FULTON COUNTY BOARD OF COMMISSIONERS
FIRST REGULAR MEETING
July 15, 2026
10:00 AM

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

A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA

26-0376 **Board of Commissioners**
Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the First Regular Meeting Agenda for separate consideration.

26-0377 **Board of Commissioners**
Proclamations for Spreading on the Minutes

Proclamation recognizing “Peabo Bryson Remembrance Day.” **(Arrington)**
June 2, 2026

Proclamation recognizing “D’Estin Perry, Sr. Appreciation Day.” **(Arrington)**
June 19, 2026

Proclamation recognizing “Stacy Fotos Empowering Women in Leadership Award Appreciation Day.” **(Thorne)**
June 22, 2026

Proclamation recognizing “Frank Groome Distinguished Diplomatic Leadership Award Appreciation Day.” **(Thorne)**
June 22, 2026

Proclamation recognizing “Dr. Mandee and Austin Hollen Community Transformation Award Appreciation Day.” **(Thorne)**
June 22, 2026

Proclamation recognizing “Sam Barbosa Johns Creek Corporate Stewardship Award Appreciation Day.” **(Thorne)**
June 22, 2026

Proclamation recognizing “Nancy Walker Influential Business Excellence Award Appreciation Day.” **(Thorne)**
June 22, 2026

Proclamation recognizing “D.R.E.S. Tha Beatnik Appreciation Day.” **(Arrington)**
June 26, 2027

Proclamation recognizing “Congolese Cultural Day.” **(Arrington)**
June 27, 2026

Proclamation recognizing “Irene Richardson Appreciation Day.” **(Pitts/Abdur-Rahman/Arrington)**
June 30, 2026

Proclamation recognizing “Norman Lumpkin Remembrance Day.”
(Abdur-Rahman)
July 5, 2026

Proclamation recognizing “J & J Family Dentistry Appreciation Day.” **(Arrington)**
July 9, 2026

Open & Responsible Government

26-0378 **Real Estate and Asset Management**
Request approval of a Water Line Easement Dedication of 66,386 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 4 LLC, for the purpose of constructing the Medley Johns Creek Town Center Project at 0 Johns Creek Parkway, Johns Creek, Georgia 30097.

26-0379 **Real Estate and Asset Management**
Request approval of a Water Easement Dedication of 25,755 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Bellwyn Project at 11705 Fox Road, Johns Creek, Georgia 30005.

26-0380 **Real Estate and Asset Management**
Request approval of a Sewer Easement Dedication of 20,826 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Bellwyn Project at 11705 Fox Road, Johns Creek, Georgia 30005.

26-0381 **Real Estate and Asset Management**
Request approval of a Sewer Easement Dedication of 62,722 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 4, LLC, for the purpose of constructing the Medley Johns Creek Town Center Project at 0 Johns Creek Parkway, Johns Creek, Georgia 30097.

26-0382 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Roger Howrey, a citizen, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County’s existing sanitary sewer easement at 540 Sweet Birch Lane, Roswell, Georgia 30076.

26-0383 **Real Estate and Asset Management**
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Mayfield Development, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County’s existing water line easement area at 1580 Mayfield Road, Alpharetta, Georgia 30009.

26-0384 **Real Estate and Asset Management**

Request approval of a Resolution authorizing the transfer of 3,043.92 square feet of real property and the execution of a temporary construction easement covering approximately 1,535.01 square feet to the City of Sandy Springs, a municipal corporation of the State of Georgia, for the purpose of allowing the City to make sidewalk and streetscape improvements at 5025 Roswell Road, Sandy Springs Georgia; to authorize the Chairman to execute an appropriate deed, a temporary construction easement agreement, and all other necessary documents; to authorize the County Attorney to approve the deed, the temporary construction easement, and related documents as to form and to make modifications thereto to protect the interests of Fulton County prior to execution; and for other purposes.

26-0385 **Finance**

Ratification of June 2026 Grants Activity Report.

Health and Human Services

26-0386 **Community Development**

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and submittal of the 2026 HUD Annual Action Plan which will allow the county to secure federal funds for projects and services that support low- and moderate-income citizens. The funding includes $1,333,423.00 from the Community Development Block Grant (CDBG) and $599,301.51 from the HOME Investment Partnership (HOME). A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general funds to support the required 25% match for the HOME program.

26-0387 **Public Works**

Request approval of a Public Private Partnership (P3) Memorandum of Understanding (MOU) between Fulton County and the Georgia Department of Transportation (GDOT). This is for the relocation of sewer facilities to improve the existing system by adding two (2) new, barrier-separated express lanes in both directions of I-285 between the Chattahoochee River and Burnt Fork Creek, and in both directions of SR 400 from Northland Drive to the North Springs MARTA Station in Fulton and DeKalb Counties, Georgia (Project ID 0017135 and 0019965). The project includes relocating several sewer lines and associated appurtenances within Fulton County at no cost to Fulton County.

26-0388 **Public Works**

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for the resurfacing of State Route 141 (Medlock Bridge Road) from the Gwinnett County Line to the Forsyth County Line in Fulton County (Project ID M006781). The project includes the adjustment of two sanitary sewer manholes and eighteen water valve boxes, along with associated appurtenances. The estimated cost of the project is $33,000.00.

Justice and Safety

26-0389 **Superior Court Administration**

Request approval to renew an existing contract - Superior Court, 25RFP1386059A-BKJ, Drug Testing in an amount not to exceed $350,000.00 with Technical Resource Management, LLC dba Cordant Health Solutions (Indianapolis, IN) to provide comprehensive drug testing and technology services to the participants of the County's Accountability Court Programs. This action exercises the first of two renewal options. One renewal option remains. Effective dates: July 1, 2026, through June 30, 2027.

FIRST REGULAR MEETING AGENDA

26-0390 **Board of Commissioners**

Adoption of the First Regular Meeting Agenda.

26-0391 **Clerk to the Commission**

Ratification of Minutes.

First Regular Meeting Minutes, June 3, 2026
Second Regular Meeting Post Agenda Minutes, June 17, 2026
Second Regular Meeting Minutes, June 17, 2026

26-0392 **Board of Commissioners**

Presentation of Proclamations and Certificates.

Proclamation recognizing "National Probation and Parole Week." **(Barrett/BOC)**

PUBLIC HEARINGS

26-0393 **Board of Commissioners**

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

COUNTY MANAGER'S ITEMS

Justice and Safety

26-0394 **County Manager**

July 2026 Justice System Update.

Open & Responsible Government

26-0395 **Finance**

Presentation, review, and approval of July 15, 2026, Budget Soundings and Resolution.

26-0396 **Finance**

Request approval of a Resolution Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2026 taxes pursuant to O.C.G.A. § 48-5-310.

26-0397 **Registration & Elections**

Request approval of a statewide contract - Registration and Elections, 26TEMP1548386C-MH, SWC# 99999-001-SPD0000136-0006, Temporary Staffing Services - Clerical Light in the total amount not to exceed $8,958,784.66 with Abacus Corporation (Morrow, GA) to provide temporary staffing services for General Election/Nonpartisan Election & Runoff Elections. Effective: July 1, 2026, through December 31, 2026.

26-0398 **Real Estate and Asset Management**

Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000203-0001 and SWC#99999-001-SPD0000203-0003, New Tires and Retread Tubes, in the total amount not to exceed $75,000.00 with (A) Bridgestone Americas Tire Operations, LLC, through authorized dealer Southern Tire Mart (Atlanta, GA) in the amount not to exceed $25,000.00, and (B) The Goodyear Tire & Rubber Company, through authorized dealer NexTire Commercial, Inc. (Decatur, GA) in the amount not to exceed $50,000.00, to provide tires, tubes, accessories, and repair services on an as-needed basis for Fulton County fleet vehicles for the remainder of FY2026. Effective dates: July 1, 2026, through December 31, 2026.

26-0399 **Real Estate and Asset Management**

Request approval of lowest responsible bidder - Department of Real Estate and Asset Management, 26ITB1611210C-JNJ, Standby Fencing Installation and Repair in the amount of $200,000.00 with Osborne & Witt, Inc., dba Allied Fence Company, Inc. (Mableton, GA), to provide standby fencing installation and repair on an “as needed” basis for Fulton County. Effective January 1, 2027, through December 31, 2027, with two renewal options.

26-0400 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners Contract #11-78 with Anthro International Incorporated, dba Sitmatic (Fullerton, CA), in an amount not to exceed $555,776.55 for the purchase, delivery, assembly, and installation of new seating in the Superior Court Juror Assembly Room. This is a one-time project, effective upon issuance of a notice to proceed and for an estimated 120 calendar days or until project completion, as determined by Fulton County.

26-0401 **Real Estate and Asset Management**

Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, HVAC Products, Installation, Labor Based Solution and Related Product and Services, in the amount not to exceed $783,777.44 with Trane U.S., Inc. (Doraville, GA), to provide turnkey Central Energy Plant (CEP) Upgrades, including the replacement and installation of two new chillers, two new boilers, and a new pool package unit (pool area humidity control) at the Helene S. Mills Senior Multipurpose Facility located at 515 John Wesley Dobbs Avenue, NE, Atlanta, Georgia 30312. Effective upon issuance of a notice to proceed for six months or until completion of the project as determined by Fulton County; authorizing the County Attorney to approve the Agreement and related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

26-0402 **Real Estate and Asset Management**

Request approval to increase spending authority - Department of Real Estate and Asset Management, 25ITBC1368307C-JNJ, HVAC Equipment and Parts, in the total amount not to exceed $30,000.00 with Shelton Supply, dba F. M. Shelton, Inc. (Atlanta, GA), to cover the cost to purchase additional HVAC parts and related equipment to maintain a sufficient level of parts on-hand for maintenance/repairs required to keep the County's HVAC systems online and with minimal downtime for the remainder of FY2026. Effective upon BOC approval.

Arts and Libraries

26-0403 **Arts and Culture**

Request approval of the FY2026 Contracts for Services Program funding recommendations totaling $2,857,643. Funds have been identified and are available in the Department of Arts & Culture's FY 2026 budget.

Health and Human Services

26-0404 **Community Development**

Request approval of the 2026 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of $250,000.00 to the non-profits identified in Attachment "A". General funding in the amount of $250,000.00 for Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the May 20, 2026, Second Regular Meeting (Agenda Item #26-0255). The contract period runs from June 1, 2026 - August 31, 2026.

26-0405 **Behavioral Health and Developmental Disabilities**

Request approval to enter a contract with the Georgia Department of Behavioral Health & Developmental Disabilities for the acceptance of $9,481,532.00 in grant funding for the planning and design of the Behavioral Health Crisis Center in North Fulton for a contract term July 1, 2026, through June 30, 2027. To protect the interests of the County, the County Attorney is authorized to approve the final terms of the contract as to legal form and make modifications to the contract, including correcting scrivener's errors, before execution.

26-0406 **Public Works**

Request approval to increase spending authority - Public Works Department, 24ITBC1298468A-KM, Fire Hydrants and Parts in an amount not to exceed $238,570.00 with Core and Main, LP (Athens, GA), to provide fire hydrants and parts. Effective upon BOC approval.

26-0407 **Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, NC Sheriff's Association Contract 26-10-0422, Forestry Compact Track Loader & Mulching Head in the amount of $172,970.77, National Equipment Dealers LLC (Lexington, NC), used for land clearing operations such as the removal and shredding of small trees, brush and stumps, turning the debris into mulch. This is a one-time procurement.

26-0408 **Public Works**

Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell-GapVax Contract 101221-GPV, Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies in an amount not to exceed $664,879.85 with Aquip, LLC (Rock Hill, SC), an authorized dealer for GapVax products, for the purchase of one (1) MC1312-3S3X, Combination Jet/Vac Truck to provide cleaning and maintenance of sewer lines, storm drains, and pipelines. Effective upon BOC approval.

26-0409 **Public Works**

Request approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA for water main relocations associated with the road improvements to Cox Road at the King Road Intersection in the City of Milton, GA, in an estimated amount of $231,606.00.

26-0410 **Public Works**

Request approval to close-out contract - Public Works Department, 18RFP1032018K-DJ, Membrane System for Big Creek Water Reclamation Facility Expansion in an amount not to exceed $48,166.03 with Kubota Membrane, USA (Grapevine, TX) to cover interest accrued while the project retainage was being held. This is a project closeout change order. Effective upon BOC approval.

26-0411 **Public Works**

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) to resurface Roswell Road (State Route 9) from Meadowbrook Drive to Abernathy Road in Fulton County, Project ID M006773. The project includes the adjustment of 58 sanitary sewer manholes and associated appurtenances within Fulton County. The estimated cost of the project is $174,000.00.

Infrastructure and Economic Development

26-0412 **Public Works**

Request approval of an Intergovernmental Agreement between the City of Alpharetta, Georgia, and Fulton County, Georgia, to clarify the roles and responsibilities for maintenance of the roadways and water infrastructure within The Continuum development.

COMMISSIONERS' ACTION ITEMS

26-0413 **Board of Commissioners**

Request approval of a Resolution to support affordable housing in downtown Atlanta by approving a grant from funds previously set aside to aid in the construction of a 149-unit affordable multifamily development, and for other purposes. **(Barrett)**

26-0414 **Board of Commissioners**

Request approval of a Resolution to approve a grant from funds previously set aside to create economic opportunity and support local small businesses; to aid in the restoration and preservation of historic downtown Atlanta storefronts; and for other purposes. **(Barrett)**

26-0415 **Board of Commissioners**

Request approval of a Resolution to approve a grant from funds previously set aside to support the creation of 194 new high-quality jobs and to provide opportunities for area students and graduates to enter high-growth careers; to catalyze a $32.9 million investment by Mercedes-Benz and further private investment in Fulton County; and for other purposes. **(Barrett)**

26-0416 **Board of Commissioners**

Request approval of a Resolution to increase economic opportunity on the Westside; to support the creation of affordable commercial space for local small businesses by approving the release of funds previously set aside; to assist in neighborhood stabilization; to catalyze private investment; and for other purposes. **(Barrett)**

26-0417 **Board of Commissioners**

Request approval of a Resolution establishing a policy of the Fulton County Board of Commissioners regarding participation in Tax Allocation Districts; declaring the Board's opposition to the proposed extension of existing City of Atlanta Tax Allocation Districts: and for other purposes. **(Ellis/Abdur-Rahman)**

Commissioners' Full Board Appointments

26-0418 **Board of Commissioners**
BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES RETIREMENT SYSTEM

Trustee position #1 is the Chairman or designee. Trustee positions #2 and #3, members of the Fulton County Commission, shall be designated or elected at a regular January meeting for one (1) year or until their successors have been appointed and qualified. Trustee Positions #4 and #5 are members of the Board of Trustees by virtue of their County position; hence their terms expire when their positions with the County terminate. Trustee Positions #6, #7, #8, #9, #10, #11, and #12 are held for four (4) years, after serving the initial staggered terms prescribed in the enabling Resolution.

Term = 1 Year / 4 years

Terms below expired: 12/31/2025
Commissioner Dana Barrett **(Trustee Position #1 BOC Chair/Designee)**
Vice Chair Khadijah Abdur-Rahman **(Trustee Position #2 BOC Commissioner)**
Commissioner Bob Ellis **(Trustee Position #3 BOC Commissioner)**

Vice Chair Abdur-Rahman has nominated Commissioner Ellis for a Full Board reappointment to a term ending December 31, 2026.

26-0419 **Board of Commissioners**
BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES RETIREMENT SYSTEM

Terms below expired: 12/31/2025
Commissioner Dana Barrett **(Trustee Position #1 BOC Chair/Designee)**
Vice Chair Khadijah Abdur-Rahman **(Trustee Position #2 BOC Commissioner)**
Commissioner Bob Ellis **(Trustee Position #3 BOC Commissioner)**

Commissioner Ellis has nominated Vice Chair Abdur-Rahman for a Full Board reappointment to a term ending December 31, 2026.

26-0420 **Board of Commissioners**
BOARD OF TRUSTEES OF THE FULTON COUNTY EMPLOYEES RETIREMENT SYSTEM

Terms below expired: 12/31/2025
Commissioner Dana Barrett **(Trustee Position #1 BOC Chair/Designee)**
Vice Chair Khadijah Abdur-Rahman **(Trustee Position #2 BOC Commissioner)**
Commissioner Bob Ellis **(Trustee Position #3 BOC Commissioner)**

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

26-0421 **Board of Commissioners**
ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN

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

Term = 4 Years

Term = 1 Year (Positions 2 & 3)

Term below expired: 12/31/2025
Commissioner Bridget Thorne **(BOC/Position 2)**

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

26-0422 **Board of Commissioners**
AIRPORT WEST COMMUNITY IMPROVEMENT DISTRICT (CID)

The appointed board members shall serve at the pleasure of the governing body. The initial elected board members shall serve for terms of office as follows: two shall serve for two years, and the remaining board members shall serve for four years. Thereafter, all terms of office of elected board members shall be for four years.

Term = 4 years

Term below expires: 7/31/2026
Erin H. Harris **(Arrington) (Resigned)**

Chairman Pitts has nominated Tyreik Ransome to replace Erin Harris for a Full Board appointment to a term ending July 31, 2030.

26-0423 **Board of Commissioners**
ATLANTA BELTLINE, INC. BOARD OF DIRECTORS

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

Term = 4 years

Term below expires: 7/12/2026
Vice Chair Khadijah Abdur-Rahman **(Arrington)**

Chairman Pitts has nominated Vice Chair Khadijah Abdur-Rahman for Full Board reappointment to a term ending July 12, 2030.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

26-0424 **Board of Commissioners**
Discussion: Update - Implementation of five-point plan **(Pitts)**

26-0425 **Board of Commissioners**
Discussion: Utilization of funds committed for improving Jail Detention staffing. Detention staffing hiring progress **(Ellis)**

EXECUTIVE SESSION

26-0426 **Board of Commissioners**
Executive **(CLOSED)** Sessions regarding litigation **(County Attorney)**, real estate **(County Manager)**, and personnel **(Pitts)**.

ADJOURNMENT

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0377 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Proclamations for Spreading on the Minutes

Proclamation recognizing "Peabo Bryson Remembrance Day." **(Arrington)**
June 2, 2026

Proclamation recognizing "D'Estin Perry, Sr. Appreciation Day." **(Arrington)**
June 19, 2026

Proclamation recognizing "Stacy Fotos Empowering Women in Leadership Award Appreciation Day." **(Thorne)**
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Proclamation recognizing "Nancy Walker Influential Business Excellence Award Appreciation Day." **(Thorne)**
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June 26, 2027

Proclamation recognizing "Congolese Cultural Day." **(Arrington)**
June 27, 2026

Proclamation recognizing "Irene Richardson Appreciation Day." **(Pitts/Abdur-Rahman/Arrington)**
June 30, 2026

Proclamation recognizing "Norman Lumpkin Remembrance Day." **(Abdur-Rahman)**

Agenda Item No.: 26-0377 **Meeting Date:** 7/15/2026

July 5, 2026

Proclamation recognizing “J & J Family Dentistry Appreciation Day.” **(Arrington)**
July 9, 2026

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0378 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Water Line Easement Dedication of 66,386 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 4 LLC, for the purpose of constructing the Medley Johns Creek Town Center Project at 0 Johns Creek Parkway, Johns Creek, Georgia 30097.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Board action is required pursuant to Article XXXIV.- Development Regulations, 34.4. 1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Scope of Work: The proposed Medley Johns Creek Town Center Project, a residential development, requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where

a water service line connection is being made before recording the Final Plat. The easement area to be conveyed consists of 66,386 square feet and is located in Land Lot(s) 398 & 399 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Medley Johns Creek Town Center
Tax Parcel Identification No.: 11 107003980711 & 11 107003980729
Land Disturbance Permit No.: WRN24-070
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only
Approval Date:
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 24th day of March, 2026, between TPG AG EHC III (EMP) MULTI STATE 4, LLC, a Delaware limited liability company, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in land lot(s) 398 & 399 the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit: Medley Park **[See Exhibit "A" attached hereto and made a part hereof]**

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

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

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

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

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

GRANTOR:

TPG AG EHC III (EMP) Multi State 4, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Wendy Stoeckel
Wendy Stoeckel, Authorized Representative

Signed, sealed and delivered
As to Grantor:

Unofficial Witness:

(COMPANY SEAL)

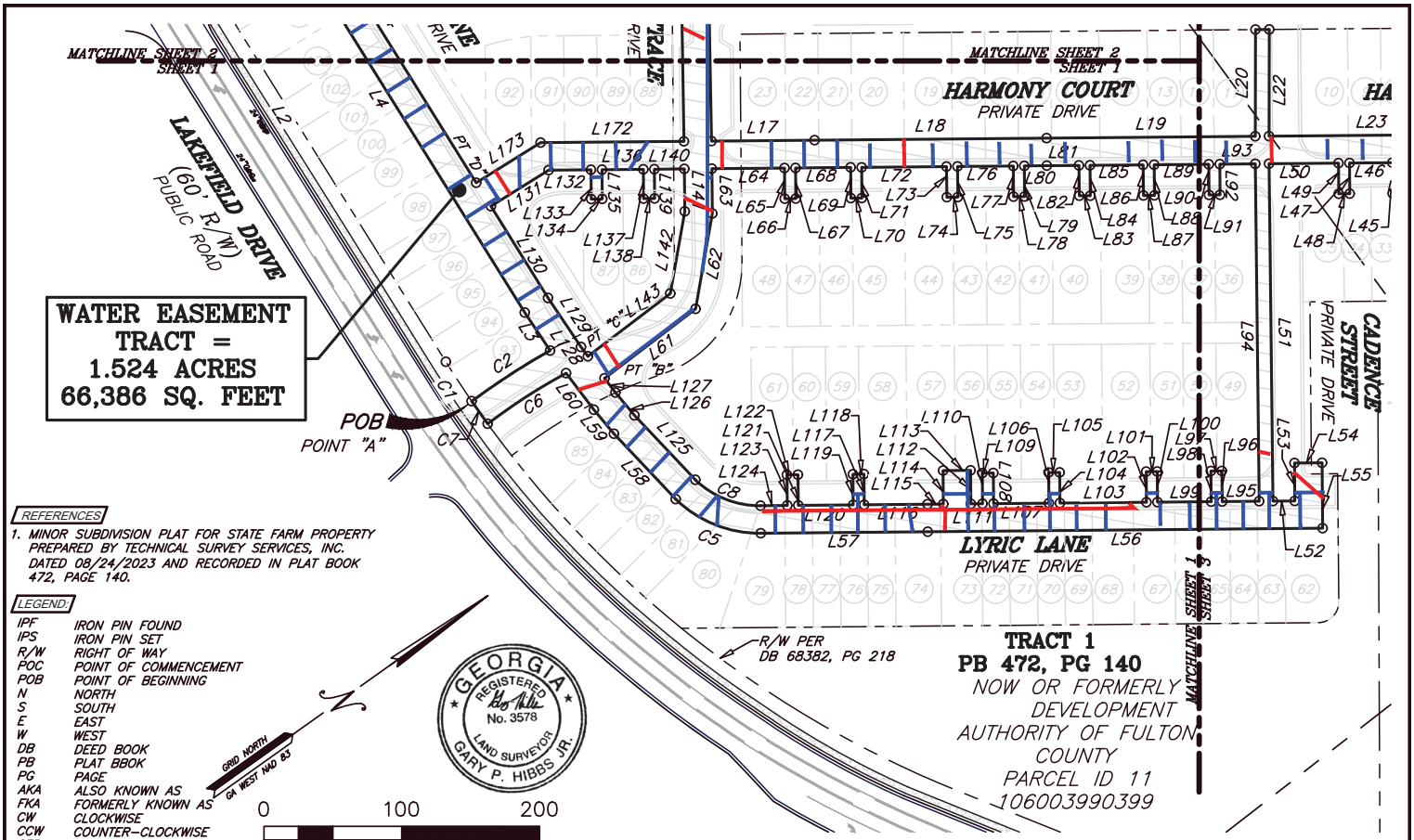
Sworn to and subscribed before me this the 24 day of March, 2026

Notary Public

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029

My Commission Expires: 07-01-2029

Revised 08/20/2007



REFERENCES

1. MINOR SUBDIVISION PLAT FOR STATE FARM PROPERTY PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 08/24/2023 AND RECORDED IN PLAT BOOK 472, PAGE 140.

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

GEORGIA REGISTERED No. 3578 LAND SURVEYOR GARY P. HIBBS JR.

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TECHNICAL SURVEY SERVICES, INC.
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(770) 922-6391 Office
(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

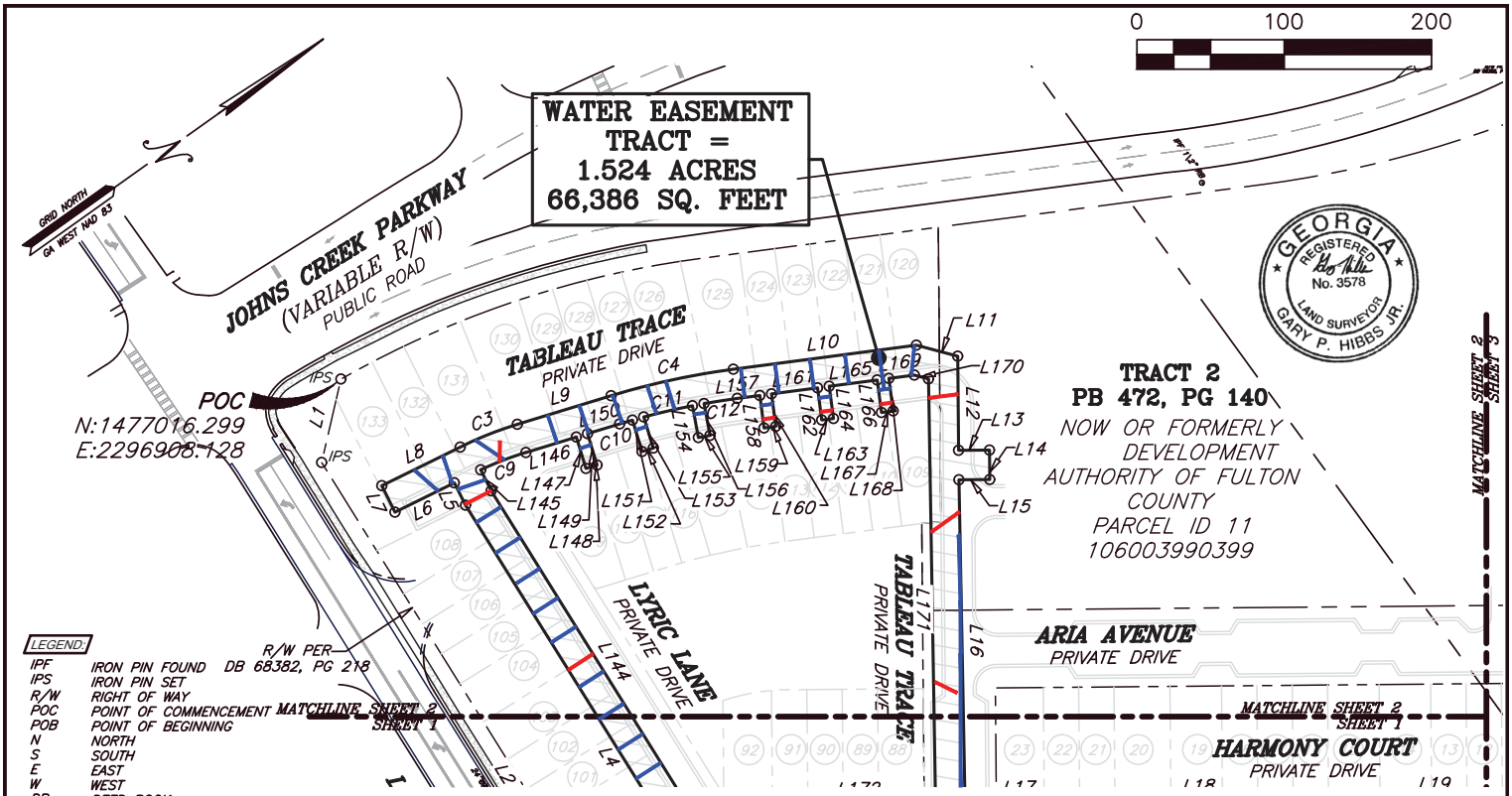
TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

PW

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 1 OF 9



LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

R/W PER DB 68382, PG 218

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TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

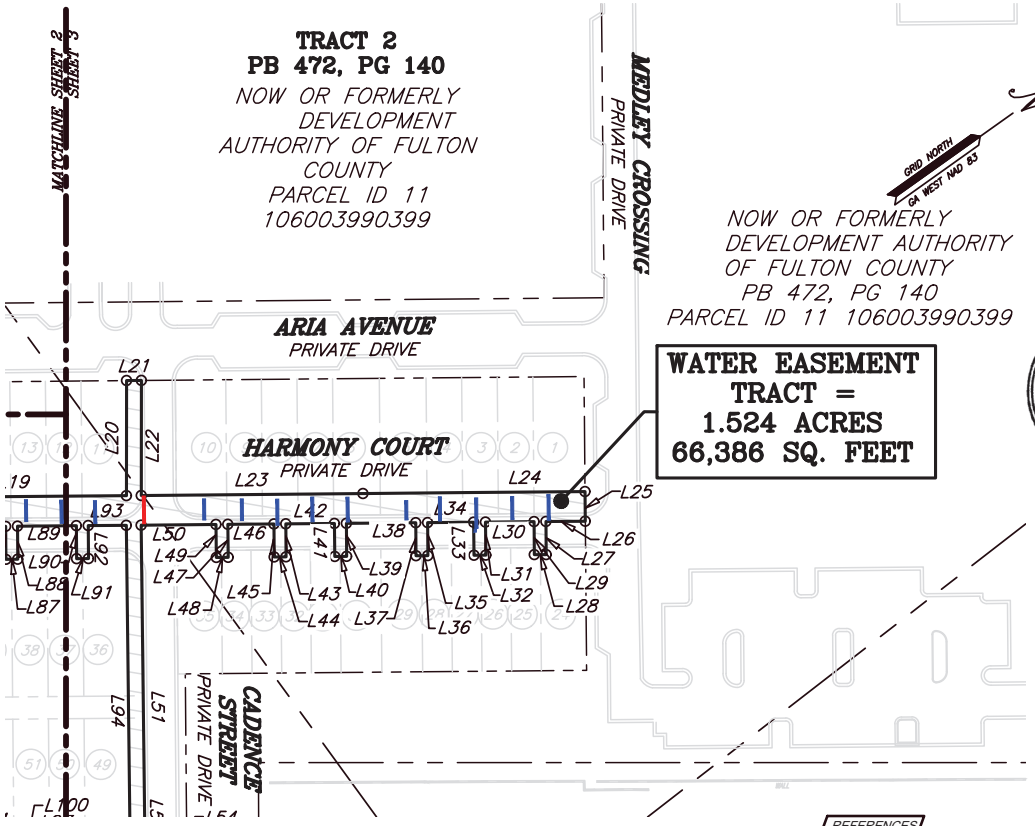
LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 2 OF 9

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
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PG	PAGE
AKA	ALSO KNOWN AS
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OTP	OPEN TOP PIPE
RB	REBAR





0 100 200

REFERENCES

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WATER EASEMENT EXHIBIT

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TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 3 OF 9

LINE	BEARING	DISTANCE
L1	S 41°28'45" E	58.11'
L2	S 86°28'45" E	460.84'
L3	N 88°20'33" W	33.19'
L4	N 86°28'45" W	384.53'
L5	N 81°04'40" W	16.96'
L6	S 09°14'08" W	44.97'
L7	N 80°45'52" W	20.00'
L8	N 09°14'08" E	59.29'
L9	N 18°30'34" E	66.50'
L10	N 27°58'31" E	125.30'
L11	N 50°28'31" E	29.06'
L12	S 55°02'12" E	63.91'
L13	N 34°57'48" E	21.02'
L14	S 55°02'12" E	20.00'
L15	S 34°57'48" W	20.95'
L16	S 55°36'24" E	219.07'
L17	N 34°57'49" E	74.77'
L18	N 34°57'49" E	168.46'
L19	N 34°57'49" E	151.46'
L20	N 54°25'21" W	77.51'
L21	N 34°57'49" E	10.00'
L22	S 54°25'21" E	77.51'
L23	N 34°57'49" E	149.41'
L24	N 34°57'49" E	81.00'
L25	S 55°02'11" E	20.00'
L26	S 34°57'49" W	26.52'
L27	S 55°02'11" E	22.25'
L28	S 34°57'49" W	8.00'
L29	N 55°02'11" W	22.25'
L30	S 34°57'49" W	32.71'
L31	S 55°02'11" E	22.25'
L32	S 34°57'49" W	8.00'
L33	N 55°02'11" W	22.25'
L34	S 34°57'49" W	31.02'
L35	S 55°02'11" E	22.25'
L36	S 34°57'49" W	8.00'
L37	N 55°02'11" W	22.25'
L38	S 34°57'49" W	46.79'
L39	S 55°02'11" E	22.25'
L40	S 34°57'49" W	8.00'
L41	N 55°02'11" W	22.25'
L42	S 34°57'49" W	32.81'
L43	S 55°02'11" E	22.25'
L44	S 34°57'49" W	8.00'

LINE	BEARING	DISTANCE
L45	N 55°02'11" W	22.25'
L46	S 34°57'49" W	31.02'
L47	S 55°02'11" E	22.25'
L48	S 34°57'49" W	8.00'
L49	N 55°02'11" W	22.25'
L50	S 34°57'49" W	50.42'
L51	S 55°12'25" E	245.00'
L52	N 34°57'49" E	15.83'
L53	N 55°02'11" W	27.54'
L54	N 34°57'49" E	20.00'
L55	S 55°02'11" E	47.54'
L56	S 34°57'49" W	286.63'
L57	S 34°57'49" W	121.22'
L58	S 82°07'03" W	65.38'
L59	S 85°39'17" W	22.66'
L60	S 88°14'02" W	33.37'
L61	N 01°52'50" W	83.13'
L62	N 44°33'13" W	70.26'
L63	N 55°02'12" W	32.60'
L64	N 34°57'49" E	52.71'
L65	S 55°02'11" E	22.25'
L66	N 34°57'49" E	8.00'
L67	N 55°02'11" W	22.25'
L68	N 34°57'49" E	26.01'
L69	S 55°02'11" E	22.25'
L70	N 34°57'49" E	8.00'
L71	N 55°02'11" W	22.25'
L72	N 34°57'49" E	61.61'
L73	S 55°02'11" E	22.25'
L74	N 34°57'49" E	8.00'
L75	N 55°02'11" W	22.25'
L76	N 34°57'49" E	40.46'
L77	S 55°02'11" E	22.25'
L78	N 34°57'49" E	8.00'
L79	N 55°02'11" W	22.25'
L80	N 34°57'49" E	16.37'
L81	N 34°57'49" E	23.32'
L82	S 55°02'11" E	22.05'
L83	N 34°57'49" E	8.00'
L84	N 55°02'11" W	22.05'
L85	N 34°57'49" E	38.59'
L86	S 55°02'11" E	22.25'
L87	N 34°57'49" E	8.00'
L88	N 55°02'11" W	22.25'

LINE	BEARING	DISTANCE
L88	N 55°02'11" W	22.25'
L89	N 34°57'49" E	39.62'
L90	S 55°02'11" E	22.25'
L91	N 34°57'49" E	8.00'
L92	N 55°02'11" W	22.25'
L93	N 34°57'49" E	25.72'
L94	S 55°12'25" E	245.00'
L95	S 34°57'49" W	26.89'
L96	N 55°02'11" W	22.25'
L97	S 34°57'49" W	8.00'
L98	S 55°02'11" E	22.25'
L99	S 34°57'49" W	38.95'
L100	N 55°02'11" W	22.25'
L101	S 34°57'49" W	8.00'
L102	S 55°02'11" E	22.25'
L103	S 34°57'49" W	62.81'
L104	N 55°02'11" W	22.25'
L105	S 34°57'49" W	8.00'
L106	S 55°02'11" E	22.25'
L107	S 34°57'49" W	40.20'
L108	N 55°02'11" W	22.25'
L109	S 34°57'49" W	8.00'
L110	S 55°02'11" E	22.25'
L111	S 34°57'49" W	8.47'
L112	N 55°02'11" W	24.28'
L113	S 34°57'49" W	20.00'
L114	S 55°02'11" E	24.28'
L115	S 34°57'49" W	11.47'
L116	S 34°57'49" W	45.98'
L117	N 55°02'11" W	22.25'
L118	S 34°57'49" W	8.00'
L119	S 55°02'11" E	22.25'
L120	S 34°57'49" W	39.86'
L121	N 55°02'11" W	22.25'
L122	S 34°57'49" W	8.00'
L123	S 55°02'11" E	22.25'
L124	S 34°57'49" W	19.37'
L125	S 82°07'03" W	64.30'
L126	S 85°39'17" W	21.65'
L127	S 87°53'38" W	12.98'
L128	S 89°02'49" W	8.43'
L129	N 88°24'50" W	42.91'
L130	N 86°28'45" W	78.53'
L131	N 03°31'04" E	49.46'

GEORGIA
REGISTERED
No. 3578
LAND SURVEYOR
GARY P. HIBBS JR.

