can be used in our general fund. When we get approval from the state legislature, the additional 5% must be used for tourism activities, which is often Parks and Recreation but can be other things as well.

Mayor Pro Tem Whitmore discussed Mayor and Councils budget. At the last meeting we discussed raising the budget to \$21,000 if you sit on an approved entity board and \$18,000 for the rest of council. He reviewed documents from 2017, and no one ever met or exceeded their budget. He can't see everybody going up to \$21,000. He suggested the current travel policy be readdressed as it is mixing personnel and elected officials, it will not affect our budget because it's already in the budget.

Council Member Portis-Jones said she is feeling the pain and difficulty of the budget discussions, we are dealing with decisions that have not been made and pushed down the road because we didn't want to endure the political fallout. We are now being mandated to expend funds and raise rates because we didn't have the political will to do it in the past. Specifically, utilities, we have been operating in the red for ten years or more and we can't do it anymore, we were forced to raise the rates. We had a consultant come in and evaluated the Police Department, our evidence room was abysmal, we were losing evidence that was part of investigations because of leaking roofs and water damage. We had to expend money to maintain our police officers. Our Fire Department had a number one rating on our ISO for numerous years, but for us to maintain that rating, we had to do some things. Fire Station #21 was abysmal, these are our employees living in these conditions. Our Street Department building was abysmal and have used the word abysmal several times and that's because we didn't bite the bullet years back to do what was necessary. Let's not forget to talk about the cyber security threat that we had, technology is very expensive, that's why we never did it. That's why we always went out to a consultant. We do not want to be a city that is held hostage, and these are some major issues that we had to address, and our backs were against the wall and apologized they have to make all these decisions now.

Mayor Avery said budgeting is very important to him and the abomination that our staff was living in upon his arrival. Your only as good as your equipment and the personnel that work for you. His number one goal was to get top qualified personnel in key positions with the hiring process be done in an equitable way. The presentation for HB581 said there would be a 70% loss of revenue, our government is having to make hard decisions, and we are not the only government. This bill affects 159 counties along with 400 plus cities and his concern is that they allotted 35% in reserves, we are prepared for unforeseen circumstances. When we are doing public engagement, we need your input when it relates to the LCI, Parks Master Plan, etc., so we can say this is what the residents want to see. Moving nine departments to the campus was for efficiency purposes, we're working on the Public Safety Building now and staff is working on ways to pay for that.

He thanked the citizens for attending the meeting and thanked staff for making a mark in this city that will never be erased.

Council Member Hudson said she wanted to correct the training budget for city council members, it is \$15,000 and then it was \$22,000 for one member. She said I stand again all members should receive the same amount, straight across the board. She questioned the amount of over \$2 million being housed under the city administrator, we have never had that amount of money unchecked under a department and asked if someone could explain why we have that much money without their scrutiny if they approve it.

Mr. Phillips said there is complete transparency on the city administrator's budget. Some of the things that are in this budget are City Attorney fees, nearly \$700,000. Liability insurance is paid out of our budget, it is city expenditures that are housed in the city administrator's budget. For clarity, they are there to be able to track those expenditures and expenses opposed to paying them out of multiple accounts. Council Member Hudson asked how much the cost and time frame for the charter review. Mr. Phillips said the charter review is at \$19,000 and they have already signed and executed an agreement with Carl Vincent Institute of Government with the University of Georgia, and they will be scheduling a kickoff meeting after the budget process in September. As part of that process, Attorney Lori Brill will be reaching out to council members and key stakeholders to get your input in that process. Mr. Phillips asked for clarity on the travel and training policy which limits a 50-mile radius for council members and staff, it does not allow hotel expenses and asked if they want a different policy for elected officials vs. staff. Council Member Hudson said she did mention about top-heavy salaries and said we had two city administrators that we have never had, two city attorneys, and two city clerks. She said after speaking with Ms. James, there is one City Clerk and one Deputy Clerk.

City Attorney Rory Starkey said his bill reflects a myriad of attorneys and paralegals at a discounted rate and the Solicitor works under his firm. His typical rate is \$500 an hour and only bills the city at \$225 an hour.

Mayor Pro Tem Whitmore asked City Administration for numbers for putting 30% in the reserve account instead of 35% Mr. Phillips said they would provide that information in writing and said the standard in many cities is 25% as we took a more conservative approach to our Reserve fund. Mayor Pro Tem said he would like to see the 25, 30 and 35% numbers, that would help him make a decision on the millage rate.

Council Member Davis said she sits on the Board for the Georgia Municipal Training and the City of Fairburn is in the top five in the state for training and they take advantage of that for being the best they can be and being the voice for our citizens.

Council Member Heath said the training through GMA is through the University of Georgia and is very beneficial for all council members.

X. Consent Agenda: N/A

XI. Regular Agenda Items:

5. Approval of Change Order #1 with Construction 57m Inc. on the Pedestrian Improvements on Various City Roads Project

Community Development Director Lester Thompson presented this item and said the contract award for the pedestrian improvements on various city roads project was approved at the July 8th city council meeting. The award included the base bid of West Campbellton Street, add alternate #1, Shaw Drive and add alternate # 3, Washington Street. In response to feedback received from residents on Fairview Drive, add alternate #2, Fairview Drive was redesigned to minimize the impact to their “front yards”, and this change order reflects that change. Staff would also like to include alternate #4, Grant Street.

Council Member Portis-Jones made a motion to approve change order #1 with Construction 57, Incorporated on the Pedestrian Improvements on Various City Roads Project in an amount not to exceed \$351,559.00. The second was provided by Council Member Heath.

Mayor Pro Tem Whitmore asked what modifications were made for the residents. Mr. Thompson said the modifications were to reduce the pavement, to install header curb within the existing pavement and to not encroach their yard as much.

Council Member Portis-Jones asked if it included the sidewalk on the opposite side of the street. Mr. Thompson said no that is not a part of this project, that should be taken care of when that property is developed. **The motion carried unanimously.**

6. Resolution Authorizing Commencement of Certificates of Participation Financing

City Administrator Tony Phillips said during the retreat we discussed a Public Safety Complex, and recently approved the design of the facility and now we’re looking at how to fund that Public Safety Complex.

Mr. Bill Johnston presented this item and said what this Resolution does is formalize the start of that project. We’ve put together a financing team and they are pulling together documentation and will come back to you once the drafts are completed for a formal approval of the remainder of the process. This will allow us to get the financing rated, this is for both issues, to get them to market to sell the bonds and certificates and come to you once they are sold for your approval for the final interest rate.

Tony Phillips said this relates to the Public Safety Complex, there was a general obligation bond (GO Bond) approved by the voters in 2011. This bond runs through 2031 and was used for the Duncan Park splash pad and pool and to construct Fire Station #23, which is nearing completion and should be operational by January 2025. The GO Bond generates between \$732,000 and \$809,000 each year and is continuing to generate revenue. They sought clarity from the City Attorney’s office to ensure they

could legally use the GO Bond revenues to service the debt on the Public Safety Facility between now and 2031. That's how we would propose and pay for the debt incurred to build this facility. The Mayor and Council would then have to decide whether to renew the GO Bond. He said the utility department currently has a CPU Revenue Bond which pays for water supply projects and would need to be renewed by October of 2024. This bond will generate the necessary revenue to complete the water project discussed at the Retreat that cost approximately \$10 million as well as additional sewer capacity at \$600,000.

Mayor Pro Tem Whitmore made a motion to approve the Resolution authorizing the City of Fairburn to consider the financing of a Public Safety Building Project; to enter into discussions with the Georgia Municipal Association, Inc. for the purposes of entering into an Installment Sale Agreement. Council Member Davis provided the second. **The motion carried unanimously.**

7. Resolution Authorizing Commencement of Series 2024 Combined Public Utility Bonds

City Administrator Tony Phillips said this is the second item that Mr. Johnson referenced for the water utility projects that we talked with both the neighboring jurisdictions as well as the sewer capacity.

Council Member Heath made a motion to approve a Resolution authorizing the City of Fairburn to consider the issuance of the Series 2024 Bonds for the financing of the Series 2024 Projects; to enter into discussion regarding the related Bond Documents; to establish an effective date; and for other related purposes. Mayor Pro Tem Whitmore provided the second.

Mayor Pro Tem Whitmore said we understand that we were running out of capacity for sewer, and this is a way to address some very important issues that is facing this government.

Mayor Avery thanked David Clark, Director of Public Works for Fulton County for working very close with us in our efforts and to ensure this issue is addressed as quickly as possible. **The motion carried unanimously.**

8. Approval of the Economic Strategic Plan Report

Economic Director Sylvia Abernathy presented this item and said this is an update on the existing 2016 Economic Strategic Plan. It will provide a blueprint for the local economy, defining goals, objectives, and using quantitative and qualitative data to support actionable steps to sustain Fairburn's economic growth and development. KB Advisory Group was chosen to help update the economic development plan through a competitive bid process. She introduced Geoff Koski, Project Lead and he said they have spent a lot of time discussing this with the business community, and council members to put this plan together. He introduced Tate Wilson, the Project Manager and Gabrielle Oliverio.

Ms. Wilson said they kicked off the project in February with surveys that closed in April and discussed the process. Ms. Oliverio said the first thing they do is look at the data and the detailed industries that are within the greater Fairburn area. Fairburn has a lot of manufacturing and wholesalers, and our biggest ones are emerging industries that will bring future momentum industries over the next 5 to 10 years.

Council Member Portis-Jones made a motion to approve the update to the City of Fairburn's Economic Development Strategic Plan. Council Member Davis provided the second.

Council Member Portis-Jones asked Planning & Zoning Director, Denise Brookins if Fairburn has a height restriction downtown. Ms. Brookins said yes, we have an overlay district that has height restrictions and believes it's two stories in some areas. Council Member Portis-Jones said we need to evaluate our zoning considering these recommendations because some of these things we may not be able to do specifically downtown, and we need to look city wide. Ms. Brookins said they are preparing a zoning audit to look at all our overlay districts and will have some recommendations.

Mayor Pro Tem Whitmore asked if Hudson Plaza was in the height restriction area and said he cannot understand the disconnect that we may have to encourage restaurants. Ms. Brookins said yes Hudson Plaza is in the restriction area, and she will have to look at the node and report back. Mr. Koski said it's good to have a plan to show someone there is future growth ahead. Setting up a restaurant takes a lot of time and effort to get all the permits, grease traps, liquor permits, and to be able to smooth all that out, to make this place an easy to do business for restaurants. Retail follows rooftops and where you see your highest growth areas, residential is where you're seeing more restaurants coming into town. After discussion, **the motion carried unanimously.**

XII. Reports:

9. Finance Director Monthly Report

Budget Analyst Nekisha Baker presented this item and said the City of Fairburn's General Fund totals as of July 31st with \$4.3 million in net cash flow. To date the General Fund has generated \$22.8 million in revenue with \$18.5 million in expenditures. The city has collected 76% of its revenue and has spent 57% of its budget.

The City's Enterprise Fund totals as of July 31st with \$2.8 million in net cash flow. To date the Enterprise Fund has generated \$18.5 million in revenue with \$15.8 in expenditures. As of July 31st, the city has collected 68% of its budgeted revenues and has spent 58% of its budget.

10. City Administrator's Monthly Report

City Administrator Tony Phillips presented this item and gave a brief summary of some of the highlights in the report.

- Safety Training Center Master Plan is in progress
- Emergency generator for City Administration Building is in progress
- New mass notification system is configured, and public enrollment is ongoing
- Completed round two of the Small Business Development Grant Program, with 32 eligible candidates for funding
- Ribbon cutting ceremony for McCoy Realty Group
- Fairburn Fire Department conducted Heat Stroke & Heat Exhaustion class to Sensational Seniors
- 12 Fallen trees removed from various streets
- Bridge Summer Camp – concluded with 53 campers weekly
- Sensational Seniors - Field Trip to Tubman Museum in Macon and Movie at the Market
- Back to School Splash
- Park Master Plan – final version presented July 10th
- Planning staff held a kickoff meeting for the Impact Fee Study

Council Member Davis asked if there was an update on the downtown vacant buildings. Mr. Phillip said the properties downtown are currently privately owned properties and is looking at several tools dealing with vacant and blighted properties and will come back to council to propose some tools to use to incentivize vacant spaces in our downtown area.

XIII. Council Comments:

Council Member Portis-Jones had no comments.

Council Member Heath had no comments.

Mayor Pro Tem Whitmore said several residents on Pine Street are dealing with rental properties that are not being maintained and asked that our ordinances be looked at for an expedited process.

Council Member Hudson thanked all the residents that came out tonight and she thanked staff for all their hard work to make this city great.

Council Member Davis had no comments.

Council Member Smallwood had no comments.

Mayor Avery said we will get to the point where we will be hard pressed to hold on to personnel, our personnel is being pursued. Peach Cobbler grand opening is August 31st and Judy's is a work in progress. The Third Friday in September is Hispanic Heritage Month and will be held at the stage and courtyard downtown.

Mayor Pro Tem Whitmore made a motion to go into Executive Session to discuss real estate. Council Member Davis provided the second. **The motion carried unanimously.**

Council Member Davis made a motion to exit the executive session and convene with the regular meeting. Council Member Smallwood provided the second. **The motion carried unanimously.**

Mayor Pro Tem Whitmore made a motion to approve a Resolution to transfer of right-of-way to Georgia Department of Transportation to install a left turn lane along Oakley Industrial Boulevard. Council Member Heath provided the second. **The motion carried unanimously.**

XIV. Adjournment:

Council Member Hudson made a motion to adjourn the meeting at 9:50 p.m. Council Member Heath provided the second. **The motion carried unanimously.**

Brenda James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Adoption of the 2025 Millage Rate and Property Tax

ITEM TYPE: Resolution

SUBMITTED: 09/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING: Yes

PURPOSE:

For the Mayor and Council to review and adopt the 2024 Millage Rate.

HISTORY:

The City of Fairburn is required to host 3 public hearings on the millage rate to allow citizens the opportunity to comment on the proposed millage rate. The meetings were held at 10am and 6pm on Monday, August 26, 2024, and 6pm on Monday, September 9, 2024.

FACTS AND ISSUES:

To adopt the 2024 millage rate. The Maintenance & Operation (M&O) 2024 millage rate will be 9.60 mills and 1.46 mills for General Obligation Bonded Indebtedness, for a total of 11.06 mills.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of a Resolution to adopt a General Obligation (G.O.) Bonded Indebtedness Rate and a Millage Rate for the City of Fairburn for the 2024-2025 Fiscal Year.

ATTACHMENTS:

1. Resolution Authorizing Millage Rate FY 2024 - 2025
2. 2024 Digest

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**

RESOLUTION NO. _____

3 **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
4 **FAIRBURN TO ADOPT A GENERAL OBLIGATION (G.O.) BONDED INDEBTEDNESS**
5 **RATE AND A MILLAGE RATE FOR THE CITY OF FAIRBURN FOR THE 2024-2025**
6 **FISCAL YEAR.**

7 **WHEREAS**, the Mayor and City Council of the City of Fairburn, Georgia, have considered the
8 terms and provisions of the general obligation bonded indebtedness rate and the millage rate for
9 Fiscal Year 2024-2025; and

10 **WHEREAS**, it has been recommended by the City Administrator and City Finance Director that
11 the Mayor and City Council adopt the FY 2024 – 2025 G.O. bonded indebtedness rate and millage
12 rate as set forth below; and

13 **WHEREAS**, the City has complied with the requirements of the laws of the State of Georgia
14 respecting the establishment of the millage rate, including the requirements concerning the
15 publication of notices and holding of public hearings concerning the proposed millage rate; and

16 **WHEREAS**, the Mayor and City Council, in the exercise of their sound judgment and discretion,
17 after giving thorough thought to all implications involved, and keeping in mind the public interest
18 and welfare of the citizens of the City, have determined it to be in the best interest of the citizens
19 of the City for the City to adopt the proposed general obligation bonded indebtedness rate and the
20 millage rate for Fiscal Year 2024-2025.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of
22 Fairburn, Georgia that the G.O. bonded indebtedness rate for the City of Fairburn for the FY 2024
23 – 2025 shall be set at 1.46 mills.

24 **BE IT FURTHER RESOLVED**, that the millage rate for the City of Fairburn for the FY 2024 –
25 2025 shall be set at 9.60 mills.

26 **BE IT FURTHER RESOLVED**, that this resolution shall become effective immediately upon
27 the signature of the Mayor and shall govern all FY 2024 – 2025 assessments.

BE IT FURTHER RESOLVED, in the event any section, subsection, sentence, clause, or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Resolution if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

BE IT FURTHER RESOLVED, this Resolution shall become effective immediately upon signature by the Mayor.

BE IT FINALLY RESOLVED, that any and all resolutions in conflict with this Resolution be and the same are hereby repealed, only to the extent of such conflict.

This 9th day of September, 2024.

Mario B. Avery, Mayor

ATTEST:

Brenda B. James, City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

ATTACHMENT “A”

FISCAL YEAR 2024 – 2024 MILLAGE RATE

CITY OF FAIRBURN

NOTICE OF FIVE YEAR HISTORY

The Mayor and Council of the City of Fairburn will announce and adopt the millage rate which will be set at the regular Council Meeting on Monday, September 9, 2024 at 7:00 p.m. at City Hall, 56 Malone Street, S.W. Fairburn, Georgia and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the Estimated Current Year's Tax digest and levy for the past five (5) years.

All citizens of Fairburn are invited to attend.

CURRENT 2024 TAX DIGEST AND FIVE YEAR LEVY

	2020	2021	2022	2023	2024
Real & Personal	1,595,435,835	2,064,379,620	2,377,573,584	3,147,202,999	3,033,026,090
Motor Vehicle	5,799,410	4,199,340	3,745,450	3,687,100	3,301,330
Mobile Homes	3,920	3,920	3,920	3,920	3,920
Timber 100%	-	-	-	-	-
Heavy Duty Equipment	732,270	-	461,840	92,466	-
Gross Tax Digest	1,601,971,435	2,068,582,880	2,381,784,794	3,150,986,485	3,036,333,364
Exemptions - M & O	206,595,790	991,188,080	1,071,079,520	1,778,659,750	1,624,100,620
Net Tax Digest	1,395,375,645	1,077,394,800	1,310,705,274	1,372,326,735	1,412,232,744
Gross Millage	17.83	16.36	17.20	16.89	17.32
Less Roll Back	9.73	8.26	9.10	8.79	9.22
Net Millage	8.10	8.10	8.10	8.10	8.10
Net Tax Levy 100%	11,302,543	8,726,898	10,616,713	11,115,847	11,439,085
Net Increase/(Decrease)	3,638,450	(2,575,645)	1,889,815	499,134	323,239
Net Levy %	54.00%	-23%	22%	5%	3%



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Adoption of the 2024-2025 Fiscal Year Budget

ITEM TYPE: Ordinance

SUBMITTED: 09/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: Finance

BUDGET IMPACT: \$84,238,240

PUBLIC HEARING: No

PURPOSE:

For the Mayor and Council to review and establish the Fiscal Year 2024-2025 Budget Ordinance.

HISTORY:

The City of Fairburn has held a meeting open to the public to discuss the FY2024-2025 proposed budget. The budget workshop meeting was held on Monday, August 26, 2024. The meeting allowed the Mayor, Council, and citizens to ask questions and voice any concerns about the budget. Each fiscal year a balanced budget must be established for the city.

FACTS AND ISSUES:

This Ordinance is to set the Fiscal Year 2024-2025 budget. The FY2024-2025 budget will be \$36,525,488 in general funds, \$47,712,752 in other funds, for a total of \$84,238,240.

FUNDING SOURCE:

There are multiple funding sources in various funds. Please see attachments.

RECOMMENDED ACTION:

Request Mayor and Council approval of an Ordinance to establish the budget for Fiscal Year 2024-2025 to commence on October 1, 2024 through September 30, 2025 and for other related purposes.

ATTACHMENTS:

1. Budget Ordinance FY 2024 - 2025
2. ALL FUNDS FISCAL YEAR 2024-2025 (Final)
3. FY25 Position Summary Requests-Pending Budget Approval_final(09.04.24)rev

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**

ORDINANCE NO. 24-_____

3
4
5 **AN ORDINANCE TO ADOPT THE FISCAL YEAR 2024-2025 BUDGET; TO PROVIDE**
6 **FOR AN EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.**
7

8 **WHEREAS**, the Mayor and City Council of the City of Fairburn, Georgia, have considered the
9 terms and provisions of a budget for Fiscal Year 2024-2025 presented by the City Administrator
10 and the City's Finance Director; and

11 **WHEREAS**, it has been recommended by the City Administrator and City Finance Director that
12 the Mayor and City Council adopt the Fiscal Year 2024-2025 budget attached hereto as Exhibit
13 "A" and incorporated by this reference; and budget as set forth below; and

14 **WHEREAS**, the Mayor and City Council, in the exercise of their sound judgment and discretion,
15 after giving thorough thought to all implications involved, and keeping in mind the public interest
16 and welfare of the citizens of the City, have determined it to be in the best interest of the citizens
17 of the City for the City to adopt the Fiscal Year 2024-2025 budget as recommended by the City
18 Administrator and the Finance Director.

19 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE**
20 **CITY OF FAIRBURN** and it is hereby ordained by the authority of same as follows:

21 **Section 1.** The budget for the operations, capital programs, and debt service maintained for the
22 City of Fairburn for the Fiscal Year ending September 30, 2025, is \$36,525,488 in general funds,
23 \$47,712,752 in other funds, for a total of \$84,238,240 in expenses and \$36,525,488 in general
24 funds, \$47,712,752 in other funds, for a total of \$84,238,240 in revenues. The budget includes all
25 revenues and expenditures for governmental, special revenue and enterprise purposes as detailed
26 in the budget document attached hereto as **Exhibit "A"**, adopted in accordance with Georgia law,
27 and incorporated herein by reference.

28 **Section 2.** This ordinance shall become effective immediately upon signature by the Mayor and
29 shall govern all FY 2024 – 2025 revenues and expenditures.

Section 3. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 4. All previous ordinances, or parts of ordinances, in conflict with this Ordinance are hereby repealed to the extent of any such conflict.

SO ORDAINED this 9th day of September 2024.

Mario B. Avery, Mayor

ATTEST:

Brenda B. James, City Clerk

(SEAL)

APPROVED AS TO FORM:

Rory K. Starkey, City Attorney

EXHIBIT “A”

FISCAL YEAR 2024-2025 BUDGET

**ALL FUNDS
FISCAL YEAR 2024-2025**

REVENUES			
	(FY2023-24)	(FY2024-25)	
Fund	GL Description	APPROVED BUDGET	PROPOSED BUDGET
100	Taxes	23,915,444.00	25,139,473.00
100	Licenses and Permits	602,100.00	527,000.00
100	Intergovernmental	-	-
100	Charges for Services	179,080.00	200,500.00
100	Fines and Forfeitures	800,000.00	650,000.00
100	Investment Income	900,000.00	925,000.00
100	Contributions-Donations	40,000.00	15,000.00
100	Miscellaneous Revenue	98,700.00	100,500.00
100	Other Financing Sources	3,569,300.00	3,640,005.00
100	Fund Balance Request	2,068,360.00	5,328,010.00
		32,172,984.00	36,525,488.00
220	Confiscated	10,300.00	50,000.00
230	American Rescue Act	4,250,600.00	261,000.00
250	Grants	3,051,481.00	1,824,612.00
260	Tree Fund	801,500.00	577,608.00
270	Technology Fee	71,000.00	50,000.00
275	Hotel/Motel Tax	235,000.00	275,000.00
350	Capital Projects	3,230,854.00	5,328,010.00
351	Go Bond	3,572,466.00	3,820,000.00
360	T-SPLST	4,500,000.00	5,720,000.00
505	Water and Sewer	11,044,714.00	11,696,274.00
506	Storm Water	724,462.00	499,400.00
507	Water and Sewer Bond	330,610.00	332,860.00
510	Electric	13,830,810.00	14,068,935.00
540	Sanitation	1,633,512.00	1,810,000.00
580	Educational Complex	1,350,000.00	1,378,570.00
860	Downtown Development	20,700.00	20,483.00
		48,658,009.00	47,712,752.00
Total Revenues		80,830,993.00	84,238,240.00

EXPENDITURES				
		(FY2023-24)	(FY2024-25)	
Fund	Dept	GL Description	APPROVED BUDGET	PROPOSED BUDGET
100	1110	Mayor and Council	387,170.00	422,026.00
100	1310	City Clerk	401,350.00	485,118.00
100	1320	City Administrator	2,746,222.00	2,367,358.00
100	1510	Finance	1,468,877.00	1,256,216.00
100	1535	Technology	1,039,947.00	1,016,918.00
100	1540	Human Resources	681,972.00	687,733.00
100	1565	Building Operations	1,591,603.00	1,759,576.00
100	1570	Risk Management	-	716,850.00
100	2650	Court Services	774,777.00	674,719.00
100	3200	Police	5,940,367.00	6,895,549.00
100	3385	Communications	-	239,075.00
100	3500	Fire	5,795,853.00	6,469,558.00
100	4100	Public Works	581,334.00	692,980.00
100	4200	General Services	2,206,148.00	2,008,674.00
100	4900	Maintenance and Shop	238,406.00	317,400.00
100	6100	Recreation	1,385,013.00	1,443,169.00
100	7200	Inspection & Enforcement	887,274.00	900,040.00
100	7400	Planning & Zoning	2,311,479.00	703,865.00
100	7500	Economic Development	420,762.00	545,206.00
100	7550	Mainstreet	327,387.00	217,336.00
100	9000	Non-Departmental	4,622,466.00	6,706,122.00
			33,421,237.00	36,525,488.00
220	0000	Confiscated	10,300.00	50,000.00
230	0000	American Rescue Act	4,250,600.00	261,000.00
250	0000	Grants	3,051,480.00	1,824,612.00
260	0000	Tree Fund	801,500.00	577,608.00
270	0000	Technology Fee	71,000.00	50,000.00
275	0000	Hotel/Motel Tax	235,000.00	275,000.00
350	0000	Capital Projects	3,230,854.00	5,328,010.00
351	0000	Go Bond	3,572,466.00	3,820,000.00
360	0000	T-SPLST	4,500,000.00	5,720,000.00
505	0000	Water and Sewer	11,044,714.00	11,696,274.00
506	0000	Storm Water	724,462.00	499,400.00
507	0000	Water and Sewer Bond	330,610.00	332,860.00
510	0000	Electric	13,830,810.00	14,068,935.00
540	0000	Sanitation	1,633,512.00	1,810,000.00
580	0000	Educational Complex	1,350,000.00	1,378,570.00
860	0000	Downtown Development	20,700.00	20,483.00
			48,658,008.00	47,712,752.00
Total Expenditures Budget			82,079,245.00	84,238,240.00

CITY OF FAIRBURN
 FY25 Department
 Budgeted Position Summary
 Effective August 1, 2024
(Pending Approval of FY25 Budget Position Requests)

MAYOR & COUNCIL [1110]	GRD	BUDGET	REQUEST	FINAL
MAYOR	ELEC	1		1
MAYOR PRO TEM	ELEC	1		1
COUNCIL MEMBER	ELEC	5		5
ASSISTANT TO THE MAYOR	G14	1		1
TOTAL POSITIONS		8	0	8

BUILDING OPERATIONS [1565]	GRD	BUDGET	REQUEST	FINAL
BUILDING OPERATIONS DIRECTOR	G20	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
BUILDING OPERATIONS & MAINTENANCE SPECIALIST	G10	2		2
SR BUILDING OPERATIONS & MAINTENANCE SPECIALIST	G12	1		1
SAFETY & RISK MANAGEMENT COORDINATOR	G08	1	-1	0
BUILDING MAINTENANCE SUPERINTENDENT	G13	1		1
TOTAL POSITIONS		7	-1	6

CITY CLERK [1310]	GRD	BUDGET	REQUEST	FINAL
CITY CLERK	G18	1		1
DEPUTY CITY CLERK	G15	1		1
RECEPTIONIST	G02	1		1
TOTAL POSITIONS		3	0	3

CITY MANAGER [1320]	GRD	BUDGET	REQUEST	FINAL
CITY ADMINISTRATOR	CNTRCT	1		1
ASSISTANT CITY ADMINISTRATOR	G22	1		1
EXECUTIVE ADMINISTRATIVE ASSISTANT	G13	1		1
TOTAL POSITIONS		3	0	3

CODE ENFORCEMENT [7200]	GRD	BUDGET	REQUEST	FINAL
CODE ENFORCEMENT MANAGER	G16	1		1
CODE ENFORCEMENT OFFICER	G07	4		4
SENIOR CODE ENFORCEMENT OFFICER	G09	1		1
TOTAL POSITIONS		6	0	6

COMMUNICATIONS [3385]	GRD	BUDGET	REQUEST	FINAL
COMMUNICATIONS DIRECTOR	G18	0	1	1
COMMUNICATIONS COORDINATOR	G08	0	1	1
TOTAL POSITIONS		0	2	2

ECONOMIC DEVELOPMENT [7500]	GRD	BUDGET	REQUEST	FINAL
ECONOMIC DEVELOPMENT DIRECTOR	G18	1		1
MARKETING & EVENTS MANAGER	G16	0	1	1
MARKETING & EVENTS COORDINATOR	G08	1		1
TOTAL POSITIONS		2	1	3

CITY OF FAIRBURN
FY25 Department
Budgeted Position Summary
Effective August 1, 2024
(Pending Approval of FY25 Budget Position Requests)

ELECTRICITY [510-4610]	GRD	BUDGET	REQUEST	FINAL
UTILITY MANAGER - ELECTRIC	G18	1		1
ELECTRIC SUPERINTENDENT	G17	1		1
FOREMAN	G16	1		1
SENIOR ELECTRIC LINEMAN	G13	1		1
ELECTRIC LINEMAN	G10	1	1	2
ELECTRIC METER TECHNICIAN	G08	0	1	1
APPRENTICE LINEMAN	G07	2		2
TOTAL POSITIONS		7	2	9

FINANCE [1510]	GRD	BUDGET	REQUEST	FINAL
FINANCE DIRECTOR	G21	1		1
PROCUREMENT MANAGER	G17	1		1
ACCOUNTS PAYABLE SPECIALIST	G10	1		1
BUDGET & FINANCE ANALYST	G14	1		1
FINANCE SPEACIALIST	G11	1		1
REVENUE & COLLECTIONS COORDINATOR	G08	1		1
SENIOR ACCOUNTANT	G13	1		1
STAFF ACCOUNTANT	G11	1		1
TOTAL POSITIONS		8	0	8

FIRE [3500]	GRD	BUDGET	REQUEST	FINAL
FIRE CHIEF	G20	1		1
ADMINISTRATIVE ASSISTANT - 3500	G05	1		1
FIRE DEPUTY CHIEF	F10	1		1
DIVISION CHIEF	F08	1		1
FIRE MARSHALL	F08	1		1
FIRE BATTALION CHIEF	F07	3		3
FIRE CAPTAIN	F06	2		2
FIRE LIEUTENANT	F05	5	1	6
FIRE SERGEANT	F04	9		9
FIREFIGHTER ADVANCED EMT	F03	4		4
FIREFIGHTER CERTIFIED/EMT BASIC	F02	29	1	30
TOTAL POSITIONS		57	2	59

GENERAL SERVICES [4200]	GRD	BUDGET	REQUEST	FINAL
GENERAL SERVICES DIRECTOR	G18	1		1
GENERAL SERVICES SUPERINTENDENT	G13	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
LEAD GENERAL SERVICES WORKER	G05	4		4
GENERAL SERVICES WORKER	G03	12		12
TOTAL POSITIONS		19	0	19

CITY OF FAIRBURN
 FY25 Department
 Budgeted Position Summary
 Effective August 1, 2024
(Pending Approval of FY25 Budget Position Requests)

GARAGE [4900]	GRD	BUDGET	REQUEST	FINAL
AUTOMOTIVE TECHNICIAN	G07	1	1	2
AUTOMOTIVE SUPERVISOR	G11	1		1
TOTAL POSITIONS		2	1	3
HUMAN RESOURCES [1540]	GRD	BUDGET	REQUEST	FINAL
HUMAN RESOURCES DIRECTOR	G20	1		1
SENIOR HUMAN RESOURCES GENERALIST	G13	1		1
HUMAN RESOURCES GENERALIST	G11	1		1
HUMAN RESOURCES SPECIALIST	G10	1		1
HUMAN RESOURCES COORDINATOR	G08	0	1	1
TOTAL POSITIONS		4	1	5
INFORMATION TECHNOLOGY [1535]	GRD	BUDGET	REQUEST	FINAL
INFORMATION TECHNOLOGY MANAGER	G17	1		1
SYSTEMS NETWORK ADMINISTRATOR	G16	1		1
IT SUPPORT TECHNICIAN	G08	1		1
TOTAL POSITIONS		3	0	3
MAIN STREET [7550]	GRD	BUDGET	REQUEST	FINAL
MAIN STREET COORDINATOR	G10	1		1
TOTAL POSITIONS		1	0	1
MUNICIPAL COURTS [2650]	GRD	BUDGET	REQUEST	FINAL
COURT ADMINISTRATOR	G14	1		1
CHIEF COURT CLERK	G05	1		1
DEPUTY COURT CLERK	G04	1		1
ADMINISTRATIVE ASSISTANT (PART-TIME)	G05	1		1
TOTAL POSITIONS		4	0	4
PARKS & RECREATION [6100]	GRD	BUDGET	REQUEST	FINAL
PARKS & RECREATION DIRECTOR	G19	1		1
PARKS & RECREATION MANAGER	G16	1		1
ADMINISTRATIVE ASSISTANT	G05	0	1	1
PARKS & RECREATION PROGRAM COORDINATOR	G09	1		1
PARKS & RECREATION COORDINATOR (SENIOR PROGRAMS)	G07	1		1
ATHLETIC COORDINATOR	G08	2		2
PARKS MAINTENANCE WORKER	G03	2		2
RECREATION SPECIALIST (PART-TIME)	G02	1		1
TOTAL POSITIONS		9	1	10

CITY OF FAIRBURN
 FY25 Department
 Budgeted Position Summary
 Effective August 1, 2024
(Pending Approval of FY25 Budget Position Requests)

PARKS & RECREATION [6100] -Seasonal	GRD	BUDGET	REQUEST	FINAL
ACQUATICS SUPERVISOR	SEA	1		1
CREW LEADER	SEA	0	2	2
LIFEGUARD	SEA	9		9
PARKS MAINTNEANCE WORKER - SEASONAL	SEA	1		1
POOL ATTENDANT	SEA	8		8
TOTAL POSITIONS		19	2	21

PLANNING & ZONING [7400]	GRD	BUDGET	REQUEST	FINAL
PLANNING & ZONING DIRECTOR	G19	1		1
PLANNING & PERMIT COORDINATOR	G07	1		1
PLANNER	G10	1		1
TOTAL POSITIONS		3	0	3

POLICE [3200] - SWORN	GRD	BUDGET	REQUEST	FINAL
POLICE CHIEF	G20	1		1
POLICE DEPUTY CHIEF	P09	1		1
POLICE CAPTAIN	P08	2		2
POLICE LIEUTENANT	P07	5		5
POLICE SERGEANT	P06	7	1	8
POLICE CORPORAL	P05	6		6
POLICE DETECTIVE	P04	4		4
SENIOR POLICE OFFICER	P03	5	2	7
POLICE OFFICER	P02	17	1	18
TOTAL POSITIONS		48	4	52

POLICE [3200] - CIVILIAN	GRD	BUDGET	REQUEST	FINAL
ACCREDITATION COORDINATOR	G13	1		1
POLICE ADMINISTRATIVE CLERK	G05	2		2
PROPERTY & EVIDENCE TECHNICIAN	G07	1		1
GCIC COORDINATOR	G06	1		1
POLICE BUDGET/PURCHASING ASSISTANT	G06	1		1
TOTAL POSITIONS		6	0	6

PUBLIC WORKS [4100]	GRD	BUDGET	REQUEST	FINAL
PUBLIC WORKS DIRECTOR	G20	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
CITY ENGINEER	G18	0	1	1
EROSION CONTROL/DEVELOPMENT INSPECTOR	G08	2		2
TOTAL POSITIONS		4	1	5

RISK MANAGEMENT [1570]	GRD	BUDGET	REQUEST	FINAL
SAFETY & RISK MANAGER	G16	0	1	1
SAFETY & RISK MANAGEMENT COORDINATOR	G08	0	1	1
TOTAL POSITIONS		0	2	2

CITY OF FAIRBURN
 FY25 Department
 Budgeted Position Summary
 Effective August 1, 2024
(Pending Approval of FY25 Budget Position Requests)

UTILITIES ADMINISTRATION [4610]	GRD	BUDGET	REQUEST	FINAL
UTILITY DIRECTOR	G20	1		1
UTILITY OPERATIONS MANAGER	G17	1		1
UTILITY FINANCIAL ADMINISTRATOR	G17	1		1
UTILITY DATA & COLLECTION SPECIALIST	G12	1		1
ADMINISTRATIVE ASSISTANT	G05	1		1
SENIOR CUSTOMER SERVICE REPRESENTATIVE	G06	1		1
CUSTOMER SERVICE REPRESENTATIVE	G04	2		2
UTILITY BILLING CLERK	G06	2		2
SENIOR UTILITY REVENUE CLERK	G07	1		1
UTILITY REVENUE CLERK	G05	2		2
UTILITY COORDINATOR	G07	1		1
SENIOR METER READER	G04	1	-1	0
METER READER	G02	3	-3	0
TOTAL POSITIONS		18	-4	14

WATER & SEWER [505]	GRD	BUDGET	REQUEST	FINAL
UTILITY MANAGER - WATER & SEWER	G18	1		1
WATER SUPERINTENDENT	G17	1		1
FOG COMPLIANCE INSPECTOR	G08	1		1
HEAVY EQUIPMENT OPERATOR	G07	1		1
BACKFLOW TECHNICIAN	G08	0	1	1
UTILITY MAINTENANCE WORKER I	G02	1		1
UTILITY MAINTENANCE WORKER II	G03	2		2
UTILITY MAINTENANCE WORKER III	G04	2		2
SENIOR UTILITY MAINTENANCE WORKER	G13	1	0	1
SENIOR METER READER	G04	0	1	1
METER READER	G02	0	3	3
TOTAL POSITIONS		10	5	15

CITY OF FAIRBURN
 FY25 Department
 Budgeted Position Summary
 Effective August 1, 2024
(Pending Approval of FY25 Budget Position Requests)

FY25 DEPARTMENT POSITION SUMMARY			
DEPARTMENT NAME	BUDGET	REQUEST	FINAL
MAYOR & COUNCIL [1110]	8		8
BUILDING OPERATIONS [1565]	7	-1	6
CITY CLERK [1310]	3		3
CITY MANAGER [1320]	3		3
CODE ENFORCEMENT [7200]	6		6
COMMUNICATIONS [3385]	0	2	2
ECONOMIC DEVELOPMENT [7500]	2	1	3
ELECTRICITY [510-4610]	7	2	9
FINANCE [1510]	8		8
FIRE [3500]	57	2	59
GENERAL SERVICES [4200]	19		19
GARAGE [4900]	2	1	3
HUMAN RESOURCES [1540]	4	1	5
INFORMATION TECHNOLOGY [1535]	3		3
MAIN STREET [7550]	1		1
MUNICIPAL COURTS [2650]	4		4
PARKS & RECREATION [6100]	9	1	10
PLANNING & ZONING [7400]	3		3
POLICE [3200] - SWORN	48	4	52
POLICE [3200] - CIVILIAN	6		6
PUBLIC WORKS [4100]	4	1	5
RISK MANAGEMENT [1570]	0	2	2
UTILITIES ADMINISTRATION [4610]	18	-4	14
WATER & SEWER [505]	10	5	15
TOTAL REGULAR POSITIONS	232	17	249
PARKS & RECREATION [6100] - SEASONAL	19	2	21
TOTAL SEASONAL POSITIONS	19	2	21



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Kroger Co. National Opioid Settlement Agreement

ITEM TYPE: Other

SUBMITTED: 09/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: City Attorney

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To decide whether to participate in the proposed settlement before the September 11, 2024 deadline.

HISTORY:

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

FACTS AND ISSUES:

A proposed nationwide settlement agreement has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of a Resolution authorizing the City of Fairburn to accept the terms of a new settlement in "In re: National Prescription Opiate Litigation": to authorize the Mayor to execute all documents necessary to effectuate the City of Fairburn's participation in the settlement; to provide an effective date; and for other related purposes.

ATTACHMENTS:

1. Resolution Authorizing Participation in New National Opioid Settlement_with Exhibit_09.09.24

1 STATE OF GEORGIA
2 COUNTY OF FULTON

RESOLUTION NO: _____

3 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ACCEPT THE**
4 **TERMS OF A NEW SETTLEMENT IN IN RE: NATIONAL PRESCRIPTION OPIATE**
5 **LITIGATION; TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS**
6 **NECESSARY TO EFFECTUATE THE CITY OF FAIRBURN'S PARTICIPATION IN**
7 **THE SETTLEMENT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER**
8 **RELATED PURPOSES.**

9 **W I T N E S S E T H:**

10 **WHEREAS**, the City of Fairburn, Georgia (hereinafter the "City") is a municipality
11 organized and existing under the Constitution and laws of the State of Georgia; and

12 **WHEREAS**, the Mayor and City Council of the City is the governing authority of the
13 City (the "Governing Authority"); and

14 **WHEREAS**, the people of the State of Georgia and its communities have been harmed by
15 misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid
16 Pharmaceutical Supply Chain; and

17 **WHEREAS**, the State of Georgia, through its Attorney General, and certain Local
18 Governments, through their elected representatives and counsel, are separately engaged in
19 litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the
20 damage caused by their misfeasance, nonfeasance, and malfeasance; and

21 **WHEREAS**, the State of Georgia, through its Governor and Attorney General, and its
22 Local Governments share a common desire to abate and alleviate the impacts of that misfeasance,
23 nonfeasance, and malfeasance throughout the State of Georgia; and

24 **WHEREAS**, the State and its Local Governments, subject to completing formal
25 documents effectuating the Parties Agreements, have drafted and Henry County has adopted, and
26 hereby reaffirms its adoption of, a Georgia Memorandum of Understanding ("MOU") relating to
27 the allocation and the use of the proceeds of any potential settlements described; and

28 **WHEREAS**, the MOU has been collaboratively drafted to maintain all individual claims
29 while allowing the State and Local Governments to cooperate in exploring all possible means of
30 resolution; and

31 **WHEREAS**, the Governing Authority of the City, understands that an additional purpose
32 of the MOU is to create an effective means of distributing any potential settlement funds obtained
33 under the MOU between the State of Georgia and Local Governments in a manner and means that
34 would promote an effective and meaningful use of the funds in abating the opioid epidemic
35 throughout Georgia, as well as to permit collaboration and explore potentially effectuation earlier
36 resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

37 **WHEREAS**, nothing in the MOU binds any party to a specific outcome, but rather, any
38 resolution under the MOU requires acceptance by the State of Georgia and the Local Governments;
39 and

40 **WHEREAS**, a settlement proposal has been presented to the State of Georgia and Local
41 Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the
42 "Settling Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil
43 Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. ("Janssen") to resolve
44 governmental entity claims in the State of Georgia using the structure of the MOU and consistent
45 with the material terms of the July 21, 2021 proposed National Opioid Settlement Agreements;
46 and

47 **WHEREAS**, a new proposed national opioids settlement ("New National Opioids
48 Settlement") has been reached with Kroger Co. (the "Settling Defendant"); and

49 **WHEREAS**, the opportunity to participate in the New National Opioids Settlement with
50 the new Settling Defendant Kroger Co. requires new documents to sign and return to join in the
51 new national opioid settlement with Kroger; and

52 **WHEREAS**, the Governing Authority in the exercise of their sound judgment and
53 discretion, after giving thorough thought to all implications involved, and keeping in mind the
54 public interest and welfare of the citizens of the City, have determined it to be in the best interest
55 of the citizens of the City for the City to agree to the material terms of the proposed New National
56 Opioid Settlement Agreements with the New Settling Defendant Kroger Co. and desires to
57 participate in the new settlement.

58 **NOW THEREFORE BE IT RESOLVED** that the Mayor and City Council hereby
59 accepts the Proposed Settlement on behalf of the City pursuant to the terms of the Georgia MOU.

60 **BE IT FURTHER RESOLVED**, that it is found and determined that all formal actions
61 of the Mayor and City Council relating to the adoption of this resolution were adopted in an open
62 meeting of this Board, and that all deliberations of this Board and any of its committees that
63 resulted in such formal action, were undertaken in compliance with all legal requirements.

64 **BE IT FURTHER RESOLVED**, that this Resolution is hereby declared to be a
65 reasonable and appropriate measure, necessary for the preservation of the public peace, health,
66 welfare and safety of Henry County, Georgia and its citizens. The reason for the emergency is to
67 ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Georgia.

68 **BE IT FURTHER RESOLVED**, that the Mayor is authorized and directed to execute,
69 on behalf of the City the MOU and such other Memorandums, Participation Agreements and other
70 instruments as are necessary and appropriate to achieve the purposes set forth herein, including
71 but not limited to those attached hereto as Exhibit "A" and incorporated herein by this reference.

72 **BE IT FURTHER RESOLVED**, in the event any section, subsection, sentence, clause,
73 or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such
74 adjudication shall in no manner affect the previously existing provisions of the other sections,
75 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and
76 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or

77 unconstitutional were not originally a part thereof. The City Council declares that it would have
78 passed the remaining parts of this Resolution if it had known that such part or parts hereof would
79 be declared or adjudicated invalid or unconstitutional.

80 **BE IT FURTHER RESOLVED**, this Resolution shall become effective immediately
81 upon signature by the Mayor.

82 **BE IT FINALLY RESOLVED**, that any and all resolutions in conflict with this
83 Resolution be and the same are hereby repealed, only to the extent of such conflict.

84 This 9th day of September, 2024.

85 _____
86 Mario B. Avery, Mayor

87 ATTEST: APPROVED AS TO FORM:

88 _____
89 Brenda B. James, City Clerk Rory K. Starkey, City Attorney

90 (SEAL)

EXHIBIT “A”

DOCUMENTATION TO PARTICIPATE IN

THE NEW NATIONAL OPIOIDS SETTLEMENT

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Fairburn city, GA
Reference Number: CL-790747

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 11, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Georgia is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.
- The *Memorandum of Understanding* for the Kroger settlement for subdivisions to execute through the DocuSign process.

The *Participation Form* must be executed, without alteration, and submitted on or before September 11, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before September 11, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by

participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on September 11, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Melissa M. Devine at the Georgia Attorney General's Office at (404) 458-3765 or mdevine@law.ga.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: City of Fairburn	State: GA
Authorized Signatory: Mario B. Avery	
Address 1: 314 NW Broad Street	
Address 2:	
City, State, Zip: Fairburn, GA 30213	
Phone: 770-964-2244	
Email: mayoravery@fairburn.com	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

On March 22, 2024, The Kroger Co. (“Kroger”) agreed to a national settlement framework (the “Opioid Settlement”) that the State of Georgia and LGs are eligible to join.

During April 2024, the State entered into the Opioid Settlement. The LGs have until August 12, 2024 to opt in to the Opioid Settlement.

This Memorandum of Understanding (“Memorandum” or “2024 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlement to remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlement as defined in this 2024 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlement.
- d. “Opioid Settlement” means the Kroger Opioid Settlement dated March 22, 2024.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the Opioid Settlement, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the Opioid Settlementthat choose to sign on to the Opioid Settlement and this Memorandum.
- g. “Released Entities” means the entities defined as such in the Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a Settlement Fund Administrator as defined in the Opioid Settlement and distributed pursuant to the Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in the Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in the Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in the Opioid Settlement, at least 1% of the Opioid Funds paid to that county under the terms of the Opioid Settlement in which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.
- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlement and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU, and this 2024 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2024 MOU as under the 2022 MOU, including reporting requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

- a. With the exception of administrative expenses as allowed under the Opioid Settlement, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlement, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlement, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.

- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlement.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.
- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.

- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Fund Administrator and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.
- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2024 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that the Opioid Settlement is a state-



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in
(1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlement, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require th



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.

- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to the Opioid Settlement in the event the Opioid Settlement is terminated by the parties to it.
- e. By entering into this Memorandum, a local government agrees to participate in the Opioid Settlement.
- f. If less than 65% of the litigating LGs participate in the Opioid Settlement, this Memorandum is voidable by the State.

* * * * *



Settlement Document
Binding on State of Georgia When Executed by Georgia AG / Governor

ATTACHED EXHIBITS:

EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
BOUND TO MEMORANDUM OF
UNDERSTANDING



Settlement Document

Binding on State of Georgia When Executed by Georgia AG / Governor

EXHIBIT 1

**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below- referenced entity, acknowledges the following:

- Fairburn city has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlement with The Kroger Co.**
- The undersigned is a duly-appointed representative of Fairburn city, and has the authority to execute this document and bind Fairburn city to the Memorandum.
- Fairburn city is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf Fairburn city, understands and acknowledges the terms of the Memorandum, and Fairburn city agrees to be bound by its terms.
- No party is under duress or undue influence.

Signature: _____

Name: _____

Title: _____

Date: _____

Entity: City of Fairburn, GA

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____





CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Revised City of Fairburn Travel Policy

ITEM TYPE: Other

SUBMITTED: 09/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: N/A

PUBLIC HEARING: No

PURPOSE:

To update the lodging expense section of the city's travel policy as it relates to the 50-mile radius lodging accommodation.

HISTORY:

The current City of Fairburn Travel Policy was approved by Mayor and Council on Monday, April 25, 2022. The policy was created utilizing state and federal travel guidelines.

FACTS AND ISSUES:

Section 3.1 Lodging Expense (Page 12 of the City of Fairburn Travel Policy)

This section is revised to allow elected officials to receive lodging accommodation when traveling on city business within a 50-mile radius of the City of Fairburn.

FUNDING SOURCE:

N/A

RECOMMENDED ACTION:

Request Mayor and Council approval of the revised City of Fairburn Travel policy.

ATTACHMENTS:

1. City of Fairburn Travel Policy as amended_09.09.24

City of Fairburn Travel Policy Manual



City of Fairburn

TABLE OF CONTENTS

Introduction	3
General Provisions	4
Policies Applying to All Travel Expenses	4
Section One: Air Travel	7
1.1 Booking	7
1.2 Lowest Logical Airfare	7
1.3 Business and First-Class Tickets	7
1.4 International Travel	8
1.5 Advance Booking	8
1.6 Connecting Flights	8
1.7 Cancellations	8
1.8 Exchanges	8
1.9 Baggage Charges	8
1.10 Other Expenses	9
1.11 Private Aircraft	9
Section Two: Ground Transportation and Car Rental	10
2.1 Ground Transportation	10
2.2 City Vehicle	10
2.3 Personal Automobile	10
2.4 Other Transportation	11
2.5 Mileage Reimbursement	11
Section Three: Lodging	12
3.1 Lodging	12
3.2 Cancellation	12
3.3 Conference Lodging	13
Section Four: Meals and Incidental Travel Expenses	14
4.1 General	14
4.2 Meal Per Diem During Non-Overnight Travel	14
Section Five: Miscellaneous Travel Expenses	15
Section Six: Payment Methods	17
6.1 City Credit Cards	17
6.2 Travel Advances	17
6.3 Other Payments	17

City of Fairburn

INTRODUCTION

Purpose

The purpose of the City of Fairburn Travel Policy (hereinafter called “Policy”) is to provide guidelines to city employees, consultants, and city officials (collectively, “City/Cities”) for payment of travel expenses in an efficient, cost-effective manner, and to enable city travelers (hereinafter called “Travelers”) to successfully execute their travel requirements at the lowest reasonable costs, resulting in the best value for the City. Teleconferencing instead of travel should be considered when appropriate and possible. The traveler is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

The Policy is based on travel industry best practices and with total cost management in mind. As such, it is important for Travelers to understand the intent of the Policy and work with their management to ensure compliance when traveling for work.

Authority

City of Fairburn rules and regulations governing travel. The Mayor in cooperation with City of Fairburn Council Members is authorized to and shall adopt rules and regulations governing in-state and out-of-state travel and travel reimbursement that promote economy and efficiency in city government and which treat employees fairly and equitably.

Applicability

This Policy applies to all city employees, consultants, and city elected officials. If this Policy does not specifically discuss procedures applicable to the City, in order to be in compliance with the Policy, the City should establish procedures that ensure compliance. For personnel with disabilities, the City has authority to provide reasonable accommodations during travel on official city business. Decisions regarding specific situations not addressed by this Policy shall be made and documented by the City.

Compliance and Accountability

Throughout the Policy, the words “may”, “must” and “should” are used. When the term “may” is used, the Traveler may comply with the stated direction or they may choose not to comply based on the need of the City and the Traveler. When the term “must” is used, the City nor the Traveler has the authority to deviate from the specific policy/procedure. When the term “should” is used, the City and the Traveler are expected to follow the policy/procedure as written and are required to justify any departures from such policy/procedure when the specifics of the situation indicate an alternate procedure is a reasonable departure from the recommended policy/procedure. All Travelers are required to follow the minimum guidelines outlined in the Policy.

Periodically, the Mayor and City Council may perform a review of the city’s travel records to ensure compliance with all aspects of this Policy. This Policy may be revised based on the results found during the reviews. Dependent on the nature of the findings, appropriate and progressive sanctions for misuse will be implemented. All travel claims are subject to detailed audits conducted by the Finance Department.

City of Fairburn

GENERAL PROVISIONS

A necessary expense is one for which there exists a clear business purpose and is within the cities' expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure, including a list of attendees, if appropriate, their purpose for attending, business topics discussed, and/or how the expenditure benefited the city. Establishing policies and procedures for travel expenses enables the City of Fairburn to effectively comply with federal and state regulations. This Policy is intended to be a comprehensive guide for the planning and reimbursement of all city-approved travel expenses. There are several key points to remember when incurring expenses on behalf of the city:

- Under no circumstances should a Traveler approve their own expense report. Staff should not approve the expense reports of a person to whom they functionally or administratively report.
- All expense reports must be submitted by the Traveler who incurred the expense or administrative staff for executive leadership, Mayor and Council.
- A large number of exceptions or Policy violations will increase the likelihood of expense report audits.
- The City of Fairburn will not reimburse Travelers for personal expenses.

POLICIES APPLYING TO ALL TRAVEL EXPENSES

A. Approval and Authorization

A Traveler's immediate supervisor or higher administrative authority must approve a travel expense report and forward to the Finance Department for final approval before reimbursement will be issued. The approver should be at a higher level of authority that is able to determine the appropriateness and reasonableness of the expenses.

B. Role of the Approver

By approving travel expenses, the approver is attesting that they have thoroughly reviewed each transaction and the supporting documentation and have verified that all transactions are allowable expenses. The approver is the "check" in the expense reporting process to identify potential and/or actual errors in expense reporting and is equally accountable for all expenditures. The approver role should be assigned to an individual who can judge the business appropriateness of each expenditure.

Each transaction must be consistent with departmental budgetary guidelines. The approver may be required to ensure the correct funding sources are charged according to city procedure and in keeping with proper fiscal stewardship.

Should expenses not meet approval guidelines, the approver should deny the request. Denied expenses will be considered a personal expense to the Traveler and will be processed in accordance with the policies, herein. City approvers will deny the expense by comment and return the expense report to the Traveler for correction.

By approving a Traveler's expense submission, approvers are certifying:

- Appropriateness of the expenditure and reasonableness of the amount requested;

City of Fairburn

- Compliance with city regulations and city reimbursement policies; and
- Completeness and accuracy of documentation.

C. Business Purpose Justification and Explanation Statements

In cases where a submitted expense does not conform to Policy, or if a receipt is lost or missing, an explanation is required when submitting the expense. Comments must be provided explaining why this exception to the Policy was necessary and, if applicable, describe the missing documentation. The Traveler's immediate supervisor or higher administrative authority must approve these statements.

D. Internal Revenue Service Requirements

In order for travel advances and reimbursements of travel expenses to be excluded from a Traveler's taxable income, the cities' travel policies must meet the Internal Revenue Service (IRS) requirements for an "Accountable Plan." In general, the City Travel Policy has been developed with the IRS Regulations as its primary payment framework; accordingly:

- Advances and reimbursements must be reasonable in amount, must be made for travel only, must be in line with actual costs incurred and must be within Policy limitations. Expenses that do not comply with Policy guidelines will be the obligation of the Traveler that incurred the expense.

Policy requires that Travelers submit expenses via expense reimbursement forms substantiating the amount, date, use and business purpose, ideally within 10 days, but no later than 45 calendar days after completion of the trip or event. Expenses submitted in excess of 60 calendar days may not be reimbursed. Expenses submitted more than 60 calendar days after completion of the trip or event, if reimbursed, should be included in the Traveler's IRS Form W-2 as taxable income.

- Policy requires that travel expenses associated with advances must be reconciled, substantiated, submitted, and approved as soon as possible, but no later than 45 calendar days after completion of the trip or event. Any portion of an advance that was not used must be returned to the city within this same timeframe.

Travel expenses, related to an advance, which are reconciled, substantiated, submitted, and approved more than 60 days after the conclusion of the travel or event should be included in the Traveler's IRS Form W-2 as taxable income.

Advance amounts in excess of substantiated travel expenses that are not returned to the city within 120 days after the trip should also be included in the Traveler's IRS Form W-2 as taxable income.

- A Traveler's commuting miles are considered personal mileage and, as such, are not reimbursable. Thus, when a Traveler attempts to claim reimbursement for their personal commuting mileage, the total amount of commuting Miles (one-way or round trip) must be deducted when calculating total mileage reimbursement. Commuting miles is defined as the actual mileage travelled by the Traveler between their Residence and Primary Workstation. If a Traveler's travel begins or ends at their Primary Workstation AND they are not attempting to claim their Commuting Miles between Residence and Workstation or vice versa, then Commuting Miles would not be deducted. The Finance

City of Fairburn

Department is responsible for implementing internal monitoring processes to ensure compliance with these IRS regulations.

E. Documentation and Receipt Requirements

IRS requirements are met with the submission of approved expenses on the expense reimbursement forms. The overall, specific business purpose of the trip should clearly be stated on expense submissions. Business purpose should include information such as:

- People involved
- Business topics covered
- Brief explanation of duties performed

Required receipts must be attached, receipts must contain appropriate detail, including starting and ending destinations, hotel charges, and detailed item charges (credit card signature copies without detail are not acceptable). A specific business purpose for the expenditure must be noted on every expense submitted. Note that receipts are not required for meals per diem. Valid, unaltered receipts are required for the following:

- Air, lodging, rental cars and rail (such as Amtrak, etc.)
- Visa/Passport fees
- Conference registration fees
- Itemized receipts equal to or above \$25 (Expenses over the threshold should not be approved if a required receipt is missing)

City of Fairburn

SECTION ONE: AIR TRAVEL

1.1 Booking

Travelers are responsible for booking their own flights. Executive Assistants, Administrative Assistants, and City Clerk can book flights on behalf of Executive Management, Mayor and Council. Travelers who are combining personal travel with business travel may only do so when the personal portion does not add any cost to the city. Travel arrangements must be made to accommodate the business duties of the Traveler and not their personal preference.

Airfare tickets are not eligible for reimbursement for personal, companion or partner/spouse/family travel. Accordingly, persons booking tickets for non-official business using city credit cards or funds will be subject to disciplinary action, up to and including termination, as well as reimbursement of the cost incurred for the airfare reservation.

Travelers must state the business reason for the need to alter the flight reservation, and the total cost of the flight should be evaluated and approved as reasonable by the approver when completing the final expense report submission.

1.2 Lowest Logical Airfare

Travelers on city business should always select the lowest priced airfare that meets their approved, most logical itinerary and is in compliance with Policy. Travelers are expected to use their best judgment to save on airfare costs, considering points of departure and destination, flight times and schedules, ground transportation, etc.

Travelers should use penalty or nonrefundable fares whenever feasible. If a refundable fare must be used, the difference in the cost of the flight must not exceed \$150. Lower cost flights should be chosen when they are within two hours before or after the preferred flight time. Lower cost fares that are declined should be related to the job functions of the traveler and justified with a written explanation attached to manual expense reimbursement forms.

Travelers on City business may not open and maintain frequent flyer/guest accounts with airlines, hotels, car rental companies, and other travel suppliers.

1.3 Type/Class of Ticket Allowable

Higher class/grade tickets, such as business class, premium select, business select, first class, and comfort are not reimbursable for domestic flights with the exception of travel to Alaska and Hawaii. Higher grade tickets are allowable for international travel when approved in advance by the respective Department head and Executive Management.

It is not permissible to confirm a higher fare for upgrade eligibility or for personal reasons. Upgrades at the City's expense are not permitted. However, upgrades may be purchased after the travel is booked at the Traveler's expense.

1.4 International Travel

Federal regulations require that U.S. carriers be used for foreign travel for trips funded by federally sponsored programs, unless a U.S. carrier is not available. The Traveler is responsible for knowing which visas and passports are needed. Associated costs and fees are reimbursable if the travel is required, and the Traveler does not currently possess the valid documents. Receipts must be included for reimbursement.

1.5 Advance Booking

Once travel dates have been confirmed, all flights should be booked at least 14 days, but no more than 30 days in advance, when practical. Flights booked within 30 days of travel help manage the city's cash flow and reduce the risk of potential change fees and administrative costs related to any subsequent change in travel plans.

Flights booked with less than 14 days advanced purchase are more expensive and require that a written explanation for the booking delay be provided to the approver. Approvers and/or Department Heads may deny charges and/or additional costs that result from last minute airline bookings.

1.6 Connecting Flights

Connecting flights should be chosen over nonstop flights when the connection does not add more than two hours to travel time and the connection saves \$200.00 or more. Travelers are not required to take a lower fare if a change of airline at the connection point is required.

1.7 Cancellations

It is the Traveler's responsibility to closely examine the cancellation/exchange rules and fees before purchasing a ticket (fees typically range from \$125 to \$250). If a trip is cancelled after a ticket has been issued, the airline reservation must be cancelled. If the airline reservation is not cancelled in a timely manner, any fees associated will be at the Travelers expense.

1.8 Exchanges

Unused tickets that are not used prior to their expiration lose their value. It is the Traveler's responsibility to use airline credits prior to expiration. Credits for cancelled tickets should be used as soon as possible. Most airlines require tickets to be exchanged and used within one year from original purchase date. Credits shall be used for the Traveler's next official business trip if the airline serves the destination.

1.9 Baggage Charges

Most airlines are now charging for checked luggage and for curbside check-in. In the event there is a charge for checking the Traveler's first piece of luggage, the City will reimburse for that charge. The City will not reimburse for anything other than the first piece of luggage unless an appropriate business purpose explanation is provided. Baggage charges incurred for excess weight will not be reimbursed, unless an appropriate business purpose explanation is provided.

1.10 Other Expenses

Charges for priority (reserved) seating are not reimbursable.

1.11 Private Aircraft

The use of aircraft owned, rented, or operated by a Traveler on city business is strongly discouraged. If it is determined that the use of this type of aircraft is advantageous (cost-efficient and practical) to the City, written pre-approval should be obtained and an explanation must be noted in the comments section of the Expense Report. The approval should be submitted with the Traveler's Expense Report. In the comments section of the Expense Report the employee should add the following comment "traveled by private aircraft; registration number NXXXX; mileage (as calculated from U.S. DOT website)."

Reimbursement for the use of private aircraft is calculated per mile based on the current reimbursement rate published by the U.S General Services Administration (GSA). For calculating the mileage between airports, please visit the U.S. Department of Transportation Inter-Airport Distance website. For trips using airports not listed on this website, a reasonable alternative should be used, e.g., an official highway map. Airplane nautical miles (NMs) should be converted into statute miles (SMs) or regular miles when submitting a voucher using the formula (1 NM equals 1.15077945 SMs).

Lodging and meal expenses en route will not be reimbursed if the expenses are a direct result of the decision to take a personal aircraft, rather than commercial aircraft.

If a Traveler opts to use a personal aircraft when use of commercial aircraft would be the most economical and advantageous for the City, the Traveler will be reimbursed up to the value of the commercial airfare (lowest coach fare).

SECTION TWO: GROUND TRANSPORTATION AND CAR RENTAL

2.1 Ground Transportation

The most cost-effective method of transportation that will accomplish the purpose of the travel should be selected. Travelers should use their own discretion when determining the most cost-effective ground transportation. Among the factors to be considered should be length of travel time, cost to operate a vehicle, cost and availability of common carrier services, etc.

Travelers are responsible for knowing which type of ground transportation is the least expensive in the area. In some areas, taxis, shuttles, mass transit, or ride share services may be the more economical alternative. In other areas, it may be more cost effective to rent a car. When renting a car, the Traveler should also consider the costs of parking fees and fuel.

When traveling by air or train, Travelers should use shuttle services, mass transit or ride share services when such options are available and less expensive than other means of ground transportation.

2.2 City Vehicle

When practical, employees or city officials shall utilize city vehicles for travel. The following rules apply to city vehicle use:

- Travel should not normally exceed one (1) day, eight (8) hours, of driving time. (Exception – two or more employees/officials traveling to the same destination.)
- Dependents of employees/officials traveling should not travel in city vehicles.
- City vehicles shall not be used for personal travel while at the destination.

2.3 Personal Automobile

Reimbursement for business use of a personally owned vehicle is calculated per business-use mile, from point of departure to point of arrival, including any way points and deducting actual commute mileage, as applicable. Reimbursement rates are based on the current federal reimbursement rate. Use of a personal vehicle for city business must have written approval of the employees' supervisor or Mayor or City Administrator if the employee/official desires reimbursement for mileage. Use of a personal vehicle for travel on official business may be approved under the following circumstances:

- City vehicle is not available.
- The employee/official desires the accompaniment of a family member or is taking vacation in conjunction with official travel.
- It is cost effective to do so (see mileage reimbursement).
- If two or more employees or city officials attend the same training / conference, every attempt should be made to arrange for carpooling to avoid unnecessary costs to the city.

2.4 Other Transportation

The most reasonable and customary means of transportation should be used when traveling. The city will reimburse for shuttle, rideshare or taxi fares to and from airports and railroad stations when such service is not included in air and rail fares. Fares between business meetings while in travel status are also reimbursable. The City will reimburse tips for shuttle, taxi, or ride share services, up to 20% of the total fare cost. Approvers should review these expenses prior to approving.

2.5 Mileage Reimbursement

The City of Fairburn is authorized to reimburse employees and officials for the use of their privately owned automobile in the conduct of necessary and official business if this expense has not been placed on a city credit card. This reimbursement is for “point to point” travel, which is defined as travel from one city or town to another, or from a business location to another business location.

Point to point mileage as determined from standard highway guides for trips, from private residence or work location to destinations in cities or towns not adjacent to the city limits of Fairburn, will be used to reimburse mileage claims. The standard highway guide used to ascertain the point-to-point mileage is a website suggested by the State Department of Transportation “<http://www.mapquest.com>”.

In Order to be reimbursed for mileage expense, an expense report must be completed, approved, and submitted to the Finance Department. An attachment of the MapQuest print out must accompany the expense report. Reimbursement rates will be determined from guidelines established by the Internal Revenue Services (IRS). This can be found at “irs.gov”.

SECTION THREE: LODGING

3.1 Lodging Expense

The Traveler should select the least expensive option available taking into consideration proximity to the business destination and personal safety. The Traveler or the travel arranger must inquire about the government rate availability, or the conference lodging rate, and select the lowest available rate. When the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate, if available.

Travelers on city business are allowed lodging expenses when their destination is located more than 50 miles from their work station **and** they are away for more than twelve (12) hours. Lodging within a 50 mile radius from your workstation is prohibited; **provided, however, that the distance restriction does not apply to the Mayor or members of City Council traveling on City business.**

Reasonable lodging expenses are reimbursed at actual cost. All lodging claims must be documented with receipts and must be at a business that offers lodging to the general public, such as a hotel or motel, NOT a private residence. **Lodging rentals obtained through vacation rental marketplaces such as Airbnb, HomeAway, and Vrbo are not considered commercial lodging facilities and should not be used while in travel status.**

When lodging is shared, the Traveler paying for the lodging seeks reimbursement for the full expense. Upgraded room accommodations that incur an additional charge are not allowed. A complimentary upgrade should be noted on the expense report. Mandatory resort fees are reimbursable as lodging expenses.