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1641 Autumn Boulevard
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(770) 922-6391 Office
(770) 922-0767 Fax
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No	Revision	Date

WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 4 OF 9

LINE	BEARING	DISTANCE
L132	N 34°57'49" E	30.72'
L133	S 55°02'11" E	21.25'
L134	N 34°57'49" E	8.00'
L135	N 55°02'11" W	21.25'
L136	N 34°57'49" E	30.00'
L137	S 55°02'11" E	21.25'
L138	N 34°57'49" E	8.00'
L139	N 55°02'11" W	21.25'
L140	N 34°57'49" E	21.79'
L141	S 55°02'12" E	30.77'
L142	S 44°33'13" E	60.61'
L143	S 01°52'50" E	75.19'
L144	N 86°28'45" W	285.02'
L145	N 81°04'40" W	15.87'
L146	N 18°30'34" E	35.76'
L147	S 71°29'26" E	22.25'
L148	N 18°30'34" E	8.00'
L149	N 71°29'26" W	22.25'
L150	N 18°30'34" E	22.74'
L151	S 71°29'26" E	22.33'
L152	N 18°30'34" E	8.00'
L153	N 71°29'26" W	22.12'
L154	S 65°07'48" E	22.02'
L155	N 24°52'12" E	8.00'
L156	N 65°07'48" W	22.02'
L157	N 27°58'31" E	15.46'
L158	S 62°01'29" E	22.25'
L159	N 27°58'31" E	8.00'
L160	N 62°01'29" W	22.25'
L161	N 27°58'31" E	31.53'
L162	S 62°01'29" E	22.04'
L163	N 27°58'31" E	8.00'
L164	N 62°01'29" W	22.04'
L165	N 27°58'31" E	32.87'
L166	S 62°01'29" E	22.25'
L167	N 27°58'31" E	8.00'
L168	N 62°01'29" W	22.25'
L169	N 27°58'31" E	17.48'
L170	N 50°28'31" E	9.88'
L171	S 55°29'02" E	287.78'
L172	S 34°57'49" W	104.07'
L173	S 03°31'04" W	55.09'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	782.51'	34.14'	34.14'	S 87°44'55" E
C2	533.60'	67.86'	67.82'	N 02°33'13" E
C3	250.00'	41.80'	41.76'	N 13°43'09" E
C4	515.00'	85.08'	84.99'	N 23°14'33" E
C5	87.50'	68.22'	66.51'	S 57°18'01" W
C6	440.23'	67.86'	67.80'	S 02°36'27" W
C7	782.51'	20.00'	20.00'	N 89°44'35" W
C8	67.50'	52.22'	50.93'	S 57°07'42" W
C9	230.00'	32.89'	32.86'	N 14°24'48" E
C10	495.00'	9.06'	9.06'	N 19°02'02" E
C11	495.00'	33.89'	33.88'	N 22°26'45" E
C12	495.00'	22.83'	22.83'	N 26°39'15" E

TIE LINE CHART		
TIE LINE	BEARING	DISTANCE
POINT "A" TO POINT "B"	N 25°39'23" E	97.80'
POINT "A" TO POINT "C"	N 14°18'38" E	90.43'
POINT "A" TO POINT "D"	N 53°20'51" W	158.68'

PROJECT NAME: MEDLEY–JOHNS CREEK TOWNCENTER
FULTON COUNTY PERMIT No: WRN24–070

ENCROACHMENT TABLE

SEWER PIPE: 2183 SQ FT
STORM PIPE: 611 SQ FT
TOTAL 2794 SQ FT:

GEORGIA REGISTERED No. 3578 LAND SURVEYOR GARY P. HIBBS JR.

LEGEND

SEWER ENTERING EASEMENT
STORM ENTERING EASEMENT

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WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA
SCALE: 1"=100' DATE: 03/24/26
JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 5 OF 9

LEGAL DESCRIPTION (SEWER EASEMENT EXHIBIT)

All that tract or parcel of land lying and being in Land Lot 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia, and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING, commence at a iron pin set at the northernmost mitered point of the intersection of the easterly Right of Way of Johns Creek Parkway (Variable R/W) and the northerly Right of Way of Lakefield Drive (60' R/W), said point having state plane coordinates Northing: 1477016.299 Easting: 2296908.128 on the Georgia State Plane West NAD 83 Coordinate System; thence running along the miter South 41° 28' 45" East a distance of 58.11 feet to iron pin set; thence running along the northerly Right of Way of Lakefield Drive South 86° 28' 45" East a distance of 460.84 feet to a point; thence running along a curve to the left an arc length of 34.14 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 87° 44' 55" East, and a chord length of 34.14 feet) to the TRUE POINT OF BEGINNING said point being Point "A"; from the point thus established and leaving said Right of Way of Lakefield Drive (60' R/W) along a curve to the right an arc length of 67.86 feet, (said curve having a radius of 533.60 feet, with a chord bearing of North 02° 33' 13" East, and a chord length of 67.82 feet) to a point; thence North 88° 20' 33" West a distance of 33.19 feet to a point; thence North 86° 28' 45" West a distance of 384.53 feet to a point; thence North 81° 04' 40" West a distance of 16.96 feet to a point; thence South 09° 14' 08" West a distance of 44.97 feet to a point; thence North 80° 45' 52" West a distance of 20.00 feet to a point; thence North 09° 14' 08" East a distance of 59.29 feet to a point; thence running along a curve to the right an arc length of 41.80 feet, (said curve having a radius of 250.00 feet, with a chord bearing of North 13° 43' 09" East, and a chord length of 41.76 feet) to a point; thence North 18° 30' 34" East a distance of 66.50 feet to a point; thence running along a curve to the right an arc length of 85.08 feet, (said curve having a radius of 515.00 feet, with a chord bearing of North 23° 14' 33" East, and a chord length of 84.99 feet) to a point; thence North 27° 58' 31" East a distance of 125.30 feet to a point; thence North 50° 28' 31" East a distance of 29.06 feet to a point; thence South 55° 02' 12" East a distance of 63.91 feet to a point; thence North 34° 57' 48" East a distance of 21.02 feet to a point; thence South 55° 02' 12" East a distance of 20.00 feet to a point; thence South 34° 57' 48" West a distance of 20.95 feet to a point; thence South 55° 36' 24" East a distance of 219.07 feet to a point; thence North 34° 57' 49" East a distance of 74.77 feet to a point; thence North 34° 57' 49" East a distance of 168.46 feet to a point; thence North 34° 57' 49" East a distance of 151.46 feet to a point; thence North 54° 25' 21" West a distance of 77.51 feet to a point; thence North 34° 57' 49" East a distance of 10.00 feet to a point; thence South 54° 25' 21" East a distance of 77.51 feet to a point; thence North 34° 57' 49" East a distance of 149.41 feet to a point; thence North 34° 57' 49" East a distance of 68.68 feet to a point; thence North 34° 57' 49" East a distance of 81.00 feet to a point; thence South 55° 02' 11" East a distance of 20.00 feet to a point; thence South 34° 57' 49" West a distance of 26.52 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 32.71 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 31.02 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of



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WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 6 OF 9

46.79 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 32.81 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 31.02 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 50.42 feet to a point; thence South 55° 12' 25" East a distance of 245.00 feet to a point; thence North 34° 57' 49" East a distance of 15.83 feet to a point; thence North 55° 02' 11" West a distance of 27.54 feet to a point; thence North 34° 57' 49" East a distance of 20.00 feet to a point; thence South 55° 02' 11" East a distance of 47.54 feet to a point; thence South 34° 57' 49" West a distance of 286.63 feet to a point; thence South 34° 57' 49" West a distance of 121.22 feet to a point; thence running along a curve to the right an arc length of 68.22 feet, (said curve having a radius of 87.50 feet, with a chord bearing of South 57° 18' 01" West, and a chord length of 66.51 feet) to a point; thence South 82° 07' 03" West a distance of 65.38 feet to a point; thence South 85° 39' 17" West a distance of 22.66 feet to a point; thence South 88° 14' 02" West a distance of 33.37 feet to a point; thence running along a curve to the left an arc length of 67.86 feet, (said curve having a radius of 440.23 feet, with a chord bearing of South 02° 36' 27" West, and a chord length of 67.80 feet) to a point; Thence along a curve to the right an arc length of 20.00 feet, (said curve having a radius of 782.51 feet, with a chord bearing of North 89° 44' 35" West, and a chord length of 20.00 feet) to the TRUE POINT OF BEGINNING. Said tract contains 5.622 Acres (244,905 Square Feet).

LESS AND EXCEPT

To reach the TRUE POINT OF BEGINNING, commence at a iron pin set at the northernmost mitered point of the intersection of the easterly Right of Way of Johns Creek Parkway (Variable R/W) and the northerly Right of Way of Lakefield Drive (60' R/W), said point having state plane coordinates Northing: 1477016.299 Easting: 2296908.128 on the Georgia State Plane West NAD 83 Coordinate System; thence running along the miter South 41° 28' 45" East a distance of 58.11 feet to iron pin set; thence running along the northerly Right of Way of Lakefield Drive South 86° 28' 45" East a distance of 460.84 feet to a point; thence running along a curve to the left an arc length of 34.14 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 87° 44' 55" East, and a chord length of 34.14 feet) to a point being Point "A"; thence along a tie line North 25° 39' 33" East a distance of 97.80 feet to the TRUE POINT OF BEGINNING said point being Point "B"; from the point thus established and running North 01° 52' 50" West a distance of 83.13 feet to a point; thence North 44° 33' 13" West a distance of 70.26 feet to a point; thence North 55° 02' 12" West a distance of 32.60 feet to a point; thence North 34° 57' 49" East a distance of 52.71 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 13.99 feet to a point; thence North 34° 57' 49" East a distance of 26.01 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 61.61 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 40.46 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 16.37 feet to a point; thence North 34° 57' 49" East a distance of 23.32 feet to a point; thence South 55° 02' 11" East a distance of 22.05 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point;

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(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 7 OF 9

thence North 55° 02' 11" West a distance of 22.05 feet to a point; thence North 34° 57' 49" East a distance of 38.59 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 39.62 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence North 34° 57' 49" East a distance of 25.72 feet to a point; thence South 55° 12' 25" East a distance of 245.00 feet to a point; thence South 34° 57' 49" West a distance of 26.89 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 38.95 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 62.81 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 40.20 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.47 feet to a point; thence North 55° 02' 11" West a distance of 24.28 feet to a point; thence South 34° 57' 49" West a distance of 20.00 feet to a point; thence South 55° 02' 11" East a distance of 24.28 feet to a point; thence South 34° 57' 49" West a distance of 11.47 feet to a point; thence South 34° 57' 49" West a distance of 45.98 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 39.86 feet to a point; thence North 55° 02' 11" West a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 8.00 feet to a point; thence South 55° 02' 11" East a distance of 22.25 feet to a point; thence South 34° 57' 49" West a distance of 19.37 feet to a point; thence running along a curve to the right an arc length of 52.22 feet, (said curve having a radius of 67.50 feet, with a chord bearing of South 57° 07' 42" West, and a chord length of 50.93 feet) to a point; thence South 82° 07' 03" West a distance of 64.30 feet to a point; thence South 85° 39' 17" West a distance of 21.65 feet to a point; thence South 87° 53' 38" West a distance of 12.98 feet to the TRUE POINT OF BEGINNING. Said tract contains 2.300 Acres (100,201 Square Feet).

LESS AND EXCEPT

To reach the TRUE POINT OF BEGINNING, commence at a iron pin set at the northernmost mitered point of the intersection of the easterly Right of Way of Johns Creek Parkway (Variable R/W) and the northerly Right of Way of Lakefield Drive (60' R/W), said point having state plane coordinates Northing: 1477016.299 Easting: 2296908.128 on the Georgia State Plane West NAD 83 Coordinate System; thence running along the miter South 41° 28' 45" East a distance of 58.11 feet to iron pin set; thence running along the northerly Right of Way of Lakefield Drive South 86° 28' 45" East a distance of 460.84 feet to a point; thence running along a curve to the left an arc length of 34.14 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 87° 44' 55" East, and a chord length of 34.14 feet) to a point being Point "A"; thence along a tie line North 14° 18' 38" East a distance of 90.43 feet to the TRUE POINT OF BEGINNING said point being Point "C"; from the point thus established and running South 89° 02' 49" West a distance of 8.43 feet to a point; thence North 88° 24' 50" West a distance of 42.91 feet to a point; thence North 86° 28' 45" West a distance of 78.53 feet to a point; thence North 03° 31' 04" East a distance of 49.46 feet to a point; thence North 34° 57' 49" East a distance of 30.72 feet to a point; thence South 55° 02' 11" East a distance of 21.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a point; thence North 55° 02' 11" West a distance of 21.25 feet to a point; thence North 34° 57' 49" East a distance of 30.00 feet to a point; thence South 55° 02' 11" East a distance of 21.25 feet to a point; thence North 34° 57' 49" East a distance of 8.00 feet to a

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WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 8 OF 9

point; thence North 55° 02' 11" West a distance of 21.25 feet to a point; thence North 34° 57' 49" East a distance of 21.79 feet to a point; thence South 55° 02' 12" East a distance of 30.77 feet to a point; thence South 44° 33' 13" East a distance of 60.61 feet to a point; thence South 01° 52' 50" East a distance of 75.19 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.282 Acres (12,273 Square Feet).

LESS AND EXCEPT

To reach the TRUE POINT OF BEGINNING, commence at a iron pin set at the northernmost mitered point of the intersection of the easterly Right of Way of Johns Creek Parkway (Variable R/W) and the northerly Right of Way of Lakefield Drive (60' R/W), said point having state plane coordinates Northing: 1477016.299 Easting: 2296908.128 on the Georgia State Plane West NAD 83 Coordinate System; thence running along the miter South 41° 28' 45" East a distance of 58.11 feet to iron pin set; thence running along the northerly Right of Way of Lakefield Drive South 86° 28' 45" East a distance of 460.84 feet to a point; thence running along a curve to the left an arc length of 34.14 feet, (said curve having a radius of 782.51 feet, with a chord bearing of South 87° 44' 55" East, and a chord length of 34.14 feet) to a point being Point "A"; thence along a tie line North 53° 20' 51" West a distance of 158.68 feet to the TRUE POINT OF BEGINNING said point being Point "D"; from the point thus established and running North 86° 28' 45" West a distance of 285.02 feet to a point; thence North 81° 04' 40" West a distance of 15.87 feet to a point; thence running along a curve to the right an arc length of 32.89 feet, (said curve having a radius of 230.00 feet, with a chord bearing of North 14° 24' 48" East, and a chord length of 32.86 feet) to a point; thence North 18° 30' 34" East a distance of 35.76 feet to a point; thence South 71° 29' 26" East a distance of 22.25 feet to a point; thence North 18° 30' 34" East a distance of 8.00 feet to a point; thence North 71° 29' 26" West a distance of 22.25 feet to a point; thence North 18° 30' 34" East a distance of 22.74 feet to a point; thence running along a curve to the right an arc length of 9.06 feet, (said curve having a radius of 495.00 feet, with a chord bearing of North 19° 02' 02" East, and a chord length of 9.06 feet) to a point; thence South 71° 29' 26" East a distance of 22.33 feet to a point; thence North 18° 30' 34" East a distance of 8.00 feet to a point; thence North 71° 29' 26" West a distance of 22.12 feet to a point; thence running along a curve to the right an arc length of 33.89 feet, (said curve having a radius of 495.00 feet, with a chord bearing of North 22° 26' 45" East, and a chord length of 33.88 feet) to a point; thence South 65° 07' 48" East a distance of 22.02 feet to a point; thence North 24° 52' 12" East a distance of 8.00 feet to a point; thence North 65° 07' 48" West a distance of 22.02 feet to a point; thence running along a curve to the right an arc length of 22.83 feet, (said curve having a radius of 495.00 feet, with a chord bearing of North 26° 39' 15" East, and a chord length of 22.83 feet) to a point; thence North 27° 58' 31" East a distance of 15.46 feet to a point; thence South 62° 01' 29" East a distance of 22.25 feet to a point; thence North 27° 58' 31" East a distance of 8.00 feet to a point; thence North 62° 01' 29" West a distance of 22.25 feet to a point; thence North 27° 58' 31" East a distance of 31.53 feet to a point; thence South 62° 01' 29" East a distance of 22.04 feet to a point; thence North 27° 58' 31" East a distance of 8.00 feet to a point; thence North 62° 01' 29" West a distance of 22.04 feet to a point; thence North 27° 58' 31" East a distance of 32.87 feet to a point; thence South 62° 01' 29" East a distance of 22.25 feet to a point; thence North 27° 58' 31" East a distance of 8.00 feet to a point; thence North 62° 01' 29" West a distance of 22.25 feet to a point; thence North 27° 58' 31" East a distance of 17.48 feet to a point; thence North 50° 28' 31" East a distance of 9.88 feet to a point; thence South 55° 29' 02" East a distance of 287.78 feet to a point; thence South 34° 57' 49" West a distance of 104.07 feet to a point; thence South 03° 31' 04" West a distance of 55.09 feet to the TRUE POINT OF BEGINNING. Said tract contains 1.516 Acres (66,045 Square Feet).

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WATER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398 & 399 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 9 OF 9

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0379 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Water Easement Dedication of 25,755 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Bellwyn Project at 11705 Fox Road, Johns Creek, Georgia 30005.

Requirement for Board Action
Board action is required pursuant to Article XXXIV.- Development Regulations, 34.4. 1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Bellwyn Project, a residential Development requires the installation of a water service line. Fulton County development regulations require that all new water line connections acknowledge Fulton County's ownership interests in the area(s) where a water service line connection is being made before recording the Final Plat. The easement area to be conveyed

consists of 25,755 square feet and is located in Land Lot(s) 197 of the 1st District, 1st Section of Fulton County, Georgia**.**

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Bellwyn
Tax Parcel Identification No.: 11 054001970205
Land Disturbance Permit No.: WRN25-065
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

WATER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 7th day of April, 2026, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor) and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of $1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 197, 1st Section (if applicable) of District 1st, Fulton County, Georgia, and more particularly described as follows: To wit:

Bellwyn

Project Name

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

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said

water line as shown on the map and profile now on file in the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

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

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

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

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

Signed, sealed and delivered this 7th day of April, 20 24
in the presence of:

Witness

Notary Public

[NOTARIAL SEAL]

NICOLE WALLACE
Notary ID #129684448
My Commission Expires
June 16, 2029

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By:

Print Name: Nathan Fish

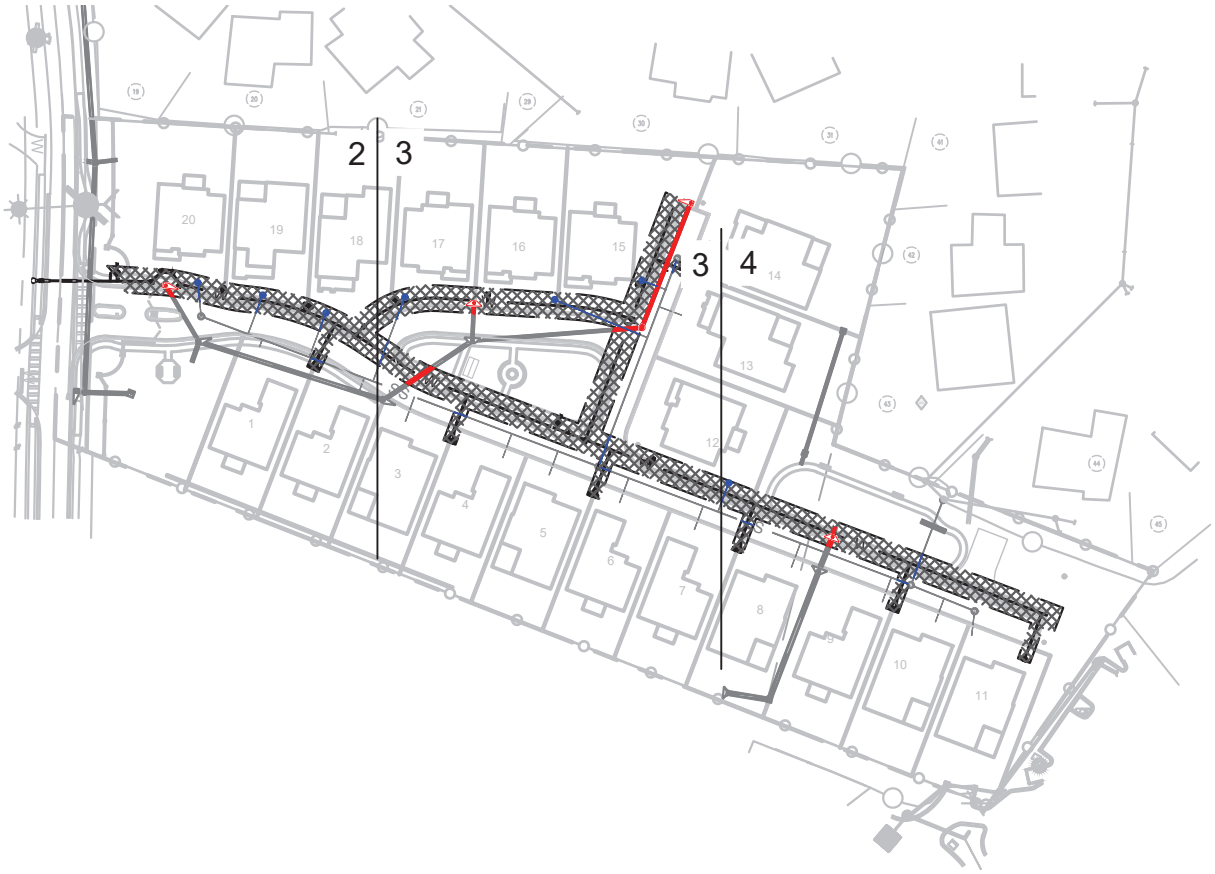
Title: Authorized Signer

By:

Print Name:

Title:

[CORPORATE SEAL]



0 75 150

GRAPHIC SCALE IN FEET

GRID NORTH
GA WEST

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
PH.(470)-579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA
PROFESSIONAL
NO. 3499
4/21/2026
LAND SURVEYOR
KEVIN GLENN PATE

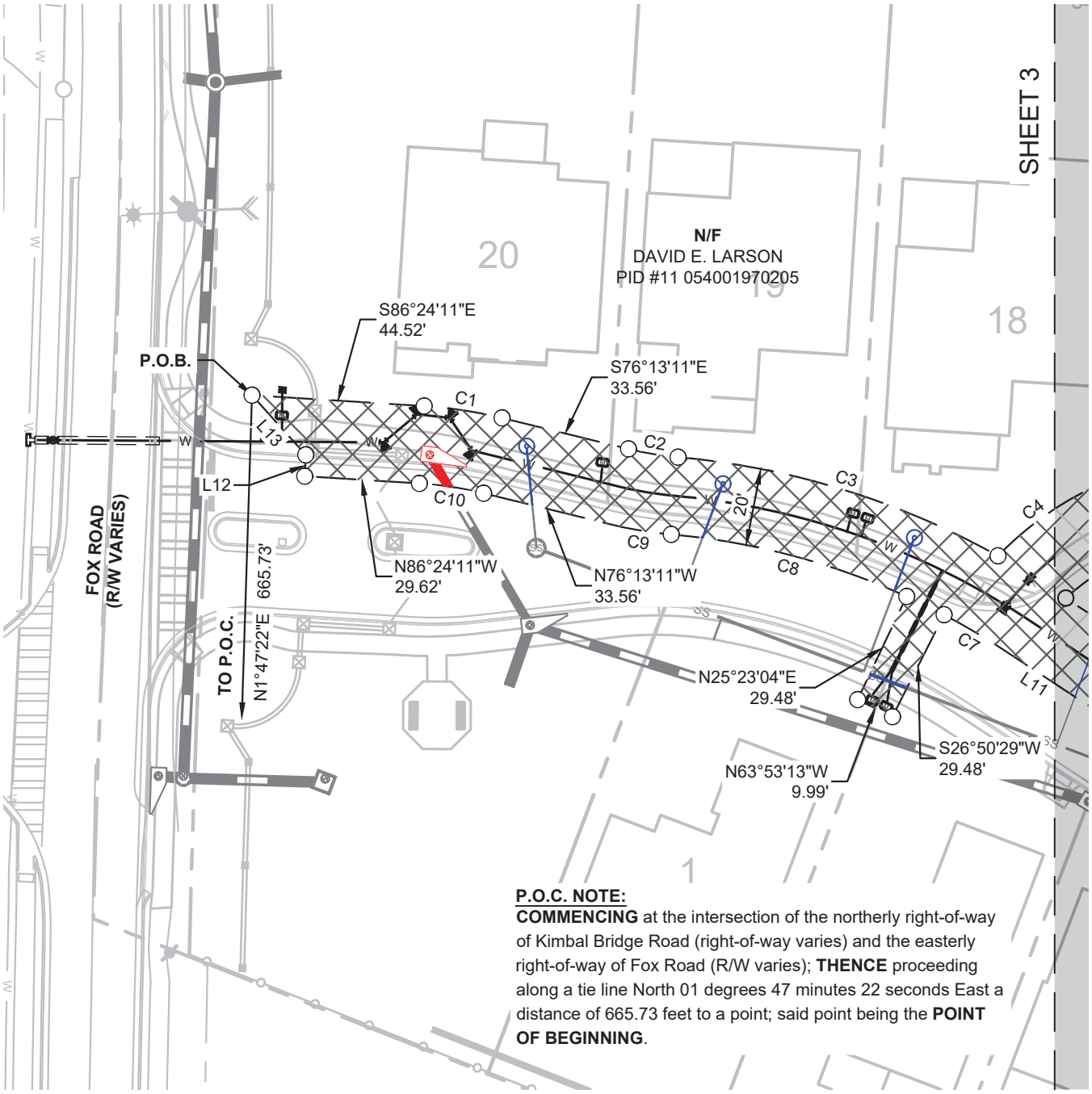
WATER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
1ST SECTION, CITY OF JOHNS CREEK
FULTON COUNTY, GEORGIA

PW

Kimley»Horn
3930 East Jones Bridge Rd, Suite 350
Peachtree Corners, GA 30092
COA #1412
Tel. No. (770) 825-0744
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	SRR	BDP	4/21/2026	019913037	1 OF 7

REYES, SAMUEL 4/21/2026 8:09 AM K:\ATL_SURVEY\019913037-FOX ROAD TRACT\DWG\EXHIBITS\2026-04-16 DRAWINGS\0416 FOX ROAD WATER EXHIBIT.DWG



P.O.C. NOTE:
COMMENCING at the intersection of the northerly right-of-way of Kimbal Bridge Road (right-of-way varies) and the easterly right-of-way of Fox Road (R/W varies); **THENCE** proceeding along a tie line North 01 degrees 47 minutes 22 seconds East a distance of 665.73 feet to a point; said point being the **POINT OF BEGINNING**.

0 20 40
GRAPHIC SCALE IN FEET

GRID NORTH
GA WEST

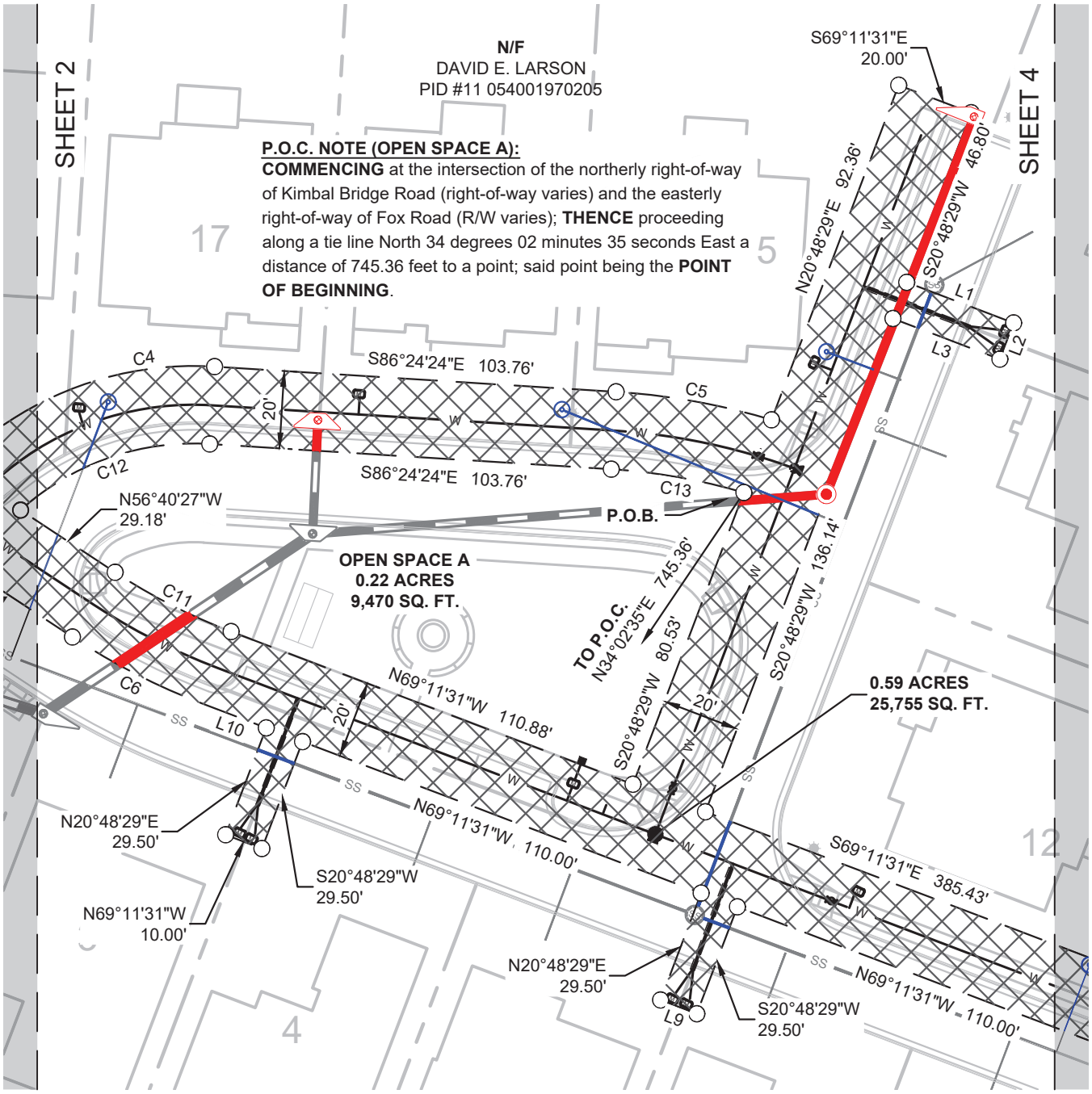
WATER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
1ST SECTION, CITY OF JOHNS CREEK
FULTON COUNTY, GEORGIA

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4/21/2026
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	SRR	BDP	4/21/2026	019913037	2 OF 7



0 20 40

GRAPHIC SCALE IN FEET

GRID NORTH
GA WEST

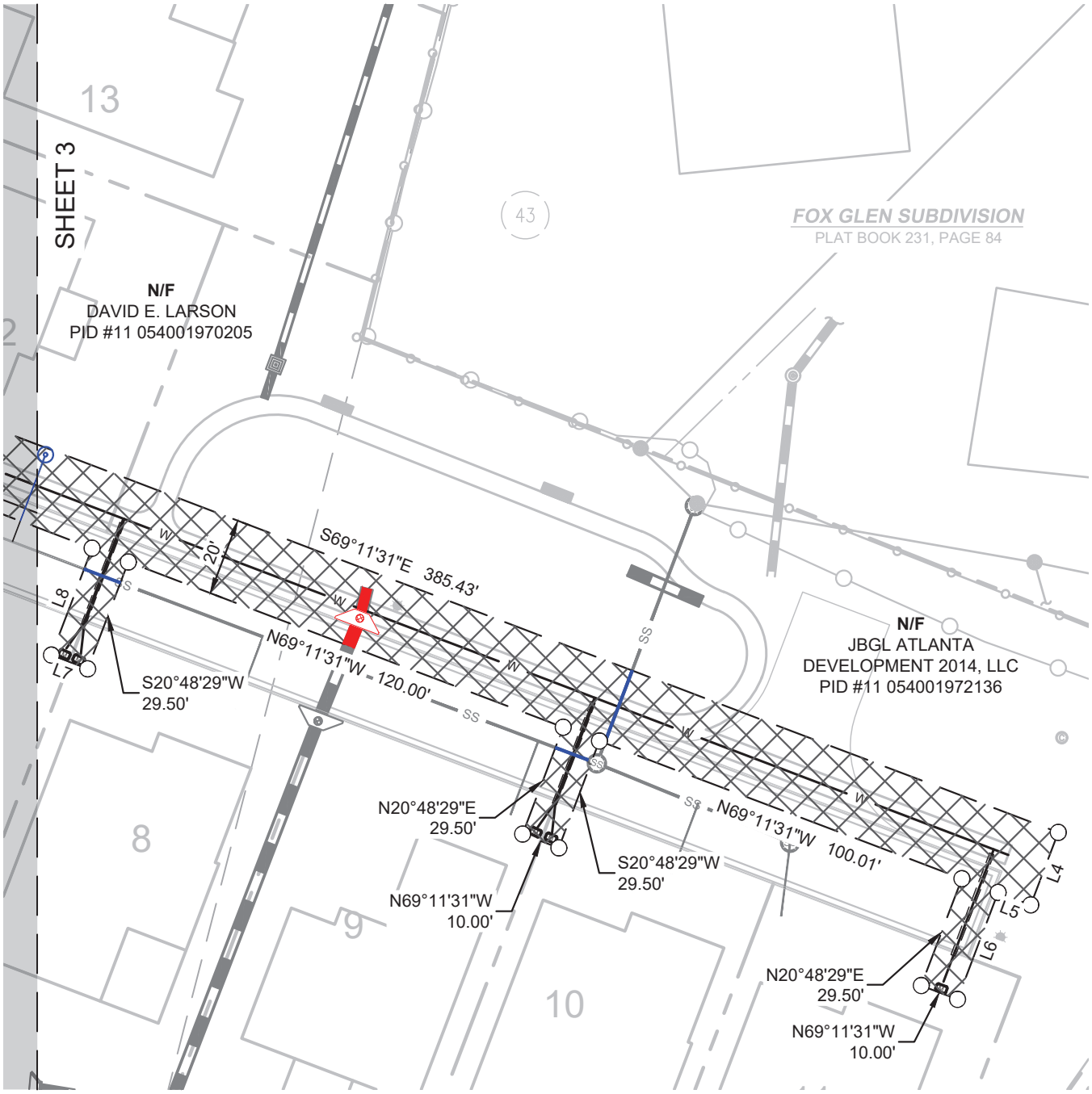
WATER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
1ST SECTION, CITY OF JOHNS CREEK
FULTON COUNTY, GEORGIA

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	SRR	BDP	4/21/2026	019913037	3 OF 7



0 20 40

GRAPHIC SCALE IN FEET

GRID NORTH
GA WEST

WATER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
1ST SECTION, CITY OF JOHNS CREEK
FULTON COUNTY, GEORGIA

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
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GEORGIA
PROFESSIONAL
NO. 3499
4/21/2026
LAND SURVEYOR
KEVIN GLENN PATE

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1" = 40'	SRR	BDP	4/21/2026	019913037	4 OF 7

REYES, SAMUEL 4/21/2026 8:10 AM K:\ATL_SURVEY\019913037-FOX ROAD TRACT\DWG\EXHIBITS\2026-04-16 DRAWINGS\0416 FOX ROAD WATER EXHIBIT.DWG

LINE TABLE		
NO.	BEARING	LENGTH
L1	S69°11'31"E	29.50'
L2	S20°48'29"W	10.00'
L3	N69°11'31"W	29.50'
L4	S20°48'29"W	20.00'
L5	N69°11'31"W	9.00'
L6	S20°48'29"W	29.50'
L7	N69°11'31"W	10.00'
L8	N20°48'29"E	29.50'
L9	N69°11'31"W	10.00'
L10	N69°11'31"W	17.31'
L11	N56°37'19"W	34.79'
L12	N02°45'17"E	5.50'
L13	N42°01'36"W	20.73'

CURVE TABLE				
NO.	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	114.50'	20.33'	S81°18'26"E	20.31'
C2	85.50'	12.99'	S80°34'21"E	12.98'
C3	206.50'	87.01'	S72°51'17"E	86.36'
C4	86.50'	74.71'	N68°51'01"E	72.41'
C5	176.50'	40.82'	S79°46'55"E	40.72'
C6	173.50'	38.06'	N62°54'25"W	37.99'
C7	186.50'	18.28'	N59°25'46"W	18.27'
C8	186.50'	63.11'	N75°13'52"W	62.81'
C9	105.50'	16.03'	N80°34'21"W	16.01'
C10	94.50'	16.78'	N81°18'26"W	16.76'
C11	153.50'	33.68'	N62°54'25"W	33.61'
C12	66.50'	53.09'	N70°43'23"E	51.69'
C13	156.50'	34.80'	S80°02'08"E	34.73'

0 20 40

GRAPHIC SCALE IN FEET

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	SRR	BDP	4/21/2026	019913037	5 OF 7

PROPERTY DESCRIPTION OF FOX ROAD WATER EASEMENT EXHIBIT

All that tract or parcel of land lying and being in Land Lot 197 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the northerly right-of-way of Kimbal Bridge Road (right-of-way varies) and the easterly right-of-way of Fox Road (R/W varies); **THENCE** proceeding along a tie line North 01 degrees 47 minutes 22 seconds East a distance of 665.73 feet to a point; said point being the **POINT OF BEGINNING**.