The City will not pay hotel/motel taxes. Employees or city officials must present the hotel/motel tax exemption form, as well as sales tax exempt form upon check-in to avoid being charged taxes. If a reservation is made via telephone or fax, the person making the reservation must advise the hotel/motel of tax-exempt status. If lodging has been charged to a city credit card, no reimbursement will be considered.

3.2 Cancellation

Travelers should not book nonrefundable rates or rates that require a deposit unless required by conference lodging.

It is the Traveler's or arranger's responsibility to understand the cancellation rules of the room confirmed. No-show charges and penalties will not be reimbursed when the Traveler does not cancel reservations within the allotted time. Nonrefundable rates cannot be changed or cancelled; therefore, the Traveler is accepting the risk of a non-reimbursable cancellation fee.

In a case where all efforts have been taken, and a fee is still charged, an explanation must be provided when submitting the Traveler's expense report in order for the fee to be reimbursed.

3.3 Conference Lodging

Travelers who stay at a hotel/motel that is holding a scheduled meeting or seminar may incur lodging expenses that exceed the rates generally considered reasonable. The higher cost may be justified to avoid excessive transportation costs between a lower cost hotel/motel and the location of the business function. When the conference/business function does not have an official hotel, the Traveler is required to obtain a property within reasonable proximity.

SECTION FOUR: MEALS AND INCIDENTAL TRAVEL EXPENSES

4.1 General

Generally, meals are reimbursable on a per diem basis (not actual expenses) for overnight official business travel outside the Traveler's primary work assignment. When filing an expense report the travel allowance functionality will assist the Traveler in obtaining the proper per diem amounts based upon travel to specific cities. Per Diem expenses do not require receipts to be provided.

Reasonable incidental travel expenses, also known as incidentals, are reimbursed separately from Per Diem Rates for In-State or Out-of-State travel; incidental travel expenses are included in International Per Diem Rates and are not separately reimbursed.

A) **In-state and Out-of-state travel per diem rates** include the cost of meals, taxes and tips on meals and follows the appropriate GSA per diem rates for a given geographical area. These rates, as well as a breakdown by meal, can be found on the GSA website "<https://www.gsa.gov/travel/plan-book/per-diem-rates>".

B) **International per diem rates** include the cost of meals, taxes, tips on meals and other travel incidental expenses and follows the appropriate GSA per diem rates for a given geographical area. (Incidentals are included in the per diem rates.) These rates, as well as a breakdown by meal, can be found on the GSA website.

4.2 Meal Per Diem During NON-OVERNIGHT Travel

Travelers on City business will receive the total eligible per diem allowance for that day.

City of Fairburn

SECTION FIVE: MISCELLANEOUS TRAVEL EXPENSES

Reimbursable expenses while on official travel status include, but are not limited to, the following:

- Baggage handling services, not including tips
- Business office expenses (copy services, postage, and supplies)
- Business related phone calls, faxes, and internet usage charges and fees
- Conference/Registration fees
- Costs related to passports and travel visas, when necessary to accomplish the official business purpose of the trip
- Costs related to vaccinations required and/or recommended for international business travel
- Currency conversion fees
- Laundry or cleaning expenses on trips lasting seven (7) calendar days or more
- Reasonable incidental travel expenses, also known as incidentals, are reimbursed separately from Per Diem Rates for In State and Out of State travel
- Transportation costs from lodging or businesses to restaurants (domestic travel only)
- Shuttle, taxi, or rideshare service to and from airports when public transportation is not practical.
- Shuttle, taxi, or rideshare services between business meetings.
- Parking

Non-reimbursable expenses include, but are not limited to, the following:

- Airline, car, and card membership dues and club fees
- Airline reserved/priority seating fees
- Travel upgrade fees (air, rail, car)
- Alcoholic beverages
- Cigarettes, vaping, tobacco or other smoking paraphernalia
- Bank charges for ATM withdrawals, except on international travel
- Childcare costs
- Pet housing/boarding/sitting
- Clothing or toiletry items
- Commuting between Residence and Primary Workstation
- Country Club dues
- Expenses related to vacation or personal days taken before, during or after a business trip
- Haircuts and personal grooming
- Incidental travel expenses are included in International Per Diem Rates and are not separately reimbursed.
- Laundry, cleaning, pressing costs for trips of less than seven days
- Loss Damage Insurance
- Loss or theft of cash advance money or airline tickets
- Loss or theft of personal funds or property
- Lost baggage
- Luggage or briefcases
- Medical expenses while traveling (Exceptions may be made to accommodate ADA compliance)
- Mini-bar charges
- Movies

56 Malone Street Fairburn, Georgia 30213-1341

Phone: 770.964.2244 Fax: 770.969.3484

www.fairburn.com

City of Fairburn

- No-show/Cancellation fees or fees related to hotel late check-out (unless business or weather related)
- Personal reading materials (magazines, newspapers, etc.)
- Personal vehicle maintenance (including car washes)
- Personal entertainment
- Personal Pet care
- Recreational expenses
- Rental vehicle maintenance (including car washes)
- Saunas, massages
- Shoeshines
- Souvenirs or personal gifts
- Tips covered by per diem allowances
- Traffic citations (moving violations), parking tickets, court fees and other fines
- Travel accident insurance premiums
- TSA PreCheck application fee for airport pre-screening convenience service
- Valet services for parking, when self-parking options are available, unless there are valid security reasons
- Hotel Incidentals

City of Fairburn

SECTION SIX: PAYMENT METHODS

6.1 City Credit Cards

Employees or city Officials that have a city credit card may use their government issued card for travel expenses. Upon returning from travel, an expense report with all receipts and documentation must be submitted to the Finance Department within seven (7) business days.

6.2 Travel Advances

To acquire a cash advance, the approval process must be followed. The cash advance form must be submitted a minimum of fourteen (14) days prior to travel to the Finance Department for processing. Cash advances will be allocated seven days prior to travel and not before.

Upon returning from travel, an expense report with all receipts and documentation must be completed and submitted to the Finance Department within seven (7) business days. If expenses should exceed the cash advance, a written explanation must be attached to the expense report for consideration of reimbursement. If expenses are less than the daily cash advance, the employee or city official will be required to reimburse the city the difference.

In general, a Traveler should have only one travel advance outstanding at a time. However, in certain business cases (such as having multiple advances issued to accommodate continuous business travel), it may be necessary to have more than one outstanding advance.

6.3 Other Payment Methods

Personal credit cards or cash should be used for reimbursable travel expenses not covered in section 6.1 and 6.2.

Employees or city officials who incur reimbursable out-of-pocket expenses while traveling may submit these for reimbursement. Receipts must be attached to the expense report, which must be signed by the Department Head or Mayor, or City Administrator and submitted to the Finance department within seven (7) business days.

This travel policy, as amended, was adopted on September 9, 2024, by Mayor and Council.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Approval of the Fulton County Arts Council Contract for Services Agreement between Fulton County and the City of Fairburn

ITEM TYPE: Agreement

SUBMITTED: 09/04/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: Economic Development

BUDGET IMPACT: \$22,500 (City's Match Requirement)

PUBLIC HEARING: No

PURPOSE:

To present the Fairburn Third Friday on Main Street cultural events targeting residents within the South Fulton region.

HISTORY:

The Mayor and City Council approved Fairburn Third Fridays in May 2021 to promote local businesses and help increase foot traffic in the downtown district. Since its inception, the concert series has grown in scale related to production, promoting local businesses, and enhancing the city's tourist position with increased crowds; during FY2024, attendance averaged approximately 1,500 - 2,000 people per concert, with more than 130 businesses and vendors participating annually.

FACTS AND ISSUES:

The City of Fairburn applied for a grant with the Fulton County Arts Council Contract for Services on January 18, 2024, to assist with costs associated with producing the 2024 Fairburn Third Friday Concert Series. The Fulton County Arts Council announced on July 10, 2024, at the Fulton County Board of Commissioners meeting, approval of the 2024 Contracts for Services awards. The award amount for the City of Fairburn is \$22,500 and covers the contract period beginning January 1, 2024 and ending December 31, 2024.

The Third Friday on Main Street events are intended to serve Fairburn residents and visitors. Fairburn has nearly 17,000 residents as of 2022, triple the size from 2000. Forty percent of residents are 25 and younger, and 16% of residents are 55 and older. The community's racial breakdown is 75% African American, 15% White, and 12% Hispanic. Nearly 10% of the city's residents are foreign.

The Third Friday series is designed to appeal to and attract diverse audiences, with various music and

performance options - from R&B and Rap to Jazz and Jazz Piano, to Gospel and Soul - as well as food and other business vendors. Our Juneteenth Cultural Celebration features dance performances by South Fulton Studios, a theatrical performance by True Colors, and an African drumming performance. The Hispanic Heritage Festival highlights Brazilian, Caribbean Jazz, Merengue, and Cuban performers. The festival also features a kid zone to bring in families with children of all ages. Our Taste of SoFu event, is a collaboration with cities throughout South Fulton, held in April, to showcase area restaurants and cultural cuisine from around South Fulton.

FUNDING SOURCE:

Special Projects/Events: 100-7550-52-1210.

RECOMMENDED ACTION:

Request Mayor and Council approval to execute the Contract For Services (CFS) agreement between Fulton County, Georgia and the City of Fairburn.

ATTACHMENTS:

1. City of Fairburn - CONTRACT FOR SERVICES AGREEMENT

CONTRACT FOR SERVICES AGREEMENT BETWEEN FULTON COUNTY, GEORGIA AND *City of Fairburn*

THIS CONTRACT FOR SERVICES, is made and entered into on this 10 day of July, 2024, between **FULTON COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as “County”) and **City of Fairburn**, (hereinafter referred to as the “Contractor”), authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the Fulton County Arts Council (“Arts Council”) was created by the Fulton County Board of Commissioners (“BOC”) on October 17, 1979, to advise the BOC about the expenditure of funds in support of the arts, determine the needs of the arts and to review and channel arts programs and contracts in Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contract for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such persons; and

WHEREAS, the Contractor has submitted to the Fulton County Department of Arts & Culture (“FCAC”), an application for County funding and the Arts Council has recommended that this funding be made available by the BOC; and

NOW, THEREFORE, in consideration of the mutual covenants, the sums recited, performance of services described, and for other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Unless modified in writing by both Parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. The Contractor agrees and obligates itself to perform faithfully, as provided in the application submitted in accordance with FCAC Guidelines (which are incorporated by reference as if fully set forth herein). The Contractor further agrees to comply with the terms of this Contract for Services and its conditions (additional conditions attached as EXHIBIT A) and the County’s Non-Discrimination Policy as set out in Fulton County Code §§ 102-430 *et seq.*, and reflected in the Statement of Non-Discrimination attached as EXHIBIT B, for the project period as stated in Paragraph XV of this Contract for Services.

The proposed Scope of Services for this Contract is summarized as follows:

To present The Third Friday on Main Street cultural events -targeting residents in South Fulton. To bring a series of five free to the public, music, art, food and vendor events within the city of Fairburn to be held at the Fairburn City Center and Frankie Arnold Stage and Courtyard. To provide access to theatrical programs, showcasing excerpts from ongoing plays during events To provide a platform for areas small businesses to interact with residents and visitors to promote professional and governmental services. To highlight and promote local artists, performers and

businesses. To boost attendance and awareness of the programs by marketing the events further than the current marketing budget allows.

II. INDEPENDENT CONTRACTOR

The Contractor agrees that nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the County and the Contractor. Under no circumstances shall the Contractor, its directors, officers, employees, agents, partners, successors, subcontractors, or assignees be deemed employees, agents, partners, successors, subcontractors, assignees or legal representatives of the County. The Contractor acknowledges that its directors, officers, employees, agents, partners, successors, subcontractors, and assignees shall have no right of redress pursuant to the personnel rules and regulations of the County.

III. PAYMENT AND REPORTING REQUIREMENTS

In consideration of the aforementioned services by the Contractor, and if all conditions and requirements are met, the County agrees to pay the Contractor the total sum, not to exceed, **Twenty Two Thousand and Five Hundred Dollars, (\$22,500)** from funds approved and allocated to FCAC's fiscal budgets for 2024. Payment of the Contract amount is subject to budget appropriations for 2024 by the BOC. Under no circumstance, except by written amendment, shall the amount payable to the Contractor exceed the amount specified herein.

A. Payment Schedule

The County shall pay the Contractor the sum specified in Section III above to be disbursed in one (1) installment, provided that the Contractor fulfills its obligations as outlined in this contract and application. The contractor shall request payment as follows:

1. Payment

The Contractor may request payment for 100 percent (100%) of the total sum of the contract upon execution of this contract by submitting a signed Invoice Form with the Contract as described in paragraph III (D).

2. Requirement

Additionally, the Contractor must comply with all the Contract requirements, which include providing documentation of completion of all services, submitting all reports by the specified dates, complying with the logo and credit requirements, providing documentation of any, and all communication with the BO, and all the terms and

conditions of this Contract. Meeting the Progress Report set forth in paragraphs III (B)(1) and III (D) of the Contract.

3. Eligibility for Future Funding Cycles

Contractor shall not be eligible for future funding cycles, unless the Contractor complies with all the Contract for Services requirements, which include providing documentation of completion of services, **submitting all reports by the specified dates**, complying with the logo and credit requirements, providing documentation of any, and all communication with the BOC, and all of the terms and conditions of this Contract for Services.

B. Required Reports

The Contractor agrees to submit the following two (2) reports by the deadlines specified herein.

1. Progress Report

Contractor agrees to submit a **Progress Report, including a schedule of services to be completed, for the approval of FCAC no later than September 30, 2024**. The Progress Report form can be accessed electronically from WebGrants. The Progress Report shall consist of the following:

- a. A narrative indicating the status of all the activities, included in Paragraph I (Scope of Services section) and details to include: whether the activity has taken place or is currently in planning; confirmation of dates and locations; any challenges in the artistic programs presented in the application; audience; and artist participants statistical figures; etc.
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV(A)(1)(a-f), IV(A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract for Services.
- c. Documentation of any and all communication with members of the BOC as outlined in Paragraph IV (E) (1) of this Contract.
- d. Any additional documentation required in Exhibit A of this Contract for Services.

2. Final Report

Contractor agrees to submit a Final Report for the approval of FCAC no later than **January 31, 2025**. Contractors who have received approval for an extension of the contract period as described in Paragraph III (E) shall submit the Final Report for the approval of FCAC no later than the date indicated in the extension approval letter.

The Final Report Form can be accessed electronically from WebGrants. The contents shall consist of the following:

- a. A final budget, which specifies how all County funds were expended;
- b. Evidence of appropriate credit to the County as outlined in Paragraphs IV (A)(1)(a-f), IV (A)(2)(a-e), IV(A)(3), and IV(B)(1-3) of this Contract; and
- c. A signed copy of the Program Access Self-Assessment instrument, and a detailed narrative, not to exceed three pages, which provides details about the ADA compliance of the contracted services included in Paragraph I of this Contract.

Contractor understands that its accounting of expenditures may be subject to audit by the County. Contractor agrees to retain all records pertaining to the services that are the subject of this Contract for Services for a minimum of three (3) years from the date of execution of this Contract for Services. Contractors who do not submit a Final Report will be deemed ineligible to apply for future funding.

3. Recognition Strategy for Organizations Receiving \$50,000 or More

To comply with the requirements of Paragraph IV (B)(2), Contractors receiving \$50,000 or more are required to develop and implement a unique recognition opportunity to acknowledge the County support. Contractors must submit a written proposal for the special recognition strategy for the approval of FCAC staff no later than **August 15, 2024**. The proposal should describe the type of recognition event/program proposed, location and duration of the event/program, potential audience, issuance of invitations, timeline, target dates, and how this proposed recognition strategy compares to similar recognition events held by the Contractor for private, corporate and foundation donors at the level of FCAC funding. Failure to provide this proposed strategy shall result in the withholding of the initial or final payment until such strategy proposal is submitted.

4. Contract Compliance

The County designates FCAC as its point of contact, coordinator, and liaison with the Contractor in the execution of the terms of this Contract for Services. Accordingly, the FCAC Director shall assign a staff member to monitor the Contractor's compliance with the Scope of Services, Progress and Final Reporting, and Contract Conditions as specified in Paragraphs I and III above and Exhibit A. If the FCAC designee determines that the Contractor has failed to comply with the Scope of Services, the submitted reports, or the Contract Conditions so as to successfully complete the terms of this Agreement by the close of the contract year, notice shall be forwarded to the Contractor as to a failure to comply with the Contract. Any unpaid contract installments shall be withheld by FCAC until compliance is achieved. Further, depending on the extent of the non-compliance, the Contractor may be held in default as specified in Paragraph XII below and will be ineligible for future contracts with the County.

C. Failure to Submit Reports

The Contractor understands that failure to submit all written reports by the deadlines indicated above in Paragraphs III(B)(1) and III(B)(2), or other deadlines established by FCAC, may

render the Contractor ineligible to receive the County funding for a minimum of three (3) funding cycles which begins with the subsequent Contract for Services' s cycle.

D. Request for Payment

In order to receive payment as detailed in Paragraphs III(A)(1) and III(A)(2) above, the Contractor shall submit a signed Invoice Form which should contain a statement of certification that the Contractor has complied and/or will comply with all terms and provisions of this Contract for Services. Contractor shall submit (1) one Invoice Form for the 100% payment of the contract award with the Contract by **September 13, 2024**.

E. Extension of Deliverables in Scope of Services

The Director of FCAC may, in his/her sole discretion, grant an extension of time for the contractor to provide the deliverables identified in Paragraph I (Scope of Services) of this Contract for Services. A written request for an extension of the deliverables must be received at least sixty (60) days prior to the expiration of the project period in order to be considered. All requests for an extension must be received at FCAC's office by **September 27, 2024** and should detail the reason for the request for the extension, requested final date for completion, and other pertinent details. The extension granted herein by the FCAC Director shall not be construed as an amendment of the Contract for Services, which can only be made by a formal amendment approved by the BOC and executed by the Chairman pursuant to Paragraph X below. However, the extension granted herein by the FCAC Director shall survive the termination or expiration of the Contract for Services and the failure of the contractor to provide the deliverables in the time permitted by the extension shall render the contractor ineligible to receive Fulton County funding for a minimum of three funding cycles. FCAC will notify the Contractor in writing whether the request for extension has been approved. Such written notification will also indicate the new anticipated dates for project completion and for the submission of the Final Report.

IV. RECOGNITION OF SUPPORT AND OTHER REQUIREMENTS

A. Logo and Credit Requirements

Contractor agrees that it will recognize the support of the County by using the **updated** Fulton County Government logo and the accompanying credit line in all press releases, advertisements, website, videos, programs, playbills, brochures, reports, catalogues, and any other promotional, publicity, programmatic or advertising materials produced in printed, broadcast, and electronic formats for the contracted services described in Paragraph I above.

1. Logo and Credit Line Usage

All Contractors must use the Fulton County Government logo and accompanying credit line and agree to adhere to the following logo and credit line usage rules:

- a. The Fulton County logo consists of a tree enclosed by a circle, which includes the words "Fulton County" at the bottom. The image cannot be separated, distorted, or altered in any way.

- b. Adhere to the “Fulton County Logo 2024, Usage Guidelines.”
- c. The placement and size shall be consistent with the level of support provided by Fulton County in comparison to the support provided by any other funders, including other private, corporate, individual or foundation sources.
- d. The logo should be surrounded by as much clear space as possible. A minimum area of isolation is to be applied in all situations and should be at least 1/8 inches around the entire space of the logo.
- e. The logo must be accompanied by the appropriate credit line, which is determined by the level of support of this Contract:
 - (1) Contractors receiving less than \$20,000 must use the following credit line:

"Funding for this program is provided by the Fulton County Board of Commissioners."
 - (2) Contractors receiving \$20,000 or more must use the following credit line:

"Major funding for this organization is provided by the Fulton County Board of Commissioners."
- f. Contractor agrees to give credit to Fulton County when there is the potential for national attention by listing Fulton County as "Fulton County, Atlanta, Georgia."

2. Fulton County Support Recognition

Contractor agrees to recognize the support of the County through the Department of Arts & Culture Contracts for Services Program by complying with the following requirements:

- a. If the Contractor lists sponsors and supporters in printed or electronic materials, included but not limited to annual reports, newsletters, brochures, plaques, catalogues, and website, the Contractor agrees to acknowledge Fulton County support among listing of sponsors appropriate to its level of support.
- b. The Contractor agrees that recognition of Fulton County and the above-mentioned logo and credit line will be larger and more prominent in printed, electronic, or broadcast material than other funders, including other public, private, corporate, individual or foundation sources, if the Fulton County support is significantly greater.
- c. When the County is the single largest supporter of the Contractor's programs, Contractor agrees to give special prominence to Fulton County logo and to list

Fulton County in the most prominent position among listings of supporters for the organization.

- d. The Contractor agrees to display the Fulton County logo, signage, or banner that acknowledges Fulton County support at the site of contracted events.
- e. The Contractor agrees to develop and include a minimum of one (1) feature article in a publication for its members or patrons highlighting Fulton County's support and the impact of the funds. Publications may include, but are not limited to, electronic or print newsletters or magazines.

3. Verbal Acknowledgment

The Contractor agrees to give verbal acknowledgment to Fulton County by using the credit line listed in Paragraph IV(A)(1) above in pre-program introductions, curtain speeches, or other forms of verbal communication with the audience in all of the contracted services as outlined in Paragraph I.

B. Recognition Requirements for Contractors Receiving \$50,000 or More

In addition to the logo and credit requirements as described in Paragraph IV(A) above, the Contractors whose awards are more than \$50,000 are required to:

1. Recognize the County as a major supporter in all listings of supporters and sponsor recognition events as appropriate to the level of support.
2. In consultation with the FCAC Director and staff, the Contractor must develop and implement a strategy to create a unique recognition event to acknowledge Fulton County support at least once during the contract cycle. This unique recognition opportunity must take place during the contract period, as stated in Paragraph XIV. A minimum of thirty (30) days' notice to secure the participation of FCAC representatives is required.
3. Include the Fulton County logo and accompanying credit line on all materials in printed, electronic or broadcast form produced for programs and services provided under the Contract as specified in Paragraph I.

C. Evidence of Recognition

Contractor will be required to provide evidence of compliance with the requirements of Section IV herein by providing support material to be submitted with the Progress and Final Reports. Support materials will be checked for compliance with the requirements described in Paragraph IV herein. Failure to comply with these requirements may result in forfeiture of the balance of the total amount of the Contract for Services at the point that non-compliance is identified by the staff of FCAC, and the Contractor may not receive funding in the next three (3) FCAC Contracts for Services contract cycles.

D. Publications and Promotional Materials

A copy of all electronic and printed programs, catalogues, press releases, invitations, newsletters, annual reports, postcard announcements, brochures, or other material that is published in conjunction with the services outlined in Paragraph I shall be sent to FCAC Director, FCAC Deputy Director, the Contracts for Services Team, and to the members of the Arts Council immediately upon publication and at least three (3) weeks prior to Fulton County-funded performances/presentations.

Correspondence to FCAC Director, FCAC Deputy Director, and the Contracts for Services Team shall be mailed to them at the FCAC's main office: 141 Pryor St., SW, Suite 2030, Atlanta, GA 30303. Correspondence to Arts Council members shall be directed to their individual addresses using the mailing list provided to Contractor at the beginning of the contract cycle or any updates distributed by FCAC during the contract period.

E. Communication with the BOC

1. Letters to the Commissioners

Contractor agrees to communicate in writing with the members of the BOC to inform them of related accomplishments and milestones associated with the aforementioned services at least once within the contract period. Contractor agrees to submit the initial communication to the members of the BOC **no later than September 30, 2024**. Copies of all communication with the members of the BOC shall be sent to the FCAC Director and Deputy Director. Correspondence to each member of the BOC shall be sent to the individual member at the following address: Name of Commissioner, Fulton County Board of Commissioners, 141 Pryor St., SW, 10th Floor, Atlanta, GA 30303.

2. Invitations and other Regular Mailings

Contractor agrees to add the members of the BOC to their mailing list to receive season brochures, announcements, preview invitations and other mailings that will inform the BOC of the organization's contracted services. Addition of members of the BOC to the mailing list does not fulfill the requirements of Paragraph IV (E)(1) above.

F. Attendance at Fulton County Events

Contractor agrees to attend all mandatory training and at least one (1) FCAC-sponsored workshop that may be offered during the contract period. Mandatory training must be attended by Contractor's Executive Director or a Senior Staff Member.

V. NON-DISCRIMINATION AND STATUTORY COMPLIANCE

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which states that no person shall, on the grounds of race, color, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activity receiving federal financial assistance.

During the performance of this Contract for Services, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990, which states that it shall be unlawful employment practice for any employer to fail to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to its compensation, terms, conditions or privileges of employment because of such individual's race, color, religion, sex, disability or national origin. Non-compliance by Contractor may result in the Contract being canceled, terminated, or suspended in whole or in part, and Contractor may be declared ineligible for further Fulton County government contracts.

The Contractor agrees to comply with federal laws, state laws, and Fulton County policies, rules, and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age, or national origin.

VI. WARRANTIES AND REPRESENTATION

Upon the signing of this Contract for Services, the Contractor warrants and represents that it is either a nonprofit organization exempt from federal income taxation under section 501 (c)(3) of the Internal Revenue Code, as amended, or it is exempt from federal taxation under section 115 of the Internal Revenue Code as a governmental entity. If at any time during the contract period the Contractor's exempt status changes, the Contract for Services shall immediately be terminated. The Contractor attests that it is a non-profit entity and/or a municipality that is fully incorporated in the State of Georgia.

VII. PURPOSE

The Contractor agrees that funds under this Contract for Services will be expended only for purposes specified herein.

VIII. LIABILITY AND INDEMNIFICATION

The County assumes no liability or responsibility for any liability, expense or damage arising out of this Contract for Services or any performance of services by the Contractor hereunder, and the responsibilities and obligations of the County under the Contract for Services are limited to providing no more than the total contract amount as approved by the BOC.

The Contractor agrees to indemnify and hold harmless the County, its officers, employees, agents, and assignees against any liability, loss or expense incurred or suffered in consequence of any action or actions, suit or suits, in law or equity, which may be brought by any person or persons in connection with, or with reference to, the administration, planning, preparation, development, conduct and execution of the services outlined in the Contract for Services Agreement.

IX. LOCATION OF SERVICES

All services to be funded within this Contract for Services shall be performed within the limits of Fulton County, Georgia.

X. MODIFICATION

This Agreement shall not be altered, modified, or amended, except by a written agreement signed by both of the parties hereto, approved by the Board of Commissioners and entered on the minutes, and signed by the Chairman of the BOC. In keeping with the purpose of this Paragraph, extensions of this Contract for Services are considered modifications.

XI. TERMINATION

Either party shall have the right to terminate this Contract for Services upon thirty (30) days written notice to the other party. Fulton County may also terminate this Agreement for convenience by giving thirty (30) days written notice to the Contractor. The terms of this Contract for Services are to continue in force until the end of said thirty (30) day period. In the event of such termination, Contractor will be compensated for the percentage of the program that results in a public presentation. Contractor shall return the remaining percentage of any prepayment made to the Contractor pursuant to paragraph III (A)(1). The Contractor shall return the funds to the County within 30 days of termination of this Contract. Fulton County reserves the right to terminate this Contract for Services immediately due to lack of funding.

XII. DEFAULT

An event of default shall mean a material breach of this Contract for Services. Failure of the Contractor to complete the services by December 31, 2024, in compliance with the Scope of Services outlined in Paragraph I, Contract Conditions outlined in Exhibit A, and the reports specified in Paragraph III shall constitute a material breach of the Agreement.

In the event of a default, the FCAC will notify the Contractor in writing. The Contractor shall remedy the default by refunding, to the FCAC, by January 31, 2025, the portion of the contract funds that represent the percentage of the services that remains incomplete. In addition, the Contractor shall furnish an itemization for the expended funds, all unused materials and supplies purchased for the project and release any and all claims to the project plans and artistic work. Failure to provide the portion of the contract funds representative of the incomplete services, the itemization, unused materials and release shall subject the Contractor to legal action.

In addition, the Contractor will assume liability for any additional expenses above the contract amount specified in Paragraph III of this Contract for Services that are owed to any replacement Contractor procured to complete the services outlined in this Contract for Services upon which the Contractor defaulted.

Contractor further understands that failure to refund the contract funds will result in the Contractor being declared ineligible to receive Fulton County funding in the future or award of other Fulton County contracts.

XIII. NOTICE

Any and all notices concerning the Contract for Services shall be sent by certified mail to the following address:

Fulton County: Director of Arts & Culture
Fulton County Arts & Culture
141 Pryor Street SW, Suite 2030
Atlanta, GA 30303

Contractor: **City of Fairburn**
56 Malone St SW
Fairburn, Georgia
30213

Attn: Sylvia Abernathy

With a copy to:
56 Malone St SW
Fairburn, Georgia,
30213

XIV. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled, and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

XV. DURATION/CONTRACT PERIOD

The contract period for this Contract for Services is **January 1, 2024 to December 31, 2024**. Notwithstanding any other provisions of this Agreement, Fulton County shall in no event be required to pay for services rendered before the beginning of the contract period or after the end of the contract period, or if an extension has been approved, the end date provided in the notification of approval as detailed in Paragraph III(E). This Agreement will remain in effect until midnight **December 31, 2024**, solely for the purpose of submission of a Final Report, unless an extension has been approved as detailed in Paragraph III(E).

XVI. SEVERABILITY

If any provision of this Contract for Services is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

XVII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Contract for Services shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

EXHIBIT A
FULTON COUNTY DEPARTMENT OF ARTS & CULTURE
CONTRACT CONDITIONS

2024 Contracts for Services Conditions for **City of Fairburn** from FCAC:

Address: **City of Fairburn
56 Malone St SW
Fairburn, Georgia,
30213**

Telephone: **(770) 964-2244**



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Award of Construction Manager At Risk (CMAR) Contract for Public Safety Complex

ITEM TYPE: Contract

SUBMITTED: 09/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: Building Operations

BUDGET IMPACT: FY24/FY25 - \$988,694

PUBLIC HEARING: No

PURPOSE:

Mayor and Council to award the contract for RFQ #24-011 for Construction Manager At Risk services for the Fairburn Public Safety Complex.

HISTORY:

Due to major growth within the City of Fairburn and the current deteriorating conditions of the Public Safety buildings. There exists a need to create a Public Safety Complex to include a Police Headquarters, Fire Headquarters, and the relocation of Fire Station #22 to replace the current buildings and better service our citizens and businesses.

FACTS AND ISSUES:

RFQ #24-011 for the Public Safety Complex Construction Manager At Risk Services was released on May 28, 2024, and proposals were due June 27, 2024. Mayor and Council awarded RFP #24-002 for Architectural and Engineering Design and construction administration services for the Public Safety Complex on January 22, 2024, to Goodwyn Mills Cawood.

FUNDING SOURCE:

350-1565-52-2500: Capital Equipment and Improvement

RECOMMENDED ACTION:

Request Mayor and Council approval to award the contract for RFQ #24-011 for the Fairburn Public Safety Complex Construction Manager At Risk services to Reeves Young, LLC. in an amount not to exceed \$998,694.

ATTACHMENTS:

1. AGREEMENT FOR PROFESSIONAL SERVICES - RY

2. Reeves Young_Fairburn Public Safety Complex RFQ 24-011_Qualifications reduced
3. Fairburn Public Safety Complex Fee Proposal_Reeves Young
4. Final Score Sheet RFQ 24-011 Construction Management at Risk Services FINAL SCORES



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this date of _____ by and between **(Reeves Young, LLC)** a Georgia Limited Liability Company "**Contractor**") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("**City**").

Recitals:

A. The city desires to secure professional services for Public Safety Complex under the Request for Proposal #24-011 Public Safety Complex (the "**Project**").

B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Recitals. The foregoing recitals are true and correct and incorporated herein.

Attachments: The following documents are attached and are incorporated herein by reference:

Exhibit A: Consultant Proposal

Exhibit B: Scope of Services RFP #24-011 (referenced herein)

Exhibit C: Drug-Free Workplace Certification

Exhibit D: Georgia Security and Immigration Compliance Act Affidavit

Exhibit E: Non-Collusion Affidavit

Exhibit F: Cost Proposal

Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the City's Request for Proposals RFP #24-011: Public Safety Complex (the "**RFP**"):

- (a) Professional Services indicated in the RFP (Exhibit B).
- (b) Compile or provide the necessary database of information to complete the scope of work.
- (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports.
- (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services.
- (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

Contractor's Compensation. For the services to be performed by Contractor described in Section 3 hereof, Contractor will be compensated by the city as outlined in Exhibit F – Cost Proposal. Payments will be due as follows:

- (a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the city.
- (b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the city.
- (c) All invoices must be sent to finance@fairburn.com. You may choose to receive payment by ACH.

No expenses of the Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. The contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. The contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

1.1 *Contractor Personnel.* The contractor acknowledges that the City selected the Contractor for the Project because of the knowledge and experience of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

- (a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project.

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders.

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation.

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

Duration and Termination. This Agreement shall remain in effect for an initial term beginning January 1, 2024, to December 31, 2026 and shall terminate absolutely and without further obligation on the part of City at the close of the calendar year in which it is executed. There will be two (2) bi-annual renewals. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor; provided, however, in the event that Contractor defaults with respect to any of its obligations hereunder, the City may terminate this Agreement immediately, with or without notice. In the event of such termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. The contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations.

Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

Insurance and Indemnity.

(a) *General Liability and Automobile Liability.* Contractor shall purchase and maintain in force during the term of the Agreement, at its own cost and expense, to protect the Contractor, the City, its officials, agents, and employees, from and against any and all liabilities arising out of or in connection with Contractor's performance of the Contract work:

(i) Commercial general liability insurance with coverage of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract;

(ii) Automobile liability insurance with policy limits of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

(b) *Professional Liability.* Contractor shall purchase and maintain in force during the term of the Agreement Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Agreement in the amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

(c) *Indemnification.* The contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

Assignability. The City is entering into this Agreement in reliance upon the qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. Eastern Standard Time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

Non-Discrimination. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work

covered by this Contract so that such provision will be binding upon each subservice provider for standard commercial supplies of raw materials.

Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

Reeves Young, LLC
45 Peachtree Industrial Boulevard
Sugar Hill, Georgia 30518
Mike Iezzi, miezzi@reevesyoung.com

Reeves Young, LLC

By: _____ Authorized Signatory

[CORPORATE SEAL]

Date signed by Contractor:

_____, 2024

CITY:

Address:
City of Fairburn
56 Malone St., SW
Fairburn, GA 30213

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Date signed by City:

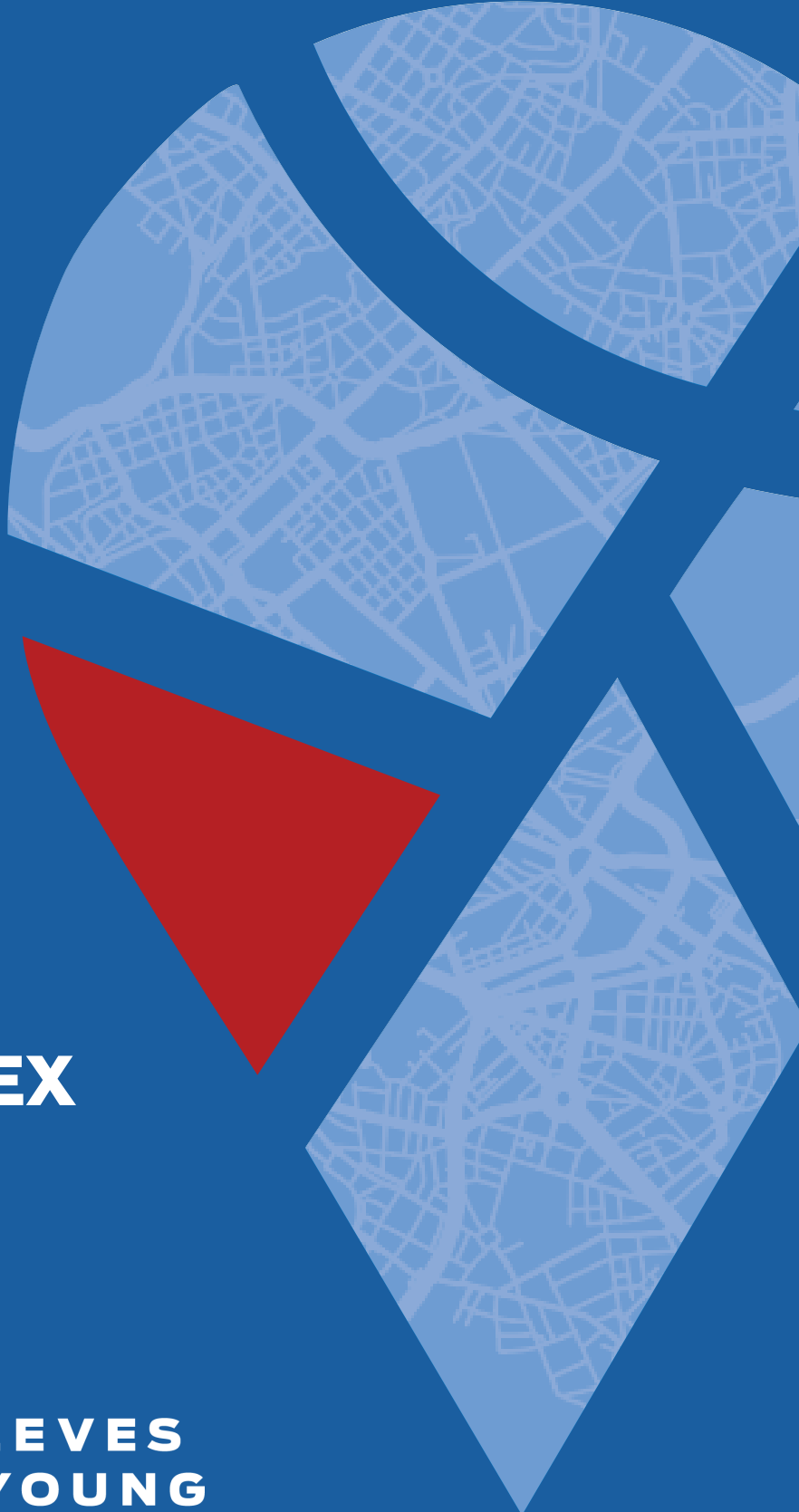
_____, 2024

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

[SEAL]

Rory K. Starkey, City Attorney



CITY OF FAIRBURN

NEW PUBLIC SAFETY COMPLEX

REQUEST FOR QUALIFICATIONS
PROPOSAL 24-011
PUBLIC SAFETY COMPLEX



June 27, 2024

City of Fairburn
Tyra Little
Procurement Manager
tlittle@fairburn.com

**REEVES
+ YOUNG**
45 Peachtree Industrial Boulevard
Sugar Hill, GA 30518

RE: RFQ Construction Manager At-Risk Services for City of Fairburn New Public Safety Complex

Dear Ms. Little and Esteemed Selection Committee Members,

For more than 72 years, Reeves Young has been setting the target on safety for clients throughout the Southeast. We are excited to partner with the City of Fairburn on this important project, which will house the City's Police and Fire Department headquarters and include the construction of a new Fire Station #22. The City of Fairburn, design team, and all key stakeholders for this project will benefit from the lessons learned by our intentionally selected team that has experience:

Focusing on the Project so you can Focus on Your People. Reeves Young has effectively delivered 120+ publicly funded projects for government clients, including 30+ public safety and fire station projects. We know what is important – creating cost certainty, being good stewards of taxpayer dollars, ensuring on-time completion, and safely building high-quality facilities. Our approach will enable you to focus less on the operations and maintenance of your facility and more on leading and training your staff to serve and protect The City of Fairburn.

Providing Preconstruction Power and a Proven Process. Having completed 350+ Construction Manager at Risk projects, Reeves Young understands that your project's overall success depends heavily upon our ability to execute during the Preconstruction process. That is why our project delivery process begins with the end in mind. Our Operations team, those individuals who will ultimately build this project, is heavily involved during Preconstruction, adding valuable constructability and material selection insight so that design intent is maintained, and the project is built for its highest and best use.

Delivering Projects Built by Relationship. Our company is Built by Relationship first. That approach means that we want to work alongside the City of Fairburn as a trusted advisor and relentless ally for this project and your future growth. You have already made the best choice in delivery method for this project, as it allows us to do what we do best at Reeves Young – manage and mitigate your risk.

Thank you for your consideration of our qualifications and your time in reviewing them. If I can provide any additional information about our qualifications for this project, please don't hesitate to contact me.

Sincerely,



Mike Iezzi, LEED AP
Primary Point of Contact / Project Director
404.391.5482
miezzi@reevesyoung.com



Chad McLeod, LEED AP
President
770.490.8808
cmcLeod@reevesyoung.com

We are in receipt of Addendum 1, dated June 21, 2024.

TABLE OF *Contents*

A. DESCRIPTION AND RESOURCES OF FIRM

B. EXPERIENCE AND QUALIFICATIONS

C. QUALIFICATIONS AND EXPERIENCE OF PROPOSED PROJECT TEAM

D. MANAGEMENT PLAN

E. STATEMENT OF SUITABILITY

APPENDIX

EXHIBIT "A" - CERTIFICATION FORM

EXHIBIT "B" - CONTRACTOR AFFIDAVIT UNDER O.C.G.A. (13-10-91(B)(1)

EXHIBIT "C" - DISCLOSURE STATEMENT

EXHIBIT "D" - DEBARMENT CERTIFICATION FORM

EXHIBIT "E" - NON-COLLUSION AFFIDAVIT

EXHIBIT "F" - DRUG FREE WORKPLACE

DID YOU KNOW?

Reeves Young offered its headquarters as a training space for Gwinnett County's K9 unit.



A. Description and Resources of Firm

A1

BASIC COMPANY INFORMATION

Reeves Young, LLC

45 Peachtree Ind. Blvd. NW
Sugar Hill, GA 30518
t 770.271.1159
f 770.271.5856
www.reevesyoung.com

Primary Contact
Mike Iezzi, Project Director
miezzi@reevesyoung.com
m: 404.391.5482

Office Locations

GEORGIA - CORPORATE OFFICE

45 Peachtree Industrial Blvd.
Sugar Hill, GA 30518

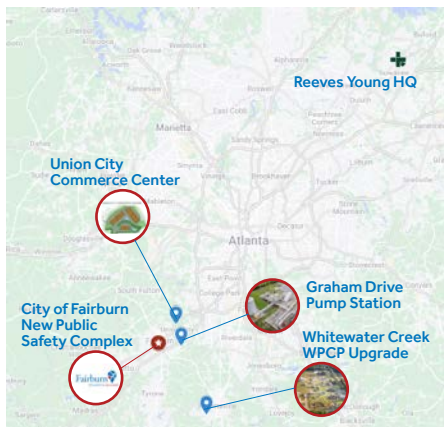
TENNESSEE

4101 Charlotte Avenue, Suite E205
Nashville, TN 37209

SOUTH CAROLINA

201 Riverplace, Suite 300
Greenville, SC 29601

Our Corporate Office will manage this project. We are just 50 miles to the project site in Fairburn, GA. We have experience working on projects in and around Fairburn.



Year GA Office Established 1952

Years in Business 72

State of Incorporation GA

Form of Ownership LLC

A2

HISTORY AND GROWTH

Founded in 1952, Reeves Young's approach to each project is "built by relationship" which means everything we build – from 30 feet below the ground to 30 floors above it – is about people. With a team of more than 600 employees, Reeves Young is positioned to deliver a diversity of building services to clients throughout the Southeast. Our relationships allow us to work closely with our clients to understand the details and skillfully plan, schedule, and execute every project.

Reeves Young has a track record of successfully delivering a wide range of complex and technical renovation projects. Our meticulous planning, scheduling, and execution have earned us a reputation for going above and beyond. We are highly respected in the industry for our collaborative approach throughout the design, preconstruction, and construction phases, consistently bringing clients' visions to life.

Reeves Young Commercial brings a unique and valuable experience to every project we undertake.

BUILT BY RELATIONSHIP

A3

LITIGATION HISTORY

During the past five (5) years, Reeves Young, LLC has not been involved in any litigation. The firm does not have any active or pending litigation.

A4

FINANCIAL INFORMATION

Reeves Young, LLC is blessed with being able to offer our clients a wide range of services. Our commitment to diversification enabled Reeves Young to grow through the economic downturn when many others were shrinking.

The firm is aggressively pursued among leading Surety companies due to our financial strength and ability to demonstrate controlled, profitable, and sustainable growth despite depressed market or economic conditions. Reeves Young has sufficient cash flow to undertake the project as evidenced by a current asset to liability ratio of 1.22.

Annual Revenue

2023	\$680M
2022	\$460M
2021	\$285M
2020	\$326M
2019	\$251.5 M

Banking Reference

South State Bank
Ed Jenkins, Senior Vice President
404.995.6256

A5

PERFORMANCE

Reeves Young, LLC and its members have never been removed from a contract nor failed to complete a contract that has been assigned.



Personnel Resources | 602 Total Employees

9 Senior Leadership	24 Pre- Construction	88 Project Managers	151 Field Supervision	60 Support Staff	270 Field Staff
----------------------------------	-----------------------------------	----------------------------------	------------------------------------	-------------------------------	------------------------------

A. Description and Resources of Firm

A6 MINIMUM QUALIFICATIONS



As President of Reeves Young, LLC, I affirm:

a) Reeves Young, LLC certifies we have sufficient bonding capacity for the anticipated total cost of work. Reeves Young's bonding company has an A+, SV, A.M. Best rating. **See our current bonding letter below.**

b) Reeves Young, LLC certifies we have a current Commercial General Liability Insurance policy with the minimum limits identified in the RFP. **See our Certificate of Insurance on page 3.**

c) Reeves Young, LLC certifies we have all necessary, valid and current licenses to do business in the State of Georgia. **See our licenses on page 3.**

d) Reeves Young, LLC certifies we have sufficient cash flow to undertake the project as evidenced by a **current asset to liability ratio of 1.22.** **Please see our statement of our current ratio on page 4.**

e) Reeves Young, LLC demonstrates a commitment to safety with regard to Worker's Compensation by having a current EMR of 0.74. Reeves Young, LLC has been a recipient of the McGriff Lighthouse Safety Award, which recognizes superior incident rates and modification history and is also a certified drug free workplace, further demonstrating our commitment to safety. **See our EMR Letter with backup information on page 4.**

On behalf of Reeves Young, LLC

Chad McLeod
President

A7 FEDERAL EMPLOYER IDENTIFICATION NUMBER

Our FEIN is 46-4674821

Please see our completed IRS Form W9 on page 5

A8 CERTIFICATION FORM

See page 46 for Exhibit A, Certification Form.

A9 CONTRACTOR AFFIDAVIT FORM

See page 47 for Exhibit B, Contractor Affidavit Form.

A10 DISCLOSURE STATEMENT

See page 48 for Exhibit C, Disclosure Statement.

BONDING LETTER



January 17, 2024

Re: Reeves Young, LLC
Assurance of Bondability

To Whom It May Concern:

We are the bonding agent for Reeves Young, LLC and have had this pleasure for over 25 years. Bid, Performance and Payment bonds are written through Liberty Mutual Insurance Company and Swiss Re Corporate Solutions America Insurance Corporation. Liberty Mutual and Swiss Re America are both listed on the Federal Treasury circular listed, A.M. Best rated (A, XV & A+, XV respectively) Surety Companies and licensed in every US State. Should Reeves Young have the need for 100% Performance and Payment bonds, we would certainly provide them. Currently, Liberty Mutual and Swiss Re provide a \$500 million single project / \$2 billion aggregate surety program for Reeves Young, LLC.

Naturally, the execution of any final bonds would be subject to satisfactory review of the contract terms, conditions and financing by our client and the Sureties.

If we can provide any additional assurances regarding this fine contractor, please do not hesitate to call.

Best regards,

Brian E. Madden
Senior Vice-President, Surety

2520 Northwinds Parkway, Suite 600 | Alpharetta, GA 30009

McGriff Insurance Services, Inc. McGriff, Seibels & Williams, Inc.

INSURANCE CERTIFICATE

Client#: 385202	693REVEEYOU	DATE (MM/DD/YYYY) 2/22/2024																																								
ACORD TM CERTIFICATE OF LIABILITY INSURANCE																																										
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).																																										
PRODUCER McGriff Insurance Services LLC 2520 Northwinds Pkwy Suite 600 Alpharetta, GA 30009 770 664-6818	CONTACT NAME: Pauline Boaz PHONE: 770 664-6818 FAX: 770 664-6818 E-MAIL: pboaz2@mcgriff.com ADDRESS:	TAX PAC No: 888 927-9870																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C : Berkley Regional Insurance Company</td> <td>29580</td> </tr> <tr> <td>INSURER D : Pacific Fire Insurance Company, Ltd</td> <td>10046</td> </tr> <tr> <td>INSURER E : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability Ins Co	26247	INSURER C : Berkley Regional Insurance Company	29580	INSURER D : Pacific Fire Insurance Company, Ltd	10046	INSURER E : Travelers Property Casualty Co of Amer	25674	INSURER F :																											
INSURER(S) AFFORDING COVERAGE	NAIC #																																									
INSURER A : Zurich American Insurance Company	16535																																									
INSURER B : American Guarantee & Liability Ins Co	26247																																									
INSURER C : Berkley Regional Insurance Company	29580																																									
INSURER D : Pacific Fire Insurance Company, Ltd	10046																																									
INSURER E : Travelers Property Casualty Co of Amer	25674																																									
INSURER F :																																										
INSURED Reeves Young LLC 45 Peachtree Industrial Blvd NW Suite 200 Sugar Hill, GA 30518																																										
COVERAGES		REVISION NUMBER:																																								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">LINE</th> <th style="width: 30%;">TYPE OF INSURANCE</th> <th style="width: 15%;">ADDL. SUBS. NRSD. INFO</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF. DATE (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP. DATE (MM/DD/YYYY)</th> <th style="width: 10%;">LIMITS</th> </tr> <tr> <td>A</td> <td>COMMERCIAL GENERAL LIABILITY</td> <td></td> <td>GL0439577201</td> <td>12/31/2023</td> <td>12/31/2024</td> <td> EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPAG AGGS \$4,000,000 </td> </tr> <tr> <td></td> <td>CLAIMS-MADE ☒ OCCUR ☒</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td colspan="6"> GEN'L AGGREGATE LIMIT APPLIES PER: AUTO ☐ POLICY ☒ RET ☐ LOC ☐ OTHER: </td> </tr> </table>	LINE	TYPE OF INSURANCE	ADDL. SUBS. NRSD. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	A	COMMERCIAL GENERAL LIABILITY		GL0439577201	12/31/2023	12/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPAG AGGS \$4,000,000		CLAIMS-MADE ☒ OCCUR ☒							GEN'L AGGREGATE LIMIT APPLIES PER: AUTO ☐ POLICY ☒ RET ☐ LOC ☐ OTHER:						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">A</td> <td style="width: 30%;">AUTOMOBILE & LIABILITY</td> <td style="width: 15%;">BAP518526301</td> <td style="width: 10%;">12/31/2023</td> <td style="width: 10%;">12/31/2024</td> <td style="width: 10%;"> COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MED EXP (Per accident) \$ </td> </tr> <tr> <td></td> <td> ANY AUTO OWNED ☒ HIREN ☒ AUTO ONLY ☒ SCHEDULED NON-OWNED AUTOS ONLY ☐ </td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		A	AUTOMOBILE & LIABILITY	BAP518526301	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MED EXP (Per accident) \$		ANY AUTO OWNED ☒ HIREN ☒ AUTO ONLY ☒ SCHEDULED NON-OWNED AUTOS ONLY ☐				
LINE	TYPE OF INSURANCE	ADDL. SUBS. NRSD. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS																																				
A	COMMERCIAL GENERAL LIABILITY		GL0439577201	12/31/2023	12/31/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPAG AGGS \$4,000,000																																				
	CLAIMS-MADE ☒ OCCUR ☒																																									
	GEN'L AGGREGATE LIMIT APPLIES PER: AUTO ☐ POLICY ☒ RET ☐ LOC ☐ OTHER:																																									
A	AUTOMOBILE & LIABILITY	BAP518526301	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MED EXP (Per accident) \$																																					
	ANY AUTO OWNED ☒ HIREN ☒ AUTO ONLY ☒ SCHEDULED NON-OWNED AUTOS ONLY ☐																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">B</td> <td style="width: 30%;">UMBRELLA LIAB</td> <td style="width: 15%;">AUC422029501</td> <td style="width: 10%;">12/31/2023</td> <td style="width: 10%;">12/31/2024</td> <td style="width: 10%;">EACH OCCURRENCE \$10,000,000</td> </tr> <tr> <td></td> <td>EXCESS LIAB</td> <td>BCS880050610</td> <td>12/31/2023</td> <td>12/31/2023</td> <td>\$10,000,000</td> </tr> <tr> <td></td> <td>DED</td> <td>RETENTION 0</td> <td></td> <td></td> <td>\$</td> </tr> </table>	B	UMBRELLA LIAB	AUC422029501	12/31/2023	12/31/2024	EACH OCCURRENCE \$10,000,000		EXCESS LIAB	BCS880050610	12/31/2023	12/31/2023	\$10,000,000		DED	RETENTION 0			\$	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">C</td> <td style="width: 30%;">WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td> <td style="width: 15%;">WCS518526001</td> <td style="width: 10%;">12/31/2023</td> <td style="width: 10%;">12/31/2024</td> <td style="width: 10%;"> X PER STATUTE E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000 </td> </tr> <tr> <td></td> <td> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER ELIGIBLE (Mandatory in NH) For use under DESCRIPTION OF OPERATIONS below </td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WCS518526001	12/31/2023	12/31/2024	X PER STATUTE E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER ELIGIBLE (Mandatory in NH) For use under DESCRIPTION OF OPERATIONS below														
B	UMBRELLA LIAB	AUC422029501	12/31/2023	12/31/2024	EACH OCCURRENCE \$10,000,000																																					
	EXCESS LIAB	BCS880050610	12/31/2023	12/31/2023	\$10,000,000																																					
	DED	RETENTION 0			\$																																					
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WCS518526001	12/31/2023	12/31/2024	X PER STATUTE E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000																																					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER ELIGIBLE (Mandatory in NH) For use under DESCRIPTION OF OPERATIONS below																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">D</td> <td style="width: 30%;">Pollution</td> <td style="width: 15%;">20CPIKQ3050</td> <td style="width: 10%;">12/31/2023</td> <td style="width: 10%;">12/31/2024</td> <td style="width: 10%;">\$5,000,000/\$10,000 Ded</td> </tr> <tr> <td></td> <td>Professional</td> <td>20CPIKQ3050</td> <td>12/31/2023</td> <td>12/31/2024</td> <td>\$5,000,000/\$25,000 Ded</td> </tr> <tr> <td></td> <td>Equipment</td> <td>QT0305P88145ATIL</td> <td>12/31/2023</td> <td>12/31/2024</td> <td>Lsd/Rmtd \$900,000</td> </tr> </table>	D	Pollution	20CPIKQ3050	12/31/2023	12/31/2024	\$5,000,000/\$10,000 Ded		Professional	20CPIKQ3050	12/31/2023	12/31/2024	\$5,000,000/\$25,000 Ded		Equipment	QT0305P88145ATIL	12/31/2023	12/31/2024	Lsd/Rmtd \$900,000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">E</td> <td style="width: 30%;">Description of Operations / Locations / Vehicles (ACORD 351, Additional Remarks Schedule, may be attached if more space is required)</td> <td style="width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		E	Description of Operations / Locations / Vehicles (ACORD 351, Additional Remarks Schedule, may be attached if more space is required)																				
D	Pollution	20CPIKQ3050	12/31/2023	12/31/2024	\$5,000,000/\$10,000 Ded																																					
	Professional	20CPIKQ3050	12/31/2023	12/31/2024	\$5,000,000/\$25,000 Ded																																					
	Equipment	QT0305P88145ATIL	12/31/2023	12/31/2024	Lsd/Rmtd \$900,000																																					
E	Description of Operations / Locations / Vehicles (ACORD 351, Additional Remarks Schedule, may be attached if more space is required)																																									
CERTIFICATE HOLDER		CANCELLATION																																								
Reeves Young LLC 45 Peachtree Industrial Blvd., NW, Suite 200 Buford, GA 30518		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																																								
AUTHORIZED REPRESENTATIVE 																																										
ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved. 3PB																																										

CERTIFICATE OF EXISTENCE

Control Number : 14009042	
STATE OF GEORGIA Secretary of State Corporations Division 313 West Tower 2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	
CERTIFICATE OF EXISTENCE	
I, Brad Raffensperger , the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that	
REEVES YOUNG, LLC a Domestic Limited Liability Company	
was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.	
This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.	
This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.	
Docket Number	: 27314943
Date Inc/Auth/Filed	: 01/28/2014
Jurisdiction	: Georgia
Print Date	: 05/17/2024
Form Number	: 211
 Brad Raffensperger Secretary of State	

GEORGIA GC LICENSE

 **STATE OF GEORGIA**
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. **GCCO004640**

Reeves Young LLC
Eric Young
45 Peachtree Industrial Blvd NW
Suite 200
Sugar Hill GA 30518

Qualifying Agent: William Dean Reeves, III
Qualifying Agent License NO: GCQA004637
General Contractor Company

EXP DATE - 06/30/2026 Status: Active
Issue Date: 03/02/2015

GEORGIA UTILITY CONTRACTOR LICENSE

 **STATE OF GEORGIA**
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. **UC302326**
Reeves Young LLC
Eric Young
45 Peachtree Industrial Blvd NW
Suite 200
Sugar Hill GA 30518
Utility Contractor
EXP DATE - 04/30/2025 Status: Active
Issue Date: 02/26/2015

GEORGIA UTILITY MANAGER LICENSE

 **STATE OF GEORGIA**
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. 00000406
William Dean Reeves, II
45 Peachtree Industrial Blvd, NW
Suite 200
Sugar Hill GA 30518
Utility Manager
EXP DATE - 04/30/2025 Status: Active
Issue Date: 04/14/1994

CURRENT RATIO



April 1, 2024

Reeves Young, LLC Current Ratio
(Current Assets/Current Liabilities)
experience for the last five years is shown below:

Year	Current Ratio
2023	1.22
2022	1.23
2021	1.21
2020	1.18
2019	1.20

Kyle Krejci
Chief Financial Officer
Reeves Young, LLC

EMR LETTER



January 3, 2024

Reeves Young, LLC
45 Peachtree Industrial Blvd. NW
Sugar Hill, GA 30518

Re: Experience Modification

To Whom It May Concern:

McGriff Insurance Services, Inc. has had the privilege of handling the insurance needs of Reeves Young, LLC for over 30 years. Backed by ownership that is committed to stressing safety as a priority, experienced, long term project management personnel and an exemplary safety program, the incident rates and modification history of Reeves Young, LLC have consistently been below industry average.

The current insurer for Reeves Young, LLC is Zurich Insurance Group, one of the major writers of commercial contractors in the country. Zurich Insurance Group views Reeves Young, LLC's safety program and practices in the highest regard and as a result has offered their most favorable rates and maximum schedule credits.

The current experience modification for Reeves Young for the 2024 calendar year is 0.74. The experience modification factor will also significantly be trending down for the 2025 calendar year and will be a credit modification. This positive direction was evident in the feedback received from all major carriers in the Workers Compensation insurance space this past renewal term.

Reeves Young, LLC has also been a recipient of the McGriff Lighthouse Safety Award, which recognizes superior incident rates and modification history versus their peers and is also a certified drug free workplace, further demonstrating their commitment to safety. Reeves Young, LLC is typically considered the benchmark for safety when we are evaluating the risk management programs of both our new clients and our current clients within our construction practice group.

Thank you very much and please feel free to contact us with any questions.

Sincerely,

Tommy Beman
Senior Vice President
McGriff
tbeman@McGriff.com

David Beman
Assistant Vice President
McGriff
david.beman@McGriff.com

2520 Northwinds Parkway, Suite 600 Alpharetta, GA 30009

McGriff Insurance Services, LLC.

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																		
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.																				
Print or type. See Specific Instructions on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Reeves Young, LLC </td> <td style="width: 40%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above. </td> </tr> <tr> <td colspan="2"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) </td> </tr> <tr> <td colspan="2"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐ </td> </tr> <tr> <td colspan="2"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) </td> </tr> <tr> <td colspan="2"> 5 Address (number, street, and apt. or suite no.). See instructions. 45 Peachtree Industrial Blvd. </td> </tr> <tr> <td colspan="2"> 6 City, state, and ZIP code Sugar Hill, GA 30518 </td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> <tr> <td colspan="2"> Requester's name and address (optional) </td> </tr> </table>		1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Reeves Young, LLC		2 Business name/disregarded entity name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)		5 Address (number, street, and apt. or suite no.). See instructions. 45 Peachtree Industrial Blvd.		6 City, state, and ZIP code Sugar Hill, GA 30518		7 List account number(s) here (optional)		Requester's name and address (optional)	
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Reeves Young, LLC																				
2 Business name/disregarded entity name, if different from above.																				
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P <i>Note:</i> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)																				
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)																				
5 Address (number, street, and apt. or suite no.). See instructions. 45 Peachtree Industrial Blvd.																				
6 City, state, and ZIP code Sugar Hill, GA 30518																				
7 List account number(s) here (optional)																				
Requester's name and address (optional)																				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
4	6		4	6	7	4	8	2	1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 04/09/2024
------------------	--------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

B. Experience and Qualifications/ C. Qualifications and Experience of Proposed Team

B1. Provide professional qualifications and description of experience for principal Project Executive, Project Manager, and/or Superintendent. C1. Describe your firm's proposed organization for the construction management team C2. Provide for each of the above personnel current resumes.



**CHAD
McLEOD**
LEED AP

PROJECT EXECUTIVE

EDUCATION

B.S. in Civil Engineering
Southern Polytechnic
State University

25%

Time Committed
to Project



**PUBLIC SAFETY
PROJECT**

CITY OF CARTERSVILLE PUBLIC SAFETY AND FIRE STATION

CARTERSVILLE, GA

New construction of a 55,000 SF Public Safety complex that includes Fire and Police Administration offices, evidence storage, booking, police dispatch, fitness center, locker room, and vehicle bay. The Public Safety Complex also includes Cartersville Fire Station No. 4 with three drive-through bays, day room, and sleeping quarters for 15. The building is designed to provide a back-up location for the Emergency Operations Center with a training room, watch room, and redundant power supply. The facility is LEED Certified utilizing sustainable site design, water and energy efficiency, and recycled over 95% of the construction waste.



**PUBLIC SAFETY
PROJECT**

CITY OF SANDY SPRINGS PUBLIC SAFETY BUILDING

SANDY SPRINGS, GA

Construction management at risk services for Public Safety Complex to contain the 60,000 SF Police Department, 22,000 SF Municipal Court, 8,600 SF 911 Center space, 4,000 SF Sally Port Addition, and a 4,000 SF Fleet Maintenance Facility. Spaces will include holding cells, multipurpose training and multipurpose room, training classrooms, community room, courtroom, court administration and judge's chambers, administration and office space, conference rooms, breakroom, armory and ammunition storage, evidence lab and storage, forensic lab, and interior courtyard.



**PUBLIC SAFETY
PROJECT**

CITY OF CONYERS PUBLIC SAFETY COMPLEX

CONYERS, GA

Project consists of approximately 34,000 SF renovation of the existing public safety complex including Police Headquarters, Court Services/Internal Affairs, Special Operations, CID building, and CSI Building.

CONYERS CITY HALL, UNDERGROUND PARKING & COUNCIL MEETING ROOM

The Conyers City Hall complex is a new two-story, 28,000 SF facility with underground employee parking deck. Funded with GO and City of Conyers 2017 SPLOST funds.



**PUBLIC SAFETY
PROJECT**

CITY OF CHAMBLEE POLICE HEADQUARTERS / MUNICIPAL COURT & PARK

CHAMBLEE, GA

New, 48,516 SF two-story public safety building and 17-acre public park. The building houses the Chamblee Police Department, Municipal Court operations, and a publicly accessible 2,700 SF Community Room.

BEACON MUNICIPAL COMPLEX POLICE HQ & MUNICIPAL COURT

DECATUR, GA

84,377 SF, three-building educational admin. bldg, community recreation center and police/court facility. Phased delivery.

CITY OF GREER FIRE STATION & POLICE TRAINING FACILITY

GREER, SC

30,000 SF Fire Station and a 30,000 SF multipurpose Police Training Center. The Fire Station will house living space and bunkrooms, offices, training space, a full kitchen, showers, and apparatus bay space. It will also include a Police Drop-in Station area. Multipurpose Police Training Center will be located on a separate parcel of land and will contain classrooms, offices, showers, a kitchen and serving area, an indoor shooting range with a range control and ammo storage space.



**PUBLIC SAFETY
PROJECT**

NEWNAN PUBLIC SAFETY COMPLEX

NEWNAN, GA

New, two-story complex on a four-acre site. 200-seat courtroom, jailer, holding cells, sally port as well as criminal investigations department with evidence processing lab. Also included Newnan Police Department training / support spaces, administrative area, restrooms and lockers.

CLAYTON COUNTY FIRE TRAINING FACILITY

RIVERDALE, GA

New 15,000 SF one-story fire and EMS training facility with large, multi-function classrooms, administrative offices, exercise area, break room and locker/shower area. The project required demolishing an existing burn building and reusing the existing site.

B. Experience and Qualifications/ C. Qualifications and Experience of Proposed Team



**PRINCIPAL POINT
OF CONTACT**

**MIKE
IEZZI**
LEED AP

PROJECT DIRECTOR

EDUCATION

B.S. in
Electrical Engineering and
Computer
Engineering
Southern Polytechnic
State University

CERTIFICATIONS AND TRAINING

LEED Accredited
Professional (AP)
GSWCC NPDES Erosion
Control Certified, OSHA
30 HR, First-Aid & CPR, Fall
Safety, Excavation Safety,
Scaffold Safety,
Confined Space Safety

25%

Time Committed
to Project



**PUBLIC SAFETY
PROJECT**

CITY OF SANDY SPRINGS PUBLIC SAFETY BUILDING SANDY SPRINGS, GA

Construction management at risk services for Public Safety Complex to contain the 60,000 SF Police Department, 22,000 SF Municipal Court, 8,600 SF 911 Center space, 4,000 SF Sally Port Addition, and a 4,000 SF Fleet Maintenance Facility. Spaces will include holding cells, multipurpose training and multipurpose room, training classrooms, community room, courtroom, court administration and judge's chambers, administration and office space, conference rooms, breakroom, armory and ammunition storage, evidence lab and storage, forensic lab, and interior courtyard.



**PUBLIC SAFETY
PROJECT**

CITY OF CONYERS PUBLIC SAFETY COMPLEX CONYERS, GA

Project consists of approximately 34,000 SF renovation of the existing public safety complex including Police Headquarters, Court Services/Internal Affairs, Special Operations, CID building, and CSI Building.



**PUBLIC SAFETY
PROJECT**

CITY OF CHAMBLEE POLICE HEADQUARTERS / MUNICIPAL COURT & PARK CHAMBLEE, GA

New, 48,516 SF two-story public safety building and 17-acre public park. The building houses the Chamblee Police Department, Municipal Court operations, and a publicly accessible 2,700 SF Community Room.



**PUBLIC SAFETY
PROJECT**

CITY OF CARTERSVILLE PUBLIC SAFETY AND FIRE STATION CARTERSVILLE, GA

New construction of a 55,000 SF Public Safety complex that includes Fire and Police Administration offices, evidence storage, booking, police dispatch, fitness center, locker room, and vehicle bay. The Public Safety Complex also includes Cartersville Fire Station No. 4 with three drive-through bays, day room, and sleeping quarters for 15. The building is designed to provide a back-up location for the Emergency Operations Center with a training room, watch room, and redundant power supply. The facility is LEED Certified utilizing sustainable site design, water and energy efficiency, and recycled over 95% of the construction waste.

CITY OF CHAMBLEE CITY HALL & COUNCIL MEETING ROOM CHAMBLEE, GA

Construction of a new 29,769 SF, 3-story city hall. Includes demolition of existing Police HQ & Civic Center, sitework, building, and hardscape improvements.



**PUBLIC SAFETY
PROJECT**

BEACON MUNICIPAL COMPLEX POLICE HQ & MUNICIPAL COURT DECATUR, GA

84,377 SF, three-building educational admin. bldg, community recreation center and police/court facility. Phased delivery.