THENCE South 86 degrees 24 minutes 11 seconds East a distance of 44.52 feet to a point; **THENCE** along a curve to the right with a radius of 114.50 feet and an arc length of 20.33 feet, said curve having a chord bearing of South 81 degrees 18 minutes 26 seconds East and a chord distance of 20.31 feet to a point; **THENCE** South 76 degrees 13 minutes 11 seconds East a distance of 33.56 feet to a point; **THENCE** along a curve to the left with a radius of 85.50 feet and an arc length of 12.99 feet, said curve having a chord bearing of South 80 degrees 34 minutes 21 seconds East and a chord distance of 12.98 feet to a point; **THENCE** along a curve to the right with a radius of 206.50 feet and an arc length of 87.01 feet, said curve having a chord bearing of South 72 degrees 51 minutes 17 seconds East and a chord distance of 86.36 feet to a point; **THENCE** along a curve to the right with a radius of 86.50 feet and an arc length of 74.71 feet, said curve having a chord bearing of North 68 degrees 51 minutes 01 seconds East and a chord distance of 72.41 feet to a point; **THENCE** South 86 degrees 24 minutes 24 seconds East a distance of 103.76 feet to a point; **THENCE** along a curve to the right with a radius of 176.50 feet and an arc length of 40.82 feet, said curve having a chord bearing of South 79 degrees 46 minutes 55 seconds East and a chord distance of 40.72 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 92.36 feet to a point; **THENCE** South 69 degrees 11 minutes 31 seconds East a distance of 20.00 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 46.80 feet to a point; **THENCE** South 69 degrees 11 minutes 31 seconds East a distance of 29.50 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 10.00 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 29.50 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 136.14 feet to a point; **THENCE** South 69 degrees 11 minutes 31 seconds East a distance of 385.43 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 20.00 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 9.00 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 10.00 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 100.01 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 10.00 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 120.00 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 10.00 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 50.00 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 60.00 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 10.00 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 110.00 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 10.00 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 29.50 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 17.31 feet to a point; **THENCE** along a curve to the right with a radius of 173.50 feet and an arc length of 38.06 feet, said curve having a chord bearing of North 62 degrees 54 minutes 25 seconds West and a chord distance of 37.99 feet to a point; **THENCE** North 56 degrees 37 minutes 19 seconds West a distance of 34.79 feet to a point; **THENCE** along a curve to the left with a radius of 186.50 feet and an arc length of 18.28 feet, said curve having a chord bearing of North 59 degrees 25

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GEORGIA PROFESSIONAL NO. 3499 4/21/2026 LAND SURVEYOR KEVIN GLENN PATE

WATER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
1ST SECTION, CITY OF JOHNS CREEK
FULTON COUNTY, GEORGIA

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRR	BDP	4/21/2026	019913037	6 OF 7

minutes 46 seconds West and a chord distance of 18.27 feet to a point; **THENCE** South 26 degrees 50 minutes 29 seconds West a distance of 29.48 feet to a point; **THENCE** North 63 degrees 53 minutes 13 seconds West a distance of 9.99 feet to a point; **THENCE** North 25 degrees 23 minutes 04 seconds East a distance of 29.48 feet to a point; **THENCE** along a curve to the left with a radius of 186.50 feet and an arc length of 63.11 feet, said curve having a chord bearing of North 75 degrees 13 minutes 52 seconds West and a chord distance of 62.81 feet to a point; **THENCE** along a curve to the right with a radius of 105.50 feet and an arc length of 16.03 feet, said curve having a chord bearing of North 80 degrees 34 minutes 21 seconds West and a chord distance of 16.01 feet to a point; **THENCE** North 76 degrees 13 minutes 11 seconds West a distance of 33.56 feet to a point; **THENCE** along a curve to the left with a radius of 94.50 feet and an arc length of 16.78 feet, said curve having a chord bearing of North 81 degrees 18 minutes 26 seconds West and a chord distance of 16.76 feet to a point; **THENCE** North 86 degrees 24 minutes 11 seconds West a distance of 29.62 feet to a point; **THENCE** North 02 degrees 45 minutes 17 seconds East a distance of 5.50 feet to a point; **THENCE** North 42 degrees 01 minutes 36 seconds West a distance of 20.73 feet to a point; said point being the **POINT OF BEGINNING**.

Said tract or parcel contains 35,225 square feet or 0.81 acre.

LESS AND EXCEPT PARCEL

PROPERTY DESCRIPTION OF FOX ROAD WATER EASEMENT EXHIBIT OPEN SPACE A

All that tract or parcel of land lying and being in Land Lot 197 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the northerly right-of-way of Kimbal Bridge Road (right-of-way varies) and the easterly right-of-way of Fox Road (R/W varies); **THENCE** proceeding along a tie line North 34 degrees 02 minutes 35 seconds East a distance of 745.36 feet to a point; said point being the **POINT OF BEGINNING**.

THENCE from said **POINT OF BEGINNING** South 20 degrees 48 minutes 29 seconds West a distance of 80.53 feet to a point; **THENCE** North 69 degrees 11 minutes 31 seconds West a distance of 110.88 feet to a point; **THENCE** along a curve to the right with a radius of 153.50 feet and an arc length of 33.68 feet, said curve having a chord bearing of North 62 degrees 54 minutes 25 seconds West and a chord distance of 33.61 feet to a point; **THENCE** North 56 degrees 40 minutes 27 seconds West a distance of 29.18 feet to a point; **THENCE** along a curve to the right with a radius of 66.50 feet and an arc length of 53.09 feet, said curve having a chord bearing of North 70 degrees 43 minutes 23 seconds East and a chord distance of 51.69 feet to a point; **THENCE** South 86 degrees 24 minutes 24 seconds East a distance of 103.76 feet to a point; **THENCE** along a curve to the right with a radius of 156.50 feet and an arc length of 34.80 feet, said curve having a chord bearing of South 80 degrees 02 minutes 08 seconds East and a chord distance of 34.73 feet to a point; said point being the **POINT OF BEGINNING**.

Said tract or parcel contains 9,470 square feet or 0.22 acre.

LEGEND	
SEWER ENTERING EASEMENT	
STORM ENTERING EASEMENT	

ENCROACHMENT TABLE
SANITARY SEWER PIPE: 127 SQ. FT.
STORMWATER PIPE: 274 SQ. FT.
TOTAL: 401 SQ. FT.

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WATER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
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N/A	SRR	BDP	4/21/2026	019913037	7 OF 7

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0380 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 20,826 square feet to Fulton County, a political subdivision of the State of Georgia, from JBGL Atlanta Development 2014, LLC, for the purpose of constructing the Bellwyn Project at 11705 Fox Road, Johns Creek, Georgia 30005.

Requirement for Board Action
Board action is required pursuant to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: The proposed Bellwyn Project, a residential development, requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s) in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement

area to be conveyed to the County consists of 20,826 square feet and is located in Land Lot(s) 197 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

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

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

Project Name : Bellwyn
Tax Parcel Identification No.: 11 054001970205
Land Disturbance Permit No.: WRN25-065
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 7th day of April, 2026, between JBGL Atlanta Development 2014, LLC, a corporation duly organized under the laws of the State of Georgia, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of $1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 197 of the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit:

Bellwyn

Project Name

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

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

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

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

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

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

Signed, sealed and delivered this 7th day of April, 20 26
in the presence of:

Witness

Notary Public

GRANTOR: JBGL Atlanta Development 2014, LLC
CORPORATE NAME

By:

Print Name: Nathan Fish

Title: Authorized Signer

By:

Print Name:

Title:

[NOTARIAL SEAL]

[CORPORATE SEAL]

NICOLE WALLACE
Notary ID #129684448
My Commission Expires
June 16, 2029



0 75 150

GRAPHIC SCALE IN FEET

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GA WEST

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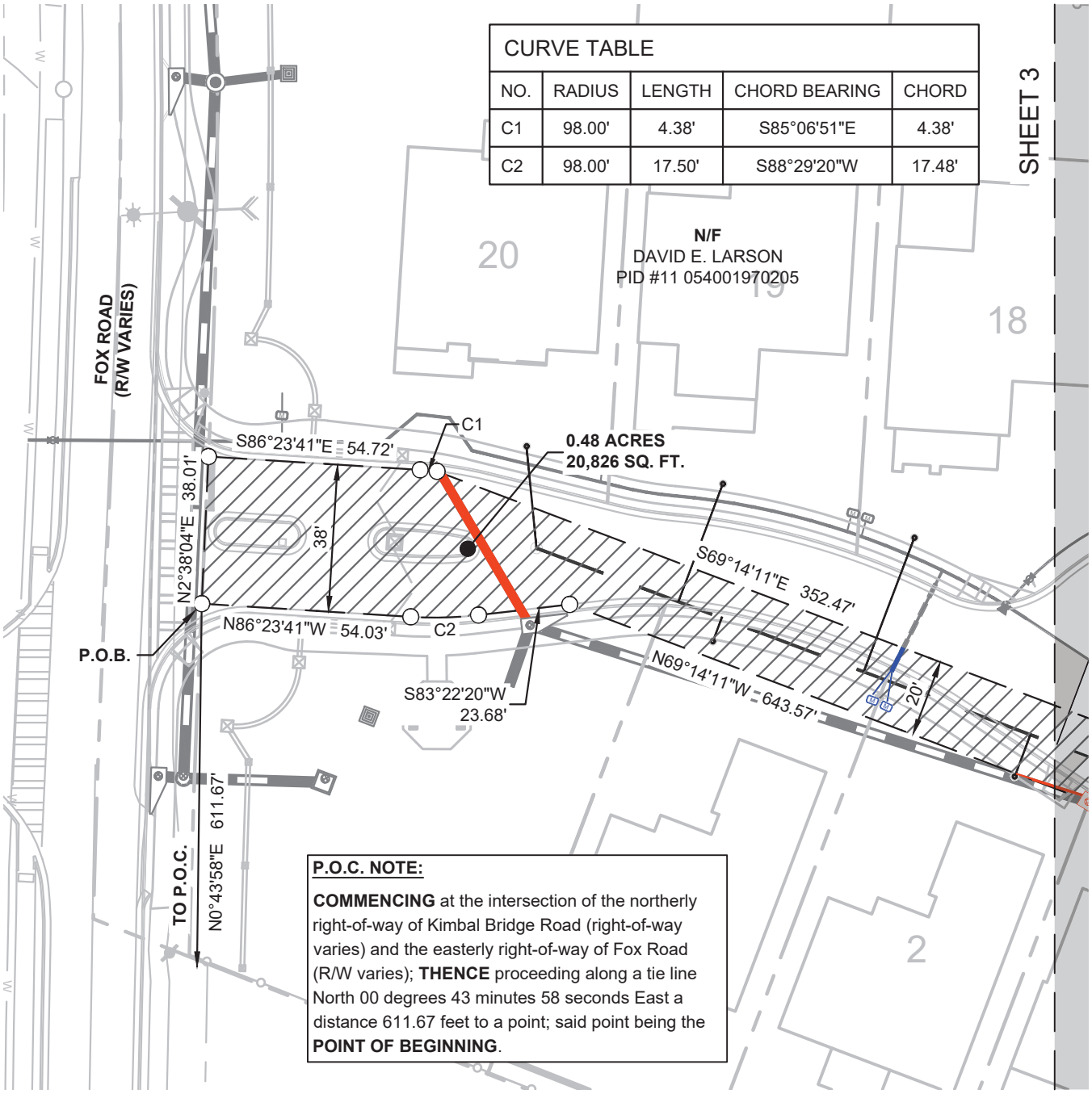
SEWER EASEMENT EXHIBIT
FOR BELLWYN
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PW

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1" = 150'	SRR	BDP	4/21/2026	019913037	1 OF 5

CURVE TABLE				
NO.	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	98.00'	4.38'	S85°06'51"E	4.38'
C2	98.00'	17.50'	S88°29'20"W	17.48'



P.O.C. NOTE:

COMMENCING at the intersection of the northerly right-of-way of Kimbal Bridge Road (right-of-way varies) and the easterly right-of-way of Fox Road (R/W varies); **THENCE** proceeding along a tie line North 00 degrees 43 minutes 58 seconds East a distance 611.67 feet to a point; said point being the **POINT OF BEGINNING**.

0 20 40
GRAPHIC SCALE IN FEET

GRID NORTH
GA WEST

SEWER EASEMENT EXHIBIT
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LAND LOT 197, 1ST DISTRICT
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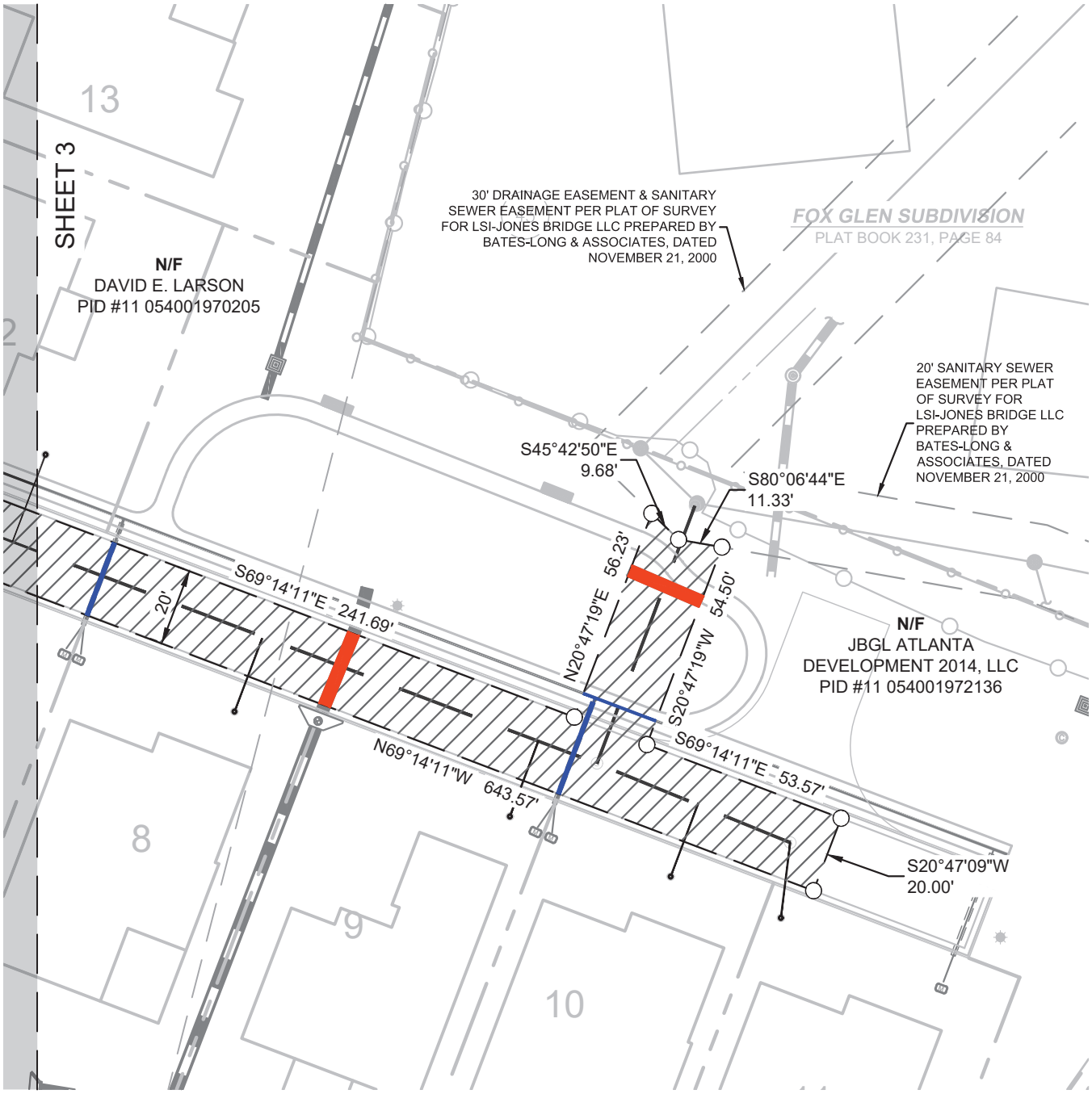
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REYES, SAMUEL 4/21/2026 8:12 AM K:\ATL_SURVEY\019913037-FOX ROAD TRACT\DWG\EXHIBITS\2026-04-16 DRAWINGS\0416 FOX ROAD SEWER EXHIBIT.DWG

PROPERTY DESCRIPTION OF FOX ROAD SANITARY SEWER EASEMENT EXHIBIT

All that tract or parcel of land lying and being in Land Lot 197 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the northerly right-of-way of Kimbal Bridge Road (right-of-way varies) and the easterly right-of-way of Fox Road (R/W varies); **THENCE** proceeding along a tie line North 00 degrees 43 minutes 58 seconds East a distance 611.67 feet to a point; said point being the **POINT OF BEGINNING**.

THENCE from said **POINT OF BEGINNING** North 02 degrees 38 minutes 04 seconds East a distance of 38.01 feet to a point; **THENCE** South 86 degrees 23 minutes 41 seconds East a distance of 54.72 feet to a point; **THENCE** along a curve to the right with a radius of 98.00 feet and an arc length of 4.38 feet to a point; said curve having a chord bearding of South 85 degrees 06 seconds 51 minutes east and a chord distance of 4.38 feet to a point; **THENCE** South 69 degrees 14 minutes 11 seconds East a distance of 352.47 feet to a point; **THENCE** North 20 degrees 48 minutes 29 seconds East a distance of 175.25 feet to a point; **THENCE** South 69 degrees 11 minutes 31 seconds East a distance of 20.00 feet to a point; **THENCE** South 20 degrees 48 minutes 29 seconds West a distance of 175.24 feet to a point; **THENCE** South 69 degrees 14 minutes 11 seconds East a distance of 241.69 feet to a point; **THENCE** North 20 degrees 47 minutes 19 seconds East a distance of 56.23 feet to a point; **THENCE** South 45 degrees 42 minutes 50 seconds East a distance of 9.68 feet to a point; **THENCE** South 80 degrees 06 minutes 44 seconds East a distance of 11.33 feet to a point; **THENCE** South 20 degrees 47 minutes 19 seconds West a distance of 54.50 feet to a point; **THENCE** South 69 degrees 14 minutes 11 seconds East a distance of 53.57 feet to a point; **THENCE** South 20 degrees 47 minutes 09 seconds West a distance of 20.00 feet to a point; **THENCE** North 69 degrees 14 minutes 11 seconds West a distance of 643.57 feet to a point; **THENCE** South 83 degrees 22 minutes 20 seconds West a distance of 23.68 feet to a point; **THENCE** along a curve to the right with a radius of 98.00 feet and an arc length of 17.50 feet, said curve having a chord bearing of South 88 degrees 29 minutes 20 seconds West and a chord distance of 17.48 feet to a point; **THENCE** North 86 degrees 23 minutes 41 seconds West a distance of 54.03 feet to a point; said point being the **POINT OF BEGINNING**.

Said tract or parcel contains 20,826 square feet or 0.48 acre.

LEGEND	
STORM ENTERING EASEMENT	
WATER ENTERING EASEMENT	

ENCROACHMENT TABLE
STORMWATER PIPE: 316 SQ. FT.
WATER PIPE: 86 SQ. FT.
TOTAL: 402 SQ. FT.

KEVIN PATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 3499
3930 EAST JONES BRIDGE,
SUITE 350
PEACHTREE CORNERS, GEORGIA
PH.(470)-579-5064
KEVIN.PATE@kimley-horn.com

GEORGIA
PROFESSIONAL
NO. 3499
4/21/2026
LAND SURVEYOR
KEVIN GLENN PATE

SEWER EASEMENT EXHIBIT
FOR BELLWYN
LAND LOT 197, 1ST DISTRICT
1ST SECTION, CITY OF JOHNS CREEK
FULTON COUNTY, GEORGIA

Kimley»Horn
3930 East Jones Bridge Rd, Suite 350
Peachtree Corners, GA 30092
COA #1412
Tel. No. (770) 825-0744
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRR	BDP	4/21/2026	019913037	5 OF 5

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0381 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of a Sewer Easement Dedication of 62,722 square feet to Fulton County, a political subdivision of the State of Georgia, from TPG AG EHC III (EMP) Multi State 4, LLC, for the purpose of constructing the Medley Johns Creek Town Center Project at 0 Johns Creek Parkway, Johns Creek, Georgia 30097.

Requirement for Board Action
Board action is required pursuant to Article XXXIV. - Development Regulations, 34.4.1 Land disturbance permit prerequisites. In addition, pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the County, as they may deem expedient, according to and to exercise such other powers as are granted by law or are indispensable to their jurisdiction over County matters

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Scope of Work: The proposed Medley Johns Creek Town Center Project, a residential Development requires a connection to the County's sewer system. Fulton County development regulations require that all new sewer line connections acknowledge Fulton County's ownership interests in the area(s)

in which a connection is being made to the County's sewer system before issuing a Land Disturbance Permit. The easement area to be conveyed to the County consists of 62,722 square feet and is located in Land Lot(s) 398 & 399 of the 1st District, 1st Section of Fulton County, Georgia.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]
THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

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

Project Name : Medley Johns Creek Town Center
Tax Parcel Identification No.: 11 107003980711 & 11 107003980729
Land Disturbance Permit No.: WRN24-070
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____
Initials: _____

SEWER LINE EASEMENT
(Corporate Form)

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 24th day of March, 2026, between TPG AG EHC III (EMP) MULTI STATE 4, LLC, a Delaware limited liability company, party of the first part (hereinafter referred to as Grantor), and **FULTON COUNTY**, a Political Subdivision of the State of Georgia, party of the second part.

WITNESSETH, that for and in consideration of $1.00 cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and assigns the right, title, and privilege of an easement on subject property located in land lot(s) 398 & 399 the 1st District, 1st Section (*if applicable*) of Fulton County, Georgia, and more particularly described as follows: To wit: Medley Park **[See Exhibit "A" attached hereto and made a part hereof]**

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in the office of the Public Works Department of

Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said sewer line within the aforesaid boundaries of the above-described easement.

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

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

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

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

GRANTOR:

TPG AG EHC III (EMP) Multi State 4, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Wendy Stoecker
Wendy Stoecker, Authorized Representative

(COMPANY SEAL)

Signed, sealed and delivered
As to Grantor:

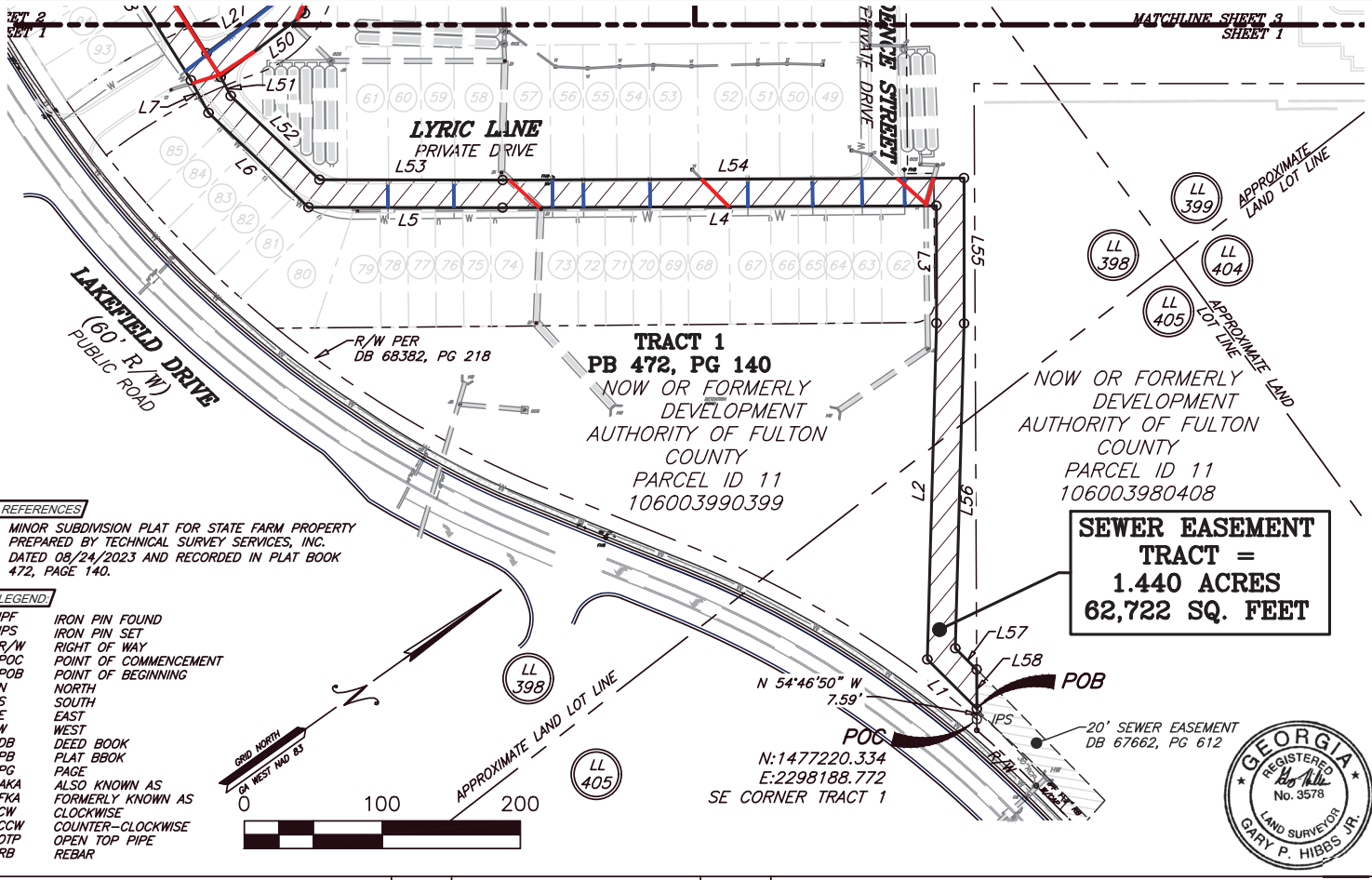
Unofficial Witness:

Sworn to and subscribed before me this the 24 day of March, 2026

Notary Public

My Commission Expires: 07-01-2029

OFFICIAL SEAL
JAIME MARIE ADAMS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 686280
My Comm. Expires July 1, 2029



REFERENCES

1. MINOR SUBDIVISION PLAT FOR STATE FARM PROPERTY PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 08/24/2023 AND RECORDED IN PLAT BOOK 472, PAGE 140.

LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

GEORGIA REGISTERED No. 3578 LAND SURVEYOR GARY P. HIBBS JR.

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

SEWER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

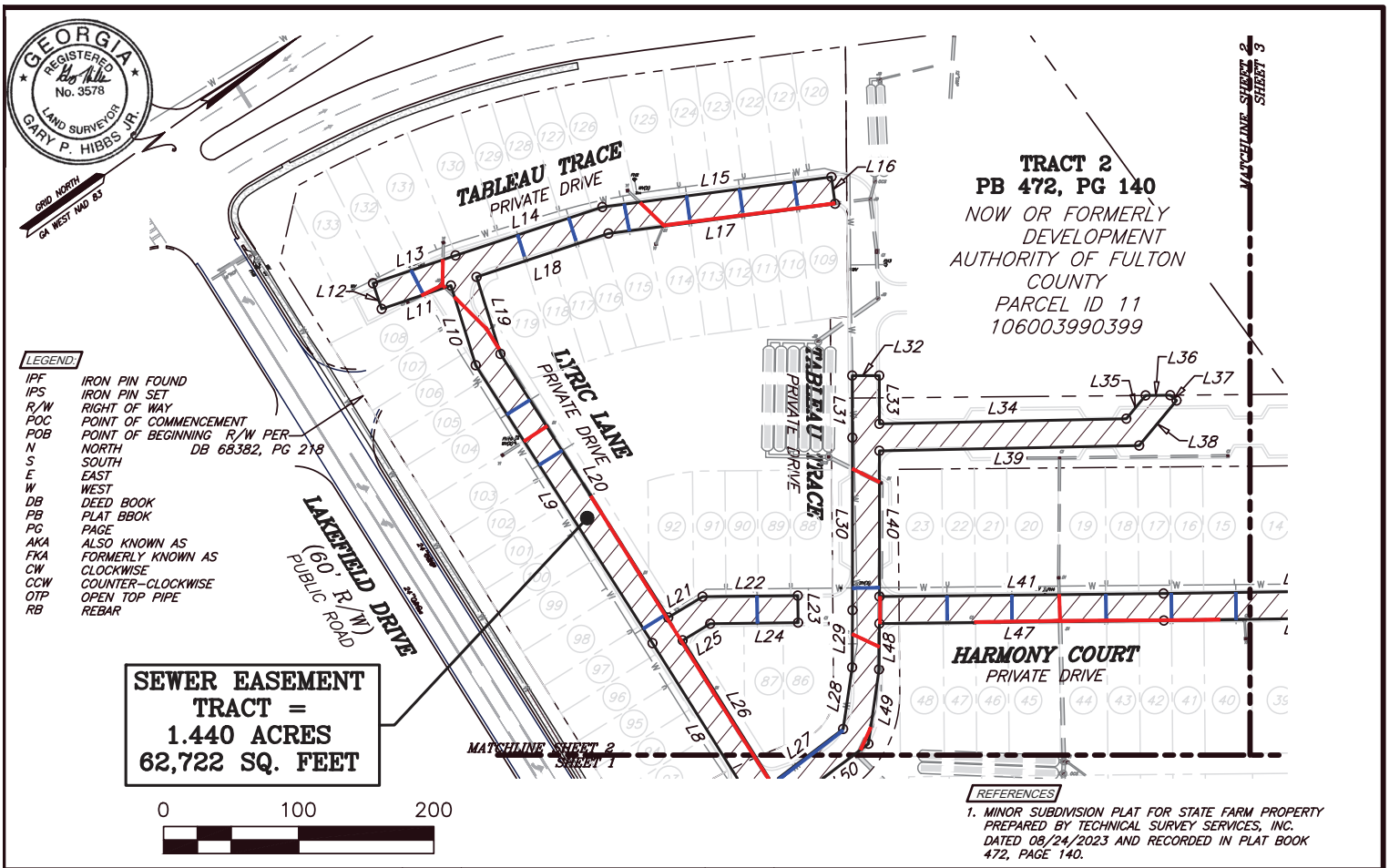
TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398, 399 & 405 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 1 OF 5

PW



LEGEND:

IPF	IRON PIN FOUND
IPS	IRON PIN SET
R/W	RIGHT OF WAY
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING R/W PER
N	NORTH DB 68382, PG 218
S	SOUTH
E	EAST
W	WEST
DB	DEED BOOK
PB	PLAT BBOK
PG	PAGE
AKA	ALSO KNOWN AS
FKA	FORMERLY KNOWN AS
CW	CLOCKWISE
CCW	COUNTER-CLOCKWISE
OTP	OPEN TOP PIPE
RB	REBAR

SEWER EASEMENT
TRACT =
1.440 ACRES
62,722 SQ. FEET

0 100 200

REFERENCES

1. MINOR SUBDIVISION PLAT FOR STATE FARM PROPERTY PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 08/24/2023 AND RECORDED IN PLAT BOOK 472, PAGE 140.

TSS
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1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

SEWER EASEMENT EXHIBIT

FOR

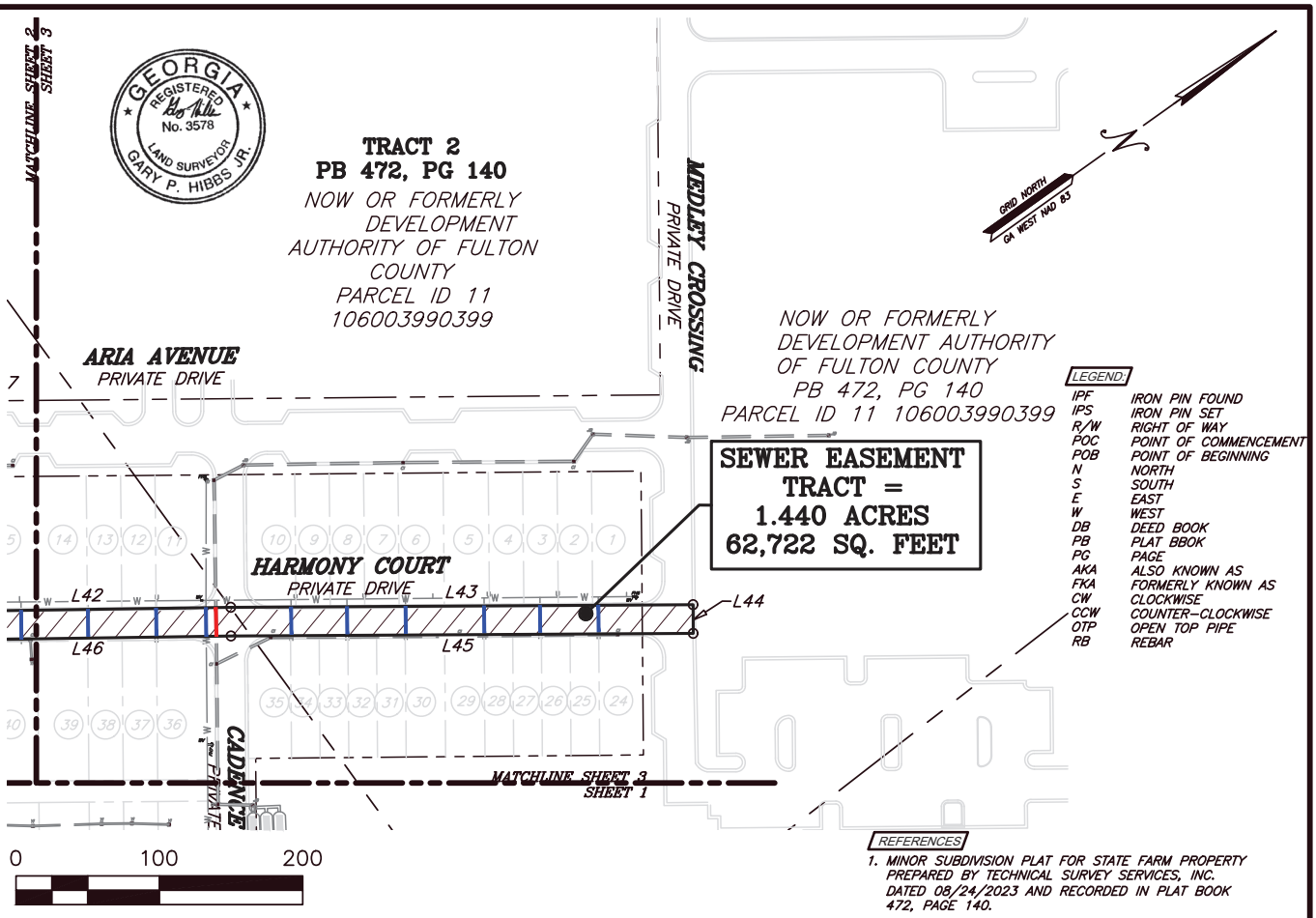
TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398, 399 & 405 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 2 OF 5



REFERENCES

1. MINOR SUBDIVISION PLAT FOR STATE FARM PROPERTY PREPARED BY TECHNICAL SURVEY SERVICES, INC. DATED 08/24/2023 AND RECORDED IN PLAT BOOK 472, PAGE 140.

TSS
TECHNICAL SURVEY SERVICES, INC.