**PUBLIC SAFETY
PROJECT**

CITY OF GREER FIRE STATION & POLICE TRAINING FACILITY GREER, SC

30,000 SF Fire Station and a 30,000 SF multipurpose Police Training Center. The Fire Station will house living space and bunkrooms, offices, training space, a full kitchen, showers, and apparatus bay space. It will also include a Police Drop-in Station area. Multipurpose Police Training Center will be located on a separate parcel of land and will contain classrooms, offices, showers, a kitchen and serving area, an indoor shooting range with a range control and ammo storage space.



**PUBLIC SAFETY
PROJECT**

NEWNAN PUBLIC SAFETY COMPLEX NEWNAN, GA

New, two-story complex on a four-acre site. 200-seat courtroom, jailer, holding cells, sally port as well as criminal investigations department with evidence processing lab. Also included Newnan Police Department training / support spaces, administrative area, restrooms and lockers.

CONYERS CITY HALL, UNDERGROUND PARKING & COUNCIL MEETING ROOM CONYERS, GA

The new Conyers City Hall complex is a new two-story, 28,000 SF facility with underground employee parking deck. Funded with GO and City of Conyers 2017 SPLOST funds.

B. Experience and Qualifications/ C. Qualifications and Experience of Proposed Team



**JAY
McCLELLAN**

**SENIOR
SUPERINTENDENT**

CERTIFICATIONS

Aerial Work Platform,
Material Handling,
CPR/First Aid, Excavation,
Scaffold Erection, Steel
Erection, Fall Protection,
OSHA 10 HR, NPDES,
Haz Com/SDS, Fire
Extinguishers, Hand/PWR
Tools, Silica, Excavation &
Trenching, Confined Space,
Rigging/Signaling

75%

Time Committed
to Project



**PUBLIC SAFETY
PROJECT**

CITY OF SANDY SPRINGS PUBLIC SAFETY BUILDING SANDY SPRINGS, GA

Construction management at risk services for Public Safety Complex to contain the 60,000 SF Police Department, 22,000 SF Municipal Court, 8,600 SF 911 Center space, 4,000 SF Sally Port Addition, and a 4,000 SF Fleet Maintenance Facility. Spaces will include holding cells, multipurpose training and multipurpose room, training classrooms, community room, courtroom, court administration and judge's chambers, administration and office space, conference rooms, breakroom, armory and ammunition storage, evidence lab and storage, forensic lab, and interior courtyard.



**PUBLIC SAFETY
PROJECT**

CITY OF CONYERS PUBLIC SAFETY COMPLEX CONYERS, GA

Project consists of approximately 34,000 SF renovation of the existing public safety complex including Police Headquarters, Court Services/Internal Affairs, Special Operations, CID building, and CSI Building.



**PUBLIC SAFETY
PROJECT**

NEWNAN PUBLIC SAFETY COMPLEX NEWNAN, GA

36,500 SF, two-story complex on a four-acre site. 200-seat courtroom, holding cells, sally port as well as criminal investigations department with evidence processing lab. Also included Newnan Police Department training / support spaces, administrative area, restrooms and lockers.



**PUBLIC SAFETY
PROJECT**

CITY OF GREER, FIRE STATION & POLICE TRAINING FACILITY GREER, SC

30,000 SF Fire Station and a 30,000 SF multipurpose Police Training Center. The Fire Station will house living space and bunkrooms, offices, training space, a full kitchen, showers, and apparatus bay space. It will also include a Police Drop-in Station area. Multipurpose Police Training Center will be located on a separate parcel of land and will contain classrooms, offices, showers, a kitchen and serving area, an indoor shooting range with a range control and ammo storage space.

CITY OF LAWRENCEVILLE PUBLIC WORKS CAMPUS LAWRENCEVILLE, GA

New public works campus on 24.5 acres. Administrative office space for Gas,

Electric, Damage Prevention, Streets and Sanitation departments. Fleet Garage with enclosed vehicle bays, parts storage and shop areas. Covered vehicle, equipment and large parts storage areas with equipment/material laydown areas.



**PUBLIC SAFETY
PROJECT**

CITY OF CHAMBLEE POLICE HEADQUARTERS / MUNICIPAL COURT & PARK CHAMBLEE, GA

New, 48,516 SF two-story public safety building and 17-acre public park. The building houses the Chamblee Police Department, Municipal Court operations, and a publicly accessible 2,700 SF Community Room.

BEACON MUNICIPAL COMPLEX POLICE HQ & MUNICIPAL COURT DECATUR, GA

84,377 SF, three-building educational admin. bldg, community recreation center and police/court facility. Phased delivery.

FOUNTAIN INN PUBLIC WORKS FOUNTAIN INN, SC

New construction of a 23,667 SF facility for the Natural Gas/Street/Sewer Departments on 9.5 acres of land in Laurens County. The building houses approximately 35 employees and 125 vehicles, also including private offices, cubicles, break rooms, large meeting areas, small training rooms, a kitchen, bathrooms with lockers and showers, warehouse facilities, and outdoor storage.



**PUBLIC SAFETY
PROJECT**

GWINNETT COUNTY FIRE STATION 13 SUWANEE, GA

New construction of a single-story fire station with 3 apparatus bays, 12 bunk areas, locker rooms with showers, turn-out gear room, mud room, Battalion Commander suite, officers, fitness room, day room, dining room, kitchen, and other support space. Heavy civil scope work included site development including grading, storm, waterline, and sanitary utilities infrastructure.



**PUBLIC SAFETY
PROJECT**

CITY OF SANDY SPRINGS FIRE STATION NO. 2 SANDY SPRINGS, GA

The new two-story, 21,144 SF fire station will contain a three bay apparatus storage room with adjacent support areas, decontamination shower, gear wash area, gear storage, equipment storage, living areas, kitchen, conference room, offices, sleeping quarters, restrooms, fitness room, training areas, and other associated spaces.

B. Experience and Qualifications/ C. Qualifications and Experience of Proposed Team



BRANTLEY WILLIAMS

SUPERINTENDENT

EDUCATION

B.S. in Construction Management from Georgia Southern University

CERTIFICATIONS

OSHA 30 HR Certified
CPR Certified

100%

Time Committed to Project



GWINNETT COUNTY FIRE STATION 13 - SUWANEE, GA



GWINNETT COUNTY FIRE STATION 13 SUWANEE, GA

PUBLIC SAFETY PROJECT

New construction of a single-story fire station with 3 apparatus bays, 12 bunk areas, locker rooms with showers, turn-out gear room, mud room, Battalion Commander suite, officers, fitness room, day room, dining room, kitchen, and other support space. Heavy civil scope work included site development including grading, storm, waterline, and sanitary utilities infrastructure.

INTERIOR RENOVATION OF GROSSBECK AND RILEY BUILDINGS HOLY INNOCENTS' EPISCOPAL SCHOOL SANDY SPRINGS, GA

Project included renovation of Science and Art rooms at to allow for more students.

THE HUMANITIES BUILDING HOLY INNOCENTS' EPISCOPAL SCHOOL SANDY SPRINGS, GA

New, 3-story high school building that includes faculty offices, 28 classrooms, café, book store, media center and IT help desks.



CITY OF SANDY SPRINGS FIRE STATION NO. 5 SANDY SPRINGS, GA

PUBLIC SAFETY PROJECT

Construction of a 10,192 SF, two-story fire station facility with two apparatus bays, a decontamination shower, gear and equipment storage rooms, and a gear wash area. It will house living areas, a kitchen, a conference room, offices, sleeping quarters, restrooms, and a fitness area.

LOWER SCHOOL BUILDING HOLY INNOCENTS' EPISCOPAL SCHOOL SANDY SPRINGS, GA

New, 3-story building that contains 18 classrooms, science labs, orchestra and chorus rooms, theater arts room, media center and faculty offices.

WALNUT GROVE BASEBALL COMPLEX Walton County, GA

The Walnut Grove facility will feature numerous attractions including a softball complex, an amphitheater, a splash pad, teen center and walking trails. Phase II of the project will also feature soccer fields and tennis courts

LAMBERT HIGH SCHOOL SUWANEE, GA

Addition for Lambert High School. This includes CMU structure with sports medicine lab, bio tech lab, kitchen, freezer, and cooler.

B. Experience and Qualifications/ C. Qualifications and Experience of Proposed Team



MARCO DONJUAN

PROJECT MANAGER

EDUCATION

B.S. in
Construction Engineering
Kennesaw State University

CERTIFICATIONS AND TRAINING

EIT LICENSE NO.
EIT026475
GSWCC, NPDES Erosion
Control Blue Card Certified
OSHA 30 HR, First Aid,
AED, CPR, Bloodborne
Pathogens, Fire
Extinguisher Certified,
Hand/ PWR Tools, Silica, Fall
Protection, Excavation &
Trenching, Confined Space,
Rigging/Signaling

25%

Time Committed
to Project



CITY OF SANDY SPRINGS PUBLIC SAFETY BUILDING SANDY SPRINGS, GA

PUBLIC SAFETY
PROJECT

Construction management at risk services for Public Safety Complex to contain the 60,000 SF Police Department, 22,000 SF Municipal Court, 8,600 SF 911 Center space, 4,000 SF Sally Port Addition, and a 4,000 SF Fleet Maintenance Facility. Spaces will include holding cells, multipurpose training and multipurpose room, training classrooms, community room, courtroom, court administration and judge's chambers, administration and office space, conference rooms, breakroom, armory and ammunition storage, evidence lab and storage, forensic lab, and interior courtyard.



CITY OF CHAMBLEE POLICE HEADQUARTERS / MUNICIPAL COURT & PARK CHAMBLEE, GA

PUBLIC SAFETY
PROJECT

New, 48,516 SF two-story public safety building and 17-acre public park. The building houses the Chamblee Police Department, Municipal Court operations, and a publicly accessible 2,700 SF Community Room.

CONYERS CITY HALL, UNDERGROUND PARKING & COUNCIL MEETING ROOM CONYERS, GA

Conyers City Hall complex is a new two-story, 28,000 SF facility with underground employee parking deck. Funded with GO and City of Conyers 2017 SPLOST funds.



CITY OF CONYERS PUBLIC SAFETY COMPLEX CONYERS, GA

PUBLIC SAFETY
PROJECT

Project consists of approximately 34,000 SF renovation of the existing public safety complex including Police Headquarters, Court Services/ Internal Affairs, Special Operations, CID building, and CSI Building.



CITY OF CARTERSVILLE PUBLIC SAFETY AND FIRE STATION CARTERSVILLE, GA

PUBLIC SAFETY
PROJECT

New construction of a 55,000 SF Public Safety complex that includes Fire and Police Administration offices, evidence storage, booking, police dispatch, fitness center, locker room, and vehicle bay. The Public Safety Complex also includes Cartersville Fire Station No. 4 with three drive-through bays, day room, and sleeping quarters for 15. The building is designed to provide a back-up location for the Emergency Operations Center with a training room, watch room, and redundant power supply. The facility is LEED Certified utilizing sustainable site

design, water and energy efficiency, and recycled over 95% of the construction waste.

BEACON MUNICIPAL COMPLEX POLICE HQ & MUNICIPAL COURT DECATUR, GA

84,377 SF, three-building educational admin. bldg, community recreation center and police/court facility. Phased delivery.

CITY OF LAWRENCEVILLE PUBLIC WORKS CAMPUS LAWRENCEVILLE, GA

New public works campus on 24.5 acres. Administrative office space for Gas, Electric, Damage Prevention, Streets and Sanitation departments. Fleet Garage with enclosed vehicle bays, parts storage and shop areas. Covered vehicle, equipment and large parts storage areas with equipment/material laydown areas.

JIM MILLER EXHIBIT HALL MARIETTA, GA

Demo of two exhibit halls and construction of 41,000 SF building with a large lobby area surrounded on two sides by glass curtain walls. Kitchen with two windows to support concession sales to both the main exhibit halls and exterior plaza area. Self-performed heavy civil.

FOUNTAIN INN PUBLIC WORKS FOUNTAIN INN, SC

New construction of a 23,667 SF facility for the Natural Gas/Street/Sewer Departments on 9.5 acres of land in Laurens County. The building houses approximately 35 employees and 125 vehicles, also including private offices, cubicles, break rooms, large meeting areas, small training rooms, a kitchen, bathrooms with lockers and showers, warehouse facilities, and outdoor storage.



GWINNETT COUNTY FIRE STATION NO. 13 SUWANEE, GA

Construction of new single-story fire station with 3 apparatus bays, 12 bunk areas, locker rooms with showers, turn-out gear room, and mud room. It also includes a Battalion Commander suite, offices, fitness room, dayroom, dining room, kitchen and other support space.

SUNTRUST PARK (NOW TRUIST STADIUM) COBB COUNTY, GA

Orange Parking Deck of 393 Spaces Parking Deck Metromont Precast 140,000 SF and 2 Elevators

B. Experience and Qualifications/ C. Qualifications and Experience of Proposed Team



CHARLIE WHITING

**DIRECTOR OF
PRECONSTRUCTION/
COST ESTIMATOR**

EDUCATION

B.S. in Building
Construction from Auburn
University

TRAINING

OSHA 30 HR

25%

Time Committed
to Project



**PUBLIC SAFETY
PROJECT**

CITY OF SANDY SPRINGS PUBLIC SAFETY BUILDING SANDY SPRINGS, GA

Construction management at risk services for Public Safety Complex to contain the 60,000 SF Police Department, 22,000 SF Municipal Court, 8,600 SF 911 Center space, 4,000 SF Sally Port Addition, and a 4,000 SF Fleet Maintenance Facility. Spaces will include holding cells, multipurpose training and multipurpose room, training classrooms, community room, courtroom, court administration and judge's chambers, administration and office space, conference rooms, breakroom, armory and ammunition storage, evidence lab and storage, forensic lab, and interior courtyard.



**PUBLIC SAFETY
PROJECT**

NEWNAN PUBLIC SAFETY COMPLEX NEWNAN, GA

New, two-story complex on a four-acre site. 200-seat courtroom, jailer, holding cells, sally port as well as criminal investigations department with evidence processing lab. Also included Newnan Police Department training / support spaces, administrative area, restrooms and lockers.

CONYERS CITY HALL, UNDERGROUND PARKING & COUNCIL MEETING ROOM CONYERS, GA

Conyers City Hall complex is a new two-story, 28,000 SF facility with underground employee parking deck. Funded with GO and City of Conyers 2017 SPLOST funds.



**PUBLIC SAFETY
PROJECT**

CITY OF CONYERS PUBLIC SAFETY COMPLEX CONYERS, GA

Project consists of approximately 34,000 SF renovation of the existing public safety complex including Police Headquarters, Court Services/Internal Affairs, Special Operations, CID building, and CSI Building.



**PUBLIC SAFETY
PROJECT**

CITY OF CHAMBLEE POLICE HEADQUARTERS / MUNICIPAL COURT & PARK CHAMBLEE, GA

New, 48,516 SF two-story public safety building and 17-acre public park. The building houses the Chamblee Police Department, Municipal Court operations, and a publicly accessible 2,700 SF Community Room.

CITY OF CHAMBLEE CITY HALL & COUNCIL MEETING ROOM CHAMBLEE, GA

Construction of a new 29,769 SF 3-story city hall. Includes demolition of existing Police HQ & Civic Center, sitework, building, and hardscape improvements.

BEACON MUNICIPAL COMPLEX POLICE HQ & MUNICIPAL COURT DECATUR, GA

84,377 SF, three-building educational admin. bldg, community recreation center and police/court facility. Phased delivery.

FOUNTAIN INN PUBLIC WORKS FOUNTAIN INN, SC

New construction of a 23,667 SF facility for the Natural Gas/Street/Sewer Departments on 9.5 acres of land in Laurens County. The building houses approximately 35 employees and 125 vehicles, also including private offices, cubicles, break rooms, large meeting areas, small training rooms, a kitchen, bathrooms with lockers and showers, warehouse facilities, and outdoor storage.

CITY OF LAWRENCEVILLE PUBLIC WORKS CAMPUS LAWRENCEVILLE, GA

New public works campus on 24.5 acres. Administrative office space for Gas, Electric, Damage Prevention, Streets and Sanitation departments. Fleet Garage with enclosed vehicle bays, parts storage and shop areas. Covered vehicle, equipment and large parts storage areas with equipment/material laydown areas.

TOWNS COUNTY COURTHOUSE RENOVATION AND ADDITION HIAWASSEE, GA

Project consists of 12,800 SF renovation and 9,500 SF addition. This includes a new stair tower, building system upgrades, a comprehensive renovation of the interior, and a new roof. The addition houses two courtrooms with expanded office and administration space for the courts and county commissioner.

COBB EMC ADDITION AND RENOVATION BUILDING 1000 ATLANTA, GA

Total interior renovation and addition of an occupied building in two phases. Scope included new mechanical system, new roof, new doors on three building entrances, and increased community space, office areas, roof patio. Also includes enhanced handicap parking areas and parking lot repaving.

B. Experience and Qualifications



CARTERSVILLE PUBLIC SAFETY COMPLEX & FIRE STATION NO. 4

CARTERSVILLE, GA

PROJECT DESCRIPTION

Reeves Young provided Construction Management at-Risk services for the construction of a 55,000 SF Public Safety complex that includes Fire and Police Administration offices, crime lab and evidence storage, booking, police dispatch, fitness center, locker room, and three-bay fire station. It was designed to provide back-up for the Emergency Operations Center with a training room, watch room, and redundant power supply. The complex also includes the 6,000 SF Cartersville Fire Station No. 4 with three drive-through bays, a day room, and sleeping quarters for 15. The new facility was constructed utilizing sustainable site design, water and energy efficiency, and over 95% of the construction waste was recycled.

PROJECT PERSONNEL

- Chad McLeod, Project Executive*
- Mike Iezzi, Project Director*
- Marco Donjuan, Project Manager*
- Jay McClellan, Superintendent*

*Currently Employed at Reeves Young & Assigned to this Project



CMAR



Public Safety



Government
Building

CONTRACT VALUE

ORIGINAL \$14.8M

ACTUAL \$14.7M

CONSTRUCTION SCHEDULE

ORIGINAL

10/10/2011 - 12/3/2012

ACTUAL

10/10/2011 - 12/3/2012

DELIVERY METHOD

Construction Management
at Risk (CMAR)

OWNER

Dan Porta, City Manager
City of Cartersville
dporta@cityofcartersville.org
770.655.0257

ARCHITECT

CROFT & Associates
Jim Croft
jim@croftandassociates.com
770.529.771

B. Experience and Qualifications

CARTERSVILLE PUBLIC SAFETY COMPLEX & FIRE STATION NO. 4 CARTERSVILLE, GA



"Please allow me to express to you my deep appreciation and admiration on the quality of building you have constructed for us, as well as the caliber of personnel on your staff. After 34 years in law enforcement, this is the first time I have been so intimately involved in a building project of this scale, and my expectations were exceeded on day one.

I have been immeasurably pleased with the construction process and how your staff worked openly with our agency and the City.

-Thomas N. Culpepper, Chief of Police
City of Cartersville



City of Cartersville

Reeves Young acquired Potts Construction in 2014

May 3, 2013

To Whom It May Concern:

Potts Construction was hired in September 2011 by the City of Cartersville as Construction Manager at Risk for our Public Safety Headquarters and Fire Station #4. The city's goal was to hire a contractor that would work with us in building two new buildings while at the same time trying to use as much local subcontractors as possible.

From the beginning, Potts Construction worked diligently to recruit local subcontractors and helped them as much as possible in submitting a bid for potential work on these projects. The upfront work by Potts Construction was successful and approximately 40% of the costs of these two buildings was spent on local subcontractors.

In addition, the work by Potts Construction Project Managers (John Lukens & Cameron Thomas) and Site Superintendents (John Bohannon & Marvin King) was exceptional and they kept me abreast of daily progress and any potential issues. The entire Potts Construction team was on the city's side and worked tirelessly to see that the city's best interest was served.

I have been very satisfied with the work done by Potts Construction and would definitely recommend this company for your project.

If you have any questions, please feel free to contact me at 770-387-5672.

Sincerely,

Dan Porta
Assistant City Manager



"Providing dependable service while preserving an exceptional quality of life."

P.O. Box 1390 • One North Erwin Street • Cartersville, Georgia 30120
Telephone: 770-387-5616 • Fax: 770-386-5841 • www.cityofcartersville.org



B. Experience and Qualifications

B2. Provide information on the firm's experience on projects of comparable size, function, and complexity (similar type of construction as the incumbent project). Describe no more than five (5) and no less than three (3) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the project at hand.



CHAMBLEE PUBLIC SAFETY HEADQUARTERS

CHAMBLEE, GA

PROJECT DESCRIPTION

Reeves Young provided preconstruction and construction services for this two-story, 28,000 SF **public safety building** which houses the Chamblee Police Department including K-9 units, Municipal Court operations, a publicly accessible community room, K-9 holding kennels, sally port, intake and holding areas, specimen collection labs, and office suites. The site also features a 17-acre public park with a dog recreation area.

PROJECT PERSONNEL

- Chad McLeod, Project Executive*
- Mike Iezzi, Project Director*
- Marco Donjuan, Project Manager*
- Jay McClellan, Superintendent*
- Charlie Whiting, Cost Estimator*

*Currently Employed at Reeves Young & Assigned to this Project



CMAR



Public Safety



Government
Building



Training
Space

CONTRACT VALUE

ORIGINAL \$18.6M

ACTUAL \$18.3M

CONSTRUCTION SCHEDULE

ORIGINAL

6/1/2019 - 3/23/2021

ACTUAL

6/1/2019 - 3/23/2021

DELIVERY METHOD

Construction Management
at Risk (CMAR)

OWNER

City of Chamblee
Kristen Gorham
Deputy City Manager
kgorham@chambleega.gov
470.395.2322

ARCHITECT

Precision Planning, Inc.
Lance Davis
Assistant Vice President
321LD@ppi.us
770.962.8000

CHAMBLEE PUBLIC SAFETY HEADQUARTERS

CHAMBLEE, GA



"I wanted to acknowledge the work and commitment you and your team made to us throughout the entire process. This project was highly anticipated and closely monitored. Our City Council and city staff were thrilled that the Reeves Young team delivered the project **ahead of schedule with capital left to spend on last minute improvements.** We greatly look forward to working together again on our next project and achieving even more success."

-Kristen H. Gorham
City of Chamblee
Deputy City Manager



CITY OF CHAMBLEE

5468 PEACHTREE ROAD CHAMBLEE, GA 30341

October 24, 2022

Reeves Young
45 Peachtree Industrial Blvd
Sugar Hill, GA 30518

Good Morning,

I want to thank you and your team for all the incredible work Reeves Young recently completed on our Police Headquarters and Municipal Court and our New City Hall.

The completion of the new Police Headquarters and Municipal Court building is what we refer to in our industry as "world class." And as Mayor Mock said at the Ribbon Cutting for City Hall, "It was an amazing experience and you guys have a lot to be proud of. Great job."

These projects were not simple, nor did they come without their share of challenges, but one thing we could always rely on was having you and your team leading the effort to get us across the finish line.

Your team has been one of the best construction experiences we have ever had. It is evident that your knowledge, experience, approach to your work, as well as the overall Reeves Young process at managing construction projects, is what guarantees such a successful finished product.

I also wanted to acknowledge the work and commitment you and your team made to us throughout the entire process. These projects were highly anticipated and closely monitored. Our City Council and city staff were thrilled that the RY team delivered ahead of schedule with capital left to spend on last minute improvements.

Thank you again for everything you all have done for us. Your team, and the Reeves Young organization has made a lasting impression. We greatly look forward to working together again on our next project and achieving even more success!

Sincerely,

Kristen H. Gorham

Kristen H. Gorham
Deputy City Manager

P 770.986.5010

F 770.986.5014

W www.chambleega.gov



2450 Commerce Avenue | Suite 100
Duluth, GA 30096-8910
770.263.5945 | F 770.263.0166
oneatlas.com

August 12, 2021

To Whom it May Concern

Subject: Reeves Young

In my capacity as Program Manager working for various governmental entities, I have worked with Reeves Young on two major projects with Reeves Young serving as the CM-at-Risk.

I dealt with their management, team of estimators, project managers and superintendents on both projects and found Reeves Young's organization and staff to be very professional, knowledgeable and well organized.

My most recent experience working with Reeves Young was the preconstruction services and construction of the City of Chamblee Police Headquarters and Municipal Courts Building.

The project team was well versed in the technical details required for timely and proper construction of the project. They made themselves available when needed and were very transparent with both the financial and technical aspects of the project.

They moved quickly to solve any issues that arose and took the necessary steps to keep the project moving toward an on-schedule completion.

I would not hesitate to work with Reeves Young again on future projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Russell A. Small".

Russell A. Small
SE Region Vertical Program
Manager

B. Experience and Qualifications

"I'm pleased we were able to select a strong construction partner for our new public safety building. Reeves Young has extensive experience specific to public safety building projects and we are excited to work with them to construct a first-class facility."

- Mayor Rusty Paul
City of Sandy Springs



SANDY SPRINGS PUBLIC SAFETY COMPLEX SANDY SPRINGS, GA

PROJECT DESCRIPTION

Reeves Young is providing Construction Management at-Risk services for the renovation of an existing 4-story, 106,678 SF office building to house a new **60,000 SF Police Headquarters** and a 22,000 SF Municipal Courts facility.

The scope also includes the addition of a new 4,000 SF sally port, a 4,000 SF fleet maintenance facility, an 8,600 SF 911 Center shell space, indoor and outdoor firing ranges, utility modifications and parking lot renovations. We are also building **Fire Station #5**. It is a two story structure consisting of approximately 10,912 SF.

The project is pursuing LEED certification.

PROJECT PERSONNEL

- Chad McLeod, Project Executive*
- Mike Iezzi, Project Director*
- Marco Donjuan, Project Manager*
- Jay McClellan, Superintendent*
- Charlie Whiting, Cost Estimator*

*Currently Employed at Reeves Young & Assigned to this Project



CMAR



Public Safety



Government
Building

CONTRACT VALUE

ORIGINAL \$46.7M
ACTUAL TBD

CONSTRUCTION SCHEDULE

In Progress

DELIVERY METHOD

Construction Management
at Risk (CMAR)

OWNER

City of Sandy Springs
Richard Collins
Construction Manager
rcollins@sandyspringsga.gov
404.931.7704

ARCHITECT

Jericho Design
Doug Shaw, CEO
dshaw@jericho-design.com
470.529.1040

B. Experience and Qualifications



City of Sandy Springs Fire Department

Keith Sanders, Fire Chief

November 9, 2022

To whom it may concern,

As the Fire Chief of the Sandy Springs Fire Department, Sandy Springs, Georgia, I have had the pleasure of working with Reeves Young Construction Company.

Reeves Young was selected to construct a 21,144 square feet fire station, located at 135 Johnson Ferry Road, Sandy Springs, Georgia. The Project team members included Project Manager Mike Iezzi, Senior Project Manager Marco DonJuan, General Superintendent Jay McClellan, Superintendent Jim Pedersen, and Project Engineer Isaiah Arnold.

Each member of the project team was engaged throughout the construction process which was extremely challenging due to the Pandemic and supply chain challenges. I was so impressed with the team's ability to PIVOT and offer constructive yet qualitative alternatives throughout the project.

I want to specifically recognize Superintendent Jim Pedersen. In my 43-year career, I have overseen 6 major public safety building projects and I have never had the pleasure of working with a Superintendent like Jim. Jim's expertise, people skills, communications skills, and attention to details shined throughout the project!

The entire team made the journey pleasurable and city leadership, and I could not be more proud of the finished project! I am so proud of the quality and craftsmanship the sub-contractors put into the project and the completed building is a beautiful facility!

I highly recommend Reeves and Young.

Sincerely,

Keith Sanders
Fire Chief



B. Experience and Qualifications



GWINNETT COUNTY FIRE STATION NO. 13 SUWANEE, GA

PROJECT DESCRIPTION

Reeves Young provided full preconstruction and construction services for this 10,778 SF single story fire station for Gwinnett County featuring three drive-through apparatus bays, gear and equipment room, mud room, industrial grade kitchen, individual bunk-room cubicles with separate male and female locker and shower facilities, Battalion Commander suite, fitness room, day room, dining room, administrative office area, and other support space. The building houses a fire engine, ambulance, and five firefighters and paramedics each day. As future growth demands, the station can accommodate up to 11 personnel at a time. The station was constructed to meet EarthCraft Light Commercial green building standards, which supports Gwinnett County's sustainability goals and focus on energy and water efficiency, building durability, and improved occupant health and comfort.

PROJECT PERSONNEL

- Chad McLeod, Project Executive*
- Mike Iezzi, Project Director*
- Marco Donjuan, Project Manager*
- Jay McClellan, Senior Superintendent*
- Brantley Williams, Superintendent*
- Charlie Whiting, Cost Estimator*

*Currently Employed at Reeves Young & Assigned to this Project



CMAR



Public Safety



Government
Building

CONTRACT VALUE

ORIGINAL \$7M

ACTUAL \$7M

CONSTRUCTION SCHEDULE

ORIGINAL

8/16/2021 - 9/22/2022

ACTUAL

8/16/2021 - 9/22/2022

DELIVERY METHOD

Construction Management
at Risk (CMAR)

OWNER

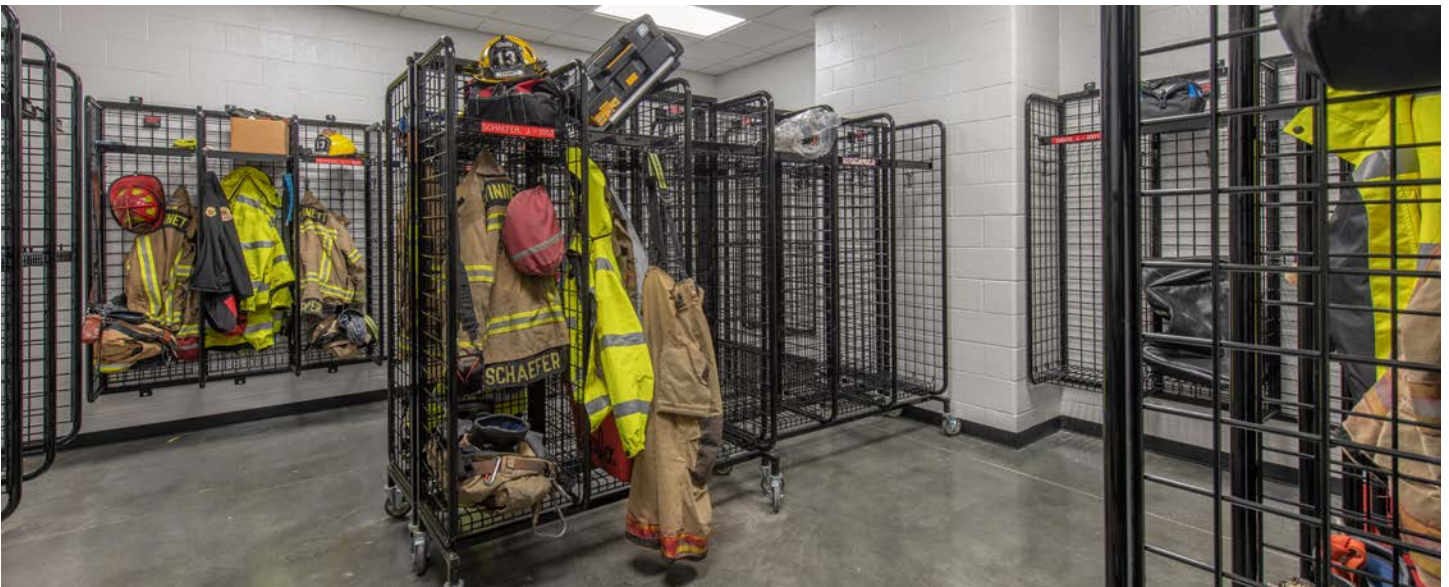
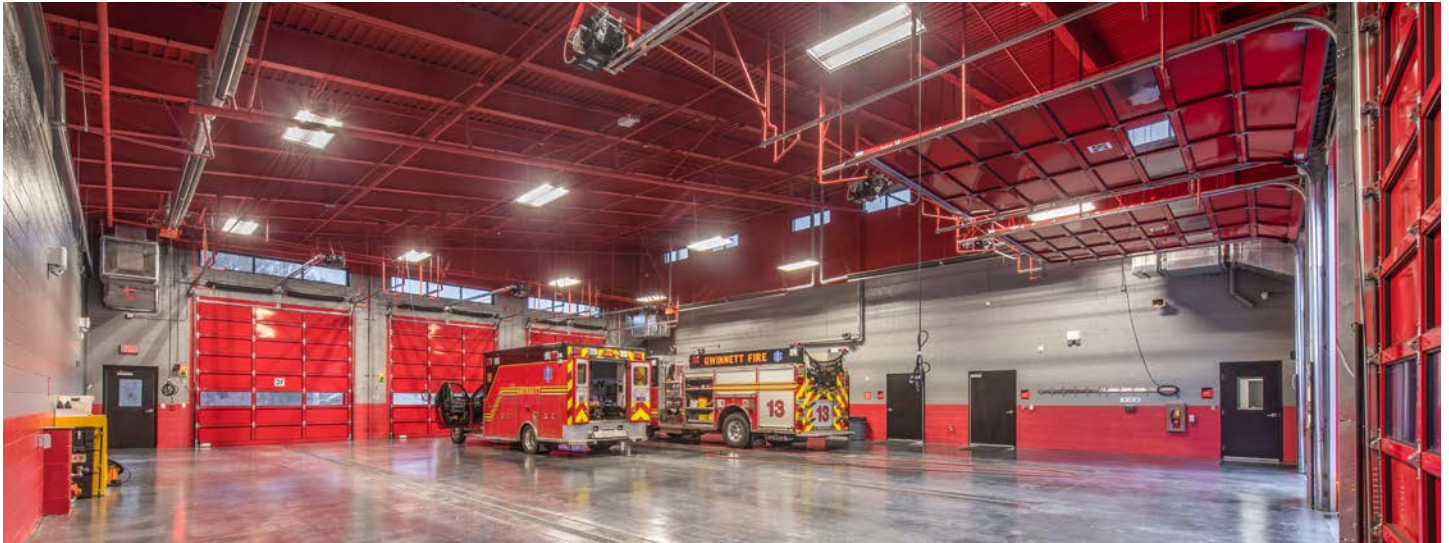
Gwinnett County
Jeff Hairston, Program Manager
jeff.hairston@gwinnettcountry.
com
770.653.0767

ARCHITECT

Precision Planning Inc.
Elizabeth Hudson, RA
lizhudson@ppi.us
770.962.8000

GWINNETT COUNTY FIRE STATION NO. 13

SUWANEE, GA



B. Experience and Qualifications



February 27, 2024

Attn. Mr. Taylor White, Project Manager
Reeves Young LLC
45 Peachtree Industrial Boulevard
Sugar Hill, GA 30518

Re: Gwinnett County Fire Station #13

To Whom it May Concern:

Precision Planning, Inc. (PPI) was pleased to work with Reeves Young LLC, specifically Taylor White (Construction Project Manager) and Brantley Williams (Construction Superintendent) on the Gwinnett County Fire Station #13 project.

This was the construction of a new 10,800 SF three bay fire station with twelve bunks, a Battalion Commanders suite, gym, and full kitchen. This project had a complex site and was a joint effort between Gwinnett County and the City of Suwanee, which required special coordination with all entities involved.

Both Taylor and Brantley were very knowledgeable, professional, and had a great work ethic. They were very easy to work with, fair, and produced a high-quality construction project. Precision Planning, Inc. enjoyed working with both of them on this project, and would gladly work with them again on future projects.

Should you have any questions related to PPI's experience working with Taylor White or Brantley Williams please feel free to call me at 770-338-8000.

Sincerely,

A handwritten signature in blue ink that reads 'Elysha Wood'.

Elysha Wood, Project Manager
Senior Associate

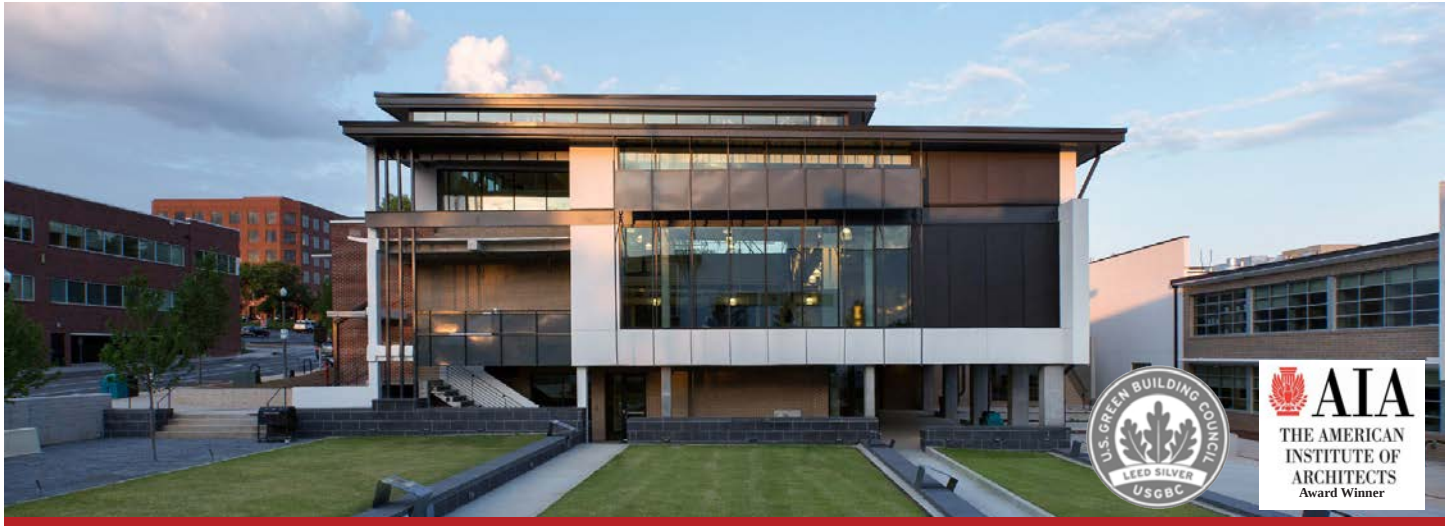
LH/kb

C:\Users\S70ew\Desktop\Recommendation Letter 02-27-24.doc

c: File

400 Pike Boulevard • Lawrenceville, Georgia • 30046
770.338.8000 • www.ppi.us

B. Experience and Qualifications



BEACON MUNICIPAL COMPLEX POLICE HEADQUARTERS

DECATUR, GA

PROJECT DESCRIPTION

Reeves Young provided Construction Management at Risk services for this LEED Silver, 84,377 SF, award-winning Municipal Complex. The complex contains Police Headquarters and Municipal Court, Administration Building with public meeting rooms, offices, classrooms, open seating lobby, and a new Active Living Recreation Center with Gymnasium, community pool, and classrooms. A plaza connects the three buildings.

This project was incredibly challenging due to the multiple end users occupying this 3-building complex. The campus was occupied throughout the completion of the project, which required a phased delivery of each building. The project site also posed significant challenges due to the amount of site flooding. Our team collaborated significantly with the design team. We installed a 1.3-acre underground stormwater detention vault built with functional storage capacity from the onset to prevent the flooding of the new construction. Even with the significant site challenges, our team's early involvement in the project providing design and constructability reviews, enabled us to complete the project safely, on time, and under budget.

PROJECT PERSONNEL

- Chad McLeod, Project Executive*
- Mike Iezzi, Project Director*
- Marco Donjuan, Project Manager*
- Jay McClellan, Senior Superintendent*
- Brantley Williams, Superintendent*
- Charlie Whiting, Cost Estimator*

**Currently Employed at Reeves Young & Assigned to this Project*

CONTRACT VALUE

ORIGINAL \$16.8M
ACTUAL \$16.8M

CONSTRUCTION SCHEDULE

ORIGINAL
4/10/2013 - 3/18/2015

ACTUAL
4/10/2013 - 3/18/2015

DELIVERY METHOD

Construction Management
at Risk (CMAR)

OWNER

City of Decatur
Andrea Arnold, City Manager
andrea.arnold@decaturga.com
404.370.4102

ARCHITECT

Rutledge Alcock Architects
Andy Rutledge
andy@rutledge-alcock.com
404.214.5797



CMAR

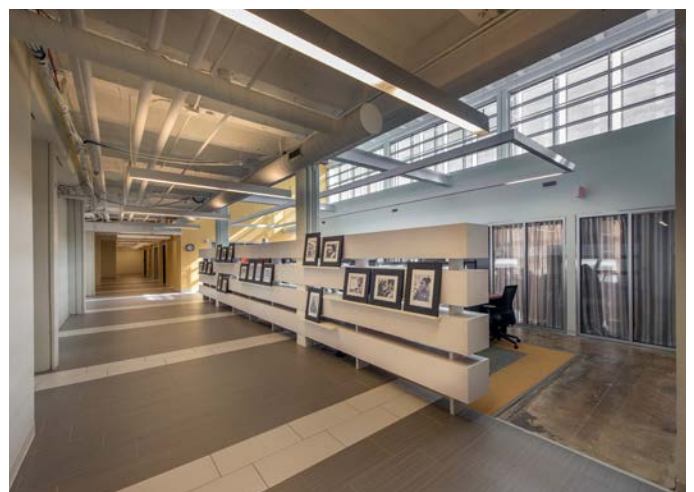
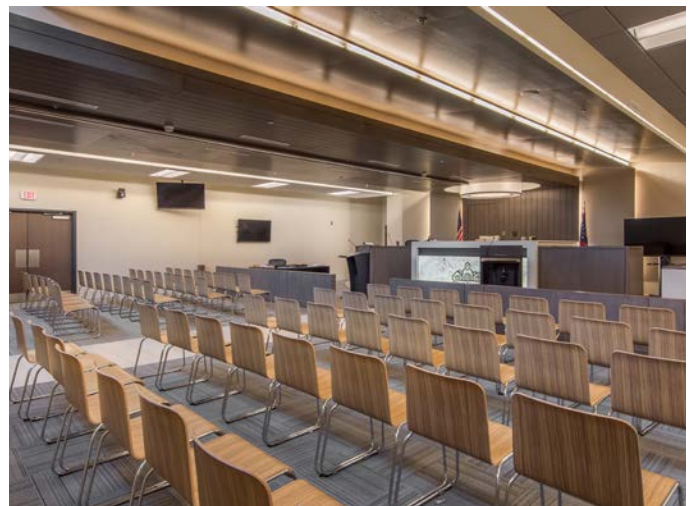


Public Safety



Government
Building

BEACON MUNICIPAL COMPLEX POLICE HEADQUARTERS DECATUR, GA





Reeves Young acquired Potts Construction in 2014

Police Department

420 West Trinity Place

P.O. Box 220

Decatur, Georgia 30031

404-373-6551 • Fax 404-370-4117

info@decaturga.com • www.decaturga.com

February 26, 2015

To Whom It May Concern:

I am writing this letter to express my satisfaction with the services of Potts Construction. Potts Construction was hired by the City of Decatur to perform a multi-phase project, which included the construction of an underground water detention facility, a Municipal Police and Court Facility, the extensive renovation of a building for use as the City Schools Administrative Offices and the renovation of a historic gymnasium.

As an end user of one of the projects (police), I cannot express strongly enough my satisfaction with the professionalism of this company's staff. Not only were they receptive to needed changes discovered during construction, but their collective knowledge obtained through previous similar projects, resulted in a more functional facility.

As this was a multi-phase project, we moved into our facility while work was still being conducted at the site. The conduct of Potts' staff as well as that of their sub-contractors was exemplary. The staff was cognizant of the security considerations inherent in a police/court facility and worked diligently to ensure their activities did not hinder ours. In particular, Project Managers Chris Webb and Adam Waite worked closely with city staff and are both to be commended on their responsiveness and professionalism.

Although I have never been involved in a building project as extensive as this, I will say Potts Construction exceeded my expectations in the product they delivered. I and my co-workers are thrilled with our new facility. I would have no hesitation in recommending this company to anyone looking for an experienced, talented and professional construction company.

If you have any questions, please feel free to contact me.

Sincerely,

J.K. Lee

Deputy Police Chief

Decatur Police Department

678 553-6620

keith.lee@decaturga.com

An Equal Opportunity Employer

C. Qualifications and Experience of Proposed Project Team

C3. Identify the individual who, from project start to finish, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.



MIKE IEZZI | Project Director

Leader of the Construction Team and Principal Point of Contact



Leadership/Competence

As Project Executive, Mike is the leader of the construction team and will be the principal point of contact between Reeves Young, the City of Fairburn, the Architect, and others as applicable. He will coordinate the efforts of our Preconstruction and Construction departments through the project's planning, construction, commissioning, and warranty phases. Mike brings over 24 years of Construction Management experience to your project. He has managed large complex projects, lending his expertise to cost estimation, budget development, subcontractor contract negotiations, financial management, schedule development, implementation, and project coordination. Mike works closely with the Preconstruction team to ensure your Project will be set up for success. During Construction, he leads the team to ensure cost, schedule, safety, and quality are being managed to exceed everyone's expectations. Mike possesses an analytical approach to problem-solving and can grasp the overall picture while minding the details involved. He is a cheerful and proactive communicator who addresses issues in a way that all team members understand.



Achieving Customer Satisfaction

Nearly all of Mike's projects have been delivered as Construction Management at Risk. Because of his ability to envision the future and proactively communicate, Mike has developed an exceptional reputation for customer satisfaction. His primary focus is to deliver each project to best suit the needs of each Client / End User through careful listening, elegant strategy and accountability.



Management Tools

Mike will utilize the management skills of Charlie Whiting who will spearhead the preconstruction process, and Marco Donjuan, who will serve as the Project Manager through the construction process. This team has worked closely together for years. They have proven themselves unmatched in their ability to provide Construction Management at Risk services as a team.

"Our project team, led by Mike Iezzi, was exceptional. Great communicators, we were always aware of the status of the project and were never surprised. They participated in the considerable public relations campaign around this project willingly and professionally and were an asset to the story. At times their work was very tedious-they inventoried each and every memorial brick which was removed for the project-yet they never lost sight of the big picture and how this project would improve the immediate community and Atlanta as a whole."

Jeff Oden | Director of Project and Program Management
GWCC | 770.313.2306

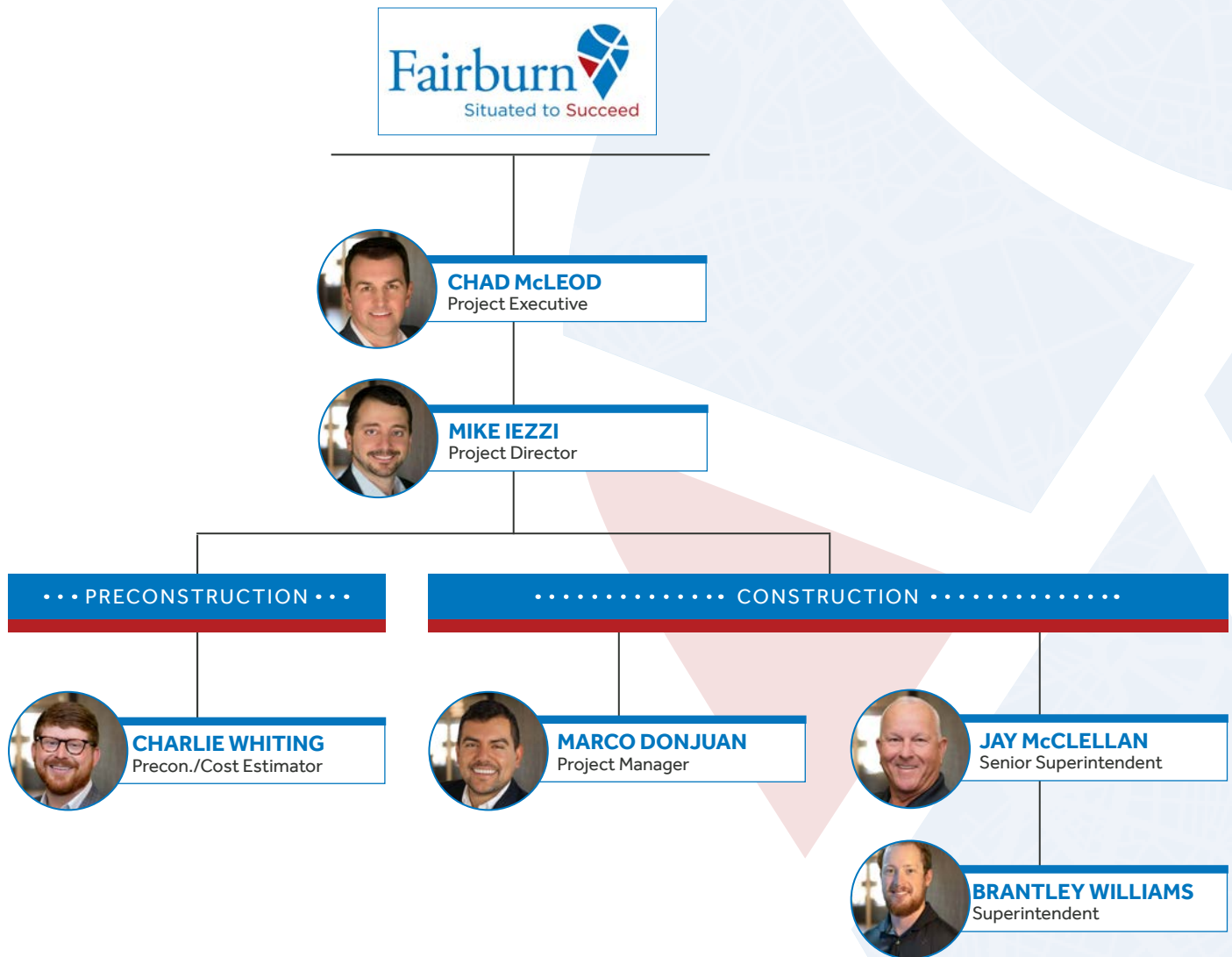
"I am writing this letter of recommendation for Reeves Young and the work they completed on Cherokee County's Veterans Park. The construction project was phase one of one of the largest parks in the county's park system. Reeves Young was able to keep the project on time and in budget. **The construction team was headed by Mike Iezzi. He and his team worked tirelessly to make sure the project was a success.** Throughout the process Reeves Young representatives were available and accessible and communicated in great detail with County personnel. Cherokee County Capital Projects Office is pleased to provide a recommendation for Reeves Young."

Jud Martin | Capital Projects Project Manager
Cherokee County | 678.493.6084

C. Qualifications and Experience of Proposed Project Team

C4. Provide an organizational chart showing the lines of responsibility and accountability for your team and proposed sub-consultants. If a joint venture, identify responsibility relationships, where there may be past experience at such relationships, and levels of experience.

..... ORGANIZATIONAL CHART



"Your team has been one of the best construction experiences we have ever had. It is evident that your knowledge, experience, approach to your work, as well as the overall Reeves Young process at managing construction projects, is what guarantees such a successful finished project."

-Kristen H. Gorham, City of Chamblee
Deputy City Manager

D. Management Plan

D1. With regard to your firm's overall role in the project, please provide a statement of your definition of the role, your anticipated level of management responsibility and accountability for project concerns. Describe your process for efficiently resolving issues and maintaining the project commitments while collaborating with the Architect, City of Fairburn, and others as applicable. Provide detailed procedures for routine solving of complex project issues without compromising your team commitments. Provide your proposed methods and plans of CM communication.



ROLE

It is our role to be strategy experts, construction experts and client advocates and to have forward vision and ask the right questions at the right time, to ensure all stakeholders have the information they need to create the best facility, together.

It is our job to ensure public funds are responsibly utilized and the project budget is maintained, creating a water-tight construction implementation strategy, pre-empting the potential for production stalls and building a facility to endure hard use while providing the functionality and aesthetics you want—that's our job. We also will verify existing field conditions.

LEVEL OF RESPONSIBILITY & ACCOUNTABILITY

Project Director Mike Iezzi has decision-making authority for all details of this project. He will work in harmony with Project Manager Marco Donjuan, Senior Superintendent Jay McClellan, and Superintendent Brantley Williams on this project. Preconstruction Director/Cost Estimator Charlie Whiting has shared interest and accountability in on-time completion of this project.

Reeves Young has 72 years of experience in Heavy Civil

construction, we will work closely with Design Team to ensure the project can be safely and efficiently executed while mitigating potential risks associated with the site's soil conditions. Our commitment extends to full compliance with local building codes and regulations, ensuring that construction plans align with required standards based on the geotechnical data provided. With several existing utilities, this could drive project site location and cost; however, with our expertise we can help mitigate this risk and help provide solutions to the design team if applicable.

ISSUE RESOLUTION

Issue resolution takes place daily in the subcontractor meetings conducted by the Superintendent. Weekly, the field team will review the schedule, progress to date, pending work, quality, safety, and any outstanding issues needing attention. Subcontractor representatives begin attending these meetings two weeks prior to mobilizing onsite and are thus oriented to the project and become part of the team early. Attendance prior to mobilization also ensures that they are aware of their contractual responsibilities and the expectations of the team. All meetings and commitments are documented and distributed to the field team, Project Manager and Superintendent.

Should an issue arise during the progress of work which requires corrective action, Superintendent Brantley Williams, will implement Reeves Young Corrective Action Program. Conditions requiring corrective action will be identified, documented, and submitted for

review by the responsible party. Once the corrective action is complete, Superintendent Brantley Williams will verify the conditions and note whether further action is necessary or the work meets standards.

COMMUNICATION PLAN

Reeves Young incorporates a combination of human-centered communication and data sharing to ensure effective communication throughout your project.



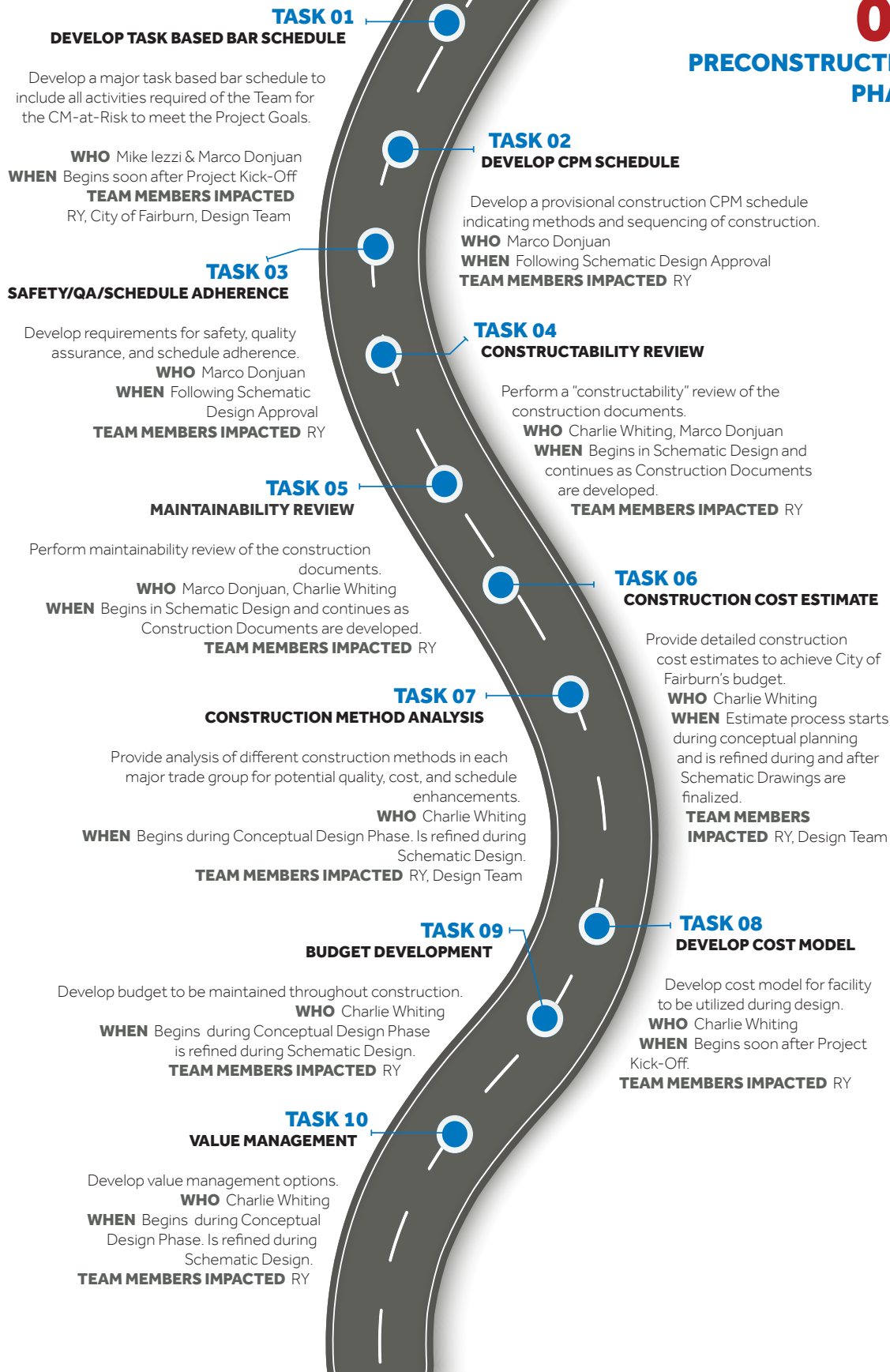
Our human-centered communication begins before the first shovel hits the ground. A Project

Kickoff meeting will be held, led by Project Manager Marco Donjuan. This initial kickoff meeting involving the Owner, your Designer, and all key stakeholders will set high-level priorities for the entire project. Marco will also chair weekly Owner Project Progress Meetings and will be your 24-hour contact throughout the project.

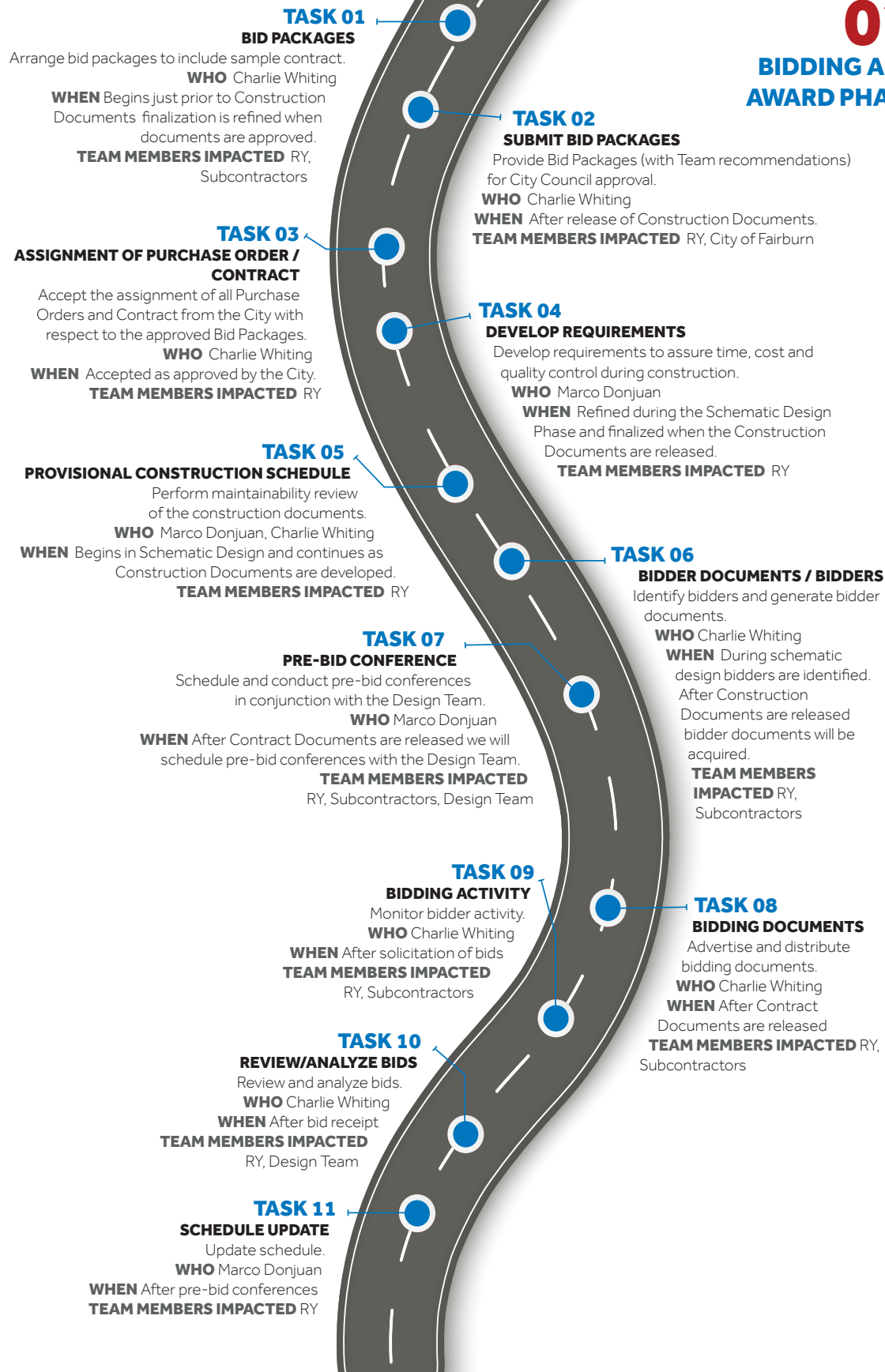


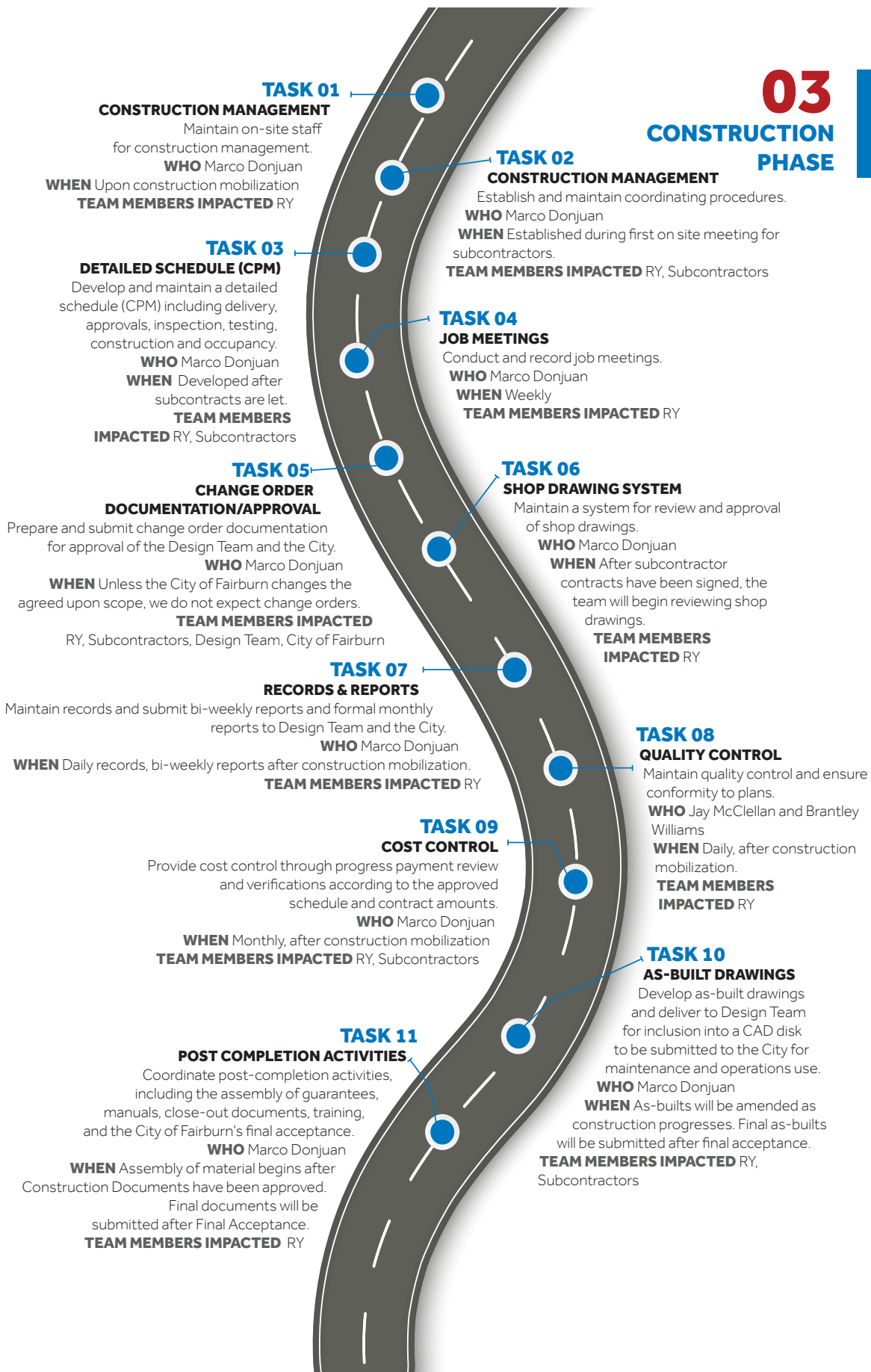
Through our cloud-based project management software, ProjectSight, data sharing is made possible in real time so that the entire project team knows the project's status at all times. This tool proves very useful when in-person meetings are not possible due to scheduling or safety reasons due to weather.

01 PRECONSTRUCTION PHASE



02 BIDDING AND AWARD PHASE





04 WARRANTY PHASE

TASK 01 PUNCH LIST

Coordinate and monitor the resolution of remaining "punch-list" items.

WHO Marco Donjuan

WHEN Within two weeks after Final Acceptance

TEAM MEMBERS IMPACTED RY, Design Team, City of Fairburn

TASK 02 WARRANTY ISSUE RESOLUTION

Coordinate, monitor and resolve all warranty issues to the satisfaction of the City during the one-year general warranty period and as extended.

WHO Marco Donjuan

WHEN Ongoing, as needed for one year after Final Acceptance

TEAM MEMBERS IMPACTED RY, City of Fairburn

TASK 03 WARRANTY BONDS/ MAINTENANCE BONDS

All warranties, warranty bonds and maintenance bonds must be assignable to the City.

WHO Marco Donjuan

WHEN Ongoing process as warranties are submitted by Subcontractors.

TEAM MEMBERS IMPACTED RY

D. Management Plan

D2. Provide your detailed cost management plan for controlling costs on this project within the GMP during construction. Describe your systems and procedures for controlling costs during construction.

PROVIDING 480 OPPORTUNITIES FOR AN ACCURATE, RESPONSIVE COST MODEL

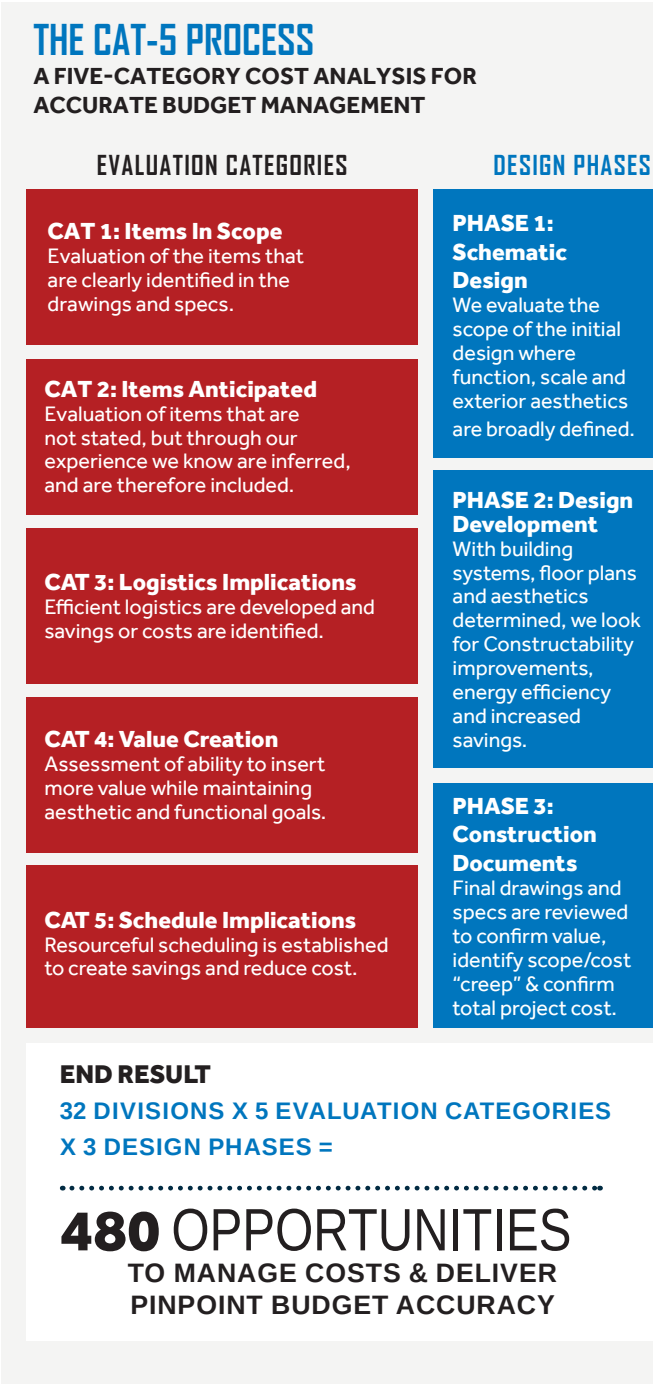
Conducting a five-category evaluation across 32 construction divisions for three consecutive design phases results in an exhaustive, comprehensive analysis of costs which is highly responsive to the Owner’s desires and initiatives and quickly identifies savings and trade-offs. Referred to as the “CAT-5 Process” illustrated on the right, this cost model results in a bottom line budget for this project that you can take to the bank.