1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

SEWER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398, 399 & 405 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 3 OF 5

LINE	BEARING	DISTANCE
L1	S 80°22'58" W	50.65'
L2	N 52°58'06" W	243.72'
L3	N 54°34'33" W	85.08'
L4	S 35°13'42" W	314.30'
L5	S 35°34'10" W	140.66'
L6	S 78°51'10" W	99.64'
L7	N 82°52'01" W	26.83'
L8	N 86°36'18" W	145.30'
L9	N 87°00'17" W	243.67'
L10	N 71°46'38" W	61.80'
L11	S 16°50'55" W	54.14'
L12	N 73°09'05" W	20.00'
L13	N 16°50'55" E	64.41'
L14	N 17°12'50" E	114.48'
L15	N 27°59'57" E	170.97'
L16	S 62°00'03" E	20.00'
L17	S 27°59'57" W	169.09'
L18	S 17°12'50" W	102.74'
L19	S 71°46'38" E	59.54'
L20	S 87°00'17" E	231.26'
L21	N 04°17'23" E	29.73'
L22	N 34°50'44" E	70.42'
L23	S 55°09'16" E	20.00'
L24	S 34°50'44" W	64.96'
L25	S 04°17'23" W	23.89'
L26	S 86°36'18" E	124.56'
L27	N 01°45'51" W	66.07'
L28	N 46°16'50" W	46.08'
L29	N 54°11'15" W	42.26'
L30	N 54°32'39" W	127.68'
L31	N 54°41'27" W	45.88'
L32	N 35°18'33" E	20.00'
L33	S 54°41'27" E	35.72'

LINE	BEARING	DISTANCE
L34	N 34°17'32" E	182.78'
L35	N 14°53'16" W	22.37'
L36	N 34°57'49" E	18.27'
L37	N 75°06'44" E	6.03'
L38	S 14°53'16" E	43.30'
L39	S 34°17'32" W	192.31'
L40	S 54°32'39" E	107.82'
L41	N 34°51'05" E	210.19'
L42	N 34°38'45" E	199.79'
L43	N 35°08'23" E	322.47'
L44	S 54°51'37" E	20.00'
L45	S 35°08'23" W	322.38'
L46	S 34°38'45" W	199.74'
L47	S 34°51'05" W	210.50'
L48	S 54°11'15" E	33.83'
L49	S 46°16'50" E	55.65'
L50	S 01°45'51" E	76.64'
L51	S 82°52'01" E	15.38'
L52	N 78°51'10" E	88.49'
L53	N 35°34'10" E	132.67'
L54	N 35°13'42" E	334.31'
L55	S 54°34'33" E	105.43'
L56	S 52°58'06" E	235.38'
L57	N 80°22'58" E	21.91'
L58	S 54°47'00" E	28.37'

GEORGIA REGISTERED No. 3578 LAND SURVEYOR GARY P. HIBBS JR.

ENCROACHMENT TABLE

STORMWATER PIPE: 991 SQ FT
WATER PIPE: 734 SQ FT
TOTAL 1725 SQ FT:

LEGEND

WATER ENTERING EASEMENT	
STORM ENTERING EASEMENT	

PROJECT NAME: MEDLEY–JOHNS CREEK TOWNCENTER
FULTON COUNTY PERMIT No: WRN24–070

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

SEWER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398, 399 & 405 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 4 OF 5

LEGAL DESCRIPTION (SEWER EASEMENT EXHIBIT)

All that tract or parcel of land lying and being in Land Lots 398, 399 and 405 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia, and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING, commence at an iron pin set on the northwesterly Right of Way of Lakefield Drive (60'R/W); said point being the southeasterly corner of Tract 1, recorded in Plat Book 472, Page 140 of the public records of Fulton County Georgia, said point having state plane coordinates Northing: 1477220.334 Easting: 2298188.772 on the Georgia State Plane West , NAD 83 Coordinate System; thence leaving said northwesterly Right of Way of Lakefield Drive (60'R/W) North 54° 46' 50" West a distance of 7.59 feet to the TRUE POINT OF BEGINNING; from the point thus established and running South 80° 22' 58" West a distance of 50.65 feet to a point; thence North 52° 58' 06" West a distance of 243.72 feet to a point; thence North 54° 34' 33" West a distance of 85.08 feet to a point; thence South 35° 13' 42" West a distance of 314.30 feet to a point; thence South 35° 34' 10" West a distance of 140.66 feet to a point; thence South 78° 51' 10" West a distance of 99.64 feet to a point; thence North 82° 52' 01" West a distance of 26.83 feet to a point; thence North 86° 36' 18" West a distance of 145.30 feet to a point; thence North 87° 00' 17" West a distance of 243.67 feet to a point; thence North 71° 46' 38" West a distance of 61.80 feet to a point; thence South 16° 50' 55" West a distance of 54.14 feet to a point; thence North 73° 09' 05" West a distance of 20.00 feet to a point; thence North 16° 50' 55" East a distance of 64.41 feet to a point; thence North 17° 12' 50" East a distance of 114.48 feet to a point; thence North 27° 59' 57" East a distance of 170.97 feet to a point; thence South 62° 00' 03" East a distance of 20.00 feet to a point; thence South 27° 59' 57" West a distance of 169.09 feet to a point; thence South 17° 12' 50" West a distance of 102.74 feet to a point; thence South 71° 46' 38" East a distance of 59.54 feet to a point; thence South 87° 00' 17" East a distance of 231.26 feet to a point; thence North 04° 17' 23" East a distance of 29.73 feet to a point; thence North 34° 50' 44" East a distance of 70.42 feet to a point; thence South 55° 09' 16" East a distance of 20.00 feet to a point; thence South 34° 50' 44" West a distance of 64.96 feet to a point; thence South 04° 17' 23" West a distance of 23.89 feet to a point; thence South 86° 36' 18" East a distance of 124.56 feet to a point; thence North 01° 45' 51" West a distance of 66.07 feet to a point; thence North 46° 16' 50" West a distance of 46.08 feet to a point; thence North 54° 11' 15" West a distance of 42.26 feet to a point; thence North 54° 32' 39" West a distance of 127.68 feet to a point; thence North 54° 41' 27" West a distance of 45.88 feet to a point; thence North 35° 18' 33" East a distance of 20.00 feet to a point; thence South 54° 41' 27" East a distance of 35.72 feet to a point; thence North 34° 17' 32" East a distance of 182.78 feet to a point; thence North 14° 53' 16" West a distance of 22.37 feet to a point; thence North 34° 57' 49" East a distance of 18.27 feet to a point; thence North 75° 06' 44" East a distance of 6.03 feet to a point; thence South 14° 53' 16" East a distance of 43.30 feet to a point; thence South 34° 17' 32" West a distance of 192.31 feet to a point; thence South 54° 32' 39" East a distance of 107.82 feet to a point; thence North 34° 51' 05" East a distance of 210.19 feet to a point; thence North 34° 38' 45" East a distance of 199.79 feet to a point; thence North 35° 08' 23" East a distance of 322.47 feet to a point; thence South 54° 51' 37" East a distance of 20.00 feet to a point; thence South 35° 08' 23" West a distance of 322.38 feet to a point; thence South 34° 38' 45" West a distance of 199.74 feet to a point; thence South 34° 51' 05" West a distance of 210.50 feet to a point; thence South 54° 11' 15" East a distance of 33.83 feet to a point; thence South 46° 16' 50" East a distance of 55.65 feet to a point; thence South 01° 45' 51" East a distance of 76.64 feet to a point; thence South 82° 52' 01" East a distance of 15.38 feet to a point; thence North 78° 51' 10" East a distance of 88.49 feet to a point; thence North 35° 34' 10" East a distance of 132.67 feet to a point; thence North 35° 13' 42" East a distance of 334.31 feet to a point; thence South 54° 34' 33" East a distance of 105.43 feet to a point; thence South 52° 58' 06" East a distance of 235.38 feet to a point; thence North 80° 22' 58" East a distance of 21.91 feet to a point; thence South 54° 47' 00" East a distance of 28.37 feet to the TRUE POINT OF BEGINNING. Said tract contains 1.440 Acres (62,722 Square Feet).

GEORGIA REGISTERED No. 3578 LAND SURVEYOR GARY P. HIBBS JR.

TSS TECHNICAL SURVEY SERVICES, INC.

1641 Autumn Boulevard
Conyers, Georgia 30012
(770) 922-6391 Office
(770) 922-0767 Fax
www.tss-atl.com

No	Revision	Date

SEWER EASEMENT EXHIBIT

FOR

TP AG EHC III(EMP) Multi State 4, LLC

TAX PARCEL IDENTIFICATION No: 11 107003980711, 11 107003980729

LAND LOTS 398, 399 & 405 1st DISTRICT 1st SECTION
CITY OF JOHNS CREEK, FULTON COUNTY, GEORGIA

SCALE: 1"=100' DATE: 03/24/26

JOB: 2022-933 SCREEN FILE: 2022-933 SEWER EASE.DWG SHEET 5 OF 5

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0382 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Roger Howrey, a citizen, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing sanitary sewer easement at 540 Sweet Birch Lane, Roswell, Georgia 30076.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Scope of Work: Roger Howrey, the owner of the real property located at 540 Sweet Birch Lane,

Roswell, Georgia 30076, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within an existing sewer line easement area.

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

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's sewer line easement as referenced and recorded in Deed Book 70181, Page 288.

At the request of Mr. Howrey, the Department of Public Works completed an on-site assessment of the area, which is approximately 305 square feet, and confirmed that the County's sewer system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Cross Reference

Deed/Plat Book 62960, Page 241
Deed Book 70181, Page 288

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, between Roger Howrey as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor ("Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (the "County").

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

1.

62960 241

Owner warrants that he is the full and true owner and has clear title to that certain property known as 540 Sweetbirch Ln Roswell GA 30076 (enter address), and as more fully described in that certain conveyance recorded in Deed Book ___, Page ___ of Fulton County, Georgia records, on which Owner desires to install certain private improvements (the "Private Improvements") as more fully described in Exhibit "A", attached hereto and incorporated herein by reference.

2.

70181 288

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

3.

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

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

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

10.

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

11.

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

12.

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

13.

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

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

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

OWNER: Roger Howney
540 Sweet Birch Ln
Roswell, GA 30076

District 1, Section 2, Land Lot(s) 568

Parcel Number: 12-2313-0568-048-6

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

Signatures:

OWNER Roger Howrey

Signed sealed and delivered in the presence of

Unofficial Witness

Notary Public
My Commission Expires: 7/21/28.

(Notary Seal)

KINNARI SHAH
FULTON County
Notary Public
Expires 07-21-2028
STATE OF GEORGIA

Signature (Authorized Party to Bind Owner Entity)

Roger Howrey, Homeowner
Signatory's Name and Title (printed)

Owner's Address: 540 Sweetbirch Lane
Roswell, GA 30076

[Signatures continued on next page.]

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

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT:

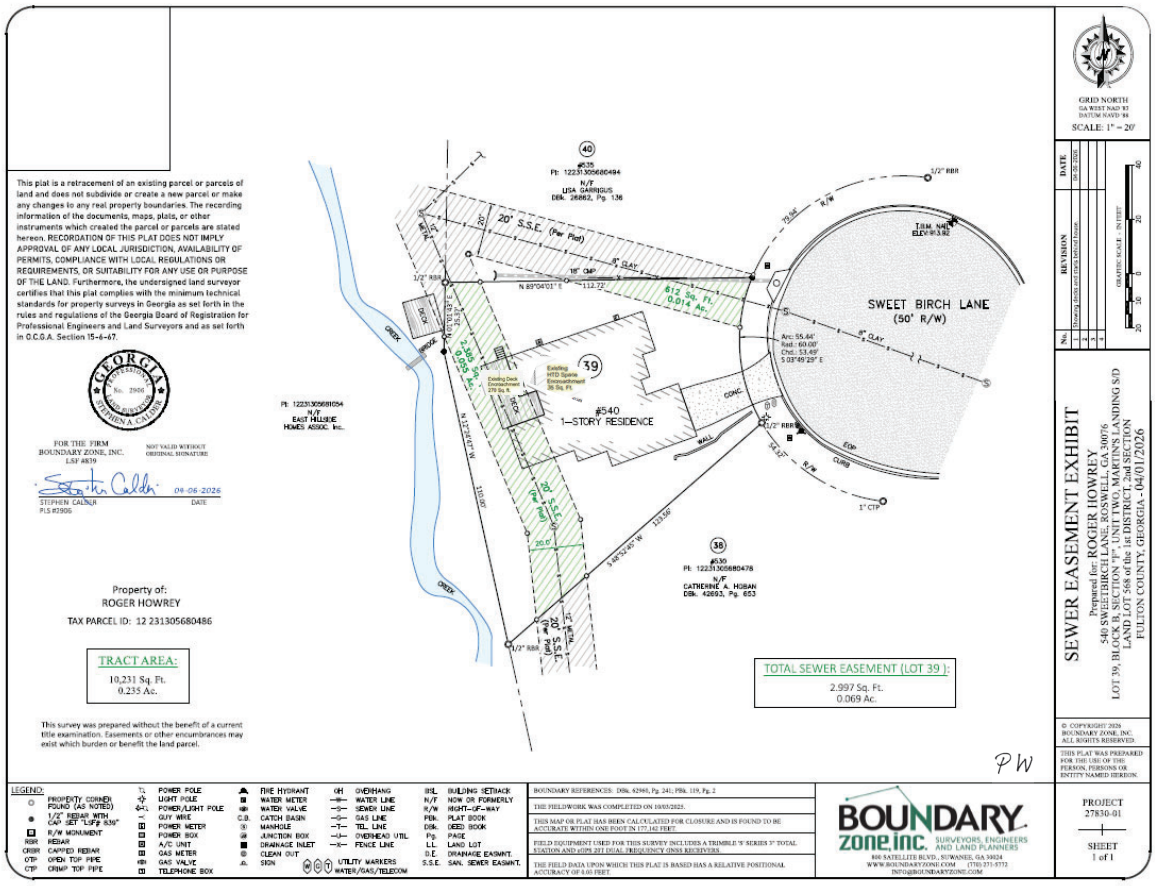
_____
David E. Clark, Director
Department of Public Works

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

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

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission



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

FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839

NOT VALID WITHOUT ORIGINAL SIGNATURE

STEPHEN CALNON
PLS #3906

04-06-2026
DATE

Property of:
ROGER HOWREY

TAX PARCEL ID: 12 231305680486

TRACT AREA:
10,231 Sq. Ft.
0.235 Ac.

This survey was prepared without the benefit of a current title examination. Easements or other encumbrances may exist which burden or benefit the land parcel.

SEWER EASEMENT EXHIBIT

Prepared for: ROGER HOWREY
540 SWEETBIRCH LANE, ROSWELL, GA 30076
LOT 39, BLOCK B, SECTION "I", UNIT TWO, MARTIN'S LANDING S/D
LAND LOT 568 of the 1st DISTRICT, 2nd SECTION
FULTON COUNTY, GEORGIA - 04/01/2026

© COPYRIGHT 2026
BOUNDARY ZONE, INC.
ALL RIGHTS RESERVED

THIS PLAT WAS PREPARED FOR THE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON.

LEGEND:

○	PROPERTY CORNER FOUND (AS NOTED)	PP	POWER POLE	FH	FIRE HYDRANT	OH	OVERHANG
●	1/2" REBAR WITH CAP "SET" LSF# 839"	LP	LIGHT POLE	WM	WATER METER	W	WATER LINE
⊡	R/W MONUMENT	PP-L	POWER/LIGHT POLE	WV	WATER VALVE	S	SEWER LINE
RBR	REBAR	GW	GUY WIRE	C.B.	CATCH BASIN	G	GAS LINE
CRBR	CAPPED REBAR	PM	POWER METER	MH	MANHOLE	T	TEL LINE
OTP	OPEN TOP PIPE	PB	POWER BOX	JB	JUNCTION BOX	OHT	OVERHEAD UTIL
CTP	CRIMP TOP PIPE	AC	A/C UNIT	DI	DRAINAGE INLET	X	FENCE LINE
		GM	GAS METER	CO	CLEAN OUT		
		GV	GAS VALVE	S	SIGN		UTILITY MARKERS
		TB	TELEPHONE BOX				WATER/GAS/TELECOM

BRL	BUILDING SETBACK	BOUNDARY REFERENCES: DBk. 62560, Pg. 241; PBk. 119, Pg. 2	
N/F	NOW OR FORMERLY	THE FIELDWORK WAS COMPLETED ON 10/03/2025.	
R/W	RIGHT-OF-WAY	THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 177,142 FEET.	
PBK.	PLAT BOOK	FIELD EQUIPMENT USED FOR THIS SURVEY INCLUDES A TRIMBLE 'S' SERIES 3" TOTAL STATION AND eGPS 215 DUAL FREQUENCY GNSS RECEIVERS.	
DBk.	DEED BOOK	THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.03 FEET.	
Pg.	PAGE		
LL	LAND LOT		
D.E.	DRAINAGE EASMNT.		
S.S.E.	SAN. SEWER EASMNT.		

BOUNDARY ZONE, INC. SURVEYORS, ENGINEERS AND LAND PLANNERS
800 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5773
INFO@BOUNDARYZONE.COM

PROJECT
27830-01

SHEET
1 of 1

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0383 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of an Indemnification, Maintenance, and Land Use Agreement for Private Improvement (Indemnification Agreement) between Fulton County, a political subdivision of the State of Georgia, and Mayfield Development, LLC, for the purpose of granting conditional approval to allow stormwater infrastructure to remain within a portion of the County's existing water line easement area at 1580 Mayfield Road, Alpharetta, Georgia 30009.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Scope of Work: Mayfield Development, LLC, the owner of the real property located at 1580 Mayfield

Road, Alpharetta, Georgia 30009, has requested the conditional approval of the Fulton County Board of Commissioners via an Indemnification, Maintenance, and Land Use Agreement for Private Improvement to install stormwater infrastructure within the County's existing water line easement area.

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

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

The Fulton County Department of Real Estate and Asset Management, DREAM, and the Fulton County Department of Public Works are requesting approval to amend the terms of the County's water line easement as referenced and recorded in Deed Book 69917, Page 12.

At the request of Mayfield Development LLC, the Department of Public Works completed an on-site assessment of the area, which is approximately 3,141 square feet, and confirmed that the County's water system will not be adversely impacted and can continue to be properly maintained if this encroachment is permitted.

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

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

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

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

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

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

Cross Reference

Plat Book 67864, Page 284
Deed Book 69917, Page 12

INDEMNIFICATION, MAINTENANCE AND LAND USE AGREEMENT FOR PRIVATE IMPROVEMENT

THIS AGREEMENT, made this ___ day of _____, 2026, between Mayfield Development LLC as citizen within Fulton County, Georgia, his successors, affiliates and assigns, as Indemnitor (hereinafter, as "Owner"), and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter, "the County").

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

1.

Fulton County grants Owner, "the License" to enter within a portions of its water main easement as referenced in and recorded at Plat Book 69917 page 12 of Fulton County, Georgia records, as more fully described in Exhibit "A" which is attached hereto and incorporated herein, to construct, repair and replace, from time to time as may be needed certain private improvements at his sole cost and responsibility private improvements as same is more fully described in Exhibit "A".

2.

With respect to this License, Owner shall install and construct the Private Improvements in a manner which complies with all state, local, and Fulton County laws and regulations, including but not limited to, all current state, local and Fulton County laws and regulations governing soil erosion and sedimentation control. Owner will at all times adhere to best management practice procedures to protect the environment in connection with the construction, repair and/or maintenance of the Private Improvements.

3.

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

4.

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

5.

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

6.

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

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

7.

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

8.

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

9.

Owner hereby agrees to indemnify Fulton County and hold Fulton County harmless from any and all damages which Fulton County may suffer and from any and all liability, claims, penalties, forfeitures, suits, and costs and expenses incident to the granting of the License and this Agreement (including cost of defense, settlement, and reasonable attorney's fees), which it may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, or orders caused solely by the negligent act, negligent omission or willful misconduct of Owner, his employees, subcontractors, or assigns in the performance of this License or Agreement. Owner, further warrants that he is the full and true owner and has clear title to the property in which the Private Improvements will be made, as is defined in Exhibit "A", attached hereto and incorporated herein by reference.

10.

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

11.

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

12.

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

13.

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

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

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

OWNER: Mayfield Development LLC
1740 Grassland Parkway – Unit 401
Alpharetta, GA 30004

District 2 Section 2, Land Lot(s) 1057 & 1104

Parcel Number: 22 448011040867 and 22 447010570197

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

Signatures:

Signed sealed and delivered in the presence of

OWNER Mayfield Development, LLC

Unofficial Witness

Signature (Authorized Party to Bind Owner Entity)

Notary Public
My Commission Expires: Jun 11 2028

KAMRAN JALALI, Manager
Signatory's Name and Title (printed)

Owner's Address: 1740 Grassland Pkwy
Unit 401
Alpharetta, GA 30004

(Notary Seal)

(Notary Stamp)

CAROLYN MASELLI NOTARY PUBLIC EXP. JUNE 11, 2028 FULTON COUNTY, GA

[Signatures continued on next page.]

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

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

_____
Witness

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

_____
[Notarial Seal]

APPROVED AS TO FORM

ATTEST:

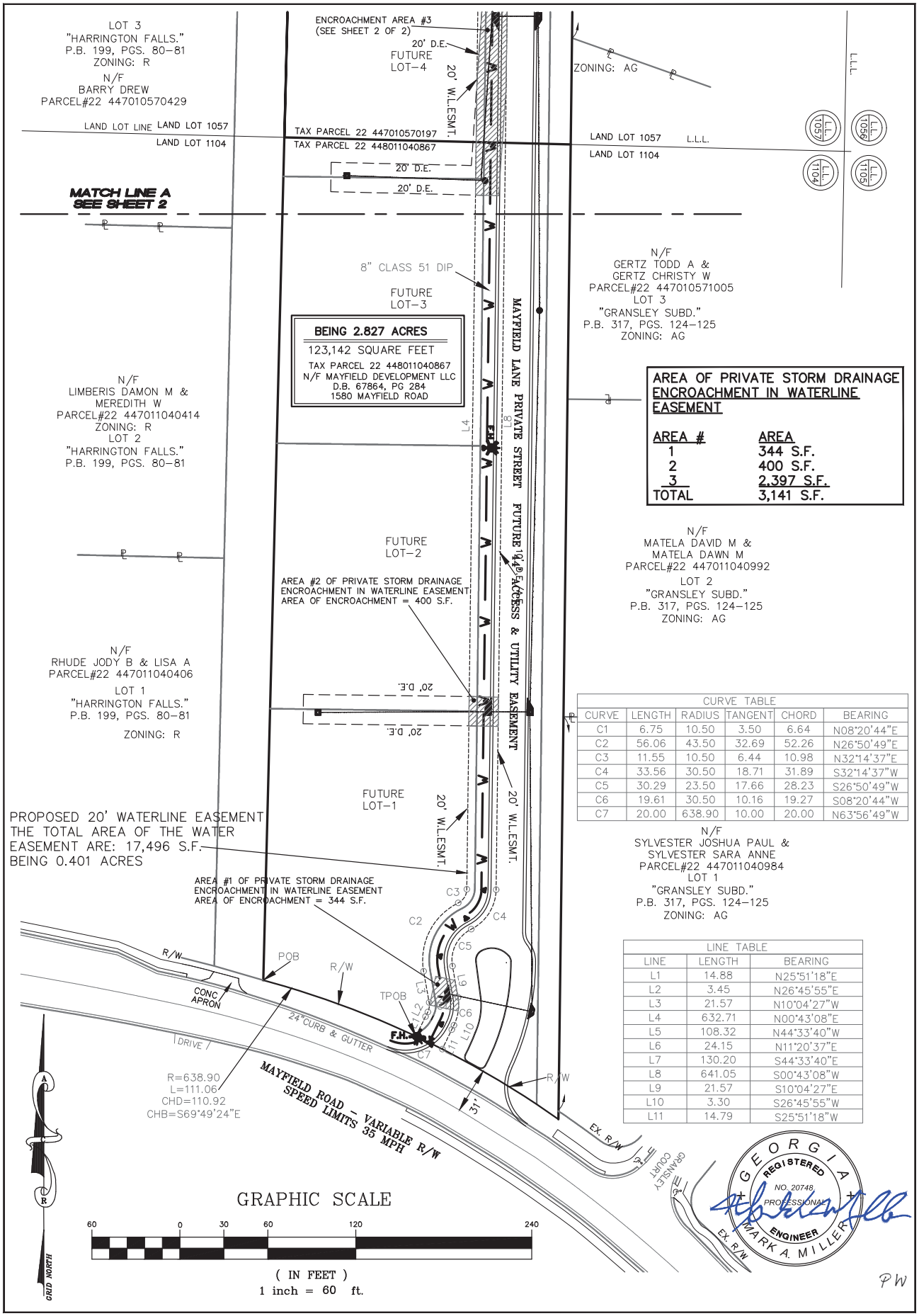
_____
Y. Soo Jo, County Attorney

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO CONTENT:

_____
David E. Clark, Director
Department of Public Works

EXHIBIT “A



CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	6.75	10.50	3.50	6.64	N08°20'44"E
C2	56.06	43.50	32.69	52.26	N26°50'49"E
C3	11.55	10.50	6.44	10.98	N32°14'37"E
C4	33.56	30.50	18.71	31.89	S32°14'37"W
C5	30.29	23.50	17.66	28.23	S26°50'49"W
C6	19.61	30.50	10.16	19.27	S08°20'44"W
C7	20.00	638.90	10.00	20.00	N63°56'49"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.88	N25°51'18"E
L2	3.45	N26°45'55"E
L3	21.57	N10°04'27"W
L4	632.71	N00°43'08"E
L5	108.32	N44°33'40"W
L6	24.15	N11°20'37"E
L7	130.20	S44°33'40"E
L8	641.05	S00°43'08"W
L9	21.57	S10°04'27"W
L10	3.30	S26°45'55"W
L11	14.79	S25°51'18"W

SHEET	OF
1	2

SHEET 1 OF 2
DWG.
WATER & SEWER ESMT.
PROJECT NO. 22008S
FILE NO.

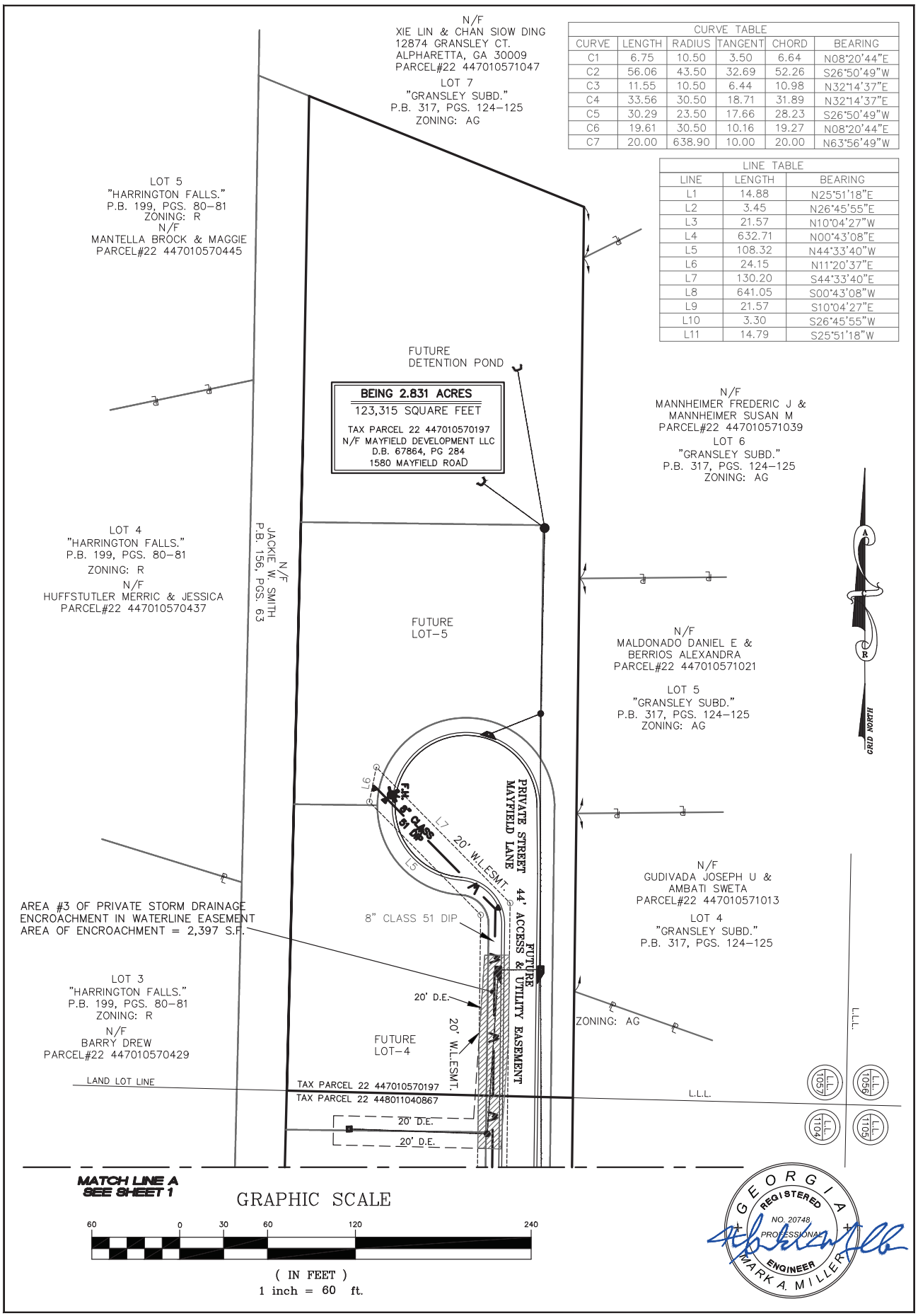
DATE: JANUARY 27, 2026
SCALE: HORIZ. 1"=60 VERT. N/A

DESCRIPTION	DATE

LAND LOT(S): 1057 & 1104
DISTRICT: 2ND
SECTION: 2ND
COUNTY: FULTON STATE: GEORGIA
DESIGNED: DRAWN: JL
CHECKED: AH APPROVED: MM

EXHIBIT "A"
INDEMNIFICATION AGREEMENT
WATERLINE EASEMENT
GRANTOR: MAYFIELD DEVELOPMENT LLC
MAYFIELD ESTATES
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

ACR Engineering, inc.
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
600 PINNACLE COURT
SUITE 685
NORCROSS, GA 30071
TEL: (678) 291-0000
FAX: (678) 291-6887



CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	6.75	10.50	3.50	6.64	N08°20'44"E
C2	56.06	43.50	32.69	52.26	S26°50'49"W
C3	11.55	10.50	6.44	10.98	N32°14'37"E
C4	33.56	30.50	18.71	31.89	N32°14'37"E
C5	30.29	23.50	17.66	28.23	S26°50'49"W
C6	19.61	30.50	10.16	19.27	N08°20'44"E
C7	20.00	638.90	10.00	20.00	N63°56'49"W

LINE TABLE		
LINE	LENGTH	BEARING
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L3	21.57	N10°04'27"W
L4	632.71	N00°43'08"E
L5	108.32	N44°33'40"W
L6	24.15	N11°20'37"E
L7	130.20	S44°33'40"E
L8	641.05	S00°43'08"W
L9	21.57	S10°04'27"W
L10	3.30	S26°45'55"W
L11	14.79	S25°51'18"W

SHEET	OF
2	2

SHEET 2 OF 2
DWG.
WATER & SEWER ESMT.
PROJECT NO. 22008S
FILE NO.

DATE: JANUARY 27, 2026
SCALE: HORIZ. 1"=60 VERT. N/A

DESCRIPTION	DATE

LAND LOT(S): 1057 & 1104
DISTRICT: 2ND
SECTION: 2ND
COUNTY: FULTON STATE: GEORGIA
DESIGNED: DRAWN: JL
CHECKED: AH APPROVED: MM

EXHIBIT "A"
INDEMNIFICATION AGREEMENT
WATERLINE EASEMENT
GRANTOR: MAYFIELD DEVELOPMENT LLC
MAYFIELD ESTATES
CITY OF ALPHARETTA
FULTON COUNTY, GEORGIA

ACR Engineering, inc.
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
600 PINNACLE COURT
SUITE 685
NORCROSS, GA 30071
TEL: (678) 291-0000
FAX: (678) 291-6887

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0384 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Resolution authorizing the transfer of 3,043.92 square feet of real property and the execution of a temporary construction easement covering approximately 1,535.01 square feet to the City of Sandy Springs, a municipal corporation of the State of Georgia, for the purpose of allowing the City to make sidewalk and streetscape improvements at 5025 Roswell Road, Sandy Springs Georgia; to authorize the Chairman to execute an appropriate deed, a temporary construction easement agreement, and all other necessary documents; to authorize the County Attorney to approve the deed, the temporary construction easement, and related documents as to form and to make modifications thereto to protect the interests of Fulton County prior to execution; and for other purposes.

Requirement for Board Action
Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the county's property as they may deem expedient, according to law. O.C.G.A. § 36-9-3 authorizes Fulton County to sell, grant, lease, rent, convey, or transfer any real property owned by the County to another body politic without a competitive process.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☒
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work:

The City of Sandy Springs (the “City”) submitted a request to the Department of Real Estate and Asset Management (“DREAM”) to acquire 3,043.92 square feet of real property to be used as right-of-way and a temporary construction easement covering 1,535.01 square feet to facilitate sidewalk and streetscape improvements along Roswell Road. The City’s acquisition of the real property and the temporary easement area is necessary to support a planned transit and streetscape improvement project within the Roswell Road corridor.

An appraisal of the requested real property and easement rights determined the fair market value to be $182,000.00.

Community Impact: Approval for DREAM to complete the sale of real property rights to the City of Sandy Springs will not adversely affect County operations at the former behavioral health facility. The planned streetscape project includes roadway and pedestrian improvements intended to enhance safety and improve travel conditions for both motorists and pedestrians.

Department Recommendation: DREAM recommends that the Fulton County Board of Commissioners approve the conveyance of the requested real property and temporary construction easement area from the County-owned property located at 5025 Roswell Road, Land Lot 93 of the 17th District, to the City of Sandy Springs.

Project Implications: The planned sidewalk and streetscape improvements will help revitalize the City’s commercial corridors by fostering a safer, more walkable, and vibrant environment for residents, businesses, and visitors along Roswell Road.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

The $182,000.00 in compensation to be received from the City of Sandy Springs for the required right of way and easement areas will be deposited into the County’s General Fund.

RESOLUTION AUTHORIZING THE TRANSFER OF 3,043.92 SQUARE FEET OF REAL PROPERTY AND THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT COVERING 1,535.01 SQUARE FEET TO THE CITY OF SANDY SPRINGS, A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, FOR THE PURPOSE OF ALLOWING THE CITY OF SANDY SPRINGS TO MAKE SIDEWALK AND STREESCAPE IMPROVEMENTS AT 5025 ROSWELL ROAD, SANDY SPRINGS GEORGIA; TO AUTHORIZE THE CHAIRMAN TO EXECUTE AN APPROPRIATE DEED, A TEMPORARY CONSTRUCTION EASEMENT, AND ALL OTHER NECESSARY DOCUMENTS; TO AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE DEED, A TEMPORARY CONSTRUCTION EASEMENT, AND ALL OTHER NECESSARY DOCUMENTS AS TO FORM AND TO MAKE MODIFICATIONS THERETO TO PROTECT THE INTERESTS OF FULTON COUNTY PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

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

WHEREAS, the City of Sandy Springs (the "City"), a municipal corporation of the State of Georgia, desires to complete sidewalk and streetscape improvements via a roadway project known as the Roswell Road Transit and Streetscape Improvements Project (the "Project"), which requires the acquisition of property and temporary construction easements on Fulton County real property located at 5025 Roswell Road, Sandy Springs, Georgia , in the 17th District, Land Lot 97, more particularly described in Exhibit "A," attached hereto, and incorporated herein by this reference; and

WHEREAS, the Project is designed to provide significant public benefits, including increased pedestrian connectivity, and modern streetscape improvements that will directly enhance the commercial viability and property values of the surrounding corridor; and

WHEREAS, the City requested that Fulton County convey the required real property interests for the construction of streetscape improvements along Roswell Road; and

WHEREAS, the Department of Real Estate and Asset Management ("DREAM") negotiated mutually acceptable terms with the City for the conveyance of the property

interests necessary to complete the Project for the sum of One Hundred Eighty-Two Thousand Dollars and Zero Cents ($182,000.00); and

WHEREAS, Fulton County agrees to transfer approximately 3,043.92 square feet of real property and execute a temporary construction easement covering approximately 1,535.01 square feet to the City so that the City can complete the Project to enhance public travel safety for the residents and visitors of Fulton County; and

WHEREAS, pursuant to O.C.G.A. § 36-9-3(a)(3) Fulton County may sell, transfer, or convey real property to another body politic without a competitive process; and

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

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby approves the transfer of approximately 3,043.92 square feet of real property and the execution of a temporary construction easement covering approximately 1,535.01 square feet of County-owned real property to the City of Sandy Springs, as more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, to allow the City of Sandy Springs to construct streetscape improvements along Roswell Road in the City of Sandy Springs.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners shall be authorized and directed to execute and deliver such appropriate deeds, temporary construction easements, and all other necessary documents to the City of Sandy Springs to complete the conveyance of the required property rights.