In the event you desire to expedite construction, our team can even apply the CAT-5 Process to specific building components, such as foundations or pre-fabricated structures, in order to enable early approval. This allows construction to begin while secondary elements remain in the design process.

ENSURING COST CONTROL DURING CONSTRUCTION

After acceptance of the Guaranteed Maximum Price (GMP) and the shift into the construction phase, the costs throughout your project are closely tracked using our project management software, ProjectSight. The entire project team and all key stakeholders will be able to see estimated cost, actual cost, committed cost, and projected final cost at a glance, ensuring no surprises and that the integrity of your budget is maintained.

Because of the up-front work to confirm design constructability and the commitment of all work scopes to contract during the preconstruction phase, managing cost during construction is largely a function of tracking production. Project Manager Marco Donjuan will constantly review the committed cost versus the GMP estimated cost versus the actual cost. He will have daily access to view the contract amounts, estimates, subcontracts, purchase orders, quantity total, production information, customer information, billings, and other project information in as much detail desired. He will quickly be able to determine if production is less than anticipated and can take immediate remedial action.



D. Management Plan

D3. Provide your detailed change management plan for managing cost and schedule exposures within the stated limitations.



UNLESS THE OWNER/CLIENT HAS A CHANGE IN PLANS, OUR TEAM DOES NOT EXPECT CHANGE ORDERS

In our experience, the mechanical and electrical scope is responsible for a disproportionate amount of change orders. As your Construction Manager, Reeves Young will ensure that all electrical and mechanical, from the utilities below ground to the distribution systems and the fixtures in the building, are seamlessly aligned. After decades of building experience, we ask questions early in the Preconstruction process that assures compatibility and troubleshoot issues before they occur.

UPFRONT DUE DILIGENCE PREVENTS CHANGE ORDERS

Reeves Young takes great care to confirm that the design is constructible within existing facility conditions, particularly on renovation projects. By delving into the minutia of the design details at the start of the project, we avoid the constructability surprises that lead to change orders on other projects.

With that being said, Reeves Young has a long history of incorporating

extensive Owner initiated changes at any point of the project and will embrace the concepts you bring to us.

CHANGE MANAGEMENT DURING DESIGN

Changes in design impact the bottom line. As a team, we will establish the financial finish line. As the design develops, we will correlate decisions to the final total. The components of the three broad design deliverables- structure, building systems, and finishes- will be weighed against each other in terms of value, impact on the bottom line, and time implications. If changes are requested after the decision has been made, we will evaluate the cost implication (both gain and loss) and overall impact and provide data-informed recommendations. After a decision is made, effective change management is a matter of documentation to ensure clear communication and implementation. Any changes will be logged, dated, and tracked in our project management software, ProjectSight, until adequately closed out.

CHANGE MANAGEMENT DURING CONSTRUCTION

We do not anticipate change orders unless you, as the Owner, add or delete scope. Occasionally, we find unsuitable soils or buried trash, and there may be an associated unit cost for removal. However, budget risk will be minimal as we will have defined unit costs and contingency funds for the site preparation work. This strategy eliminates the risk of budget surprises.

CLIENT-REQUESTED CHANGES

Reeves Young will provide an in-depth analysis of the costs and schedule implications of your requested change and seek strategies that minimize negative impact. As your advocate and trusted advisor, we will ensure you have a complete understanding of and agreement with the cost and schedule strategies resulting from the change.

The solid relationships, teamwork, and mutual respect developed throughout the project will contribute significantly to implementing fair and seamless change requests. Reeves Young will aim to avoid schedule extensions and work collaboratively with the Owner and Subcontractors to find strategies that maintain the original project completion date or which achieve the Owner's critical occupancy goals. No Owner requested changes will be performed until all parties have agreed on the project's budget and schedule impacts.

Because of our effort, experience, and processes during Preconstruction, we guarantee no subcontractor-generated change orders. We honor the GMP commitment, so you have confidence in what you get for the guaranteed fixed cost.

D. Management Plan

D4. Provide your procurement and workforce plan including details on your plan to assure local contractor opportunity. Describe how your firm intends to arrange the construction into bid packages in order to reach the City of Fairburn's schedule and budget objectives.

LOCAL REINVESTMENT

In addition to the subcontractors and material suppliers already in our prequalified database, we are eager to have new local vendors respond to your project. We will collaborate with the City of Fairburn to identify local subcontractors for this project.

Reeves Young has completed numerous projects in Metro Atlanta. We know the local market and are ready to reinvest in your community. The graphic to the right shows just a few of the steps Reeves Young will take to boost your local economy and securing subcontractors for your project.

APPROACH FOR COMPETITIVELY ADMINISTERING AND EVALUATING BID PACKAGES

Reeves Young has an ongoing, engaged relationship with the commercial construction marketplace in Metro Atlanta. We price multiple projects daily and have a precise understanding of costs in today's market conditions for both underground and vertical construction. Our team will provide accurate conceptual pricing immediately and highly specific data concurrent with design options under consideration. We parallel design decisions with highly detailed cost data so that you have accurate information when you need it and can make informed decisions from the start. Starting with the ideal bottom line, we will adjust each line item in the budget as design decisions are made, allowing you to decide how and where to invest your money. We will monitor the design process to ensure it mirrors the programmatic framework, thus neutralizing potential for design scope creep.

During the phases of design, Reeves Young will keep project scope packages and biddability in mind. As the design moves from preliminary design to final design our project team will contact subcontractors to solicit interest in the project. This will include reaching out to qualified bidders and showing intentional efforts to include local, minority, and woman-owned businesses. As the design is refined, Reeves Young will develop logical scope packages. Cross referencing our database of scope sheets developed over the years, we will create a robust outline of requirements for each scope. As the project moves to final design documents, we will cross reference the outlines we have created with the actual project conditions. This process results in scope contracts that are comprehensive. Further, this process ensures there is no scope overlap so that tasks are assigned, and paid for, only once.

ENSURING LOCAL CONTRACTOR PARTICIPATION



1. Establish a field office

where local subcontractors and suppliers may obtain technical information of the project, submit qualifications, and be interviewed.



2. Conduct on-site vendor fairs

to allow local businesses an opportunity to obtain project information, look at the plans and specifications, and ask questions about the project in person.



3. Encourage all subcontractors to participate in joint ventures, teaming, and mentor / protégé programs with small businesses to gain the experience to work on projects of this size in the future.



4. Advertise solicitation of local businesses in general circulation media, trade association publications, small business media, and local directories.



5. Solicit local participation via Reeves Young's **6000+ Subcontractor database**.

D. Management Plan

D5. Provide your detailed schedule management plan for this project during construction. Describe systems and procedures your firm uses to manage the project schedule. Describe alternatives that may be explored to shorten the schedule.

SCHEDULE MANAGEMENT DURING CONSTRUCTION

Reeves Young incorporates LEAN thinking across our entire company and on all our projects from preconstruction to closeout/warranty. Using the Pull Planning Approach, we create a collaborative team environment with all project partners being fully engaged and actively participating throughout the duration of the project. LEAN schedules are developed in collaboration as a team with the individuals who are performing the work. Our project team will work together to develop an Overall Project Schedule that reflects the key construction and logistics activities, durations, and critical path to completing this project. The OPS is then exploded into greater detail utilizing the Last Planner System (LPS) and LEAN scheduling tools including pull planning sessions, weekly planners, 4-week look ahead schedule and Planned Percent Complete (PPC) charts. These LEAN scheduling tools will be utilized throughout the project to monitor and track progress, identify trends and constraints, create workflow and open communication, and eliminate project waste. This process aids in just-in-time deliveries, off site manufacturing, as well as other instances that require thoughtful planning.

For each project we:

- Establish milestones from the OPS
- Use pull planning schedule technique placing more accountability on the subcontractors and their commitment to have work in place. Pull planning strategy will be used during preconstruction



scope meetings to identify trade requirements inspections, durations, approvals, etc.

- Conduct weekly Last Planner meetings on site with all trade partner supervision to evaluate progress and adjust planning as necessary to complete work on time.
- Fill out a weekly planner and constraints log to ensure tracking by trade partners.
- Utilize a conference room at the jobsite with boards and magnets to track 4-week look ahead activity progress and plan our work.
- Utilize a Planned Percent Complete (PPC) chart to monitor completed tasks and trends. This is also reviewed with the subcontractor monthly payment applications.
- Perform daily subcontractor huddles onsite.
- Identify constraints and track by a constraint log on jobsite.

Reeves Young and our subcontractor teams will meet weekly to review and update the near-term progress as well as to track the status of key material procurement items. This meeting will be used to take a more detailed look at the activities that

must be completed in the weeks ahead. Activities and progress will always tie back to the Overall Project Schedule so that any trends can be identified. During coordination meetings, the participating specialty contractors will work together to sequence their work and to identify and resolve conflicts. All potential conflicts are proactively resolved during design to ensure that construction is seamless and that all systems function efficiently and are designed to the most economical option possible.

SOLUTIONS TO SHORTEN THE SCHEDULE

The main factor that is affecting the schedule for this project is electrical equipment such as switchgear and generators. To shorten the schedule, these items can be procured prior to the GMP via Early Release packages.

The sitework could also be started earlier via an Early Release package which would allow for a jump start on the project and the remaining portions of the project would need to be coordinated closely to ensure a smooth flow into the rest of construction.

D. Management Plan

D6. Provide your detailed subcontractor management plan including contract document compliance procedures, project accounting procedures, and issue resolution.

SUBCONTRACTOR MANAGEMENT PLAN

With more than seven decades of experience in construction, Reeves Young has well-established, positive relationships with hundreds of subcontractors and suppliers throughout the Southeast. As such, many of the subcontractors we work with have worked with us previously, and they are well informed of our expectations for safety and quality on all our projects. Reeves Young actively recruits new subcontractors and suppliers to work with us, and plays an active role in recruiting local, minority, and women-owned businesses to work with us.

Your Superintendent will supervise, direct, coordinate, and be responsible for all work performed by all trades. He will be the principal point of contact for each subcontractor, trade vendor, and supplier, ensuring communication and answering any questions or concerns. He will be responsible for the oversight of safety and quality, contract document compliance, and proactively identifying and resolving any onsite issues related to the project should they occur.

CONTRACT DOCUMENT COMPLIANCE

Your Superintendent will be responsible for all contract document compliance and will

- Ensure subcontractors have reviewed and understand plans and specifications for their portion of the work and entire project.
- Continually monitor all drawing and specification compliance by all trades through the inspection of all work performed daily.



- Continually review all subcontractors' work for coordination of final installation of all products.
- Closely supervise all workmen's actions and behaviors to ensure the safety of each person and the jobsite as a whole.
- Monitor and enforce the project schedule.

PROJECT ACCOUNTING

During the subcontractor buy-out process and contract negotiation, Reeves Young collaboratively creates a detailed Schedule of Values (SOV) with the Subcontractor. The primary objective in the development of the SOV is to manage risk. We do this by ensuring the Subcontractor can never bill for more than has been installed and by assigning payment values to the administration

tasks of the project, such as submittals, shop drawings and safety compliance. Further, Reeves Young defines payment periods which are complementary to the established flow of the work. This insures critical items are completed in alignment with the project schedule.

When the City of Fairburn supplied pay application form is submitted by the Subcontractor, the Project Team will physically inspect the work in place as well as materials stored off-site, the aforementioned administrative responsibilities and proper retainage. Only then will we recommend the pay application be approved and submitted for payment.

D. Management Plan

D7. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan.

Our closeout is important because it is your beginning. Reeves Young begins preparing for the closeout phase at the start of the project by beginning with the end in mind. We will provide all final warranty, as-builts, and other closeout items within 30 days of substantial completion.

EXPEDITED PUNCH LIST COMPLETION

Within the industry, project closeout and the punch list process have a reputation for dragging out. To eliminate this possibility, Reeves Young proactively pre-inspects and pre-resolves any potential issues before the punch process is even begun. This minimizes the length of the formal punch list created by the Owner and Architect and expedites the process as a whole. Our punch approach includes:

- Superintendent inspection
- Project Manager inspection
- Consolidation of inspection results from Superintendent and Project Manager to create a preliminary punch list
- Address all items on the preliminary punch list prior to Architect and Owner inspection
- Architect and Owner inspection and creation of the final punch list.

When the final punch list is created from the Architect and Owner each item is reviewed and a fast-track completion timeline is established. As each item on the punch list is reported as complete by a subcontractor, your Project Manager and Superintendent will visually confirm compliance. They will conduct a final walk-through with the project team to collectively accept each punch list item resolution. Formal closure of the punch list consists of the team signing a written letter of acceptance.

BUILDING OPERATIONS TRAINING

Today's buildings involve ever changing technologies. In the Closeout phase, Reeves Young will coordinate and video record Owner training sessions with tradesmen and installers for operating systems such as HVAC, electrical, Fire Alarm System, sound systems, plumbing, audio/visual systems, security systems, and lighting systems. Your entire facility will be reviewed down to the finite details to ensure daily operations run smoothly.

ELECTRONIC O&M MANUALS

Today's facility managers are busy! By supplying Operation and Maintenance manuals in an electronic format, Reeves Young helps building managers be efficient. Instead of managing multiple three-ring binders of Operations and Maintenance Manuals for every building on campus, (a system which requires a lot of physical spaces and administrative resources), we will electronically provide all maintenance information, equipment manufacturer, serial numbers, model numbers, etc. Instead of searching paper files and dusty bookshelves, clients are able to open an electronic file, locate the item of interest and find out all the details in just minutes.

WARRANTY

When the equipment is gone, and the last signs of construction are removed, the last thing you want in your facility is something that suddenly is not functioning the way it should. Reeves Young understands this frustration, and that is why we have spent decades honing our quality management system to proactively prevent the need for warranty calls. Starting with examining the design for constructability all the way through construction to when your

Superintendent monitors installation methods and material to confirm quality expectations, our project team will be focused on preventing the need for warranty callbacks.

In our experience, warranty calls are most often related to equipment manufacturing issues. With the nature of this project, we do not anticipate any warranty issues. Reeves Young provides a one-year warranty commencing on the date of Substantial Completion. The warranty covers all labor, materials and equipment provided for the job and includes repairing an adjacent work displaced.

Your Project Manager will remain your point of contact throughout the warranty period and will manage and resolve all warranty concerns in the rare case that they arise. You will receive a phone call within 24 hours of reporting a warranty issue acknowledging the request. Your Project Manager will make contact with you soon thereafter. He will gather the facts of the situation and arrange for a site visit as necessary. He will contact and coordinate with the appropriate subcontractors or vendors involved and manage the case until it is resolved to your satisfaction.

D. Management Plan

D8. Provide your quality assurance plan for this project. Describe your firm's approach for validating compliance with the construction documents. Explain your process for ensuring quality workmanship.

PLANNING FOR QUALITY CONTROL

Our quality control measures are established during the Preconstruction process. We utilize Scope Specific Checklists compiled from over 72 years of lessons learned to verify the scope of all aspects of the project. These checklists define quality construction from a hands-on, field-tested perspective and ensure no details are overlooked. These plans and expectations are then shared with all subcontractors and suppliers to ensure no quality details are overlooked.

QUALITY CONTROL MANAGEMENT

Reeves Young's Site-Specific Quality Control Program requires work plans for each scope of work. These work plans identify what is needed to successfully complete the tasks (how many workers, what materials, what tools, etc.). They also identify pertinent specification sections, drawings, and submittals, along with the steps that will be taken to complete each task. Through this process, any potential "Bumps in the Road" are identified, and what will be done to prevent them. This strategic planning inevitably leads to improved production, fewer mistakes, and a higher-quality finished product.

SUBCONTRACTOR AND SUPPLIER STANDARDS

Your Superintendent Brantley Williams will meet with all subcontractors and suppliers before they begin work. The City of Fairburn, design team, and additional stakeholders are welcome to participate in these meetings. These meetings will be utilized to review the requirements of the contract documents, coordination with other trades, and any other complexities to the project.

Specific methods of quality control, such as a concrete pour card, are also reviewed and agreed upon through this process. A punch list will also be implemented early in the project using ProjectSight.

Transparency in the punch list process allows for any issues with quality or performance to be documented and corrected in a timely manner. It also makes the closeout process at the end of the project much more efficient.

Throughout the project, it will be the team's approach that all work must meet Reeves Young's high-quality standards before we look for your team's approval. Brantley understands that one of his key responsibilities is ensuring that all subcontractors meet these requirements.

DOCUMENTATION CONTROL

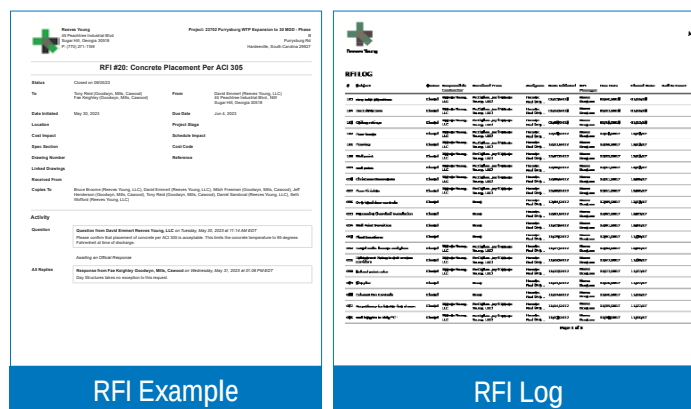
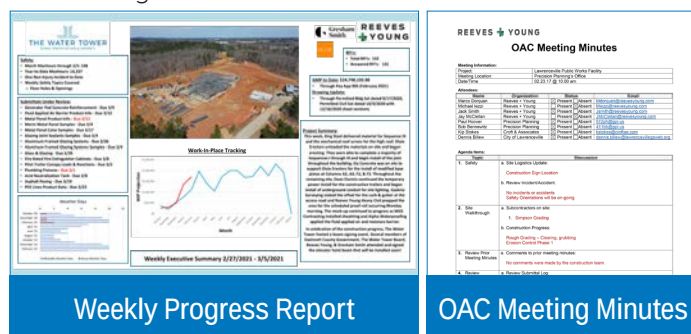
Part of a successful Quality Control plan is documentation.

Our cloud-based project management software, ProjectSight, streamlines communication by connecting Field to Office to Stakeholders on a single mobile platform. It produces a seamless connection from bid to closeout and allows for a new level of understanding between projects and among those working on-site. It will enable all stakeholders to view all project information from their computer or phone, allowing everyone to be up-to-date at all times.

As construction continues, Superintendent Brantley Williams will monitor the work put in place to ensure it conforms to the contract documents and approved work samples. Any work found to be non-conforming will be tracked using ProjectSight. ProjectSight will alert the subcontractor of the issue and will provide all relevant information immediately. The location of the item of concern on the project plans, the narrative of the issue, and photographs will be directly accessible. The item will be tracked until resolved.

Easily digestible progress meetings and weekly summaries provide information you need to send to your team to keep them updated. Please see examples below of our:

- Weekly Progress Report
- OAC Meeting Agenda
- RFI - Request for Information
- RFI Log



D. Management Plan

D9. Provide your safety and site logistics plan for this project. Describe your plan for working around existing operations and for site access.

SAFETY

Built from the ground up, Reeves Young's Safety Program provides guidance on every OSHA requirement and industry best practice. It includes responsibilities and accountability from the field laborer to the Project Executive and an advisory committee comprised of field and management team members. We also have a full-time Director of Safety who administers our Safety Program at the corporate level and multiple Safety Managers who will audit your project on a regular basis for compliance. Our Safety Program ensures that all field technicians, Foremen, your Superintendent, and Project Manager are trained for safety related to your specific project scope and that they communicate safety procedures and monitor results daily.

Our Safety Program is customized for each project prior to mobilization. We have successfully created a culture of Safety on all our projects by defining safety responsibility for everyone and making the safety of the project everyone's responsibility. Employees, subcontractors, and consultants who work onsite are required to complete Reeves Young's safety orientation and comply with the program. Safety is the first consideration given as we plan our work. Hazards are identified, and methods to address them are developed. Project leadership ensures that the correct processes are in place to mitigate risk and that they are being executed throughout the duration of the project.

Zero injuries, zero accidents, and zero near misses are our goals. We strive daily to train, create awareness, record, and improve our safety performance so that our employees and clients are confident that our projects are safe.



Our Safety Program includes the following:

- Safety orientation for all new hires and everyone new to a job site, regardless of employer
- Weekly site-wide safety meetings
- Training for our workforce
- Verification of subcontractor safety training
- Regular, documented safety audits
- 3rd party insurance inspections
- Evaluation of our employees based on safety performance
- Conducting pre-employment and random drug testing

We will conduct a site safety meeting with the entire job site each week. Activities pending for the week, logistical changes, and a segment on task-specific training will be included. This meeting is an opportunity to discuss with the field team any concerns you may have or any new processes for the job site.

Preconstruction Safety Meeting Agenda

1. Introduction of Team Members
2. Review of Contractor's Safety Experience
3. Review of Site-Specific Safety and Health Program
4. Review of Emergency Action Plan

5. Review of Authority Safety Requirements
6. Open Discussion

Reeves Young develops a detailed safety and site logistics plan for every project taking into account the site location and surrounding conditions. Our site logistics plan will be developed after the site visit and will incorporate the following:

- Reeves Young Job Trailer
- Construction Entrance
- Traffic and Pedestrian Control Plan
- Truck Wash Location
- Secure Check in area
- Site Security Fencing
- Laydown Area
- Safety Muster Area
- Construction Parking
- Dumpster Location
- Emergency Vehicle Access
- Site Signage Location
- Temporary Toilet Location

CITY OF FAIRBURN NEW PUBLIC SAFETY COMPLEX

E. Statement of Suitability

E1. Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

CMAR GOVERNMENT EXPERIENCE

350+ CMAR PROJECTS DELIVERED ON TIME AND ON BUDGET



CARTERSVILLE PUBLIC SAFETY
City of Cartersville



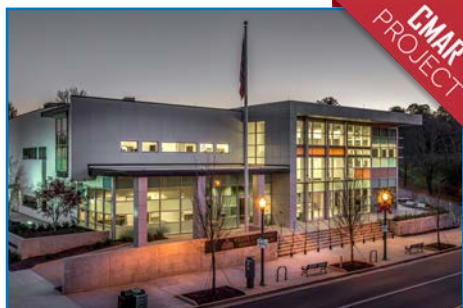
FIRE STATION NO. 4
City of Cartersville



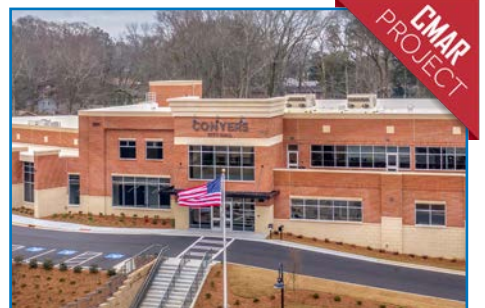
FIRE STATION NO. 2
City of Sandy Springs



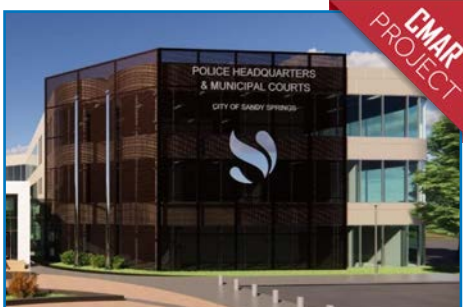
CHAMBLEE PUBLIC SAFETY
City of Chamblee



BEACON MUNICIPAL COMPLEX
City of Decatur



CONYERS CITY HALL
City of Conyers



PUBLIC SAFETY COMPLEX
City of Sandy Springs



PUBLIC SAFETY COMPLEX
City of Conyers



NEWNAN PUBLIC SAFETY
City of Newnan



FIRE STATION NO. 1
Rockdale County



CHAMBLEE CITY HALL
City of Chamblee



SHERIFF'S OFFICE
Richmond County

E. Statement of Suitability

E1. Provide any information that may serve to differentiate the firm from other firms in suitability for the project. Suitability may include, but is not limited to, the firm's fit to the project and/or needs of the Owner, any special or unique qualifications for the project, current and projected workloads, the proximity of office to project location, and any techniques or methodologies offered by the firm that may be particularly suitable for this project type.

80%

OF OUR TEAM'S PROJECT PORTFOLIO CONSISTS OF PUBLICLY FUNDED MUNICIPAL PROJECTS.

We understand fiscal transparency, prudent use of taxpayer funds and the opportunity for constituents to participate in the project as contractors, vendors and workers is an important component of your project.

TRACK RECORD

CONSTRUCTION MANAGEMENT AT-RISK DELIVERY

Transparency is the key to a successful Construction Management at-Risk project. This team understands what it takes to successfully communicate and deliver these facilities ensuring high quality and the best use of taxpayer dollars. Our stellar track record for delivering on-time, on-budget, quality work to municipalities and government agencies, and our commitment to providing our clients with the best service from concept to completion and beyond, is evident by our high rate of repeat clients.



350+

CM AT-RISK PROJECTS. The majority of Reeves Young portfolio has been delivered using the Construction Manager at-Risk delivery method. This consultative approach is the foundation for all our services. We believe our proactive participation during the design phase results in a better project, more client security and the best functionality possible.



120+

PUBLICLY FUNDED PROJECTS. Reeves Young will ensure design decisions align with market conditions and the project budget. We will ensure the team crafts outstanding solutions that make sense, service the goal, are fiscally sound and aesthetically pleasing. Our data driven collaboration creates a united team which eliminates later surprises and ultimately results in on-time completion.



30+

PUBLIC SAFETY PROJECTS. Essential services require facilities that actively support communication, collaboration, training, and technology. Equally as important is that these facilities require spaces that allow for rest, relaxation, and recharging. Reeves Young focuses on the crucial elements that go into building these projects so that you can focus on what's most important – keeping people safe.

PROXIMITY TO THE SITE

Reeves Young's Headquarters is approximately 50 miles from the City of Fairburn's project location.

WORKLOAD

With over 600 employees total, Reeves Young has the capability, the resources and the commitment to provide exceptional services to the City of Fairburn. We are sincere in investing our time, attention, focus and the best of our energy to ensure the City of Fairburn is highly satisfied with its experience with Reeves Young. Our projected workload will not prevent you from receiving our team's laser-focused attention.

E. Statement of Suitability

E2. Provide non-discrimination policies and describe the firm's record and methodologies of addressing public safety, social, environmental, historical preservation, accessibility for persons with disabilities and special needs, or other related concerns.

Non-Discrimination Policy

Reeves Young prohibits discrimination against individuals or groups based on race, color, religion, sex, age, national origin, sexual orientation, disability, veteran status, or marital status.

Environmental

Reeves Young complies with all environmental regulations, including EPA Clean Water regulations, the National Pollutant Discharge Elimination System, and EPA Lead Paint removal. Your project team is trained in all relevant environmental regulations and compliance objectives necessary to complete this project.

Our Commitment to Accessibility

Reeves Young's place in the differently-abled community developed as we witnessed the needs of our employees with special needs children. We voluntarily comply with Title III of the ADA for all our projects. We utilize custom-developed checklists to help the team proactively improve access to newly constructed facilities. These checklists include, but are not limited to:

- Parking, curbs, ramps, stairs, and lifts
- Doorways and gates
- Rooms, spaces, and assembly areas
- Restrooms, dressing and locker rooms
- Signage, alarms, and detectable warnings

Our team is committed to ensuring all citizens have physical access to community resources. With us, it's personal.

Sustainable Strategies

Having achieved LEED Certification on 13 projects, Reeves Young will apply lessons learned to the City of Fairburn's New Public Safety Complex to ensure steps are taken for sustainable construction concepts.

BUILDING LIFECYCLE

Reeves Young's approach to sustainable building is to begin with the end in mind. Our construction team will be involved with your project from day one in design and preconstruction, providing valuable design and constructability feedback. Our team understands sustainability is more than a plaque on a building or points on a scorecard. While those certifications are certainly valid and beneficial to the overall life of the building and the community, true sustainability from an Owner's perspective represents the durability and resilience of your facility for the long term. Through our delivery of hundreds of facilities as a Construction Manager at Risk, we know what it takes to mitigate your risk and add value to your project for the long term.

In our 72 years of building, we have learned that only 15% of the lifecycle costs of a project are design and construction. That means nearly 85% is spent on the overall operations and maintenance of the building. Our commitment to you is to maximize each of the design, preconstruction, and construction phases for the overall longevity of your facility and with the intention that its occupants will spend most of their time operating it, not maintaining it.



E. Statement of Suitability

E3. Provide information on any special services offered by the firm that may be relevant and available for this project.



OUR TECHNOLOGY CHANGES THE GAME

Reeves Young's team will implement a variety of tools and techniques to add speed and efficiency to the project. These tools are particularly useful in visualizing key operational areas on the project site. Helpful in both the design and construction phases of your project, mock ups are used as the benchmarks of quality control. These tools allow us to ensure the accuracy of every detail, seamlessly integrate materials, review constructability for quality, and set standards for workmanship. In addition, these advanced technological tools help demonstrate and communicate project progress, manage the schedule, and provide quality and safety assurance for the duration of the project.



PROJECTSIGHT

ProjectSight streamlines communication by seamlessly connecting the field, the office, and the stakeholders on a single mobile platform from bid to closeout. It provides all users be up-to-date project information right from their computer or phone.



BIM/REVIT

BIM 360 is a unified platform connecting the project teams and data in real-time, from design through construction, supporting informed decision-making and leading to more predictable and profitable outcomes. By detecting and resolving any potential clashes or problems before construction begins, we are able to eliminate unforeseen events and stay on schedule.



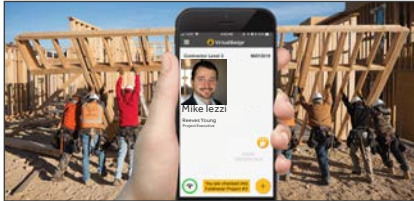
3D LASER SCANNING

3D laser scanning technology helps more accurately reflect existing conditions within a building during a renovation project that has multiple sets of as-built drawings. By overlaying our laser scan on the architects' drawings, we can ensure that the project is designed according to the actual conditions of the building. This technique also allows us to prefabricate ductwork and other building systems to eliminate field MEP rough-in activities. This tool ultimately reduces the amount of on-site construction work required and saves time on the schedule.



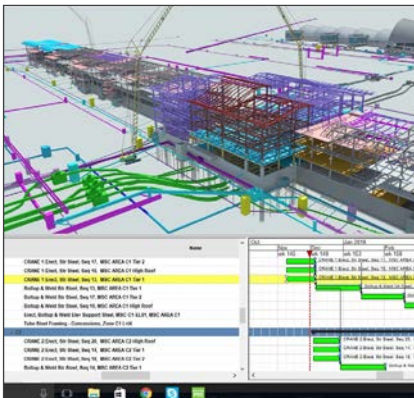
NAVIS WORKS

Navis Works combines multiple models of a building (civil, architecture, MEP, structure) into a single 3D model that can be used for visualization, clash detection or virtual inspection. Object and viewpoint animations can be linked to your construction schedules and enhance the quality of simulations.



VIRTUAL BADGING

Virtual badging technology allows our team to more efficiently manage jobsite access and overall project safety. By giving our onsite Superintendent the ability to screen and assign a virtual badge to every person who steps foot onto our jobsite, we can closely monitor site activity, report safety metrics, and communicate more efficiently with all teams onsite throughout the project.



SYNCHRO

SYNCHRO's unique ability is to "automatch" your BIM model to your schedule to update your construction plan in 4D in a matter of minutes. It reduces your schedule variance with visual look ahead reports that identify activities, work areas, and equipment. It also reduces cost variance using comprehensive resource management, tracking planned vs. installed quantity, project/contractor earned value, critical path, and more. For review meetings it creates a 4D model as the central hub of information for clear, collaborative and productive planning and decision-making with all stakeholders. It also detects safety hazards and risks on the jobsite using dynamic spatial coordination analysis that identifies work area overlap, overhead crane risks, potential for obstruction delays, and more.



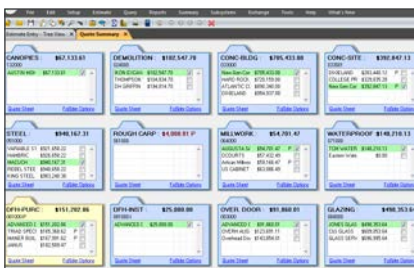
MICROSOFT PROJECT

Microsoft Project Scheduling acts as an intuitive calendar accounting for budget management, workload analyzation, progress tracking, resource assignment, and schedule development. Microsoft Project Scheduling leaves little margin for error, allowing room for a revolutionary efficient construction experience.



ONSCREEN TAKE OFF

On-Screen Take off is a quantitative survey tool used to take off every brick and stick of a project to help us generate accurate bids. This is our cost certainty tool. Dollars that make up the project are built from quantities of doors, windows, square footage of flooring, which eventually make up the right number at the end of the estimate that we present to you.



HCCS

HCCS Software cross references site conditions and tasks and construction material quantities with unit cost/installation prices. Initially, the team will utilize unit prices which are pre-loaded from our recent market experience. We will then consult with all specialty subcontractors during design to create more accurate unit cost estimates for unique work scopes in our project. This approach results in price estimates which are closely aligned with the design specifics of your project.



WEBCAM VIEWING

Reeves Young can provide real-time, high definition live video streaming giving clients the ability to view the progress of their project at any time.

APPENDIX

EXHIBIT "A" - CERTIFICATION FORM

EXHIBIT "B" - CONTRACTOR AFFIDAVIT UNDER O.C.G.A. (13-10-91(b)(1)

EXHIBIT "C" - DISCLOSURE STATEMENT

EXHIBIT "D" - DEBARMENT CERTIFICATION FORM

EXHIBIT "E" - NON-COLLUSION AFFIDAVIT

EXHIBIT "F" - DRUG FREE WORKPLACE

Exhibit A
CERTIFICATION FORM

I, Chad McLeod, being duly sworn, state that I am President (title) of Reeves Young, LLC (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete, and truthful.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked, or been subjected to disciplinary proceedings.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been suspended, or debarred from contracting with any federal, state, or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principal employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the Owner may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the Owner may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and understand the successful Proposer will be required to certify compliance with the Immigration Reform Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et seq., by meeting or having complied with the provisions in the Act and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01: Contractor will also be required to warrant that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

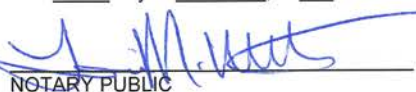
I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the Owner to award a contract.

A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.

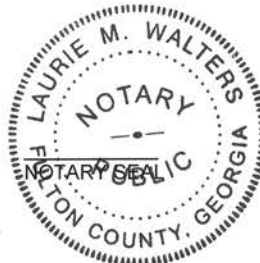

Signature

Sworn and subscribed before me.

This 27th day of June, 2024.


NOTARY PUBLIC

My Commission Expires: 2/26/28



RFQ No. 24-011. Construction Management At-Risk Services

EXHIBIT B - CONTRACTOR AFFIDAVIT

(Exhibit B)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any Contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof.
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof.
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract.
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c).
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

886774

Federal Work Authorization User Identification Number

6/16/2015

Date of Authorization

Reeves Young, LLC

Name of Contractor

Public Safety Complex

Name of Project

City of Fairburn

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 27, 2024 in Sugar Hill (city), GA (state).



Signature of Authorized Officer or Agent

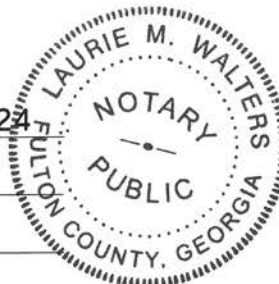
Chad McLeod, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 27th DAY OF June, 2024



NOTARY PUBLIC

My Commission Expires: 2/26/28

RFQ No. 24-011

Construction Management At-Risk Services

EXHIBIT C - DISCLOSURE STATEMENT

Exhibit C
DISCLOSURE STATEMENT

All proposers should be aware that the project you are submitting a proposal on is a public project, and the Owner is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, the Owner shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal, you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and Owner, the Using Agency, or the ultimate end-user of the proposed project.

N/A

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to the Owner, the Using Agency, or the end-user of the proposed project within the prior one-year period.

N/A

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with Owner, the Using Agency, or the end-user of this project.

N/A

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer's Submittal.

Please respond to all three (3) statements above

Reeves Young, LLC

Name of Firm



Authorized Signature

June 27, 2024

Date

RFQ No. 24-011. Construction Management At-Risk Services

EXHIBIT D - DEBARMENT CERTIFICATION FORM

Exhibit D

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency.
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- (e) The contractor is "Actively" registered with SAMS (Service for Award Management) and has been assigned the following DUNS Number: 07-982-2361.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 27th day of June, 20 24

By 

Authorized Signature for Contractor

Print Name Chad McLeod

Title President

*RFQ No. 24-011***Construction Management At-Risk Services**

EXHIBIT E - NON-COLLUSION AFFIDAVIT

Exhibit E
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, fee gift, commission, or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 27th day of June, 2024

Reeves Young, LLC

(Name of Organization)

Chad McLeod

(Title of Person Signing)



(Signature)

24-011

(Bid Number)

STATE OF Georgia)

COUNTY OF Gwinnett)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 27th day of June, 2024

Notary Public Signature: 

My Commission Expires: 2/26/28



RFQ No. 24-011

Construction Management At-Risk Services

EXHIBIT F - DRUG-FREE WORKPLACE

Exhibit F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with Reeves Young, LLC (Service Provider), To Be Determined upon award of project _____ (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Reeves Young, LLC

Company Name



BY: Authorized Officer or Agent Date (Service Provider Signature)

Chad McLeod

Title of Authorized Officer or Agent of Service Provider
President

Printed Name of Authorized Officer or Agent



Preconstruction Phase Costs (Lump Sum)	<u>\$49,575.00</u>
Construction Fee (Shown as a Percentage)	<u>3.75%</u>
Construction Phase General Conditions – Labor	<u>\$819,494.00</u>
Construction Phase General Conditions Other(Non-Labor)	<u>\$179,200.00</u>
Total Const Phase General Conditions (Labor + Other)	<u>\$998,694.00</u>

Fairburn Public Safety Complex
REEVES YOUNG, LLC

CONSTRUCTION PHASE LABOR COSTS							
	Job Title	Hourly Rate**	Est. % on Project	Monthly Rate**	Duration (Months)	Total	Notes
1	Project Executive	\$135.00	10%	\$2,322.00	13	\$30,186.00	
2	Sr. Project Manager	\$110.00	25%	\$4,730.00	13	\$61,490.00	
3	Project Manager	\$95.00	100%	\$16,340.00	13	\$212,420.00	
4	Sr. Superintendent	\$110.00	100%	\$18,920.00	13	\$245,960.00	
5	Superintendent	\$95.00	100%	\$16,340.00	13	\$212,420.00	
6	Project Engineer	\$75.00	50%	\$6,450.00	13	\$83,850.00	
7							
CONSTRUCTION PHASE GENERAL CONDITION COSTS							
	Description	Number of Units	Unit (Lump Sum, Day, Month, etc.)	Cost per Unit	Total	Notes	
1	Field Office Trailer	13	Month	\$1,450.00	\$18,850.00		
2	Field Office Set-Up	1	Lump Sum	\$3,500.00	\$3,500.00		
3	Temp Toilet/Holding Tank for Trailer	1	Lump Sum	\$1,800.00	\$1,800.00		
4	Temp Power for Trailer	13	Month	\$750.00	\$9,750.00		
5	Temp Power Installation for Trailer	1	Lump Sum	\$1,600.00	\$1,600.00		
6	Temp Water for Trailer	13	Month	\$120.00	\$1,560.00		
7	Temp Water Installation for Trailer	1	Lump Sum	\$1,250.00	\$1,250.00		
8	Telephone/Internet for Trailer	13	Month	\$425.00	\$5,525.00		
9	Telephone/Internet Installation for Trailer	1	Lump Sum	\$500.00	\$500.00		
10	Cleaning for Trailer	13	Month	\$325.00	\$4,225.00		
11	Furniture for Trailer	1	Lump Sum	\$2,500.00	\$2,500.00		
12	Machines & Equipment for Trailer	13	Month	\$750.00	\$9,750.00		
13	Supplies for Trailer	13	Month	\$225.00	\$2,925.00		
14	Water for Consumption for Trailer	13	Month	\$125.00	\$1,625.00		
15	Postage & Shipping	13	Month	\$315.00	\$4,095.00		
16	Reproduction of Plans and Specs	13	Month	\$850.00	\$11,050.00		
17	Progress Photos	13	Month	\$225.00	\$2,925.00		
18	Owner Project Identification Signs	1	Lump Sum	\$4,500.00	\$4,500.00		
19	Mobile Phones	13	Month	\$420.00	\$5,460.00		
20	Project Vehicles	13	Month	\$4,350.00	\$56,550.00		
21	Fuel for Project Vehicles	13	Month	\$1,350.00	\$17,550.00		
22	Travel	13	Month	\$120.00	\$1,560.00		
23	Computers	1	Lump Sum	\$16,000.00	\$16,000.00	Software	
24							

Points should be
no higher than
the number

SCORE SHEET

<u>VENDOR PROPOSED</u>		ALBION	BARNSELY	CARROLL DANIELS	COOPER & CO	HOGAN CONST	REEVES YOUNG	SHERIDAN CONST	WINTER JOHNSON
Criteria	Points								
Stability	15	64	64	63	62	63	72	66	65
Experience and Qualifications	25	97	108	111	99	102	115	89	96
Relevance Experience	25	99	112	109	105	105	120	79	105
Quality proposed Management Plan	20	84	93	89	86	82	93	79	86
Firm's Suitability	15	61	62	60	60	62	68	57	63
	100	405	439	432	412	414	468	370	415

PRESENTATION SCORES

113

103

123

FINAL SCORE

552

535

591



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Contract Award for Landscaping at the Temp Fire Station on Bohannon Road

ITEM TYPE: Contract

SUBMITTED: 09/05/2024 **WORK SESSION:** N/A **COUNCIL MEETING:** 09/09/2024

DEPARTMENT: General Services

BUDGET IMPACT: \$62,788.40

PUBLIC HEARING: No

PURPOSE:

The purpose of the landscape design is to provide landscape beautification for the Temporary Fire Station located on Bohannon Road.

HISTORY:

N/A

FACTS AND ISSUES:

The Invitation to Bid (ITB # 24-014) was issued on July 17, 2024. Bids were due on Thursday, August 15, 2024, and a total of 7 bids for this project were received.

FUNDING SOURCE:

Tree Bank Fund: 206-0000-54-1200

RECOMMENDED ACTION:

Request Mayor and Council approval to award a contract to All South Lawnsapes for landscaping services at the Temp Fire Station (Station #24) on Bohannon Road in an amount not to exceed \$62,788.40.

ATTACHMENTS:

1. All South Documents

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: All South LawnsScapes
Address: 130 Peach State Court, Tyrone GA

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E- Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Fairburn within five (5) business days after any subcontractor(s) is/are retained to perform such service.

734725
E Verify™ Company Identification Number

7-30-2024
Date of Authorization

All South lawnsScapes
BY: Authorized Officer or Agent
(Name of Person or Entity)

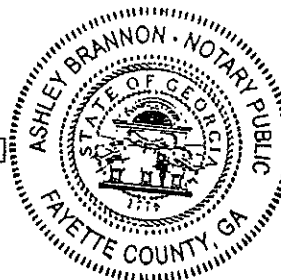
7-30-2024
Date

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

30 DAY OF July, 2024

[Signature]
Notary Public

[NOTARY SEAL]



My Commission Expires: 4-19-26

* Or any subsequent replacement operated by the United States Department of Homeland Security, or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60

Please return with your Bid package.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

27-0276186

Federal Work Authorization User Identification Number

7-30-2024

Date of Authorization

Alex Kidd (All South Lawnscares)

Name of Subcontractor

City of Fairburn Public Safety Landscape Design

Name of Project

Tyra Little

Name of Public Employer

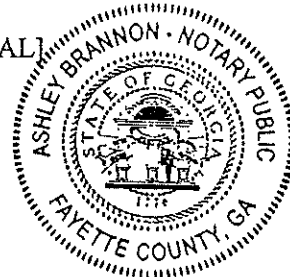
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

30 DAY OF JULY, 2024

[Signature]
Notary Public

My Commission Expires: 4-19-26

[NOTARY SEAL]



Please return with your Bid package.

**EXHIBIT E
DRUG-FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and
- (2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with All South Lawnscares (Service Provider),
All South Lawnscares (subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

All South Lawnscares

Company Name
[Signature] 7-30-2024

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Project Manager

Title of Authorized Officer or Agent of Service Provider

Alex Kidd

Printed Name of Authorized Officer or Agent

Please return with your Bid package.

**EXHIBIT F
PURCHASING POLICY ADDENDUM**

I, All South Lawns, hereby certify that I have received a copy of the City of Fairburn, GA, Financial Management Policies Purchasing Policy which can be found at <http://Fairburnga.gov/city-departments/purchasing> and agree to comply with all requirements of the City of Fairburn, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

Alex Kidd 7-30-2024

BY: Authorized Officer or Agent Date
(Service Provider Signature)

Project Manager
Title of Authorized Officer or Agent of Service Provider

Alex Kidd 7-30-2024
Printed Name of Authorized Officer or Agent Date

EXHIBIT G
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Fairburn, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Fairburn license/permit and/or contract for

All South Lawns

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. Alex Kidd I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____

Date: 7-30-2024

Printed Name: _____

Alex Kidd

* Alien Registration number for non-citizens: _____

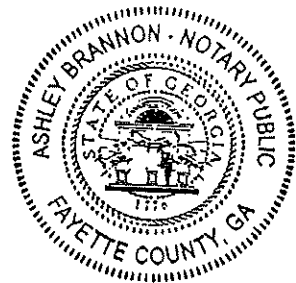
**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 30 day of July, 2024

Notary Public: _____

My Commission Expires: _____

Please return with your Bid package.



REFERENCES
ITB 24-014, Public Safety Landscape Design

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: City of Union City
Address: 5047 Union Street, Union City, GA
Contact: Lonnie Ferguson Phone: 678-582-0785

2. Company Name: Pavestone Company
Address: 169 Peggy Lane, Tyrone, GA
Contact: Chris Clare Phone: 404-626-8459

3. Company Name: Templar Development
Address: 160 Whitney St, Fayetteville, GA 30214
Contact: Butch Oliver Phone: 770-862-0266

Please return with your Bid package.

SUBCONTRACTORS
ITB 24-014, Public Safety Landscape Design

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: All South LawnsCapes
Address: 130 Peach state court, Tyrone, GA
Contact: Ashley Brannon Phone: 678-878-6968
2. Company Name: _____
Address: _____
Contact: _____ Phone: _____
3. Company Name: _____
Address: _____
Contact: _____ Phone: _____
4. Company Name: _____
Address: _____
Contact: _____ Phone: _____
5. Company Name: _____
Address: _____
Contact: _____ Phone: _____

Please return with your Bid package.

NON-COLLUSION AFFIDAVIT
ITB 24-014, Public Safety landscape Design

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR ARTIFICIAL TURF ARE TRUE AND CORRECT.

Dated this July day of 30, 2024

All South Lawnsapes
(Name of Organization)

Project manager
(Title of Person Signing)

Alex Kille
(Signature)

ITB 24-014 City of Fairborn (Public Safety)
(Bid Number)

ACKNOWLEDGEMENT

STATE OF Georgia)

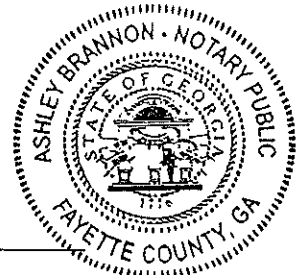
COUNTY OF Fayette)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 30 day of July, 2024.

Ashley Brannon
Notary Public Signature

My Commission Expires: 4-19-20



Please return with your Bid package.

BID SCHEDULE
ITB 24-014, Public Safety Landscape Design

Total Cost: \$ _____

Start Date: _____

Completion Date: _____

Representative Signature: Alex Trill Date: 7-30-2024

Email Alex@allsouthlawnsclapes.com

Please return with your Bid package.

Fairburn Public Safety Building Planting Plan - Opinion of Probable Cost - 8.30.2023

BOTANICAL NAME	COMMON NAME	QUANTITY	UNIT	COST/UNIT	CONT	TOTAL
<i>Amelanchier arborea</i>	Downy Serviceberry	8	EA	\$400.00	15 GAL	\$3,200.00
<i>Magnolia grandiflora</i> 'Little Gem'	Little Gem Dwarf Southern Magnolia	2	EA	\$400.00	15 GAL	\$800.00
<i>Thuja occidentalis</i>	American Arborvitae	12	EA	\$400.00	15 GAL	\$4,800.00
<i>Loropetalum chinense</i>	Chinese Fringe Flower	26	EA	\$60.00	3 GAL	\$1,560.00
<i>Osmanthus fragrans</i>	Sweet Olive	38	EA	\$60.00	3 GAL	\$2,280.00
<i>Distylium</i> 'Coppertone'	Coppertone Distylium	44	EA	\$60.00	3 GAL	\$2,640.00
<i>Itea virginica</i>	Virginia Sweetspire	25	EA	\$60.00	3 GAL	\$1,500.00
<i>Liriope muscari</i>	Lilyturf	115	EA	\$5.00	4" Pot	\$575.00
<i>Cynodon dactylon</i>	Tiftuf Bermudagrass	2,600	SY	\$10.00		\$26,000.00
	Hardwood Mulch	950	SY	\$10.00		\$9,500.00
SUBTOTAL						\$52,855.00

Notes:

Cost opinions are based on industry experience and the CONSULTANT is not responsible for changes in market conditions that affect construction, material or maintenance costs. Any changes to the project or additional expenses associated with same will not be the responsibility of the CONSULTANT.



1. THIS SHEET IS PART OF A MULTISHEET SET OF CONSTRUCTION PLANS AND SHALL BE READ WITH THE FULL SET TO BEAT ENSURING PROPER INTERPRETATION.
2. REFER TO SHEET 1-001 FOR LANDSCAPE NOTES.
3. REFER TO SHEET 1-001 FOR LANDSCAPE DETAILS.
4. CONTRACTOR SHALL HAVE ALL UNPLANTED FIELD LOCATED PRIOR TO START OF CONSTRUCTION.

1. EXISTING PUBLIC SAFETY BUILDING
2. EXISTING SECONDARY BUILDING
3. EXISTING GRAVEL
4. EXISTING FENCE
5. PROPOSED ENTRY WALK
6. PROPOSED PARKING

[illegible]

Page 168 of 173

3. CONTRACTOR'S PRICE SHALL INCLUDE ALL LABOR AND MATERIAL NECESSARY TO COMPLETE THE WORK, IE MULCH, PLANTING, SOIL MIX, STAKING MATERIAL, WATERING, MAINTENANCE DURING CONSTRUCTION, ETC.
4. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL MATERIAL QUANTITIES SHOWN ON THESE DRAWINGS BEFORE BEGINNING THE WORK, AND WILL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIAL ACCORDING TO PLAN. THE PLANT SCHEDULE IS PROVIDED FOR CONTRACTOR'S CONVENIENCE ONLY.
5. PROVIDE PLANT MATERIALS TRUE TO SPECIES AND VARIETY CORRELATING WITH RECOMMENDATIONS OF AMERICAN STANDARD FOR NURSERY STOCK BY THE AMERICAN ASSOCIATION OF NURSERY MEN.
6. PLANTING PLANS INDICATE DIAGRAMATIC LOCATIONS ONLY. SITE ADJUSTMENTS OF PLANTING DESIGN AND DESIGN PROFESSIONAL OR OWNER'S REPRESENTATIVES APPROVAL SHALL BE DONE WITHOUT PENALTY OR ADDITIONAL COST TO OWNER. STAKE PLANT LOCATIONS AT SITE AND OBTAIN OWNER'S REPRESENTATIVES APPROVAL PRIOR TO PLANT INSTALLATION.
7. LOCATE AND VERIFY ALL UTILITY LOCATIONS AND EXISTING STRUCTURES IN AND AROUND THE SITE PRIOR TO WORK. BE FAMILIAR WITH UNDERGROUND UTILITIES BEFORE BEGINNING. MAINTAIN EXISTING UTILITIES AND STRUCTURES AND PROTECT AGAINST DAMAGE DURING THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO EXISTING UTILITIES, STRUCTURES, PAVING AND/OR WORK OF OTHER TRADES RESULTING FROM LANDSCAPE CONSTRUCTION.
8. THE CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HRS MINIMUM PRIOR TO DIGGING FOR FIELD VERIFICATION OF ALL UNDERGROUND UTILITIES, AND OTHER ELEMENTS, AND COORDINATE WITH THE DESIGN PROFESSIONAL PRIOR TO INITIATING OPERATIONS. THE CONTRACTOR SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF WORK.
9. CONTRACTOR SHALL PROTECT ALL EXISTING PLANT MATERIALS INDICATED ON PLANS TO REMAIN. ALL PLANT MATERIAL INDICATED TO REMAIN THAT'S DAMAGED BY THE CONTRACTOR SHALL BE REPLACED BY THE OWNER WITH THE SAME SIZE, QUALITY, AND TYPE OF PLANT MATERIAL, OR AS REQUIRED BY THE LOCAL REVIEWING AUTHORITY, WHICHEVER HAS A GREATER RECOMMENSE VALUE.
10. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEPLANTS (PRIOR TO DATE OF SUBSTANTIAL COMPLETION OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL THE PLANT LIST SPECIFICATIONS.
11. DESIGN PROFESSIONAL OR OWNER'S REPRESENTATIVE SHALL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT.
12. PLANTS SHALL BE SPECIMEN QUALITY, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF DISEASES, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUNSCALD, INJURIES, ABRASIONS AND/OR DISFIGUREMENT.
13. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN 50 PERCENT OF THE PLANTS SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.
14. HARDWOOD TREES SHALL HAVE STRAIGHT TRUNKS WITH CENTRAL LEADERS, FULL HEADED, AND MEET ALL REQUIREMENTS SPECIFIED. DO NOT HANDLE PLANTS BY THE TRUNK.
15. PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.
16. LEAVES MUST BE OF MEDIUM FOLIAGE, ALL GOOD LEAVES, MAXIMUM OF 10% CHLOROSIS ALLOWED, WITH NO EXTREME STUCCLENESS.
17. IF DRAINAGE IS NOT SUFFICIENT NOTIFY PROJECT OWNER'S REPRESENTATIVE IN WRITING BEFORE INSTALLING THE PLANTS. OTHERWISE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR THE GUARANTEE AND LIABILITY OF THE PLANT.
18. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES.
19. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE DESIGN PROFESSIONAL PRIOR TO STARTING CONSTRUCTION. FOLLOW THE DESIGN PROFESSIONAL'S INSTRUCTIONS ON RESOLVING ANY DISCREPANCIES.
20. UNLESS OTHERWISE SPECIFIED DUE TO SOIL CONDITIONS, SET ROOT FLARE OF ROOTBALL LEVEL WITH SURROUNDING GRADE. ROOT SYSTEM SHALL BE AS SPECIFIED IN PLANT SCHEDULE.
21. BALLED AND BURLAPPED: ROOTS MUST BE STUDIED ESTABLISHED IN BALL THAT HAS BEEN THOROUGHLY WRAPPED AND SECURELY TIED WITH TWINE OR WIRE, OR PINNED, WHERE WIRE BASKETS ARE USED ON TREES OR SHRUBS, CUT BURLAP AND WIRE BACK TO 1/2 THE BASE OF ROOTBALL AND REMOVE FROM PLANTING HOLE. REMOVE ALL STRAPS, WIRE STRAP HANGERS, ETC. FROM ROOTBALL, DO NOT ALLOW REMAINING WIRE TO PROTRUDE INTO MULCH OR TOPSOIL AREAS.
22. CONTAINER GROWN: CONTRACTOR SHALL BE RESPONSIBLE FOR NOTING DESIGN PROFESSIONAL OR FIELD BOUND SPECIMENS, REMOVE CONTAINER AND PLANT OR SHOE ROUND CONTROLLED BALL SURFACE ROOTS AT TOP OF ROOTBALL OUTLINE DIRECTIONAL PATTERN TO DISCOURAGE CIRCLING ROOTS.
23. STAKING IS ONLY TO BE INSTALLED IN SPECIAL CIRCUMSTANCES. ANY STAKING MATERIAL MUST BE REMOVED AT THE END OF THE WARRANTY PERIOD.
24. PLANTING SOIL MIX NOTES:
 1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A LANDSCAPE SOIL REPORT FOR PROFILE SOIL LOCATIONS: <http://pdxplants.com>, LOCAL EXTENSION SERVICE (AGRICULTURAL AND ENVIRONMENTAL SERVICES LAST: <http://pdxplants.com>), OR OTHER VENUE.
 2. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL TOPSOIL. PLANTING SOIL MIX AND OTHER ADJUTIVES AND MUST APPROVED BY THE DESIGN PROFESSIONAL/ OWNER'S REPRESENTATIVE PRIOR TO ANY BACKFILLING.
 3. THE TYPICAL PLANTING SOIL MIX FOR ON-GRADE PLANTINGS (TREES, SHRUBS & GROUND COVERS) SHALL CONSIST OF THE FOLLOWING UNLESS OTHERWISE INDICATED ON THE DRAWINGS:
 - 3.1. 60% TOPSOIL (AS SPECIFIED), 40% NR. NATURAL CLM (COMPLETE LANDSCAPE MIX BY TSC/AMERICAN L.L.C. OR AS NOTED BELOW AS AN EQUIVALENT 40% OF PREPARED ADJUTIVES (BY VOLUME AS FOLLOWS):
 - 3.1.1. 2 PARTS HUMUS AND/OR PEAT, 1 PART STERILIZED COMPOSTED COMVAMURE
 - 3.1.2. 1 PART SHREDDED PINE BARK (BARK PIECES BETWEEN 1/2 INCH AND 2 INCHES IN LENGTH)
 - 3.1.3. COMMERCIAL FERTILIZER OR LIME AS RECOMMENDED IN SOIL REPORT (IF ANY).
 4. TYPICAL PLANTING SOIL MIX FOR PERENNIAL OR SEASONAL, COLOR BEDS CONSIST OF TOPSOIL AND THE
25. OF 5 LBS. PER SQ. FT. (1/2) (ADJUST FOR ALKALINE SOILS).
26. COMMERCIAL FERTILIZER OR LIME AS RECOMMENDED IN SOIL REPORT (IF ANY).
27. WATERING/IRRIGATION:
 1. WATERING AFTER INSTALLATION AND WATER TRANSPIRATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR UNTIL FINAL ACCEPTANCE.
 2. USE OF TREE CAMEL, GOZE TUBES OR TREE GATOR BAGS FOR TREES ARE REQUIRED IF A TEMPORARY IRRIGATION SYSTEM IS NOT INSTALLED.
 3. INSTALLATION OF A PERMANENT IRRIGATION SYSTEM IS NOT PROPOSED. THE CONTRACTOR MAY CHOOSE TO INSTALL A TEMPORARY IRRIGATION SYSTEM IN ORDER TO ESTABLISH INSTALLED PLANT MATERIAL. SUBMIT A PLAN FOR A TEMPORARY SYSTEM TO THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE SYSTEM SHALL BE DESIGNED TO PROVIDE FULL AND COMPLETE COVERAGE TO ALL LANDSCAPED AREAS OF THE SITE INDICATED ON THE LANDSCAPE PLAN.
 4. ALL MATERIALS USED IN THE DESIGN OF THE TEMPORARY SYSTEM, INCLUDING SPRINKLER HEADS, VALVES, VALVE BOXES, CONTROLLERS, PUMPS, BACKFLOW PREVENTORS, RAIN AND FREEZE SENSORS, DRIP EQUIPMENT, WIRE, ELECTRICAL CONNECTIONS, AND PVC PIPE AND FITTINGS, SHALL MEET MINIMUM INDUSTRY STANDARDS.
 5. MANUFACTURER AND MODEL MUST BE SPECIFIED.
 6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY SYSTEM AFTER SUBSTANTIAL COMPLETION IS OBTAINED.
 7. IF NO TEMPORARY SYSTEM IS PROPOSED, THE CONTRACTOR SHALL DEVELOP A SCHEDULE FOR MANUAL WATERING OF PLANTS. THIS SCHEDULE SHOULD BE INCLUDED IN ANY MAINTENANCE AGREEMENT AND/OR INDICATE THE PARTY RESPONSIBLE FOR WATERING THE MANUAL WATERING. THE DURATION OF THE SCHEDULE OF MANUAL WATERING SHOULD BE EQUAL TO THE DURATION OF THE BOND PERIOD OR 12 MONTHS STARTING FROM THE INSTALLATION DATE. WHICHEVER IS GREATER. THE SCHEDULE SHOULD ALSO INDICATE THE AMOUNT OF WATER TO BE APPLIED PER WEEK. THE FOLLOWING IRRIGATION RATES ARE OFFERED AS A GUIDELINE; HOWEVER, THE SUPPLIER OF THE LANDSCAPE MATERIALS SHOULD BE CONSULTED FOR THEIR RECOMMENDATIONS.
 - TREES SHALL BE WATERED DAILY FOR MONTH 1, EVERY OTHER DAY FOR MONTHS 2-4, AND WEEKLY FOR MONTHS 5-12. APPLY 8 GALLONS PER " FOR CALIPER TREE PER APPLICATION. ADJUST RATE TO LOCAL RAINFALL AMOUNT. (ASSUME 30 GALLONS PER TREE FOR EVERY INCH OF RAINFALL).
 - SHRUBS SHALL BE WATERED DAILY FOR MONTH 1, EVERY OTHER DAY FOR MONTHS 2-4, AND WEEKLY FOR MONTHS 5-12. APPLY 1 GALLON PER SHRUB PER APPLICATION. ADJUST RATE TO LOCAL RAINFALL AMOUNT. (ASSUME 2 GALLONS PER SHRUB FOR EVERY INCH OF RAINFALL).
 - TURF SHALL RECEIVE 1 INCH OF IRRIGATION PER WEEK APRIL THROUGH SEPTEMBER, 1/2 INCH OF IRRIGATION OCTOBER THROUGH MARCH. ADJUST RATE TO LOCAL RAINFALL AMOUNT.
28. WARRANTY:
 1. THE CONTRACTOR SHALL COMPLETELY WARRANTY ALL PLANT MATERIAL AS INDICATED BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. MAINTENANCE WORK SHALL BE PERFORMED UNTIL DATE OF FINAL ACCEPTANCE BY OWNER. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPAIRS/REPLACEMENTS BEFORE OR AT THE END OF THE WARRANTY PERIOD.
 2. INSTALLER AGREES TO REPAIR OR REPLACE PLANTINGS AND ACCESSORIES THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.
 - A. WARRANTY PERIOD FOR TREES AND SHRUBS: TWO-YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
 - B. WARRANTY PERIOD FOR VINES AND PERENNIALS: TWO-YEAR FROM DATE OF SUBSTANTIAL COMPLETION.
 3. PLANTS SHALL BE HEALTHY, FREE OF PESTS AND DISEASE, AND IN CULMINATING CONDITION AT THE END OF THE WARRANTY PERIOD. PLANTS SHALL BE FREE OF DEAD AND DYING BRANCHES AND BRANCH TIPS, AND SHALL BEAR FOLIAGE OF NORMAL DENSITY, SIZE, AND COLOR FOR THE SPECIES.
 4. PLANTS THAT ARE DEAD, DISEASED, INSECT INFESTED, OR NOT IN A VIGOROUS, THRIVING CONDITION, AS DETERMINED BY THE DESIGN PROFESSIONAL, DURING OR AT THE END OF THE WARRANTY PERIOD, SHALL BE DEEMED DEFECTIVE. PLANTS THAT HAVE HAD MORE THAN 25% OF THEIR BRANCHES DIE OR REMOVED SHALL BE REPLACED. PLANTS THAT HAVE HAD A MAJOR BRANCH OR SIDE OF THE PLANT REMOVED SUCH THAT CURRENT OR FUTURE AESTHETIC APPEAL OR STRUCTURAL INTEGRITY OF THE PLANT, AS DETERMINED BY THE DESIGN PROFESSIONAL, IS DIMINISHED SHALL BE CONSIDERED DEFECTIVE. PLANT MATERIAL DETERMINED TO BE DEFECTIVE SHALL BE REPLACED WITHOUT COST TO THE OWNER.
 - A. REMOVE DEFECTIVE OR DEAD PLANTS IMMEDIATELY. REPLACE AS SOON AS WEATHER CONDITIONS PERMIT AND WITHIN ONE OF THE SPECIFIED PLANTING PERIODS.
 5. REPLACEMENTS SHALL CLOSELY MATCH ADJACENT SPECIMENS OF THE SAME SPECIES. REPLACEMENTS SHALL BE SUBJECT TO ALL REQUIREMENTS STATED IN THIS SPECIFICATION. MAKE ALL NECESSARY REPAIRS DUE TO PLANT REPLACEMENTS. SUCH REPAIRS SHALL BE DONE AT NO EXTRA COST TO THE OWNER.
 6. WARRANTY INCLUDES MAINTENANCE INCLUDING, BUT NOT LIMITED TO WATERING, CULTIVATING, WEEDING, PRUNING, REPLACING OTHER WORK AS ORDERED BY DESIGN PROFESSIONAL UNTIL FINAL ACCEPTANCE.

CONTRACT FOR SERVICES
ITB 24-014
City of Fairburn
Public Safety Landscape Design

This **CONTRACT** made and entered into this ____ day of _____, 2024 by and between the City of Fairburn, (Party of the First Part, hereinafter called the “City”), and **All South Lawns** Party of the Second Part, hereinafter called the “Service Provider” or “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 120 days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all the **Contract documents**:

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 24-014 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Georgia Security and Immigration Compliance Affidavit.
Exhibit F:	Drug-Free Workplace.
Exhibit G:	Purchasing Policy Addendum.
Exhibit H:	Affidavit Verifying Status for Public Benefit Application.
Exhibit I:	Bid Documents: References and Subcontractor Form.
Exhibit J:	Non-Collusion Affidavit.
Exhibit K:	Bid Schedule.
	Plans/Maps – Public Safety Landscape Design

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out perform, perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, the Service Provider guarantee that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A, --- General Conditions]

Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Fulton County, Georgia.

14. SMALL AND MINORITY BUSINESSES CLAUSE:

The City of Fairburn, in maintaining its status as a Welcoming City and City of Ethics commissioned a study of its Social Justice, Race, and Equity practices. As a result of the study, recommendations have been made to enhance and improve upon its efforts in providing opportunities to small and minority businesses in procuring goods and services. With respect to openness and transparency, the City of Fairburn encourages all businesses regardless of size and status to engage in the City's procurement process. The city gives equal attention to all submissions and will work with individual firms to ensure that their questions are answered in a timely basis.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

All South Lawnscape
130 Peach State Court
Tyrone GA

All South Lawnsapes, a corporation

By: _____

Date Signed by Contractor:

(Corporate Seal)

_____, 2024

Address:

City of Fairburn
56 Malone Sr. SW
Fairburn, GA 30213

CITY:

CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: _____
Mario B. Avery, Mayor

Date signed by City:

_____, 2024

Approved as to form:

Attest: _____
Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

{SEAL}