BE IT FURTHER RESOLVED that prior to execution of any documents by the Chairman, the County Attorney shall approve any and all documents as to form and make any necessary changes thereto to protect the County’s interests.

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

SO PASSED AND ADOPTED, this ____day of _____2026.

FULTON COUNTY

BOARD OF COMMISSIONERS

_____

Robert L. Pitts, Chairman

ATTEST:

_____

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

Exhibit A

1 of 2

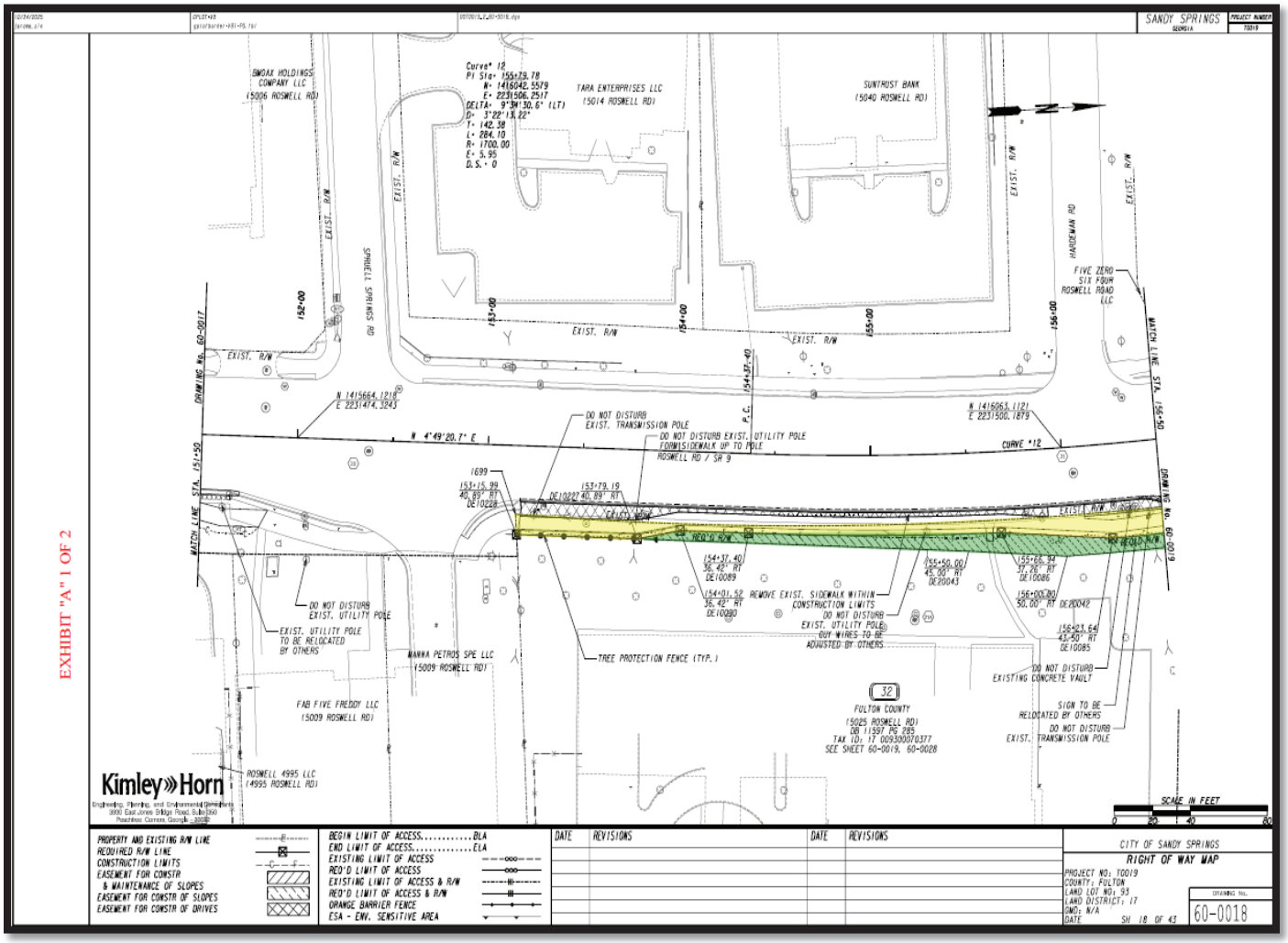
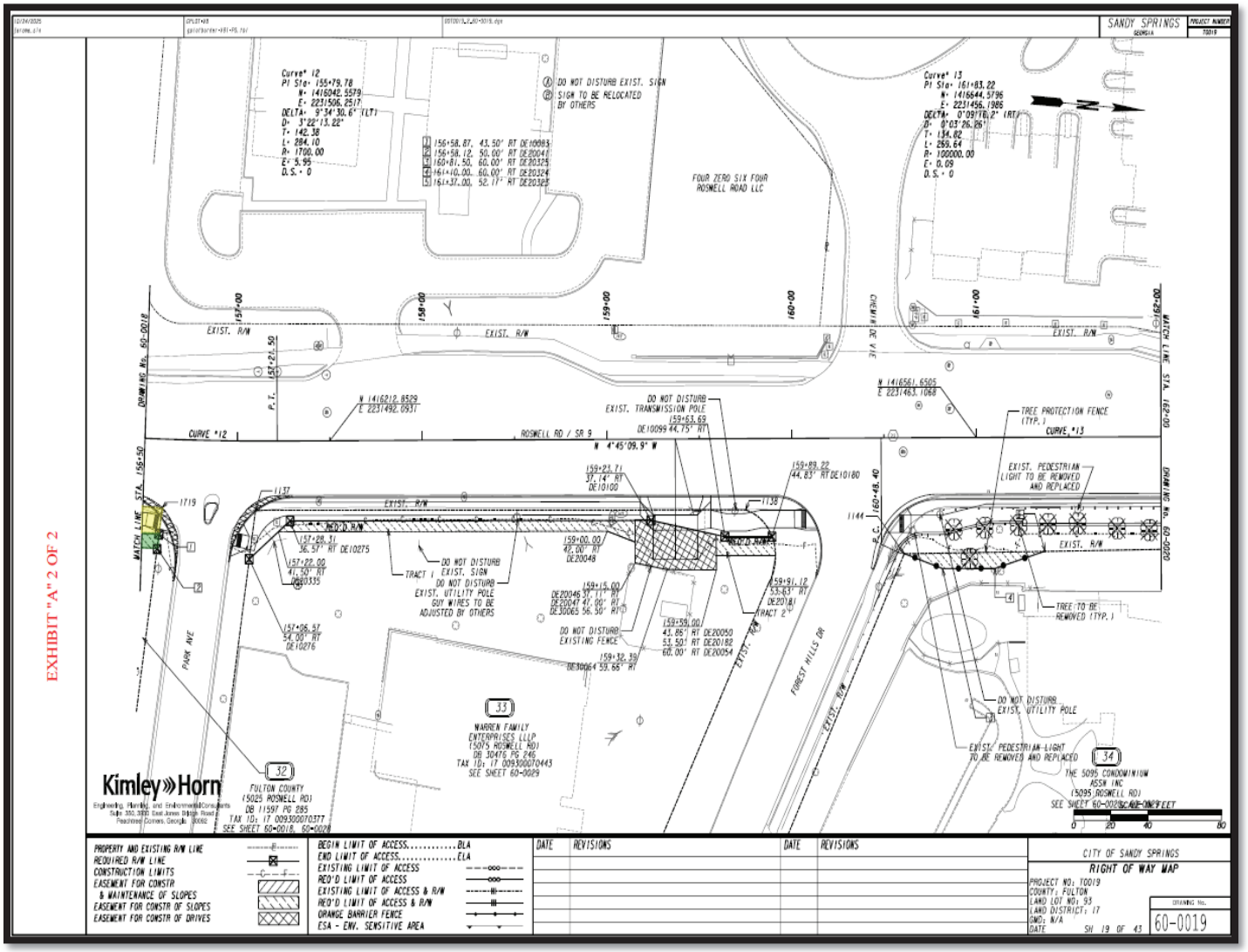


Exhibit A

2 of 2



THE LAW FIRM OF JOHN W. BELL, P.C.

ATLANTA OFFICE:
5 CONCOURSE PARKWAY
SUITE 3000
ATLANTA, GEORGIA 30328

ALPHARETTA OFFICE:
12600 DEERFIELD PARKWAY
SUITE 100
ALPHARETTA, GEORGIA 30004

TELEPHONE: (678) 762-3394
DIRECT DIAL: (678) 457-1198
TELECOPIER: (770) 783-8706
EMAIL: jwbell@jwb-law.com

SETTLEMENT AND DISBURSEMENT STATEMENT

Project Name: Roswell Road Transit and Streetscape Improvements

Date: 06/ /2026
Project No. T0019
Parcel No. 32

Owner: Fulton County

Property Address: 5025 Roswell Road
Sandy Springs, Georgia 30350

	Seller Expenses	Due to Seller
1. Purchase/Sale Price		$ 182,000.00
2. Cost to Cure Compensation		
3. Pro-rated Items:	$ -	
(a) City Taxes	$ -	
(b) County & State Taxes	$ -	
4. Miscellaneous Items		
Total Seller Expenses	$ -	$ -
TOTAL DUE SELLER:		$ 182,000.00

	City's Expenses	Paid By City
1. Gross Compensation Paid by City of Sandy Springs		$ 182,000.00
2. Pro-rated Items:	$ -	
(a) City Taxes	$ -	
(b) County & State Taxes	$ -	
3. Attorney's Closing Fees	$ 750.00	
4. Title Update Fee	$ 100.00	
5. Partial Release Fee	$ -	
6. Estimated E-Recording Fees	$ 63.50	
7. Mortgage Company Processing Fee	$ -	
Total Expenses of City:	$ 913.50	$ 913.50
TOTAL PAID BY CITY OF SANDY SPRINGS:		$ 182,913.50

The undersigned Seller acknowledges that Seller has reviewed the above Closing Statement, approved the form and content thereof as true and correct, and does hereby authorize and direct the settlement agent to make the disbursements shown herein. The terms and conditions of any applicable option or contract shall survive the closing hereof and shall remain enforceable.

"PURCHASER"

City of Sandy Springs,
a municipal corporation of the State of Georgia

By: _____
Eden E. Freeman
City Manager

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered this ____day of _____, 2026
in the presence of:

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM

_____
Y. Soo Jo, County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

PROJECT: Roswell Road Transit and Streetscape Improvements
PROJECT NO.: T0019
PARCEL NO.: 32

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

IRS REPORTING INFORMATION

1. **Address and/or legal description of conveyed property:**

   Tax Parcel ID: 17-0093-0007-042-7

2. **Residential Property (1 to 4 units):** Yes_____ No___X___

3. **Contract Sales Price (Gross Proceeds):** $182,000.00

4. **TAXPAYER IDENTIFICATION NUMBER and Division of Interest :**

Seller(s) Name	Tax ID Number	Division of Interest
Fulton County		100%

5. **Correct Mailing Address of Seller(s):**

   141 Street SW, Suite 7000
   Attn: Land Department
   Atlanta GA 30303

1. **ALLOCATION OF THE GROSS PROCEEDS:**

   (See Attached Settlement and Disbursement Statement)
   or
   (See Attached Appraiser's Affidavit – Page 13)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information will be submitted to the Internal Revenue Service with other information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

_____
Date of Closing

_____
Closing Official and Title

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered this ____day of _____, 2026
in the presence of:

_____
Witness

_____
[Notarial Seal]

APPROVED AS TO FORM

_____
Y. Soo Jo, County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

PROJECT: Roswell Road Transit and Streetscape Improvements
PROJECT NO.: T0019
PARCEL NO.: 32

PROPERTY OWNER'S AFFIDAVIT

GEORGIA, FULTON COUNTY

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in said State and County, ___ _____, who after being duly sworn, deposes and says upon oath:

That, to the best of Affiant's information, knowledge and belief without a duty to investigate, **FULTON COUNTY** is the owner in fee simple of the land and improvements shown for **Parcel 32** on Exhibit "A" hereto.

Further, to the best of Affiant's information, knowledge and belief without a duty to investigate, that the improvements situated on said real estate are within the limits of said described property and that there has been no violation of any restrictions that may have been imposed on said lands nor has any interest in same been sold or conveyed or any change made in the improvements thereon since said lands were inspected as aforesaid.

Further, to the best of Affiant's information, knowledge and belief without a duty to investigate, that the owner or owners named above is in indisputable possession of said described lands and knows of no one claiming under any unrecorded bond for title of any nature of claiming any interest in said lands whatsoever; except as may be set out below;

Further, to the best of Affiant's information, knowledge and belief without a duty to investigate, that there are no leases, either appearing of record, unrecorded, or otherwise, currently in effect or terminated in contemplation of the acquisition or purchase by the City of Sandy Springs, Georgia of the real estate shown on Exhibit "A" attached hereto, except as may be set out below;

Further, to the best of Affiant's information, knowledge and belief without a duty to investigate, that there are no suits, judgements, bankruptcies or executions pending against the owner or owners named above in any court relating to the subject property or which could in any way affect the title to said lands or constitute a lien thereon, and that the owner or owners named above is not surety on the bond of any county or county official or any other bond that through default of the principal therein a lien would be created superior to the deed mentioned above, nor are there any security deeds, trust deeds, mortgages, or liens of any nature whatsoever unsatisfied against said lands except as set out below;

Further, to the best of Affiant's information, knowledge and belief without a duty to investigate, that there are no unpaid bills of any nature either for labor or materials or for architects', surveyors', or other services rendered or used on the improvement of said real estate, except as set out below, which constitute or might constitute any lien upon said real estate.

The owner or owners named above for his/her/its part acknowledges that this Affidavit is made and given to the City of Sandy Springs, Georgia in connection with and for purposes of inducing the City of Sandy Springs, Georgia in its acquisition or purchase of the real estate shown on Exhibit "A" attached hereto.

Sworn to and subscribed before me,
this_____ day of_____, 20____.

_____
Notary Public

AFFIANT(S):

_____ (Seal)
Signature

_____
Printed Name

06

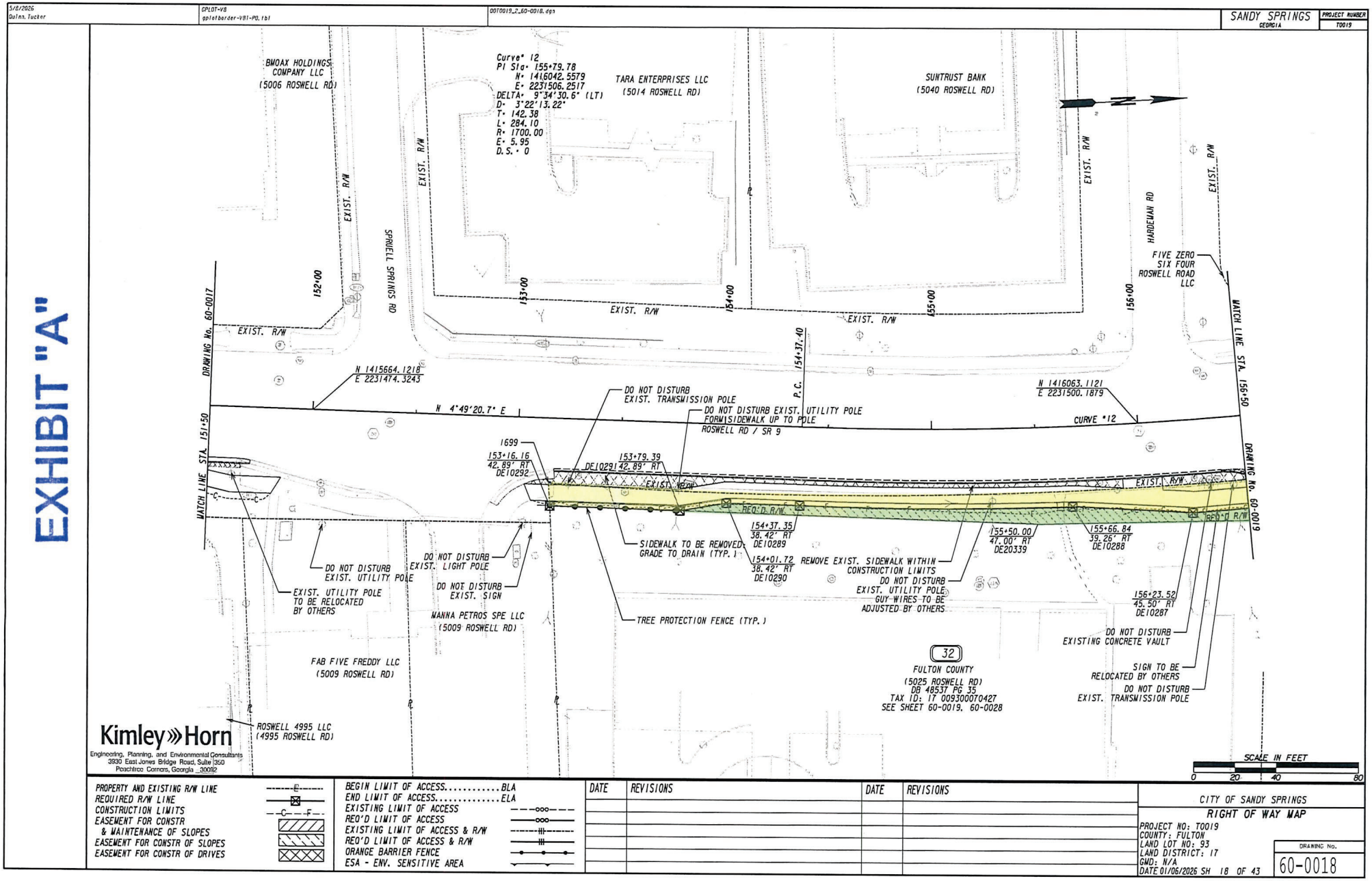
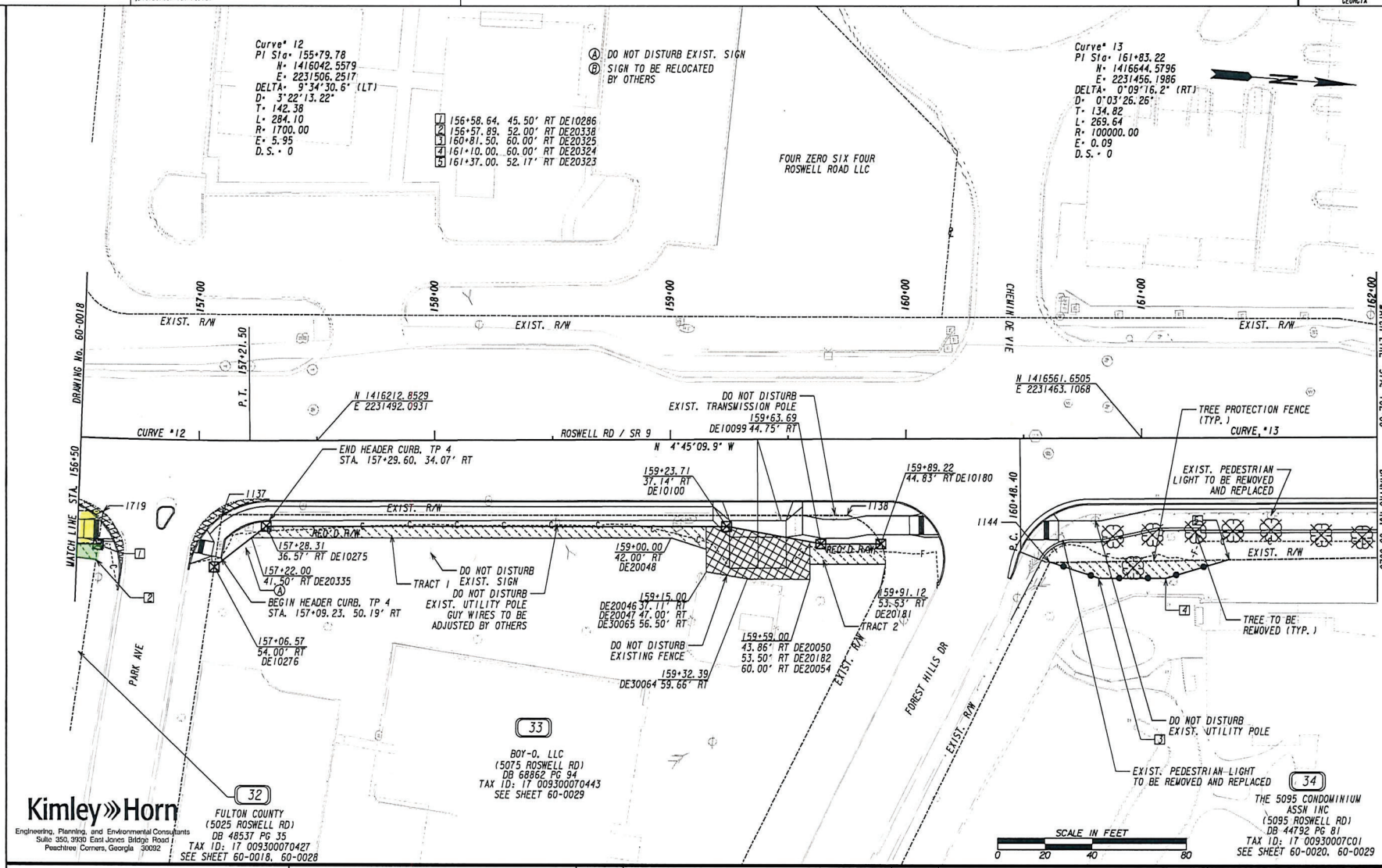

EXHIBIT "A"
5/8/2026
Quinn, Tucker
CPLOT-V8
splatborder-V81-PG.tbl
0010019_2_60-0018.dgn
SANDY SPRINGS
GEORGIA
PROJECT NUMBER
T0019
BMOAX HOLDINGS COMPANY LLC
(5006 ROSWELL RD)
TARA ENTERPRISES LLC
(5014 ROSWELL RD)
SUNTRUST BANK
(5040 ROSWELL RD)
Curve* 12
PI Sta* 155+79.78
N* 1416042.5579
E* 2231506.2517
DELTA* 9°34'30.6" (LT)
D* 3°22'13.22"
T* 142.38
L* 284.10
R* 1700.00
E* 5.95
D.S.* 0
EXIST. R/W
SPRUELL SPRINGS RD
HARDEMAN RD
FIVE ZERO SIX FOUR ROSWELL ROAD LLC
152+00
153+00
154+00
155+00
156+00
DRAWING No. 60-0017
DRAWING No. 60-0019
MATCH LINE STA. 151+50
MATCH LINE STA. 156+50
N 1415664.1218
E 2231474.3243
N 4°49'20.7" E
P.C. 154+37.40
N 1416063.1121
E 2231500.1879
CURVE #12
ROSWELL RD / SR 9
DO NOT DISTURB EXIST. TRANSMISSION POLE
DO NOT DISTURB EXIST. UTILITY POLE
FORM SIDEWALK UP TO POLE
1699
153+16.16
42.89' RT
DE10292
153+79.39
DE10291 42.89' RT
REQ'D R/W
154+37.35
38.42' RT
DE10289
154+01.72
38.42' RT
DE10290
155+50.00
47.00' RT
DE20339
155+66.84
39.26' RT
DE10288
156+23.52
45.50' RT
DE10287
SIDEWALK TO BE REMOVED-GRADE TO DRAIN (TYP.)
REMOVE EXIST. SIDEWALK WITHIN CONSTRUCTION LIMITS
DO NOT DISTURB EXIST. UTILITY POLE
GUY-WIRES TO BE ADJUSTED BY OTHERS
DO NOT DISTURB EXIST. UTILITY POLE
EXIST. UTILITY POLE TO BE RELOCATED BY OTHERS
DO NOT DISTURB EXIST. LIGHT POLE
DO NOT DISTURB EXIST. SIGN
TREE PROTECTION FENCE (TYP.)
MANNA PETROS SPE LLC
(5009 ROSWELL RD)
FAB FIVE FREDDY LLC
(5009 ROSWELL RD)
ROSWELL 4995 LLC
(4995 ROSWELL RD)
32
FULTON COUNTY
(5025 ROSWELL RD)
DB 48537 PG 35
TAX ID: 17 009300070427
SEE SHEET 60-0019, 60-0028
DO NOT DISTURB EXISTING CONCRETE VAULT
SIGN TO BE RELOCATED BY OTHERS
DO NOT DISTURB EXIST. TRANSMISSION POLE
SCALE IN FEET
0 20 40 80
Kimley»Horn
Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
DATE
REVISIONS
DATE
REVISIONS
CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 18 OF 43
DRAWING No.
60-0018

EXHIBIT "A"



Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

PROPERTY AND EXISTING R/W LINE	------E------
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA	
END LIMIT OF ACCESS.....ELA	
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 19 OF 43
DRAWING No. 60-0019

5/6/2026
Quinn.Tucker
CPLOT-V8
aplatborder-V81-P0.tbl
0010019_2_60-0019.dgn
SANDY SPRINGS GEORGIA
PROJECT NUMBER T0019

5/6/2026 | CPLOT-V8 | 007D019_2_60-0026.dgn
Quinn.Tucker | aplatborder-V81-P0.tbl | GRMPLN

SANDY SPRINGS GEORGIA | PROJECT NUMBER T0019

EXHIBIT "A"

PARCEL 29 REQ'D R/W DE10029

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1122	31.35 R	149+06.26	SR 9/Roswell Rd
	159.86	N 4°58'32.3" E	
DE10074	31.78 R	150+66.12	SR 9/Roswell Rd
	2.83	S 89°26'20.1" E	
DE10263	34.60 R	150+66.33	SR 9/Roswell Rd
	48.48	S 4°54'25.4" W	
DE10269	34.53 R	150+17.85	SR 9/Roswell Rd
	76.97	S 4°07'33.8" W	
DE10270	35.46 R	149+40.89	SR 9/Roswell Rd
	5.79	S 85°48'05.1" E	
DE10271	41.25 R	149+40.95	SR 9/Roswell Rd
	8.49	S 4°01'15.1" W	
DE10272	41.37 R	149+32.46	SR 9/Roswell Rd

ARC LENGTH = 15.26
CHORD BEAR = S 50°16'53.5" E
LNTH CHORD = 14.26
RADIUS = 12.00
DEGREE = 477°27'53.4"

DE10274	53.06 R	149+24.31	SR 9/Roswell Rd
	16.47	N 69°54'03.7" E	
DE10267	68.00 R	149+31.25	SR 9/Roswell Rd
	6.67	S 12°37'43.3" E	
DE10268	70.00 R	149+24.88	SR 9/Roswell Rd
	42.91	S 69°05'48.1" W	
1122	31.35 R	149+06.26	SR 9/Roswell Rd

REQD R/W = 1035.15 SF
REQD R/W = 0.024 ACRES
REMAINDER = +/- 0.54 ACRES

PARCEL 29 REQ'D DRWY. EASM'T. DE30029

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30217	34.53 R	150+21.38	SR 9/Roswell Rd
	34.62	N 4°54'25.4" E	
DE30218	34.58 R	150+56.00	SR 9/Roswell Rd
	15.42	S 85°10'39.3" E	
DE30062	50.00 R	150+56.00	SR 9/Roswell Rd
	34.62	S 4°49'20.7" W	
DE30198	50.00 R	150+21.38	SR 9/Roswell Rd
	15.47	N 85°09'53.2" W	
DE30217	34.53 R	150+21.38	SR 9/Roswell Rd

REQD EASMT = 534.67 SF
REQD EASMT = 0.012 ACRES

PARCEL 32 REQ'D R/W DE10032

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1699	31.59 R	153+15.21	SR 9/Roswell Rd

ARC LENGTH = 349.27
CHORD BEAR = N 2°20'27.3" E
LNTH CHORD = 348.85
RADIUS = 2064.11
DEGREE = 2°46'32.9"

1719	31.35 R	156+60.27	SR 9/Roswell Rd
	14.25	S 85°54'58.5" E	
DE10286	45.50 R	156+58.64	SR 9/Roswell Rd

ARC LENGTH = 36.06
CHORD BEAR = S 2°02'31.8" E
LNTH CHORD = 36.06
RADIUS = 1745.50
DEGREE = 3°16'56.9"

DE10287	45.50 R	156+23.52	SR 9/Roswell Rd
	58.42	S 5°38'22.0" W	
DE10288	39.26 R	155+66.84	SR 9/Roswell Rd

ARC LENGTH = 132.45
CHORD BEAR = S 3°00'14.3" W
LNTH CHORD = 132.42
RADIUS = 1738.91
DEGREE = 3°17'41.7"

DE10289	38.42 R	154+37.35	SR 9/Roswell Rd
	35.64	S 4°49'20.7" W	
DE10290	38.42 R	154+01.72	SR 9/Roswell Rd
	22.77	S 6°30'03.7" E	
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd
	63.23	S 4°49'20.7" W	
DE10292	42.89 R	153+16.16	SR 9/Roswell Rd
	11.34	N 90°00'00.0" W	
1699	31.59 R	153+15.21	SR 9/Roswell Rd

REQD R/W = 3043.92 SF
REQD R/W = 0.070 ACRES
REMAINDER = +/- 1.9 ACRES

PARCEL 32 REQ'D TEMP. EASM'T DE20032

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd
	22.77	N 6°30'03.7" W	
DE10290	38.42 R	154+01.72	SR 9/Roswell Rd
	35.64	N 4°49'20.7" E	
DE10289	38.42 R	154+37.35	SR 9/Roswell Rd

ARC LENGTH = 132.45
CHORD BEAR = N 3°00'14.3" E
LNTH CHORD = 132.42
RADIUS = 1738.91
DEGREE = 3°17'41.7"

DE10288	39.26 R	155+66.84	SR 9/Roswell Rd
	58.42	N 5°38'22.0" E	
DE10287	45.50 R	156+23.52	SR 9/Roswell Rd

ARC LENGTH = 36.06
CHORD BEAR = N 2°02'31.8" W
LNTH CHORD = 36.06
RADIUS = 1745.50
DEGREE = 3°16'56.9"

DE10286	45.50 R	156+58.64	SR 9/Roswell Rd
	6.54	S 85°54'58.5" E	
DE20338	52.00 R	156+57.89	SR 9/Roswell Rd
	111.13	S 1°47'12.0" W	
DE20339	47.00 R	155+50.00	SR 9/Roswell Rd
	173.64	S 4°54'53.6" W	
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd

REQD EASMT = 1535.01 SF
REQD EASMT = 0.035 ACRES

7/31/2025 GRMPLN

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jonns Bridge Road
Peachtree Corners, Georgia 30092

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 28 OF 43

DRAWING No. 60-0028

Tax Parcel No.: 17-0093-0007-042-7

AFTER RECORDING, PLEASE RETURN TO:
The Law Firm of John W. Bell, P.C.
5 Concourse Parkway, Suite 3000
Atlanta, Georgia 30328

RIGHT OF WAY DEED

STATE OF GEORGIA
FULTON COUNTY

THIS INDENTURE is entered into the _____day of _____, 20____, between **FULTON COUNTY, a political subdivision of the State of Georgia,** hereinafter referred to as the "Grantor", and the **CITY OF SANDY SPRINGS, GEORGIA**, hereinafter referred to as the "Grantee".

WHEREAS, Grantee desires to obtain and Grantor desires to convey **3,043.92 square feet** of fee simple right-of-way upon and across Grantor's property, located in **Land Lot 93** of the **17th Land District** of Fulton County, Georgia, as is more particularly described and illustrated in **Exhibits "A" and "B"** attached hereto and incorporated herein by reference;

NOW THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR ($1.00), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell and convey to the Grantee, the fee simple right-of-way as described and illustrated in **Exhibits "A" and "B"** attached hereto and incorporated herein by reference.

THIS RIGHT OF WAY DEED shall bind the heirs and assigns of the undersigned party and shall inure to the benefit of the successors in title of the Grantee.

TO HAVE AND TO HOLD the said described premises with the said Grantee so that neither the Grantor nor any person or persons claiming under Grantor shall at any time claim or demand any right, title or interest in the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered this ____day of _____, 2026 in the presence of:

_____
Witness

_____
Notary Public

[Notarial Seal]

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

_____
Y. Soo Jo, County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION
PARCEL 32
FULTON COUNTY
5025 ROSWELL RD, SANDY SPRINGS, GA 30350
PIN: 17-009300070427

REQUIRED RIGHT OF WAY

ALL THAT TRACT or parcel of land lying and being in Land Lot 93 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point 31.59 feet right of and opposite station 153+15.21 on said construction centerline laid out for SR 9/Roswell Road.

THENCE northeasterly 349.27 feet along the arc of a curve (said curve having a radius of 2064.11 feet and a chord distance of 348.85 feet on a bearing of N 2°20'27.3" E) to the point 31.35 feet right of and opposite station 156+60.27 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 85°54'58.5" E a distance of 14.25 feet to a point 45.50 feet right of and opposite station 156+58.64 on said construction centerline laid out for SR 9/Roswell Road.

THENCE southeasterly 36.06 feet along the arc of a curve (said curve having a radius of 1745.50 feet and a chord distance of 36.06 feet on a bearing of S 2°02'31.8" E) to the point 45.50 feet right of and opposite station 156+23.52 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 5°38'22.0" W a distance of 58.42 feet to a point 39.26 feet right of and opposite station 155+66.84 on said construction centerline laid out for SR 9/Roswell Road.

THENCE southwesterly 132.45 feet along the arc of a curve (said curve having a radius of 1738.91 feet and a chord distance of 132.42 feet on a bearing of S 3°00'14.3" W) to the point 38.42 feet right of and opposite station 154+37.35 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 4°49'20.7" W a distance of 35.64 feet to a point 38.42 feet right of and opposite station 154+01.72 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 6°30'03.7" E a distance of 22.77 feet to a point 42.89 feet right of and opposite station 153+79.39 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 4°49'20.7" W a distance of 63.23 feet to a point 42.89 feet right of and opposite station 153+16.16 on said construction centerline laid out for SR 9/Roswell Road.

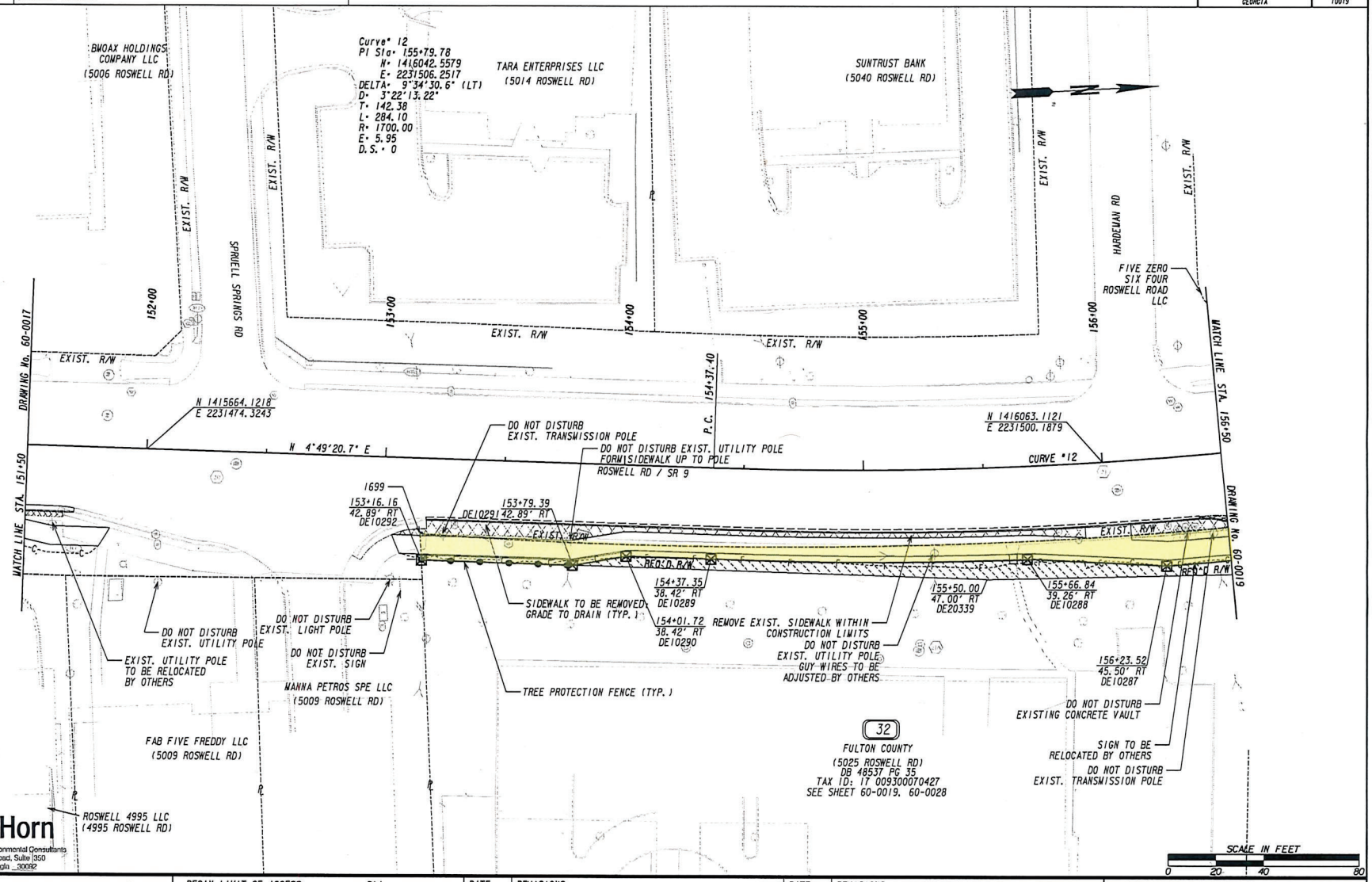
THENCE N 90°00'00.0" W a distance of 11.34 feet back to the point of beginning.

Said tract or parcel contains 3,043.92 SF or 0.070 acres more or less.

5/6/2026 | GPLOT-V8 | 00T0019_2_60-0018.dgn
Quinn.Tucker | gplotborder-V81-PD.tbl

SANDY SPRINGS GEORGIA | PROJECT NUMBER T0019

EXHIBIT "B"



Kimley»Horn
Engineering, Planning, and Environmental Consultants
3930 East Jones Bridge Road, Suite 350
Peachtree Corners, Georgia 30092

PROPERTY AND EXISTING R/W LINE	----------C----------
REQUIRED R/W LINE	----------
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA	
END LIMIT OF ACCESS.....ELA	
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 18 OF 43

DRAWING No. 60-0018

5/8/2026
Quinn.Tucker

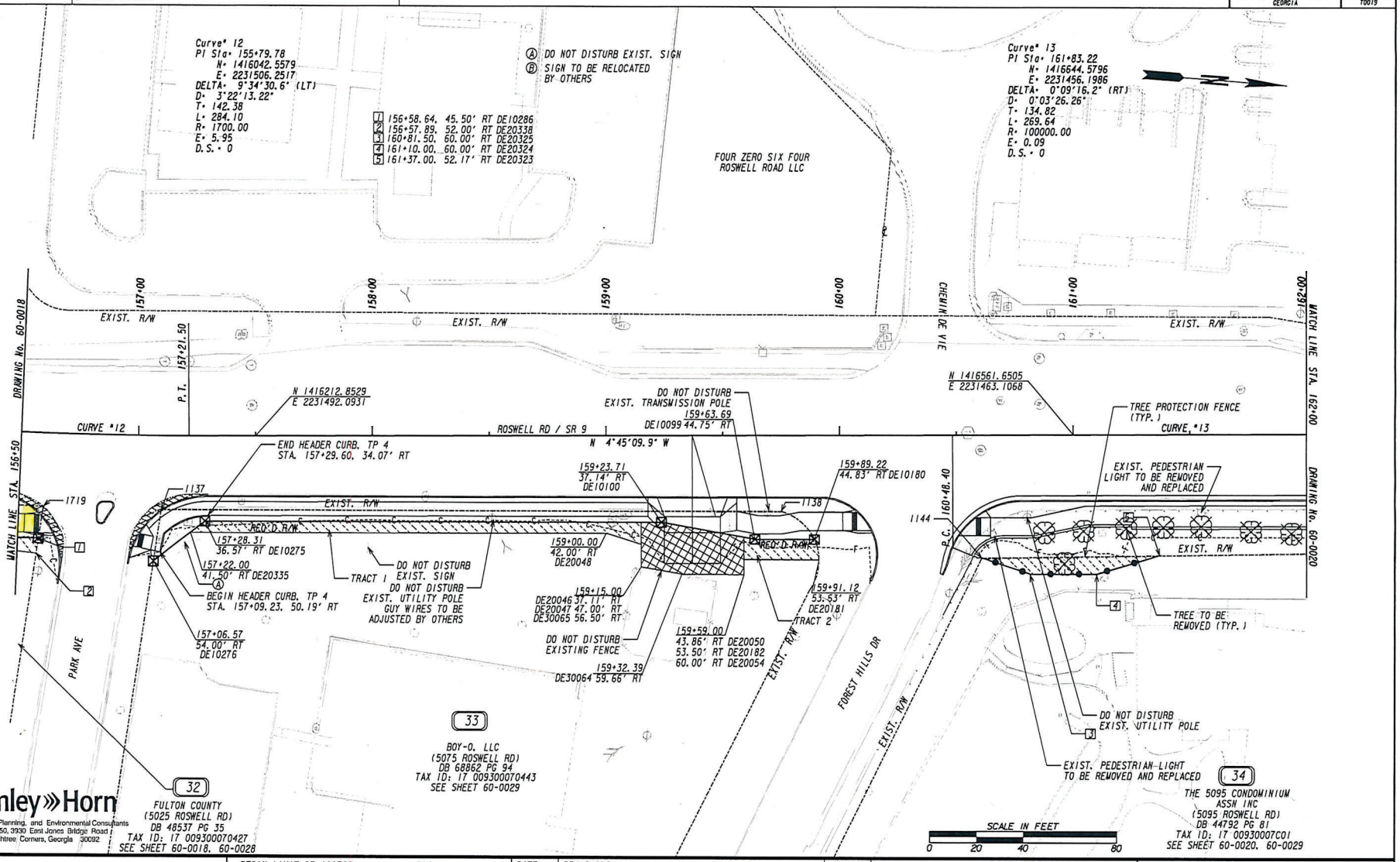
GPLOT-V8
aplotborder-v81-P0.tbl

007D019_2_60-0019.dgn

SANDY SPRINGS
GEORGIA

PROJECT NUMBER
T0019

EXHIBIT "B"



Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

PROPERTY AND EXISTING R/W LINE	----------E----------
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	--C--F--
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 19 OF 43

DRAWING No.
60-0019

5/8/2026 Quinn.Tucker | CPLOT-V8 | aplotborder-V81-PD.tbl | 0010019_2_60-0028.dgn | GRAPLN | SANDY SPRINGS GEORGIA | PROJECT NUMBER T0019

EXHIBIT "B"

PARCEL 29 REQ'D R/W DE10029

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1122	31.35 R	149+06.26	SR 9/Roswell Rd
	159.86	N 4°58'32.3" E	
DE10074	31.78 R	150+66.12	SR 9/Roswell Rd
	2.83	S 89°26'20.1" E	
DE10263	34.60 R	150+66.33	SR 9/Roswell Rd
	48.48	S 4°54'25.4" W	
DE10269	34.53 R	150+17.85	SR 9/Roswell Rd
	76.97	S 4°07'33.8" W	
DE10270	35.46 R	149+40.89	SR 9/Roswell Rd
	5.79	S 85°48'05.1" E	
DE10271	41.25 R	149+40.95	SR 9/Roswell Rd
	8.49	S 4°01'15.1" W	
DE10272	41.37 R	149+32.46	SR 9/Roswell Rd

ARC LENGTH = 15.26
CHORD BEAR = S 50°16'53.5" E
LNTH CHORD = 14.26
RADIUS = 12.00
DEGREE = 477°27'53.4"

DE10274	53.06 R	149+24.31	SR 9/Roswell Rd
	16.47	N 69°54'03.7" E	
DE10267	68.00 R	149+31.25	SR 9/Roswell Rd
	6.67	S 12°37'43.3" E	
DE10268	70.00 R	149+24.88	SR 9/Roswell Rd
	42.91	S 69°05'48.1" W	
1122	31.35 R	149+06.26	SR 9/Roswell Rd

REQD R/W = 1035.15 SF
REQD R/W = 0.024 ACRES
REMAINDER = +/- 0.54 ACRES

PARCEL 29 REQ'D DRWY. EASM'T. DE30029

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30217	34.53 R	150+21.38	SR 9/Roswell Rd
	34.62	N 4°54'25.4" E	
DE30218	34.58 R	150+56.00	SR 9/Roswell Rd
	15.42	S 85°10'39.3" E	
DE30062	50.00 R	150+56.00	SR 9/Roswell Rd
	34.62	S 4°49'20.7" W	
DE30198	50.00 R	150+21.38	SR 9/Roswell Rd
	15.47	N 85°09'53.2" W	
DE30217	34.53 R	150+21.38	SR 9/Roswell Rd

REQD EASMT = 534.67 SF
REQD EASMT = 0.012 ACRES

PARCEL 32 REQ'D R/W DE10032

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1699	31.59 R	153+15.21	SR 9/Roswell Rd

ARC LENGTH = 349.27
CHORD BEAR = N 2°20'27.3" E
LNTH CHORD = 348.85
RADIUS = 2064.11
DEGREE = 2°46'32.9"

1719	31.35 R	156+60.27	SR 9/Roswell Rd
	14.25	S 85°54'58.5" E	
DE10286	45.50 R	156+58.64	SR 9/Roswell Rd

ARC LENGTH = 36.06
CHORD BEAR = S 2°02'31.8" E
LNTH CHORD = 36.06
RADIUS = 1745.50
DEGREE = 3°16'56.9"

DE10287	45.50 R	156+23.52	SR 9/Roswell Rd
	58.42	S 5°38'22.0" W	
DE10288	39.26 R	155+66.84	SR 9/Roswell Rd

ARC LENGTH = 132.45
CHORD BEAR = S 3°00'14.3" W
LNTH CHORD = 132.42
RADIUS = 1738.91
DEGREE = 3°17'41.7"

DE10289	38.42 R	154+37.35	SR 9/Roswell Rd
	35.64	S 4°49'20.7" W	
DE10290	38.42 R	154+01.72	SR 9/Roswell Rd
	22.77	S 6°30'03.7" E	
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd
	63.23	S 4°49'20.7" W	
DE10292	42.89 R	153+16.16	SR 9/Roswell Rd
	11.34	N 90°00'00.0" W	
1699	31.59 R	153+15.21	SR 9/Roswell Rd

REQD R/W = 3043.92 SF
REQD R/W = 0.070 ACRES
REMAINDER = +/- 1.9 ACRES

PARCEL 32 REQ'D TEMP. EASM'T DE20032

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd
	22.77	N 6°30'03.7" W	
DE10290	38.42 R	154+01.72	SR 9/Roswell Rd
	35.64	N 4°49'20.7" E	
DE10289	38.42 R	154+37.35	SR 9/Roswell Rd

ARC LENGTH = 132.45
CHORD BEAR = N 3°00'14.3" E
LNTH CHORD = 132.42
RADIUS = 1738.91
DEGREE = 3°17'41.7"

DE10288	39.26 R	155+66.84	SR 9/Roswell Rd
	58.42	N 5°38'22.0" E	
DE10287	45.50 R	156+23.52	SR 9/Roswell Rd

ARC LENGTH = 36.06
CHORD BEAR = N 2°02'31.8" W
LNTH CHORD = 36.06
RADIUS = 1745.50
DEGREE = 3°16'56.9"

DE10286	45.50 R	156+58.64	SR 9/Roswell Rd
	6.54	S 85°54'58.5" E	
DE20338	52.00 R	156+57.89	SR 9/Roswell Rd
	111.13	S 1°47'12.0" W	
DE20339	47.00 R	155+50.00	SR 9/Roswell Rd
	173.64	S 4°54'53.6" W	
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd

REQD EASMT = 1535.01 SF
REQD EASMT = 0.035 ACRES

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 28 OF 43

DRAWING No. 60-0028

7/31/2015 GRAPLN

Tax Parcel No.: 17-0093-0007-042-7

AFTER RECORDING, PLEASE RETURN TO:
The Law Firm of John W. Bell, P.C.
5 Concourse Parkway, Suite 3000
Atlanta, Georgia 30328

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FULTON COUNTY

THIS EASEMENT is made and executed the _____ day of _____, 20_____.

WHEREAS, the City of Sandy Springs in the County of Fulton, Georgia desires to make certain transit and streetscape improvements along Roswell Road in connection with a project designated as Project No. T0019;

NOW, THEREFORE, for value received, **FULTON COUNTY, a political subdivision of the State of Georgia,** hereinafter referred to as the "Grantor", does hereby grant a Temporary Construction Easement to the **CITY OF SANDY SPRINGS, GEORGIA**, hereinafter referred to as the "City", for the right to execute certain construction over and upon City's land abutting on and adjacent to the City's right of way in such manner as the City may deem proper to support or accommodate the improvements of said project. The easement areas are described in Exhibit "A" and shown on the plat labeled Exhibit "B", both of which are attached hereto and incorporated herein by reference. Any slopes will remain in place, and the City will cease to maintain the slopes upon completion and final acceptance of the project by the City of Sandy Springs Public Works Department.

The Temporary Construction Easement granted herein shall commence upon use of this Easement for construction of the Roswell Road Transit and Streetscape Improvements Project, and it shall terminate two years from commencement or upon the completion and final acceptance of the Roswell Road Transit and Streetscape Improvements Project, whichever date shall first occur.

The Temporary Construction Easement granted herein shall bind the heirs and assigns of the undersigned party and shall inure to the benefit of the successors in title of the City.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered this ____day of _____, 2026 in the presence of:

_____
Witness

_____
Notary Public

[Notarial Seal]

FULTON COUNTY, a political subdivision of the State of Georgia

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

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

_____
Y. Soo Jo, County Attorney

LEGAL DESCRIPTION
PARCEL 32
FULTON COUNTY
5025 ROSWELL RD, SANDY SPRINGS, GA 30342
PIN: 17 009300070427

REQUIRED TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 93 of the 17th District, City of Sandy Springs, Fulton County, Georgia and being more particularly described as follows:

COMMENCING at a point 42.89 feet right of and opposite station 153+79.39 on said construction centerline laid out for SR 9/Roswell Road.

THENCE N 6°30'03.7" W a distance of 22.77 feet to a point 38.42 feet right of and opposite station 154+01.72 on said construction centerline laid out for SR 9/Roswell Road.

THENCE N 4°49'20.7" E a distance of 35.64 feet to a point 38.42 feet right of and opposite station 154+37.35 on said construction centerline laid out for SR 9/Roswell Road.

THENCE northeasterly 132.45 feet along the arc of a curve (said curve having a radius of 1738.91 feet and a chord distance of 132.42 feet on a bearing of N 3°00'14.3" E) to the point 39.26 feet right of and opposite station 155+66.84 on said construction centerline laid out for SR 9/Roswell Road.

THENCE N 5°38'22.0" E a distance of 58.42 feet to a point 45.50 feet right of and opposite station 156+23.52 on said construction centerline laid out for SR 9/Roswell Road.

THENCE northwesterly 36.06 feet along the arc of a curve (said curve having a radius of 1745.50 feet and a chord distance of 36.06 feet on a bearing of N 2°02'31.8" W) to the point 45.50 feet right of and opposite station 156+58.64 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 85°54'58.5" E a distance of 6.54 feet to a point 52.00 feet right of and opposite station 156+57.89 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 1°47'12.0" W a distance of 111.13 feet to a point 47.00 feet right of and opposite station 155+50.00 on said construction centerline laid out for SR 9/Roswell Road.

THENCE S 4°54'53.6" W a distance of 173.64 feet back to the point of beginning.

Said tract or parcel contains 1535.01 SF or 0.035 acres more or less.

EXHIBIT "B"

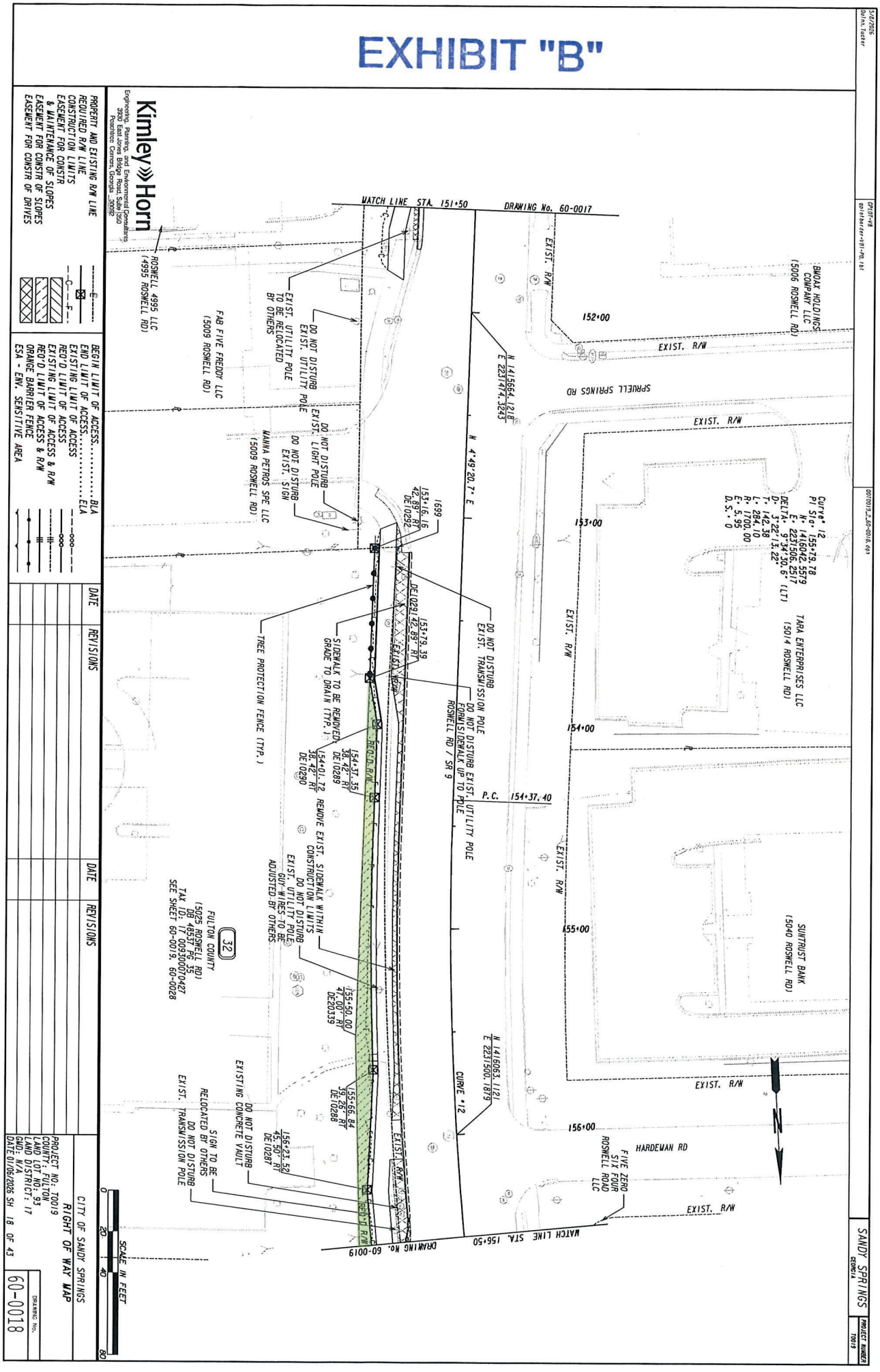

Kimley»Horn
Engineering, Planning, and Environmental Consulting
3930 East Jones Bridge Road, Suite 200
Peachtree Corners, Georgia 30092
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
DATE
REVISIONS
DATE
REVISIONS
CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: TOO19
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 18 OF 43
DRAWING No.
60-0018
SCALE IN FEET
0 20 40 80
SANDY SPRINGS GEORGIA
PROJECT NUMBER TOO19
MATCH LINE STA. 151+50
DRAWING No. 60-0017
MATCH LINE STA. 156+50
DRAWING No. 60-0019
ROSWELL 4995 LLC (4995 ROSWELL RD)
FAB FIVE FREDDY LLC (5009 ROSWELL RD)
MAMA PETROS SPE LLC (5009 ROSWELL RD)
BMOAX HOLDINGS COMPANY LLC (5006 ROSWELL RD)
TARA ENTERPRISES LLC (5014 ROSWELL RD)
SUNTRUST BANK (5040 ROSWELL RD)
FIVE ZERO FOUR SIX ROAD LLC
FULTON COUNTY (5025 ROSWELL RD) DB 48537 PG 35 TAX ID: 17 009300070427 SEE SHEET 60-0019, 60-0028
SPRUELL SPRINGS RD
HARDEMAN RD
ROSWELL RD / SR 9
EXIST. R/W
N 1415664.1218 E 2231474.3243
N 4°49'20.7" E
Curve 12 PI Sta. 155+79.78 N: 1416042.5579 E: 2231506.2517 DELTA: 9°34'30.6" (LT) D: 3°22'13.22" T: 142.38 L: 284.10 R: 1700.00 E: 5.95 D.S.: 0
N 1416063.1121 E 2231500.1879
CURVE 12
P.C. 154+37.40
153+16.16 42.89' RT DE10282
153+79.39 42.89' RT DE10284
154+37.35 38.42' RT DE10289
154+01.72 38.42' RT DE10290
155+50.00 47.00' RT DE20339
155+66.84 39.26' RT DE10288
156+23.52 45.50' RT DE10287
DO NOT DISTURB EXIST. UTILITY POLE
DO NOT DISTURB EXIST. LIGHT POLE
DO NOT DISTURB EXIST. SIGN
DO NOT DISTURB EXIST. TRANSMISSION POLE
DO NOT DISTURB EXIST. UTILITY POLE FOR SIDEWALK UP TO POLE
EXIST. UTILITY POLE TO BE RELOCATED BY OTHERS
SIDEWALK TO BE REMOVED GRADE TO DRAIN (TYP.)
TREE PROTECTION FENCE (TYP.)
REMOVE EXIST. SIDEWALK WITHIN CONSTRUCTION LIMITS
EXIST. UTILITY POLE GUY WIRES TO BE ADJUSTED BY OTHERS
EXISTING CONCRETE VAULT DO NOT DISTURB
SIGN TO BE RELOCATED BY OTHERS
EXIST. TRANSMISSION POLE DO NOT DISTURB
REQ'D R/W
EXIST. R/W

EXHIBIT "B"

5/8/2026
Quinn.Tucker

GPLOT-V8
gp1ot4x4er-V81-PRL1b1

DRTR013_2_60-0018.dwg

SANDY SPRINGS
GEORGIA

PROJECT NUMBER
TO019

Kimley»Horn
Engineering, Planning and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS

DATE	REVISIONS

SCALE IN FEET
0 20 40 80

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP

PROJECT NO: TO019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 19 OF 43

DRAWING No.
60-0019

5/8/2026 Quinn.Tucker	CPLOT-V8 aplotborder-V81-PD.tbl	0OT0019_2_60-0026.dgn GRMPLN	SANDY SPRINGS GEORGIA	PROJECT NUMBER T0019

EXHIBIT "B"

PARCEL 29 REQ'D R/W DE10029

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1122	31.35 R	149+06.26	SR 9/Roswell Rd
	159.86	N 4°58'32.3" E	
DE10074	31.78 R	150+66.12	SR 9/Roswell Rd
	2.83	S 89°26'20.1" E	
DE10263	34.60 R	150+66.33	SR 9/Roswell Rd
	48.48	S 4°54'25.4" W	
DE10269	34.53 R	150+17.85	SR 9/Roswell Rd
	76.97	S 4°07'33.8" W	
DE10270	35.46 R	149+40.89	SR 9/Roswell Rd
	5.79	S 85°48'05.1" E	
DE10271	41.25 R	149+40.95	SR 9/Roswell Rd
	8.49	S 4°01'15.1" W	
DE10272	41.37 R	149+32.46	SR 9/Roswell Rd

ARC LENGTH = 15.26
CHORD BEAR = S 50°16'53.5" E
LNTH CHORD = 14.26
RADIUS = 12.00
DEGREE = 477°27'53.4"

DE10274	53.06 R	149+24.31	SR 9/Roswell Rd
	16.47	N 69°54'03.7" E	
DE10267	68.00 R	149+31.25	SR 9/Roswell Rd
	6.67	S 12°37'43.3" E	
DE10268	70.00 R	149+24.88	SR 9/Roswell Rd
	42.91	S 69°05'48.1" W	
1122	31.35 R	149+06.26	SR 9/Roswell Rd

REQD R/W = 1035.15 SF
REQD R/W = 0.024 ACRES
REMAINDER = +/- 0.54 ACRES

PARCEL 29 REQ'D DRWY. EASM'T. DE30029

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE30217	34.53 R	150+21.38	SR 9/Roswell Rd
	34.62	N 4°54'25.4" E	
DE30218	34.58 R	150+56.00	SR 9/Roswell Rd
	15.42	S 85°10'39.3" E	
DE30062	50.00 R	150+56.00	SR 9/Roswell Rd
	34.62	S 4°49'20.7" W	
DE30198	50.00 R	150+21.38	SR 9/Roswell Rd
	15.47	N 85°09'53.2" W	
DE30217	34.53 R	150+21.38	SR 9/Roswell Rd

REQD EASMT = 534.67 SF
REQD EASMT = 0.012 ACRES

PARCEL 32 REQ'D R/W DE10032

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1699	31.59 R	153+15.21	SR 9/Roswell Rd

ARC LENGTH = 349.27
CHORD BEAR = N 2°20'27.3" E
LNTH CHORD = 348.85
RADIUS = 2064.11
DEGREE = 2°46'32.9"

1719	31.35 R	156+60.27	SR 9/Roswell Rd
	14.25	S 85°54'58.5" E	
DE10286	45.50 R	156+58.64	SR 9/Roswell Rd

ARC LENGTH = 36.06
CHORD BEAR = S 2°02'31.8" E
LNTH CHORD = 36.06
RADIUS = 1745.50
DEGREE = 3°16'56.9"

DE10287	45.50 R	156+23.52	SR 9/Roswell Rd
	58.42	S 5°38'22.0" W	
DE10288	39.26 R	155+66.84	SR 9/Roswell Rd

ARC LENGTH = 132.45
CHORD BEAR = S 3°00'14.3" W
LNTH CHORD = 132.42
RADIUS = 1738.91
DEGREE = 3°17'41.7"

DE10289	38.42 R	154+37.35	SR 9/Roswell Rd
	35.64	S 4°49'20.7" W	
DE10290	38.42 R	154+01.72	SR 9/Roswell Rd
	22.77	S 6°30'03.7" E	
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd
	63.23	S 4°49'20.7" W	
DE10292	42.89 R	153+16.16	SR 9/Roswell Rd
	11.34	N 90°00'00.0" W	
1699	31.59 R	153+15.21	SR 9/Roswell Rd

REQD R/W = 3043.92 SF
REQD R/W = 0.070 ACRES
REMAINDER = +/- 1.9 ACRES

PARCEL 32 REQ'D TEMP. EASM'T DE20032

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd
	22.77	N 6°30'03.7" W	
DE10290	38.42 R	154+01.72	SR 9/Roswell Rd
	35.64	N 4°49'20.7" E	
DE10289	38.42 R	154+37.35	SR 9/Roswell Rd

ARC LENGTH = 132.45
CHORD BEAR = N 3°00'14.3" E
LNTH CHORD = 132.42
RADIUS = 1738.91
DEGREE = 3°17'41.7"

DE10288	39.26 R	155+66.84	SR 9/Roswell Rd
	58.42	N 5°38'22.0" E	
DE10287	45.50 R	156+23.52	SR 9/Roswell Rd

ARC LENGTH = 36.06
CHORD BEAR = N 2°02'31.8" W
LNTH CHORD = 36.06
RADIUS = 1745.50
DEGREE = 3°16'56.9"

DE10286	45.50 R	156+58.64	SR 9/Roswell Rd
	6.54	S 85°54'58.5" E	
DE20338	52.00 R	156+57.89	SR 9/Roswell Rd
	111.13	S 1°47'12.0" W	
DE20339	47.00 R	155+50.00	SR 9/Roswell Rd
	173.64	S 4°54'53.6" W	
DE10291	42.89 R	153+79.39	SR 9/Roswell Rd

REQD EASMT = 1535.01 SF
REQD EASMT = 0.035 ACRES

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 350, 3930 East Jones Bridge Road
Peachtree Corners, Georgia 30092

DATE	REVISIONS	DATE	REVISIONS

CITY OF SANDY SPRINGS
RIGHT OF WAY MAP
PROJECT NO: T0019
COUNTY: FULTON
LAND LOT NO: 93
LAND DISTRICT: 17
GMD: N/A
DATE 01/06/2026 SH 28 OF 43

DRAWING No. 60-0028

7/31/2015 GRMPLN

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0385 **Meeting Date:** 7/15/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Ratification of June 2026 Grants Activity Report.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Grants Policy A(10): All grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners' First and Second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

The Fulton County June 2026 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARIZES grants submitted/pending and awarded for the period June 1, 2026 - June 30, 2026.

Fulton County departments report on the following grants activity:

- Applications Submitted/Pending: _5_ ($5,269,208.29 + $52,720.01Cash Match)
- Applications Awarded: __2__ ($1,932,724.51 + $219,362.00 Cash Match)

The following Strategic Priority Areas are Impacted by June 2026 grant applications:

- Justice and Safety
- Health and Human Services

The Fulton County June 2026 Grants Activity Report (GAR)-Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through June 30, 2026. Fulton County departments report on the following grants activity:

- Total Applications Submitted/Pending: _33 ($61,962,329.29 + $52,720.01 Cash Match)
- Total Applications Awarded: 18_($10,557,888.43 + $623,202.50 Cash Match)
- Total Grant Applications Denied: _0__ (0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the June 2026 Grants Activity Report (GAR).

FULTON COUNTY FY2026
GRANTS ACTIVITY REPORT
June 2026

Presented to:
Fulton County Board of Commissioners
Wednesday, July 15, 2026

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

June1, 2026 - June 30, 2026

Exhibit 1 lists by Strategic Goal grants that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2026 June 2026 Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded June 1, 2026 Through June 30, 2026 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
JUSTICE AND SAFETY							
Superior Court Clerk	Georgia Department of Human Services	Child Support Grant	Request approval to apply and accept a repeat grant from the Georgia Department of Human Services in the amount of $97,259.56. Funds will be used to cover staff salaries and benefits. Staff will provide administrative support relating to child support cases for Fulton County Superior Court Clerk. There is a required cash match of $33,068.25, which is within the department's FY26 budget. The grant period is from July 1, 2026, through June 30, 2027. Cash Match: $33,068.25	$ 97,259.56	$ 33,068.25	Pending	$ 94,469.12
Sheriff	U.S. Department of Justice	Justice Reinvestment Initiative	Request approval to apply and accept a new grant from the U.S. Department of Justice in the amount of $3,834,712.91 to provide operational support that reduces crime and recidivism for the Fulton County Sheriff Office Reentry Program. The grant period is from October 1, 2026, through October 31, 2029. No County Cash Match	$ 3,834,712.91	$ -	Pending	$ -
Sheriff	U.S. Department of Justice	State Criminal Aliens Assistance Grant	Request approval to apply and accept a repeat grant from the U.S. Department of Justice in the amount of $150,000.00 to cover salaries and benefits for correctional officers that provide services for incarcerated undocumented criminal aliens with at least 1 (one) felony or 2 (two) misdemeanor convictions for violations of state and local law and incarcerated for at least 4 (four) consecutive days. The grant period is from October 1, 2026, through September 30, 2029. No County Cash Match	$ 150,000.00	$ -	Pending	$ 72,409.00
			Subtotal:	**$ 4,081,972.47**	**$ 33,068.25**		
HEALTH AND HUMAN SERVICES							
Community Development	U.S. Housing and Urban Development (HUD)	Community Development Block Grant (CDBG)	Request approval to accept a repeat grant from the U. S. Department of Housing and Urban Development (HUD) in the amount of $1,333,423.00 to support eligible, projects and activities, which assist low to moderate income communities, and will be administered by subrecipients and municipalities under the Fulton County Cooperative Agreement. The grant period is from January 1, 2026, through December 31, 2034. No County Cash Match	$ 1,333,423.00	$ -	Awarded	$1,254,161.00
Community Development	U.S. Housing and Urban Development (HUD)	HOME Investment Partnerships Program (HOME)	Request approval to accept a repeat grant from the U. S. Department of Housing and Urban Development (HUD) in the amount of $599,301.51 to support eligible affordable housing activities, which assist low to moderate income individuals and families within Fulton County. There is a required match of $219,362.00, which is within the departments FY26 budget. The grant period is from October 1, 2026, through September 30, 2034. County Cash Match: $219,362.00	$ 599,301.51	$ 219,362.00	Awarded	$ 590,862.29
Behavioral Health and Developmental Disabilities	Georgia Department of Behavioral Heath and Developmental Disabilities	Permanent Supportive Housing	Request approval to apply and accept a repeat grant from Georgia Department of Behavioral Health and Developmental Disabilities in the amount of $500,000.00 to provide permanent supportive housing services for eligible Fulton County citizens who transition from homelessness to housing, develop service plans, in-home visits and referrals to ensure housing stability. The grant period is from July 1, 2026, through June 30, 2027 No County Cash Match	$ 500,000.00	$ -	Pending	
Senior Services	Georgia Department of Human Services	Georgia Department of Human Services - Coordinated Transportation	Request approval to apply and accept a repeat grant from Georgia Department of Human Services in the amount of $687,235.82 to provide Senior Services Transportation to eligible Fulton County seniors to Neighborhood Senior Services, participants of Fulton County Behavioral Health Training Centers and subscription trips. There is a required match of $19,651.76, which is within the departments FY26 budget. The grant period is from July 1, 2026, through June 30, 2027. County Cash Match: $19,651.17	$ 687,235.82	$ 19,651.76	Pending	$ 687,235.82
			Subtotal:	**$ 3,119,960.33**	**$ 239,013.76**		
ARTS AND LIBRARIES							

EXHIBIT 1: BOARD GRANTS RATIFICATION SUMMARY

Fulton County FY2026 June 2026 Grants Activity Report

Exhibit 1 lists by Strategic Goal grant applications that require BOC ratification. Per the Fulton County Grants Policy approved 3/2/2016, Section A(10), "all grant applications and awards must be presented via the Grants Activity Report on the Consent Agenda during the Board of Commissioners second meetings of the month. The Board of Commissioners shall utilize the Grants Activity Report to ratify the submission of all grant applications and acceptance of all grant funding."

Grant Applications Submitted and/or Awarded June 1, 2026 Through June 30, 2026 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status	Previous Award from Grantor
INFRASTRUCTURE AND ECONOMIC DEVELOPMENT							
			Subtotal:	$ -	$ -		
OPEN AND RESPONSIBLE GOVERNMENT							
REGIONAL LEADERSHIP							
			TOTAL:	$ 7,201,932.80	$ 272,082.01		

FULTON COUNTY

Exhibit 2: All Grants Activity

Cumulative Through June 30, 2026

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.
Total grants broken out by grants still pending, grants awarded, and grants denied.
Grants awarded broken out by new vs. renewal and competitive vs formula.

EXHIBIT 2: ALL GRANTS ACTIVITY

CUMULATIVE & CURRENT PERIOD (AS OF June 30, 2026)

Exhibit 2 shows, for all grant-active departments, the cumulative grants activity and the current period grants activity.
Total grants broken out by grants still pending, grants awarded, and grants denied. Grants awarded broken out by new vs. renewal and competitive vs formula.

ALL GRANTS ACTIVITY						
All Grants	**Prior Period Grants**	**Prior Period Funds**	**Current Period Grants: 6/1/2026-6/30/2026**	**Current Period Funds: 6/1/2026-6/30/2026**	**Cumulative Total Grants**	**Cumulative Total Funds**
Grants Pending^	28	$ 56,693,121.00	5	$ 5,269,208.29	**33**	$ 61,962,329.29
Grants Awarded	**16**	$ 8,625,163.92	**2**	$ 1,932,724.51	**18**	**$ 10,557,888.43**
Grants Denied	0	$ -	0	$ -	0	$ -
Cash Match Requested-2026	-	$ 403,840.50	-	$ 272,082.01	-	$ 675,922.51
Total:	**44**	**$ 65,722,125.42**	**7**	**$ 7,474,014.81**	**51**	**$ 73,196,140.23**

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	**Prior Period Grants**	**Prior Period Funds**	**Current Period Grants: 6/1/2026-6/30/2026**	**Current Period Funds: 6/1/2026-6/30/2026**	**Cumulative Total Grants**	**Cumulative Total Funds**
New Grant Awards	5	$ 3,196,395.74	0	$ -	5	$ 3,196,395.74
Renewal/Repeat Grant Awards	11	$ 5,428,768.18	2	$ 1,932,724.51	13	$ 7,361,492.69
Total:	**16**	**$ 8,625,163.92**	**2**	**$ 1,932,724.51**	**18**	**$ 10,557,888.43**

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	**Prior Period Grants**	**Prior Period Funds**	**Current Period Grants: 6/1/2026-6/30/2026**	**Current Period Funds: 6/1/2026-6/30/2026**	**Cumulative Total Grants**	**Cumulative Total Funds**
Competitive Grant Awards*	7	$ 3,276,499.53	0	$ -	7	$ 3,276,499.53
Formula Grant Awards^^	9	$ 5,348,664.39	2	$ 1,932,724.51	11	$ 7,281,388.90
Total:	**16**	**$ 8,625,163.92**	**2**	**$ 1,932,724.51**	**18**	**$ 10,557,888.43**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0386 **Meeting Date:** 7/15/2026

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

Request approval of a Resolution by the Board of Commissioners to authorize the adoption and submittal of the 2026 HUD Annual Action Plan which will allow the county to secure federal funds for projects and services that support low- and moderate-income citizens. The funding includes $1,333,423.00 from the Community Development Block Grant (CDBG) and $599,301.51 from the HOME Investment Partnership (HOME). A Fulton County general fund match is not required for the CDBG Program. Fulton County uses its general funds to support the required 25% match for the HOME program.

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

In accordance with GA CONST Art. 9, § 2, ¶ I, the BOC has home rule governing authority which provides that the "governing authority of each county shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which is not inconsistent with this Constitution or any local law applicable thereto."

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

Health and Human Services

Commission Districts Affected

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

Is this a purchasing item?

No

Summary & Background

The Annual Action Plan summarizes how the department will allocate HUD funding to support housing stability, community development, and services for vulnerable residents. It provides a roadmap for targeted investments and aligns with long term goals established through our Consolidated Plan.

-

Fulton County received official notification on April 11, 2026, from the U.S. Department of Housing and Urban Development (HUD), confirming its 2026 funding allocations: $1,333,423 through the Community Development Block Grant Program (CDBG) and $599,301.51 through the HOME Investment Partnership Program (HOME).

The Chairman of the Fulton County Board of Commissioners is authorized to disburse all CDBG and HOME grant funds for the purpose of implementing and aiding programs; and to execute, on behalf of Fulton County, all supplemental intergovernmental agreements, contracts, and related documents, as necessary and consistent with these programs and program amendments as approved by the Board of Commissioners.

I. CDBG

CDBG proposes utilizing the 2026 funding allocation to support eligible projects and activities, which assist low to moderate income communities, and are administered by subrecipients and municipalities under the Fulton County Cooperative Agreement.

- A 2-year grant application was released to municipalities on September 18, 2025.
- A virtual CDBG application technical assistance (TA) workshop was held on October 2, 2025.
- GY2026 budget for CDBG is $1,333,423

2026 CDBG Proposed Budget and Activity Funding ($1,333,423)

CDBG Budget Area	Activity	CDBG Proposed Funds Amount
Program Administration	Requirements to administer CDBG Program	$193,423
Housing Rehabilitation	Housing Rehabilitation Service Delivery	$250,000
College Park	Badgett Stadium Complex Improvements	$130,000
East Point	Water main Initiative-West Hamilton Phase II	$195,000
Fairburn	West Campbellton Pedestrian Improvements	$195,000
Hapeville	John Lewis Memorial Park Improvements- Phase I	$90,000
Palmetto	Fayetteville Church & Johnson Road Lift Station Improvements	$110,000
Union City	Shannon Parkway Park Phase III	$170,000

CDBG Total		$1,333,423

II. HOME

HOME proposes to utilize the 2026 funding allocation to support eligible affordable housing activities, which assist low to moderate income individuals and families.

- FY 2026 HOME budget total is $599,301.51

2026 HOME Proposed Budget and Activity Funding ($599,301.51)

HOME Budget Area	Description	HOME Funds Amount
Program Administration	Requirements to administer the HOME program.	$59,930.15
Home Ownership Program (HOP)	Down Payment and closing cost assistance for 1st home buyers in Fulton County.	$118,000
Tenant Based Rental Assistance	Rental Assistance for low and moderate-income renters.	$331,476.13
Community Housing Development Organizations (CHDOs)	HUD-required set aside for eligible nonprofit developments for CHDO related activities	$89,895.23
HOME Total		$599,301.51

Community Impact: HUD CDBG and HOME Entitlement funding will help to enhance the quality of life for residents by providing needed housing and services to benefit low and moderate-income Fulton County residents.

Department Recommendation: Approve the requested action.

Project Implications: Approval of the Action Plan will allow the Department of Community Development to use federal funds to provide assistance to individuals and families and make needed infrastructure and park improvements.

Community Issues/Concerns: Public hearings were held on December 16, 2025, and February 23, 2026. There were no community concerns identified.

Department Issues/Concerns: If the 2026 Annual Action Plan is not approved, it will adversely impact the scope and range of services the County is able to provide to low and moderately low-income residents in Fulton County.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 6, 2026

Mr. Robb Pitts
Chairperson
141 Pryor St SW Ste 10001
Atlanta, GA 30303

Dear Mr. Robb Pitts,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that your jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) $1,333,423.00

HOME Investment Partnerships Program (HOME) $599,301.51

Emergency Solutions Grants (ESG) $ 0.00

Housing Opportunities for Persons With AIDS (HOPWA) $ 0.00

Recovery Housing Program (RHP) $ 0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with $6,667,115.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office in Atlanta, GA or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,



Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development

2026 ACTION PLAN

Community Development Block Grant
HOME Investment Partnerships Program-

February 23, 2026

FULTON COUNTY

AGENDA

- Present overview on the 2025 Consolidated Plan
- 2026 Annual Action Plan Proposed Projects

CP & AAP PROCESS

Stakeholder Consultation
Local government, public and private agencies, housing authority, etc.

Housing Market Analysis
Utilize quantifiable data, stakeholder input, and citizen participation to develop this section

Housing and Homeless Needs Assessment
Utilize quantifiable data, stakeholder input, and citizen participation to develop this section

Strategic Plan
Priorities for 2025-2029

FY 2025-2029 CONSOLIDATED PLAN GOALS

Increase Access to/Quality of Affordable Housing

- Support the development and preservation of rental housing
- Support development of for-sale housing units affordable to low- and moderate-income households and persons with disabilities
- Increase the number of first-time homebuyers through down payment and closing cost assistance
- Provide Tenant Based Rental Assistance – HOME

Provide Public Services

- Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations
- Provide Fair Housing Education and Outreach

FY 2025-2029 CONSOLIDATED PLAN GOALS

Public Facility Improvements

- Provide improvements to community centers, non-profit service provider facilities in income-eligible areas.
- Park and recreation improvements
- Demolition of unsafe structures

Public Infrastructure Improvements

- Fund infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements.

2026 ALLOCATIONS

These figures are used as estimates for planning purposes and are based on 2025 allocations

CDBG: $ 1,210,000

HOME: $590,000

CDBG PROJECT ALLOCATIONS

PUBLIC FACILITY IMPROVEMENTS

College Park: Badgett Stadium Complex Rehabilitation
CDBG: $120,000
Construction, rehabilitation, or installation of public facility improvements to Badgett stadium complex for energy efficient environment installation of HVAC system and windows

Hapeville: John Lewis Memorial Park Improvements
Project will consist of installation of new playground equipment at the John R. Lewis Memorial Park.
CDBG: $90,000

Union City: Shannon Parkway Phase III
CDBG: $150,000
Project involves creation of open green space that will create a generous collective landscape for community to gather, recreate and enjoy a natural environment. Project will serve as the second segment of union station greenway trail. Features include play area, pavilion, restrooms, boardwalks, parking and related infrastructure.

INFRASTRUCTURE IMPROVEMENTS

East Point: Water Main Infrastructure Replacement Initiative
CDBG: $185,000
Project will upgrade undersized water mains along W. Hamilton

Fairburn: West Campbellton Street Pedestrian Improvements
CDBG: $185,000
Project includes demolition of existing curb, gutter and installation of sidewalk with ADA handicap ramps on both sides of West Campbellton Street, from Mullis Street to Magaret Street

Palmetto: Fayetteville/Church and Johnson Road Lift Station Improvements
CDBG: $110,000
Lift Station Upgrades to correct brittle panes, failing relay sockets, corroded wiring connections, improper seal against hydrogen sulfide gas and aging motor starters

HOUSING REHABILITATION AND ADMINISTRATION

2026 CDBG Housing Rehabilitation
CDBG: $190,000
Funds used to make code-related improvements to housing owned and occupied by seniors.

2026 CDBG Program Administration
CDBG: $180,000
Program administration costs related to the overall planning and execution of CDBG-assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.

HOME PROJECT ALLOCATIONS

HOME PROJECT ALLOCATIONS

2026 Home Ownership Program
HOME: $115,000
Loans to approximately 13 eligible first-time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.

2026 Tenant-Based Rental Assistance
HOME: $327,500
Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for approximately 25 extremely low- and low-income households.

2026 HOME Program CHDO
HOME: $88,500
Set aside funds for CHDO Activities. Two rental units are proposed to be constructed.

2026 HOME Program Administration
HOME: $59,000
Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.

QUESTIONS AND PUBLIC COMMENTS



CONTACTS:

Stanley Wilson, Director: stanley.wilson@fultoncountyga.gov

Mia Redd, Deputy Director: Mia.Redd@fultoncountyga.gov

Miranda Barney, Division Manager: Miranda.barney@fultoncountyga.gov

Kim Benjamin, CDBG: kim.benjamin@fultoncountyga.gov

Neese Blackshear, HOME: neese.blackshear@fultoncountyga.gov



2026 Annual Action Plan

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Fulton County receives funding annually from the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs. The Department of Health & Human Services, Fulton County Department of Community Development is the County's designated department responsible for the federal grant programs. One of the requirements for receiving these funds is the development of a five-year Consolidated Plan for Housing and Community Development (CP) to provide policy direction for the next five years of funding decisions. The County prepared a new Five-Year Consolidated Plan for FY 2025-2029. The Consolidated Plan is the basis for allocation priorities and actions for FY 2026.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Goals were established in the Five-Year Plan to meet the identified needs as follows:

Increase Access to/Quality of Affordable Housing

- Develop and Preserve Affordable Rental Housing
- Affordable Homeownership Opportunities
- Housing Rehabilitation Assistance for Homeowners
- Rental Assistance and Homelessness Prevention

These needs will be met by:

- Providing safe affordable residential opportunities for low- and moderate-income households, including projects located near employment, transportation, and other community resources.
- Supporting the development of affordable rental housing for seniors, veterans, people with disabilities, or other special needs households, such as people who are formerly homeless or at risk of homelessness. Increase the number of first-time home buyers through down payment and closing cost assistance.
- Providing funding for residential rehabilitation to preserve the existing affordable housing stock by assisting income-eligible individuals. Rehabilitation will include energy efficiency improvements and issues as they relate to health and safety.

Public Services

- Fund eligible public services to serve low- and moderate-income residents, youth, seniors, people with disabilities, and other special needs populations.

Fair Housing Education and Services

- Provide assistance to eligible households which might include but is not limited to fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities. Provide fair housing complaint investigation services. Consumer education and awareness around predatory lending fraudulent mortgages, and other housing scams.

Public Facilities/Infrastructure

- Street Improvement
- Sidewalk Improvements
- Water/Sewer Improvements
- Parks/Recreation Improvements
- Removal of Architectural Barriers

These needs will be met by:

- Funding infrastructure improvements and public facilities such as sidewalks, street lighting, pedestrian facilities, ADA improvements, and community centers in income-eligible areas.
- Partnering with other County departments, cooperating cities within Fulton County, and non-profit agencies.
- Assisting community service organizations in improving or expanding physical structures to serve homeless residents, low- and moderate-income households, and other special needs populations.

Program Administration

- Program administration related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG and HOME programs.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, Fulton County reports its progress in meeting its five-year and annual goals by preparing a Consolidated Annual Performance Evaluation Report (CAPER). The CAPER is due to HUD within 90 days of the start of the new program year. The annual block grant allocation for Fulton County directly benefits Fulton County residents who reside in Fulton County but outside the jurisdictional boundaries of the Cities of Atlanta, John's Creek, Roswell and Sandy Springs and South Fulton. Specific cities in Fulton County that partnered through a Cooperative Agreement for the Urban Entitlement resources are the cities of Alpharetta, College Park, East Point, Fairburn, Hapeville, Mountain Park, Palmetto, and Union City.

The CAPER for 2025 will be produced and available for public display in March 2026. During FY 2025, the County managed two federal grant programs: CDBG and HOME. In 2024, the CDBG program served 68,460 persons through area benefit activities including park improvements and water line improvements that were completed during the year. Note: Housing rehabilitation is reported by household and there were 12 households served. The CDBG program is designed to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low to moderate income persons. Funds were used for municipal infrastructure and facilities projects.

HOME funds were used to provide homeownership opportunities through down payment and closing cost assistance. There were 28 households who received financial assistance to purchase a home through the County's Homeownership Program during the 2024 Program Year.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Fulton County consulted with residents, County staff, government agencies, nonprofit agencies, housing and homeless service providers, and others to develop this Annual Action Plan (AAP). The County held the first public meeting on October 20, 2025, to receive Citizen input on the needs of the County that could be met with federal grant funds and to provide a summary of the past use of funds. The second public meeting was held on February 23, 2026, and interviews with key stakeholders to develop its strategy for 2026. The 30-day public comment period ran from February 18, 2026, to March 19, 2026. Applications were solicited from local municipalities for CDBG funds. HOME funds were allocated to an on-going homeownership program and Tenant-Based Rental Assistance.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The County held the first public meeting on October 20, 2025. The second public meeting was held on February 23, 2026. Both public meetings were hybrid with in-person and virtual options to attend. No members of the public attended, and no public comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no public comments received. No comments were not accepted.

7. Summary

No comments were received.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FULTON COUNTY	Department of Community Development
HOME Administrator	FULTON COUNTY	Department of Community Development

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Mia Redd, Deputy Director, Health & Human Services
Fulton County Department of Community Development
Central Library
Attn: Community Development
One Margaret Mitchell Square
7th Floor
Atlanta, GA 30303
Phone: 404-613-3643

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Fulton County conducted a variety of public outreach to gather input from County and City staff, government agencies, nonprofit agencies, affordable housing developers, local service providers, and county residents in preparing the 2025-2029 Consolidated Plan. The County relied on more limited outreach to municipalities to inform this Annual Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Fulton County works closely with public and private sector providers to ensure delivery of services to residents and to promote interagency communication and planning. The County has representatives on many non-profit agency boards and/or advisory committees. The County works with various housing, health, mental health, and service agencies to gather data and identify gaps in services.

In developing the Consolidated Plan in 2025 and the 2025 Annual Plan, the County strived to include input from housing providers and health, mental health, and other service agencies. A variety of assisted housing providers and health, mental health, and service agency stakeholders were invited to attend the public meeting held October 20, 2025. Stakeholders included city elected officials and staff, housing authority staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, agencies serving people with disabilities, an agency representing persons with limited English-speaking ability, senior services, workforce development organizations, and others.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Fulton County falls within the Fulton County Georgia-502 Homeless Continuum of Care (CoC), which was formed to provide a more focused approach to issues of homelessness within the County. The CoC was formed in 2014 to carry out the planning responsibilities for homeless people within the political boundaries of Fulton County. It coordinates housing, services, and funding streams; promotes community-wide commitment to goals of ending homelessness; analyzes homeless needs in the county; and coordinates the housing and services systems to align resources & functions.

From a regional perspective, the County collaborates with the State of Georgia, City of Atlanta, and DeKalb County to facilitate service coordination, client referrals and the collection of data through a shared Homeless Management Information System (HMIS).

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Emergency Solutions Grant Program is designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The program focuses on assisting people to regain stability and move to permanent housing. Fulton County will not receive an allocation of ESG funds for 2026.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	CITY OF COLLEGE PARK
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	College Park is a subrecipient of funding.
2	**Agency/Group/Organization**	CITY OF EAST POINT
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of East Point is a subrecipient of funding.
3	**Agency/Group/Organization**	CITY OF HAPEVILLE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Hapeville is a subrecipient of funding.
4	**Agency/Group/Organization**	CITY OF FAIRBURN
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fairburn is a subrecipient of funding.

5	**Agency/Group/Organization**	CITY OF UNION CITY
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Union City is a subrecipient of funding.
6	**Agency/Group/Organization**	CITY OF PALMETTO
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	non-housing needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Palmetto is a subrecipient of funding.

Identify any Agency Types not consulted and provide rationale for not consulting

The County consulted Broadband providers in preparation of the 2025 Consolidated Plan. No further consultation was conducted for the 2026 AAP preparation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fulton County	Continuum of Care members assist with emergency shelter, transitional housing, homelessness prevention, and outreach and supportive services, which align with goals and priorities identified in the Strategic Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Fulton County's Citizen Participation Plan provides the steps to be taken to ensure that the public and stakeholders in the federal grant programs have a say in the development of the Action Plan. This process includes outreach to municipalities and organizations. Such outreach included:

1. Informing the municipalities and organizations of the availability of funds, application deadline.
2. The first public meeting was held on October 20, 2025. The hearing was advertised in the local newspaper and a blast emailed to a cross section of organizations, municipalities, state agencies, as well as advocacy organizations focused on fair housing, and language barriers to inform them of the hearing.
3. The Action Plan was disseminated by email to the participating jurisdictions as well as organizations that represent low- and moderate-income persons and those with limited English proficiency. The second public hearing announcement was included in this communication.
4. The plan was available for public comment for 30 days and available on the county website.
5. A second hearing was held on February 23, 2026, and advertised with the availability of the Action Plan for display. Notice was disseminated through agencies that have contact with low- and moderate-income persons and those with limited English proficiency.
6. No public comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	County staff and consultant	No comments were received	None	
2	Newspaper Ad	Non-targeted/broad community	The newspaper ads were used to inform the public of the first and second public hearings as well as the availability of the plan.		None	
3	Public Hearing	Non-targeted/broad community	TBD	TBD	TBD	
4	Letters /Emails	Municipalities and Agencies	Sent to inform entities of process and encourage participation by constituent groups		None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The table below shows the County's grant allocations for the 2026 program year. All grant funds will be used to support the Fulton County Department of Community Development's goals to provide decent affordable housing, a suitable living environment, and expanded economic development. 2026 is the

second year of the current Consolidated Plan period.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Projected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,333,423			1,333,423	4,000,269	CDBG funds may be used to carry out activities related to housing rehabilitation, demolition and community revitalization, public infrastructure improvements, park improvements, public services, and program administration.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	599,301.51			599,301.51	1,797,904.53	HOME funds may be used for homebuyer assistance, TBRA, homeowner rehab, affordable housing development, CHDO activities, and program administration.

Table 5 – Projected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Fulton County will use federal funds to leverage additional private, state, and local funds where applicable. Fulton County funding serves as gap financing for housing development projects, which typically also include a combination of private and other public funds.

The County will comply with all HOME matching fund contribution requirements as outlined in 92.218 of the HOME regulations. These are anticipated to be satisfied through a mix of match carryovers from prior years as well as other eligible sources. The County provides matching funds of twenty-five cents from the County's General Fund for each HOME dollar expended for the Home Ownership Program (HOP). Also, in the Home Ownership Program, the difference between the appraised value and the sales price is acknowledged to be a donation to affordable housing and counted toward the match requirement. Interest forgone on below market loans issued through the HOP program are also considered sources of eligible match

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

CDBG funding will be used to develop public facilities for public purposes using existing owned properties to include parks, recreational facilities, and community centers in low- and moderate-income areas of the County. Sidewalks, including accessibility improvements for sidewalks and curbs, may be installed in these areas, especially in locations with high pedestrian use such as routes commonly used by school children or people walking to public transportation and shopping.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Access to/Quality of Affordable Housing	2026	2027	Affordable Housing	Countywide	Affordable Housing	CDBG: $190,000.00 HOME: $531,000	Homeowner Housing Rehabilitated: 20 Household Housing Unit Direct Financial Assistance to Homebuyers: 13 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 25 Households Assisted Rental Units Constructed: 2 Housing Units
2	Public Facility Improvements	2026	2027	Non-Housing Community Development	Countywide	Public Facilities Improvements	CDBG: $360,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 34,815 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Infrastructure Improvements	2026	2027	Non-Housing Community Development	Countywide	Infrastructure Improvements	CDBG: $480,000.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3,855 Persons Assisted
4	Program Administration	2026	2027	Administration	Countywide	Program Administration	CDBG: $180,000.00 HOME: $59,000.00	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Access to/Quality of Affordable Housing
	Goal Description	The County will utilize funds to provide safe affordable residential opportunities, including rental housing, housing for homeownership, TBRA and direct assistance to homebuyers, for low- and moderate-income households, including projects located near employment, transportation, and other community resources.
2	**Goal Name**	Public Facility Improvements
	Goal Description	The County will use CDBG funds to make improvements to streets, sidewalks, stormwater infrastructure facilities, and water and sewer infrastructure in communities throughout the County, as needed over the next five years.
3	**Goal Name**	Infrastructure Improvements
	Goal Description	Recreation improvements in the County are important to support the quality of life by providing adequate open space and recreation opportunities. The County will continue to support its various community development needs through upgrades to existing recreation amenities and creating new opportunities.

4	**Goal Name**	Program Administration
	Goal Description	Support administration and delivery of HOME and CDBG activities.

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below represent the activities Fulton County plans to undertake during the 2026 program year to address the goals of providing decent affordable housing, promoting a suitable living environment, and encouraging economic opportunity. The allocation of funding for the 2026 projects has been determined based on overall priority needs of county residents and community input received during the planning process.

Projects

#	Project Name
1	College Park Badgett Stadium Complex Improvement
2	East Point Watermain Initiative – West Hamilton Phase II
3	Fairburn West Campbellton Pedestrian Improvements
4	Hapeville John Lewis Park Improvements Phase I
5	Palmetto Fayetteville Church & Johnson Road Lift Station Improvements
6	Union City Shannon Parkway Improvements Phase III
7	Housing Rehabilitation Program for Seniors
8	CDBG Program Administration
9	HOME Program Administration
10	Home Ownership Program
11	Tenant Based Rental Assistance
12	HOME Program CHDO

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In allocating funding, Fulton County prioritized affordable housing, homelessness, and community revitalization (including facility, park, and infrastructure improvements), which emerged as critical needs during the Consolidated Planning process. Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County's programs are designed to serve eligible individuals and households throughout the County's service area.

Obstacles to meeting underserved needs include limited funding availability, limited affordable housing development opportunities and shovel-ready projects, and increased development costs.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	CDBG: $193,423
	Description	Program administration costs related to the overall planning and execution of CDBG assisted community development activities, in accordance with the CDBG administrative cap. Up to 20 percent of each year's CDBG grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	Fulton County Department of Community Development, Fulton County Central Library Community Development Department One Margaret Mitchell Square – 7th Floor Atlanta, GA 30303
	Planned Activities	Costs related to overall planning and execution of CDBG-assisted activities. Matrix Cod 21A

2	**Project Name**	Housing Rehabilitation Program
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Housing Rehabilitation Assistance for Homeowners
	Funding	CDBG: $250,000
	Description	Program to provide minor home repairs for senior citizens.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Housing units rehabbed: 20
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Housing rehabilitation for senior households. Matrix code 14A
3	**Project Name**	College Park: Badgett Stadium Complex Improvements
	Target Area	
	Goals Supported	Public Facility Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: $130,000
	Description	Construction, rehabilitation, or installation of public facility improvements to Badgett Stadium Complex for energy efficient environment installation of HVAC system and windows to provide increased operation hours and community utilization, energy conservation, and comfortable work environment.
	Target Date	08/31/2027

	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of College Park 61.5% (8,890 LMI individuals)
	Location Description	3636 College St, College Park, GA 30337
	Planned Activities	Public Facility Improvements. Matrix code 03E
4	**Project Name**	East Point: Water Main Initiative – West Hamilton Phase II
	Target Area	
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: $195,000
	Description	Upgrade undersized water mains and increase water pressure for water distribution and to ensure water pressure is up to firefighting activities at W. Hamilton
	Target Date	08/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	BG 3 CT 112.02 – 86% LMI; 400 LMI individuals, BG 4 CT 112.02 – 29.80% LMI; 225 LMI individuals, BG 6 CT 112.02 – 71.1% LMI; 345 LMI individuals
	Location Description	2025 Hamiton Ave - 1757 Park St (West End of the Project / 1700 Hamilton Ave (Center Point of Project / 2957 Main St (East End of the Project).
	Planned Activities	Infrastructure Improvement Matrix Code 03J
5	**Project Name**	Fairburn: West Campbellton Pedestrian Improvements
	Target Area	Countywide
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Community Improvements

	Funding	CDBG: $195,000
	Description	This project entails the demolition of existing curb, gutter, and installation of sidewalk with ADA handicap ramps on both sides of West Campbellton Street, from Mullis Street to Magaret Street in the Lightning Neighborhood.
	Target Date	10/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	BG 2 CT 105.35 – 30% LMI; 240 low-mod individuals BG 1 CT 105.19 – 87.90% LMI; 1,600 low-mod individuals
	Location Description	City of Fairburn – West Campbelltown Street (both sides) from Mullis Street to Magaret Street.
	Planned Activities	Infrastructure Improvement Matrix Code 03L
6	**Project Name**	Hapeville: John Lewis Park Improvements Phase I
	Target Area	
	Goals Supported	Public Facility Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: $90,000
	Description	Project will consist of installation of new playground equipment at the John R. Lewis Memorial Park. Additional equipment will enhance visitor experience by providing children & families more locations to play and exercise.
	Target Date	10/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of Hapeville 60.9% LMI (4,000 LMI individuals)
	Location Description	488 King Arnold Street
	Planned Activities	Park improvements Matrix Code 03F

7	**Project Name**	Palmetto: Fayetteville Church & Johnson Road Lift Station Improvements
	Target Area	
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: $110,000
	Description	Lift station upgrades to correct brittle panes, failing relay sockets, corroded wiring connections, improper seal against hydrogen sulfide gas and aging motor starters.
	Target Date	10/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	BG 3 CT 104.01 – 18.30% LMI; 205 LMI Individuals BG 1 CT 104.01 – 53.80% LMI; 840 LMI individuals
	Location Description	Fayetteville/Church Road and Johnson Road in Palmetto, Georgia
	Planned Activities	Water/Sewer Improvements. Matrix Code 03J.
8	**Project Name**	Union City: Shannon Parkway Improvements Phase III
	Target Area	
	Goals Supported	Public Facility Improvements
	Needs Addressed	Community Improvements
	Funding	CDBG: $170,000
	Description	Provide an open green space that will create a generous collective landscape for community to gather, recreate and enjoy a natural environment. Project will service as the second segment of Union Station Greenway Trail. Features include play area, pavilion, restrooms, boardwalks, parking, and related infrastructure.
	Target Date	10/31/2027

	Estimate the number and type of families that will benefit from the proposed activities	Citywide – City of Union City 64.4% LMI (21,925 LMI individuals)
	Location Description	0 Shannon Blvd. Union City GA
	Planned Activities	Park improvements Matrix Code 03F
9	**Project Name**	HOME Program Administration
	Target Area	Countywide
	Goals Supported	Program Administration
	Needs Addressed	Program Administration
	Funding	HOME: $59,930.15
	Description	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities, in accordance with the HOME administrative cap. Up to 10 percent of each year's HOME grant plus program income can be obligated for planning and administrative costs.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Countywide
	Planned Activities	Program administration costs related to the overall planning and execution of HOME-assisted affordable housing activities.
10	**Project Name**	Home Ownership Program
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing

	Needs Addressed	Affordable Homeownership Opportunities
	Funding	HOME: $118,000
	Description	Loans to eligible first-time homebuyers to assist with down payment costs related to eligible home purchases in Fulton County.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Direct financial assistance to homebuyers: 13 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year
	Planned Activities	Down payment assistance to first time homebuyers.
11	**Project Name**	Tenant-Based Rental Assistance
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Rental Assistance and Homelessness Prevention
	Funding	HOME: $331,476.13
	Description	Reimbursement to contracted partner(s) to provide tenant-based rental assistance programs for extremely low- and low-income households.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Tenant based rental assistance / rapid rehousing: 25 households assisted
	Location Description	Specific locations within the Fulton County entitlement jurisdiction to be determined during the program year

	Planned Activities	Tenant-based rental assistance for extremely low- and low-income households.
12	**Project Name**	HOME Program CHDO
	Target Area	Countywide
	Goals Supported	Increase Access to/Quality of Affordable Housing
	Needs Addressed	Develop and Preserve Affordable Rental Housing
	Funding	HOME: $89,895.23
	Description	Set aside funds for CHDO activities.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Rental Units Constructed; 2 units
	Location Description	Countywide
	Planned Activities	CHDO eligible activities

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Fulton County entitlement jurisdiction covers unincorporated Fulton County, as well as the cities of Alpharetta, College Park, East Point, Fairburn, Hapeville, Mountain Park, Palmetto, and Union City, who executed a cooperation agreement with Fulton County during urban county requalification process. The cities of Atlanta, Roswell, Sandy Springs, and South Fulton do not participate through Fulton County and receive their own HUD grant allocations. Chattahoochee Hills and Milton do not participate in the Urban County, and do not receive HUD entitlement funds on their own.

Geographically, the Fulton County entitlement jurisdiction is divided into disparate north and south portions by the cities of Atlanta, Roswell, and Sandy Springs, which lie in the middle of the county. While HUD-funded activities that qualify on an area basis may be located in any income-eligible areas with the entitlement jurisdiction, all of Fulton County's low- and moderate-income census tracts are located in southern Fulton County. Thus, CDBG-funded public facility and infrastructure improvements completed over the current Consolidated Plan will be targeted to the southern portion of Fulton County, unless they serve a population that is specifically eligible for assistance (e.g., seniors, people with disabilities, victims of domestic violence).

Geographic Distribution

Target Area	Percentage of Funds
Countywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Fulton County does not designate specific areas for allocation of funds as part of its strategic use of HUD grant funds. Instead, the County's programs are designed to serve low- and moderate-income individuals and households throughout the County's service area.

The County chooses not to designate specific geographic target areas so that it may concentrate on priority needs for services and improvements based on eligibility, availability of funds, and readiness to proceed.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

During the 2026 program year, Fulton County will assist 60 households with housing needs. Using HOME funds, the County anticipates providing tenant-based rental assistance to 25 households and assisting 13 homebuyers purchase homes. Two affordable housing units are expected to be created utilizing CHDO funds. CDBG funds will be used to rehab 20 owner occupied housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	25
Non-Homeless	35
Special-Needs	0
Total	60

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	25
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	13
Total	60

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The above goals are based on the accomplishment goals set in the Projects section AP 35 and prior year performance.

AP-60 Public Housing – 91.220(h)

Introduction

The Housing Authority of Fulton County (HAFC) operates Public Housing and Housing Choice Voucher programs in Fulton County. As of 2023, the HAFC operates or assists 1,958 total units of affordable housing. 960 assisted families utilize housing choice vouchers, 132 units are Low Income Housing Tax Credits, 212 units are project-based vouchers (of which 100 resulted from a RAD conversion), and 654 are port vouchers.

The Housing Authority of the City of East Point (EPHA) operates two public housing developments, 35 units at Hurd Homes, and 150 units at Martel Homeless. In addition, the authority subsidizes 12 public housing units as part of the Norman Berry Village development, which managed along with the rest of the development by Northsouth

Actions planned during the next year to address the needs to public housing

The goal of the HAFC is to provide decent, safe, and sanitary rental housing for eligible families, to provide opportunities, promote self-sufficiency and economic independence for Housing Choice Voucher (HCV) participants. The Mission Statement is "To provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and community revitalization."

The HAFC will continue to offer Homebuyer Education Workshops to help prepare voucher holders to become homebuyers for the first time. In addition, the Housing Authority runs a 5 Year Self-Sufficiency Program that provides tenants with individualized training and supportive services to help prepare the family to transition out of assisted housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HAFC residents have several opportunities to receive assistance with the home buying process.

- The HAFC is a HUD Certified Housing Counseling Center, which offers Homebuyer Education Workshops to prepare residents to become first-time homebuyers.
- HAFC offers the Family Self-Sufficiency Program – a 5-year program that provides tenants with individual training and supportive services to help the family prepare to transition out of assisted housing programs. The program encourages participants' families' self-sufficiency and helps expand family opportunities that address educational, socio-economic, recreational, and other human service needs.

The EPHA offers the Family Self-Sufficiency Program as well.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

None of the housing authorities in Fulton County are designated as “troubled.”

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Fulton County is covered by the Fulton County Continuum of Care, a network of service providers covering Fulton County (not including the City of Atlanta). The Fulton County Continuum of Care brings together housing and service providers to meet the needs of homeless individuals and families. Fulton County is in the process of completing a Homeless Plan that will seek to align existing planning efforts related to homelessness to foster a more consistent approach to homelessness and affordable / low-cost housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Coordinated Intake and Assessment System (CIAS) is designed to complete outreach and recruit homeless individuals and families throughout the geographic area of Fulton County, to assess their individual needs and facilitate access to services in response to those identified needs. CIAS utilizes a multi-tiered approach which requires the operation of an Assessment Center centrally located in both the south and north areas of Fulton County.

Over the next year, the CoC and other homeless housing and service providers in Fulton County will continue reaching out to homeless persons, including unsheltered persons, through emergency shelter, meals, transportation, counseling, and case management. One of the objectives of Fulton County's draft Homeless Plan is to prioritize unsheltered and vulnerable households, with strategies that include training and support for service providers and integrated services with behavioral health and healthcare systems. The GA 502 Fulton County CoC and Fulton County established Homeless Assessment Centers at the North and South Fulton Annex offices in an effort to establish a collective community and county approach to supporting and providing solutions to homelessness and homeless prevention.

The GA 502 CoC hosts six CoC membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the COC sponsors periodic workshops.

Hope through Soap provides outreach primarily in the North Fulton County area. They send referrals to the County Assessment Center for follow-up.

Addressing the emergency shelter and transitional housing needs of homeless persons

According to the 2025 HIC, there are 72 year-round emergency shelter beds in the County. Of these, the majority are for families with children. There are also 109 Transitional Housing units, 148 rapid rehousing beds available, and 586 permanent supportive housing beds available. The 2025 PIT counted 138 total sheltered, 56 in emergency shelters and 82 in transitional housing. There were 103

unsheltered individuals, implying shelter beds were available on the night of the PIT.

Based on the information provided from the 2025 HIC, not all individuals who are unsheltered were utilizing the available resources of emergency shelter beds and transitional housing units. While there was not enough available to house every unsheltered individual during the 2025 HIC, the beds were not utilized to their capacity. A lack of knowledge of available housing resources amongst the unsheltered population could be a cause of this. The CoC and other homeless housing and service providers in Fulton County will continue reaching out to homeless persons, including unsheltered persons, through emergency shelter, meals, transportation, counseling, and case management

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The County will work to increase the availability of affordable housing in Fulton County by using HOME funds to support the development of new affordable rental housing.

The GA 502 Fulton County CoC and Fulton County established Homeless Assessment Centers at the North and South Fulton Annex offices in an effort to establish a collective community and county approach to supporting and providing solutions to homelessness and homeless prevention.

A focus for the County is to increase the inventory of diversion, rapid rehousing, and permanent supportive housing to successfully divert or quickly rehouse all eligible households.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Over the next year, housing and service providers in Fulton County will continue to work together to prevent homelessness in populations who are vulnerable to or at risk of homelessness. Organizations and resources to prevent homelessness that will be in place during the 2026 program year in Fulton County include:

- North Fulton Community Charities provides emergency financial assistance, thrift shop, food bank, government benefits screening, and rapid rehousing.
- The Community Assistance Center provides rental assistance, food, clothing and education

resources for homelessness prevention.

- LIFT Community Development Corp. provides housing and shelter referrals, life and financial skills training, food and clothing giveaways, transportation assistance, education and employment referrals, and mental health and wellness assessments.
- HOPE Atlanta (Travelers Aid) provides rental and security deposit assistance, housing search assistance, one-on-one support, and rapid rehousing, as well as emergency services, crisis intervention, transitional and permanent supportive housing for persons living with HIV/AIDS. HOPE Atlanta's Supportive Services for Veterans and their Families Program funds rapid rehousing and prevention assistance to homeless veteran households.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

During the 2026 program year, Fulton County will provide HOP – Homeownership program funds to help lower income households become homeowners.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In January 2019, the Fulton County Board of Commissioners passed a resolution urging municipalities in Fulton County to implement affordable housing policies. The resolution allows the Development Authority of Fulton County to apply local affordable housing ordinances to any multi-family projects completed through the Development Authority.

The Analysis of Impediments to Fair Housing Choice (AI) completed for Atlanta and Fulton County in September 2020 identified barriers to affordable housing and homeownership. One primary barrier is the shortage of available units in areas of economic opportunity. The lack of investment in neighborhoods where there is affordable housing that are high concentrations of racial and ethnic concentrations, and a concentration of poverty creates further barriers. For persons with disabilities, the problems are magnified. There is a shortage of housing served by transit and other amenities. Zoning in many communities defines “family” in restrictive way that prevents development of shared housing and make it difficult to work with the ordinances that rely on variances and SUPs rather than reasonable accommodation. Language also creates a barrier to access to housing.

Programs that are funded by Fulton County that seek to overcome these barriers include HOP and a willingness to fund rental developments through the HOME Program. Public facility improvements in lower income areas alleviate some of the investment barriers in these areas.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section details Fulton County's actions planned to ensure safe and affordable housing for its residents, along with plans to meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs

Fulton County identified the underserved needs as: affordable housing and homeownership opportunities, rehabilitation assistance for low-income homeowners, homeless prevention and rapid rehousing, supportive services for persons experiencing homelessness and special needs populations, fair housing enforcement and education and community revitalization (including facility, park, and infrastructure improvements.

To help remove obstacles to meeting underserved needs and improve service delivery, Fulton County supports the continued development of the Fulton County Continuum of Care, a collaborative to coordinate the work of social service organizations, disseminate news and information, eliminate duplication of effort, and spearhead community-wide solutions to local needs. Fulton County will provide funding to address underserved needs through CDBG, HOME, and general fund commitments in support of programs that address these needs. Such programs include:

- Housing development and homeownership
- Tenant Based Rental Assistance
- Community projects to improve parks, remove handicap barriers, improve sidewalks, water and sewer facilities

The Analysis of Impediments to Fair Housing Choice (AI) completed for Atlanta and Fulton County in September 2020 identifies obstacles to having a more equitable housing choice as well as institutional obstacles. Lack of knowledge of fair housing protection and redress results in lack of reporting. Lack of knowledge also presents obstacles facing persons with disabilities from seeking protection through fair housing laws. Training has been offered and will continue to be offered to advocacy groups and individuals seeking to address the needs of persons with disabilities.

Actions planned to foster and maintain affordable housing

Fulton County will continue to offer their core programs – including home purchase assistance and tenant-based rental assistance – in order to foster housing affordability. HOME funds will also be used to support the development of new affordable housing, including multifamily rental developments and homeownership opportunities. The County will continue to use HOME funds to support the development of affordable housing by a local CHDO.

In addition to specific programs designed to foster and maintain affordable housing, the County will encourage participating jurisdictions to review their zoning ordinances for prospective barriers to

affordable housing development, and to make amendments as needed.

Actions planned to reduce lead-based paint hazards

In its implementation of the housing rehabilitation program, Fulton County will conduct lead-based paint inspections associated with the housing rehabilitation and homeownership programs and, if a hazard is found, remediation will be completed, or interim controls applied. These actions will both reduce lead exposure risk and help to maintain the county's older, lower, and moderately priced housing. Any housing rehabilitation activities conducted using HOME and CDBG funds will continue to be monitored closely for any potential lead exposure.

Actions planned to reduce the number of poverty-level families

Over the FY 2026 program year, Fulton County will continue its workforce development programs through WorkSource Fulton to connect individuals with job skills and employment. Homeless service providers will continue to offer job search and resume assistance. A focus on improving the jobs/housing balance in existing and emerging job centers in Fulton County will aim to help poverty-level families access more employment opportunities, while potentially lowering transportation and housing costs.

CDBG and HOME funds will continue to enforce the provisions of Section 3 providing Employment Opportunities to low-income residents of Fulton County. To the extent possible, Section 3 gives priority to hiring workers for federally funded projects over $200,000 and to contracting and subcontracting with businesses that are Section 3 certified.

Actions planned to develop institutional structure

Fulton County has developed a robust administrative structure to manage its CDBG and HOME funds. The County's Department of Community Development offers technical assistance sessions for potential subrecipients, CHDOs, and contractors to learn how to effectively administer funding from the CDBG and HOME programs. In addition to working with organizations, the County's citizen participation process is designed to keep constituents abreast of funding plans and make engaged and informed citizens another vital part of the institutional structure.

The CoC hosts 6 board meetings and 4 membership meetings a year to discuss homeless issues and strategies; provide ongoing updates through a newsletter and public announcements. Additionally, the COC sponsors periodic workshops. These venues allow the County to be involved in the overall system to address homelessness.

The AI pointed to the need to address education and knowledge of Fair Housing protections. Metro Fair Housing Services, Inc., a nonprofit fair housing advocacy organization whose service area includes Fulton County and the City of Atlanta, was awarded grant funding under HUD's Fair Housing Initiatives Program (FHIP) in 2020. Under the FHIP, HUD awards grant money to local fair housing advocacy organizations who assist persons believed to have been harmed by discriminatory housing practices; to help people

identify government agencies that handle complaints of housing discrimination; to conduct preliminary investigation of claims; to carry out testing and enforcement activities to prevent or eliminate discriminatory housing practices; and to educate the public and housing providers about equal opportunity in housing and compliance with the fair housing laws. Both HUD and the Georgia Department of Justice adjudicate complaints. CDBG funding is also granted to Metro Fair Housing Services, Inc.

The County will continue to strengthen its outreach to limited-English speaking persons in accordance with the Language Access Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

Fulton County will continue to be an active participant in the Fulton County Continuum of Care. The CoC promotes community-wide commitment to its goals of ending homelessness; quickly re-housing homeless individuals and families; effective utilization of mainstream resources; optimizing consumer self-sufficiency. Membership includes emergency, transitional, and permanent housing providers, nonprofit social service organizations, and government agencies.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   Fulton County does not anticipate investing HOME funds in other forms than described in 24 CFR Section 92.205(b) of the HOME Investment Partnerships Final Rule regulations effective October 1, 1996 and as subsequently amended. The County will notify HUD as appropriate if any changes are proposed and follow the applicable substantial amendment process as outlined in the County's Citizen Participation Plan.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   If direct subsidy is given to a homebuyer HOME funds shall be subject to Recapture. If no direct

subsidy is given to a homebuyer, the purchase shall be subject to Resale.

The amount of subsidy to recapture is limited to the direct homebuyer assistance that was provided. If a homebuyer sells the home before the HOME affordability period has expired, the owner must repay HOME funds in accordance with the County's program guidelines as follows:

Federal regulations for the HOME Program specify certain requirements for recapture provisions when HOME funds are used to assist with homeownership purchase. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the recapture mechanism to collect all of the direct HOME funds when the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to any willing buyer; (2) the sale of the property during the affordability period triggers repayment of the direct HOME funds that the buyer received when he/she originally purchased the home.

A lien will be placed on the property and recorded with the County Recorder to assure the First Time Homebuyer Program deferred loan is repaid in the event of a default under the loan terms and conditions during the loan's affordability period. Full repayment of the HOME funds is required when a resale occurs during the affordability period, or the homeowner no longer occupies the home as their principal residence. However, if there are no net proceeds or insufficient proceeds to recapture the full amount of HOME funds invested, the amount subject to recapture will be limited to what is available from net proceeds (net proceeds are the sales price minus superior loan repayments and any closing costs).

Once the HOME funds are repaid, the property is no longer subject to any HOME restrictions. Recaptured funds must be used to carry out HOME eligible activities in accordance with the HOME guidelines and are not considered proceeds.

The Resale Provision restricts the homebuyer's ability to resell. If a homebuyer sells the home before the HOME affordability period has expired, the owner must resell the home to a low-income buyer whose household income does not exceed 80% of area median income. If the house is in the NSP Program the homebuyer's income can go up to 120% of area median income.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Federal regulations for the HOME Program specify certain requirements for resale. The affordability period is based on total HOME investment in the property. The housing unit must be the principal residence of the household throughout the affordability period. To ensure affordability, the County has imposed the resale mechanism to keep the house affordable to low-income homebuyers when

the recipient decides to sell the house within the affordability period or no longer resides in the home as their principal residence. The following is exercised: (1) the homebuyer may sell the property to a willing buyer that meets HUD's low-income eligibility; (2) the seller must receive a "fair return" on original investment plus improvements. A restrictive covenant will be placed on the property and recorded with the County Recorder to assure the home remains affordable.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Fulton County does not plan to use HOME funds to refinance existing debt and has not established refinancing policy guidelines for the use of HOME funds.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Fulton County did not establish preferences or limitations in the HOME ARP Allocation Plan. Not applicable.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   Fulton County did not establish preferences or limitations in the HOME ARP Allocation Plan. Not applicable.

RESOLUTION AUTHORIZING THE ADOPTION AND SUBMITTAL OF 2026 ANNUAL ACTION PLAN AND AMENDMENTS TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE FEDERAL CDBG AND HOME PROGRAMS; AUTHORIZING THE CHAIRMAN OF THE FULTON COUNTY BOARD OF COMMISSIONERS TO DISBURSE THE FUNDS AND EXECUTE AND ADMINISTER THE CONTRACTS AND RELATED DOCUMENTS CONSISTENT WITH THESE FEDERAL PROGRAMS; AND FOR OTHER PURPOSES

WHEREAS, the provision of services to address the needs of low- and moderate-income residents of Fulton County is a vital activity necessary to the maintenance and continued growth and development of both the County and the region; and

WHEREAS, Fulton County maintains an active partnership with the U.S. Department of Housing and Urban Development ("HUD") to promote development and provide services to address the needs of low-and moderate-income citizens through the Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), and their amendments; and

WHEREAS, HUD regulations require that such jurisdictions submit an Annual Action Plan to document the projects and services to be provided with CDBG, and HOME funds; and

WHEREAS, the Fulton County Board of Commissioners supports the submittal of the 2026 Annual Action Plan and Amendments to secure federal funds supporting projects and services needed by its low- and moderate-income citizens.

NOW, THEREFORE, BE IT RESOLVED, the Fulton County Board of Commissioners hereby authorizes the adoption and submission of the 2026 Annual Action Plan and Amendments and list of proposal activities for 2026 to HUD and directs the application of all funds secured by this submittal to activities that benefit low- and moderate-income residents of Fulton County as directed by the Board of

Commissioners and HUD; and

BE IT FURTHER RESOLVED, that the Chairman of the Fulton County Board of Commissioners is hereby authorized to disburse all CDBG and HOME funds for the purposes of implementing said projects and to execute on behalf of Fulton County all supplemental intergovernmental agreements, contracts, and related documents and papers, as necessary and consistent with these programs, program amendments and this Resolution.

BE IT FINALLY RESOLVED, that the County Attorney is hereby authorized to approve as to form and substance and make any modifications thereof, all supplemental intergovernmental agreements, contracts, and related documents and papers, as necessary, regarding these CDBG and HOME funds, prior to execution by the Chairman.

SO PASSED AND ADOPTED, this _____ day of June, 2026.

FULTON COUNTY, GEORGIA

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

ATTEST:

_____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0387 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Public Private Partnership (P3) Memorandum of Understanding (MOU) between Fulton County and the Georgia Department of Transportation (GDOT). This is for the relocation of sewer facilities to improve the existing system by adding two (2) new, barrier-separated express lanes in both directions of I-285 between the Chattahoochee River and Burnt Fork Creek, and in both directions of SR 400 from Northland Drive to the North Springs MARTA Station in Fulton and DeKalb Counties, Georgia (Project ID 0017135 and 0019965). The project includes relocating several sewer lines and associated appurtenances within Fulton County at no cost to Fulton County.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that "[a]ll official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes."

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☒
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Agenda Item No.: 26-0387 **Meeting Date:** 7/15/2026

Summary & Background:

Scope of Work: The Georgia Department of Transportation (GDOT) is currently planning improvements to add two (2) new, barrier separated express lanes in both directions of I 285 between the Chattahoochee River and Burnt Fork Creek, and in both directions of SR 400 from Northland Drive to the North Springs MARTA Station in Fulton and DeKalb Counties. As part of this project, GDOT's contractor will be responsible for relocating any existing sanitary sewer facilities that conflict with the proposed roadway improvements. GDOT anticipates beginning the procurement process for this project in CYQ3 2026, with construction expected to begin in CYQ2 2027. Prior to initiating procurement, GDOT has requested the execution of a Memorandum of Understanding (MOU) between Fulton County and GDOT. This MOU will allow the GDOT Public Private Partnership (P3) team to include the design and construction of sewer line relocations in its project bid. Once the P3 team has been selected by GDOT, any costs associated with relocating the existing sewer facilities along both directions of the I 285 Express Lanes and SR 400 project will be fully covered by GDOT. Fulton County staff will be onsite during the sewer relocation activities to ensure all work is performed in accordance with Fulton County standards.

Community Impact: Fulton County currently has sewer lines located along both directions of the I 285 Express Lanes and SR 400. The planned roadway improvements will impact these existing sewer facilities, which serve developments in the area as well as the broader Fulton County collection system. As part of the project delivery process, the relocation of the existing sewer lines will be fully funded through the Georgia Department of Transportation (GDOT) Public Private Partnership (P3) contract.

Department Recommendation: The Department of Public Works believes that the most cost effective approach to completing the required sewer line relocations is to allow GDOT to include this work in its roadway construction contract. Therefore, the Department of Public Works recommends that Fulton County enter into the Public Private Partnership (P3) agreement and the Memorandum of Understanding (MOU).

Project Implications: The roadway improvements will impact existing sewer lines due to modifications to current grades and the widening required for the Express Lanes along I 285 and SR 400, making sewer line relocations necessary. In addition, sewer manholes will be adjusted to match the proposed roadway surface. These sewer line relocations are required to ensure continued and reliable sewer service in this area.

Community Issues/Concerns: Sewer service will be maintained throughout the construction period. However, temporary service interruptions may occur during construction between the new and existing sewer lines. Impacted customers will be notified in advance.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed P3 & MOU. This type of arrangement between GDOT and Fulton County has worked well on past projects.

Contract Modification:

Agenda Item No.: 26-0387 **Meeting Date:** 7/15/2026

New Procurement

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

Georgia Department of Transportation (GDOT)

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

Exhibit A - P3 MOU between GDOT and Fulton County 0017135_0019965

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

Georgia Department of Transportation (GDOT)

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$0.00
TOTAL:	$0.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I301 Water & Sewer Renewal and Extension Fund

Key Contract Terms	
Start Date:	**End Date:**

Agenda Item No.: 26-0387 **Meeting Date:** 7/15/2026

Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

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

Georgia DOT Project: I-285 Express Lane East, Phase 1 & 2
GDOT P.I. 0017135 & 0019965

PUBLIC PRIVATE PARTNERSHIP (P3)
MEMORANDUM OF UNDERSTANDING
between the
Georgia Department of Transportation (hereinafter the DEPARTMENT)
and
Fulton County (hereinafter the OWNER)

Whereas the DEPARTMENT proposes to procure and/or develop two P3 projects, hereinafter referred to as the PROJECTs, to add two (2) new, barrier-separated express lanes in both directions of I-285 between the Chattahoochee River and Burnt Fork Creek and in both directions of SR 400 from Northland Dr to the North Springs MARTA Station in Fulton and DeKalb County, Georgia as authorized by O.C.G.A. §§ 32-2-80, 32-2-82; and

Whereas the DEPARTMENT will accomplish the PROJECT through (i) a developer, hereinafter referred to as the DEVELOPER, which will enter into a contract, hereinafter referred to as the CONTRACT; and (ii) the OWNER;

Whereas, pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT is authorized to pay or participate in the payment of the costs of removal, relocation, protection, or adjustment of the OWNER'S facilities, hereinafter referred to as the UTILITY ADJUSTMENT WORK, where the DEPARTMENT has made the determination that (i) the type of facility is one of those delineated in Section 1. below; (ii) such payments are in the best interest of the public and necessary in order to expedite the staging of the PROJECT; and (iii) the costs of the UTILITY ADJUSTMENT WORK are included as part of the PROJECT; and

Whereas the OWNER may elect for the UTILITY ADJUSTMENT WORK to be carried out (i) by the OWNER; or (ii) by the DEVELOPER under the CONTRACT either utilizing the OWNER'S pre-approved design consultants and contractors (provided such design consultants or contractors agree to be bound by the obligations with respect to performance of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING and the CONTRACT) or utilizing the DEVELOPER'S own design consultants and contractors.

1. Type of Utility

The OWNER has the following utility facilities in respect of which UTILITY ADJUSTMENT WORK may need to be carried out as a result of the proposed PROJECT:

Type of facility or facilities of the OWNER: [*Check to signify*]

☐ Domestic water mains and distribution lines and associated appurtenances
☒ Sanitary Sewer facilities and/or Storm Drainage System
☐ Electrical Distribution (overhead and underground) wires, poles, etc.
☐ Electrical Transmission (overhead and underground) wires, poles, etc.
☐ Natural Gas Distribution Facilities (underground)
☐ Natural Gas Transmission Facilities (underground)
☐ Petroleum Pipeline (underground)
☐ Telecommunications facilities and equipment
☐ Cable TV facilities

☐ Street Lighting
☐ Internet Data Service
☐ Other Facilities contemplated under O.C.G.A. § 32-6-170(b) (Description) Click or tap here to enter text.

2. New Utility Facilities Proposed (Betterment)

The OWNER desires the following to be installed as new additional facilities within the PROJECT right of way, hereinafter referred to as a BETTERMENT:

[*Insert here or attach a detailed description of proposed new additional utility installations*]

Click or tap here to enter text.
Click or tap here to enter text.

The OWNER acknowledges and agrees that (i) any BETTERMENT will be subject to terms to be mutually agreed between the DEVELOPER and the OWNER and documented pursuant to a separate betterment agreement between the DEVELOPER and the OWNER, a copy of which betterment agreement must be provided to the DEPARTMENT; (ii) any such BETTERMENT will be subject to the same standards and requirements as if it were necessary UTILITY ADJUSTMENT WORK; and (iii) the OWNER will be responsible for all costs relating to any BETTERMENT and the DEPARTMENT will have no obligation to pay for or facilitate any such BETTERMENT.

3. Assignment of Responsibilities for Design and Construction

The OWNER hereby acknowledges and agrees that (i) prior to the award of the CONTRACT, the DEPARTMENT will not have in its possession final plans to be utilized to determine exact locations of the UTILITY ADJUSTMENT WORK; (ii) Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities; and (iii) the OWNER has used the SUE plans for developing its determination of commitments as indicated below.

Pursuant to O.C.G.A. § 32-6-170(b), the DEPARTMENT may elect to enter into an SUA with the OWNER for specific utility relocations outside of the CONTRACT with the DEVELOPER. The terms and conditions, including payment, of those relocations shall be included in the SUA's and made available to the DEVELOPER.

For resolution of utility conflicts identified by the DEVELOPER where the DEPARTMENT has not elected to enter an SUA with the OWNER under O.C.G.A. § 32-6-170(b), the OWNER hereby makes the following commitments with respect to the PROJECT and the UTILITY ADJUSTMENT WORK:

3A. The OWNER, at the DEPARTMENT'S cost pursuant to a Standard Utility Agreement, will provide the following services in respect of the UTILITY ADJUSTMENT WORK for the properties for which it has established prior rights: [*Check to signify*]

Design ☐
Construction ☐

The OWNER must provide documented proof of the prior right and that documentation must be verified and approved by the DEPARTMENT prior to execution of this MEMORANDUM OF UNDERSTANDING.

3B. The OWNER elects for the following services in respect of the UTILITY ADJUSTMENT WORK to be included in the CONTRACT pursuant to O.C.G.A. § 32-6-170(b). The UTILITY ADJUSTMENT WORK will be included in the scope of the CONTRACT and the costs of the UTILITY ADJUSTMENT WORK will be included in the overall PROJECT costs under the CONTRACT:

<u>Option 1</u>: Work to be performed by the OWNER's pre-approved design consultants and/or contractors identified in attached "Exhibit A": [*Check to signify*]

Design ☒
Construction ☒

<u>Option 2</u>: Work to be performed by the DEVELOPER at the DEVELOPER's cost: [*Check to signify*]

Design ☐
Construction ☐

[*If both are checked under Option 2, please leave Exhibit A blank*]

All UTILITY ADJUSTMENT WORK completed as per this section in accordance with the plans, when approved, shall be, and shall be deemed to be, included as among the "Work" under the CONTRACT and accomplished by the DEVELOPER except as follows: [*Check none or list any work items to be performed by the OWNER and identify whether such work items will be at the DEPARTMENT's cost pursuant to a Standard Utility Agreement under option 3A above or at the OWNER's cost under option 3C below.*]

None ☐

Excluded Items Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

Comments Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

3C. OWNER, at OWNER'S cost, will provide the following services: [*Check to signify*]

Design ☐
Construction ☐

The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans, will be accomplished by the DEPARTMENT prior to award of the CONTRACT and thereafter supplemented by the DEVELOPER.
2. For utility relocations not developed by the OWNER, the DEVELOPER will- developed certain "Utility Adjustment Plans" and associated "highway construction plans", reflecting, among other things, the location of presently existing OWNER facilities and the proposed new location of such facilities plans will be developed by the DEVELOPER (the "Plans"). The DEVELOPER will and thereafter provided the Plans to the OWNER after the CONTRACT is awarded. The DEVELOPER shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and the DEPARTMENT when required under the CONTRACT.

3. The OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the CONTRACT. Such final design or proprietary design shall be coordinated with the DEVELOPER to ensure it resolves the utility conflicts with the PROJECT.

4. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the DEVELOPER and submit a No Conflict GPAS Permit.

5. For UTILITY ADJUSTMENT WORK included within the CONTRACT, all construction, engineering, and contract supervision shall be the responsibility of the DEPARTMENT and the DEVELOPER to ensure that all UTILITY ADJUSTMENT WORK included in the CONTRACT is accomplished in accordance with the PROJECT's plans and specifications. The DEVELOPER will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.

6. For UTILITY ADJUSTMENT WORK under Option 3B, Option 1, above that is included in the CONTRACT, the OWNER shall require that the DEVELOPER ensure that the design, construction, and installation of the OWNER'S facilities is performed by the OWNER'S pre-approved design consultant and/or contractor (if option 3B, Option 1 has been selected) and/or by the DEVELOPER (if option 3B, Option 2 has been selected). As between the DEPARTMENT and the OWNER, only the DEPARTMENT has the authority to stop UTILITY ADJUSTMENT WORK once commenced with the exception where the UTILITY ADJUSTMENT WORK poses a safety hazard or operational issue. For the avoidance of doubt, the DEPARTMENT/DEVELOPER shall only be obligated to accept an OWNER pre-approved consultant or contractor if such party agrees to be bound by the obligations with respect to performance of UTILITY ADJUSTMENT WORK under this MEMORANDUM OF UNDERSTANDING and the CONTRACT (including, for the avoidance of doubt, the requirements relating to Buy America/Buy America/Building America set forth in Section 10 below).

7. For UTILITY ADJUSTMENT WORK included in the CONTRACT, the OWNER shall have the rights, and any of OWNER's consultants shall be permitted to visit and inspect the UTILITY ADJUSTMENT WORK at any time and to advise the DEVELOPER and the DEPARTMENT of any observed discrepancies or potential issues. The DEPARTMENT agrees to obligate the DEVELOPER to notify the OWNER when all UTILITY ADJUSTMENT WORK is completed and ready for final inspection by the OWNER.

8. Upon completion of the UTILITY ADJUSTMENT WORK included in the CONTRACT and upon acceptance by the DEPARTMENT and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER shall accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT's "Utility Accommodations Policy and Standards Manual (UAM), current edition" and applicable "Standard Utility Agreements" between the DEPARTMENT and the OWNER, then in effect without further cost to the DEPARTMENT or the DEVELOPER. Acceptance of the UTILITY ADJUSTMENT WORK shall be accomplished by the execution of the Utility Facility Relocation Acceptance Form. The DEVELOPER shall provide the OWNER with a complete set of "As-Built Plans" for review and approval reflecting the UTILITY ADJUSTMENT WORK performed by the DEVELOPER. Upon completion of the Utility Facility Relocation Acceptance Form and the exchange of the final OWNER approved "As-Built Plans", the OWNER will operate and maintain the installed facilities going forward based on the date of execution of the Utility Facility Relocation Acceptance Form by the DEPARTMENT.

9. For all coordination, work, services, reimbursement, and other matters in respect of UTILITY ADJUSTMENT WORK under this PUBLIC PRIVATE PARTNERSHIP (P3) MEMORANDUM OF UNDERSTANDING, the OWNER shall comply with all requirements under the DEPARTMENT'S UAM and shall cooperate with the DEVELOPER in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any applicable "Standard Utility Agreements" then in effect between the DEPARTMENT and the OWNER. The OWNER agrees to cooperate in good faith with the DEVELOPER and to respond to all requests for information or meetings required to reach a resolution of any disputed items.

10. Buy America/Build America Requirements.

a. The OWNER acknowledges that the PROJECT is federally funded, and as such, any UTILITY ADJUSTMENT WORK performed by or on behalf of the OWNER is subject to the requirements of the Buy America Act (23 U.S.C. § 313), as supplemented and amended by the Build America, Buy America Act (Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and all applicable Federal Highway Administration (FHWA) regulations, including but not limited to 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c), and 2 C.F.R. part 184 (collectively, "Buy America Requirements").

b. The OWNER shall remain fully responsible for compliance with the Buy America Requirements for any UTILITY ADJUSTMENT WORK performed by the OWNER, its pre-approved design consultants, contractors, subcontractors, or suppliers. The OWNER may utilize pre-approved consultants or contractors, but OWNER retains primary legal responsibility for ensuring all UTILITY ADJUSTMENT WORK and all permanently incorporated materials meet Buy America Requirements, regardless of who performs the work.

c. For all UTILITY ADJUSTMENT WORK subject to Buy America Requirements, the OWNER shall submit (i) a Certificate of Compliance ("Exhibit B-1") for all iron, steel, manufactured products, and construction materials, as classified in accordance with 2 C.F.R. § 184.6 and current FHWA guidance; or (ii) a Request for Waiver/Documentation of Inapplicability, inclusive of supporting documentation, as reasonably required by the DEPARTMENT. Such certification or request shall be provided: (i) with this MOU or no later than prior to the procurement and installation of applicable materials, or with each invoice submitted for payment for UTILITY ADJUSTMENT WORK only as approved by the DEPARTMENT in its sole discretion, and (ii) uploaded to AASHTO DataMine or another DEPARTMENT-designated repository, with updates submitted within 10 business days of any material change.

d. If OWNER believes certain materials or work are exempt from Buy America Requirements (e.g., below funding thresholds, excluded materials per 2 C.F.R. § 184.6, or otherwise), then OWNER shall submit a Request for Waiver/Documentation of Inapplicability, inclusive of supporting documentation, describing the basis for such claim. Only the DEPARTMENT may determine whether a waiver will be sought and only the DEPARTMENT may submit any formal waiver request to FHWA. If the DEPARTMENT elects not to pursue or is denied a waiver, the Department will provide OWNER written notice of such determination. The OWNER is obligated to comply with all Buy America Requirements and provide a Certificate of Compliance within fifteen (15) days of receipt of such notice.

e. Should OWNER fail to submit the required certification or supporting documentation, then the DEPARTMENT may, upon written notice, suspend payment or require the removal and replacement of non-compliant materials. OWNER will be given 10 business days from receipt of notice to cure such deficiency, unless immediate action is required for safety or federal compliance. Any false certification, withholding of information, or submission of misleading information may constitute a criminal offense under 18 U.S.C. § 1001 and may result in prosecution, loss of payment, and removal of applicable subcontractors from the PROJECT.

f. OWNER must maintain all related records and supporting documentation for a minimum of three (3) years following DEPARTMENT's final acceptance of the UTILITY ADJUSTMENT WORK.

g. If none of the UTILITY ADJUSTMENT WORK is performed by the OWNER, then the OWNER shall have no responsibility for complying with, or for ensuring any contractor's or subcontractor's compliance with, the Buy America Requirements.

11. The DEVELOPER shall be obligated under the CONTRACT to perform those obligations (a) expressly stated to be performed by the DEVELOPER hereunder and (b) that are delegated to the DEVELOPER under the terms of the CONTRACT as relates to "Utility Adjustment Work" (as defined thereunder) in respect of the OWNER's facilities. Nothing in this PUBLIC PRIVATE PARTNERSHIP (P3) MEMORANDUM OF UNDERSTANDING shall be construed to abrogate the DEVELOPER's obligations under the CONTRACT.

.

[signature page follows]

APPROVED FOR THE OWNER BY:

_____ Click or tap to enter a date.
(Signature) (Date)

Click or tap here to enter text.

(Printed Name and Title)

APPROVED FOR THE DEPARTMENT BY:

_____ Click or tap to enter a date.
(Signature) (Date)

STATE UTILITIES ADMINISTRATOR

Exhibit A

OWNER Pre-Approved Contractor List

Company Name: John D. Stephens, Inc.
Address: 272 Hurricane Shoals Road NE, Lawrenceville, GA 30046
Phone: 770-972-8000
Contact Person: Jennifer Butler
E-Mail: info@johndstephens.com

Company Name: Site Engineering Inc
Address: 7025 Best Friend Road, Atlanta, GA 30340
Phone: 770-263-7234
Contact Person: Paxton Billinglsey
E-Mail: paxtone@siteengineering.com

Company Name: Ruby-Collins Inc
Address: 4875 Martin Court SE, Smyrna, GA 30082
Phone: 770-432-2900
Contact Person: Nikki Carr
E-Mail: nearra@ruby-collins.com

Please provide a minimum of three.

OWNER Pre-Approved Design Consultant List

Company Name: Stantec Inc
Address: 3157 Royal Drive Suite 250, Alpharetta, GA 30022
Phone: 678-327-2929
Contact Person: Jennifer Kolbe
E-Mail: Jennifer.kolbe@stantec.com

Company Name: Prime Engineering Inc
Address: 3715 Northside Parkway NW, Building 300, Suite 200, Atlanta, GA 30327
Phone: 404-425-7100
Contact Person: Rob MacPherson
E-Mail: info@prime-eng.com

Company Name: Gresham Smith
Address: 1125 Sanctuary Parkway Suite 350
Phone: 770-754-0755
Contact Person: Jerry Wylie
E-Mail: jerry.wylie@greshamsmith.com

Please provide a minimum of three.

Exhibit B-1

COMPLIANCE WITH BUY AMERICA AND BUILD AMERICA, BUY AMERICA REQUIREMENTS

[●] (as "Owner") shall comply with the requirements of 23 U.S.C. § 313 as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the federal regulations under 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c) and 2 C.F.R. § 184, as each may be further amended from time to time.

23 C.F.R. § 635.410 permits federal financial assistance in a contract to design and build a project only if (a) all iron and steel used in the project be produced in the United States (i.e., all manufacturing processes, from the initial melting stage through the application of coatings, to occur in the United States); (b) all manufactured products[1] used in the project are produced in the United States (i.e., the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product[2], unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation); and (c) all construction materials[3] are manufactured in the United States (i.e., all manufacturing processes for the construction material occurred in the United States and satisfy the material-specific requirements set forth in 2 C.F.R. § 184.6); provided, however, that the following exceptions shall apply:[4]

(i) iron and steel where all manufacturing processes did not occur in the United States may be used so long as the cumulative cost of such steel and iron materials as they are delivered to the project does not exceed 0.1% of the total contract amount, or $2,500, whichever is greater;

(ii) construction materials and manufactured products[5] not meeting the requirements set forth in subsections (b) and (c) above may be used so long as no more than the lesser of (A) $1,000,000, or (B) 5% of total applicable costs for the project (defined as the total cost of iron and steel, manufactured products, and construction materials used in the project, whether or not within the scope of an existing waiver); and

(iii) no domestic preference requirements under the statutes and regulations covered by this certification shall be applicable where the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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1 "Manufactured products" is as defined in 2 C.F.R. § 184.3.

2 To be calculated in accordance with 2 C.F.R. § 184.5.

3 "Construction materials" is defined in 2 C.F.R. § 184.3 (as affected by section 70917(c)(1) of the Infrastructure Investment and Jobs Act).

4 A waiver is currently in place for steel, iron, manufactured products, and construction materials in electric vehicle chargers manufactured prior to July 1, 2024 (see: FHWA "Waiver of Buy America Requirements for Electric Vehicle Chargers": https://www.federalregister.gov/documents/2023/02/21/2023-03498/waiver-of-buy-america-requirements-for-electric-vehicle-chargers). Consult the waiver itself for more detail.

5 A nationwide Buy America waiver that supersedes Build America, Buy America requirements is scheduled to sunset as follows: (a) the requirement for manufactured products, which are not predominantly steel or iron products or a combination of both, must be produced in the United States will be effective for federally participating FHWA projects, with funds committed on or after October 1, 2025; and (b) the requirement for 55% of manufactured products' components, by cost, being minded, produced, or manufactured in the United States will be effective for projects with FHWA funds so committed on or after October 1, 2026. "Predominantly steel or iron products or a combination of both" is defined essentially as a product where the cost of iron and steel content exceeds 50% of the total cost of all the components of the product. See: https://www.ecfr.gov/current/title-23/chapter-I/subchapter-G/part-635/subpart-D/section-635.410.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Public Private Partnership (P3) Memorandum of Understanding (MOU), by and between the Georgia Department of Transportation (GDOT) and Owner, dated as of [●], or Standard Utility Agreement (SUA), by and between Owner and GDOT, dated as of [●], be investigated, Owner bears the burden of proof to establish that it is in compliance.

At Owner's request, GDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist pursuant to 23 C.F.R. § 635.410(c), as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021) and 2 C.F.R. § 184.7. However, the Developer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by GDOT. A request for a waiver shall be treated as a request to amend the SUA.

CERTIFICATE OF COMPLIANCE

With respect to the following project:

P.I. No.0017135/0019965 – I-285 Express Lane East, Phase 1 & 2 Dekalb and Fulton COUNTIES

OWNER hereby certifies, for the referenced project:

That all iron, steel, manufactured products, and construction materials permanently incorporated into the PROJECT as part of the Utility Adjustment Work performed by OWNER or on OWNER's behalf fully comply with the requirements of 23 U.S.C. § 313, the Build America, Buy America Act, 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c), and 2 C.F.R. part 184, including the specific material classification requirements in 2 C.F.R. § 184.6.

Supporting documentation (including self-certification forms for all covered materials, mill test reports, supplier certifications, DataMine report references, and all related source material) is attached and will be retained for no less than three (3) years from date of final acceptance by GDOT and available for GDOT/FHWA audit.

Project P.I. No: []

Project Name: []

County(ies): [_____]

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

REQUEST FOR WAIVER/DOCUMENTATION OF INAPPLICABILITY

With respect to the following project:

P.I. No.0017135/0019965 – I-285 Express Lane East, Phase 1 & 2 Dekalb and Fulton COUNTIES

OWNER hereby certifies, for the referenced project, that certain materials or work do not fall within the scope of the Buy America Requirements for the following reason(s) (attach supporting evidence and, where a waiver is requested, all documentation required by FHWA/GDOT. Select all that apply and describe):

[ ] Material is listed as excluded under 2 C.F.R. § 184.6 (documentation attached).

[ ] Total project federal funding is below $500,000 threshold.

[ ] Other regulatory exclusion – describe: _____.

[ ] Formal waiver requested (attach supporting documentation; pending GDOT/FHWA approval).

[ ] Other (explain): _____.

If GDOT elects not to pursue or does not receive a waiver, OWNER acknowledges the obligation to comply with all Buy America Requirements and provide a Certificate of Compliance within fifteen (15) days of notice.

Project P.I. No: []

Project Name: []

County(ies): [_____]

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Company: _____

BUY AMERICA CERTIFICATE OF COMPLIANCE
SUPPORTING DOCUMENTS ATTACHMENTS

Attachment	Included	Description of Attachments
FHWA/AASHTO self-certification form(s) for all covered materials per commodity and supplier	☐	
Mill test reports, bills of lading, DataMine upload references	☐	
Supplier/manufacturer attestation for domestic manufacturing process for iron/steel/construction materials, or manufactured products	☐	
Waiver or exclusion documentation (if applicable)	☐	
Any other documentation required by GDOT or FHWA for audit compliance	☐	

Exhibit B-2

FHWA/AASHTO SELF-CERTIFICATION FORM(S) FOR ALL COVERED MATERIALS PER COMMODITY AND SUPPLIER

[Please click here to download the form]

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0388 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) for the resurfacing of State Route 141 (Medlock Bridge Road) from the Gwinnett County Line to the Forsyth County Line in Fulton County (Project ID M006781). The project includes the adjustment of two sanitary sewer manholes and eighteen water valve boxes, along with associated appurtenances. The estimated cost of the project is $33,000.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that “[a]ll official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.”

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Scope of Work: The Georgia Department of Transportation (GDOT) is planning to resurface State

Route 141 (Medlock Bridge Road) from the Gwinnett County Line to the Forsyth County Line in Fulton County. As part of this project, two sanitary sewer manholes and eighteen water valve boxes, along with associated appurtenances located within the existing Fulton County-owned sewer line right-of-way, will need to be adjusted to meet the proposed grade. GDOT plans to bid the project by the end of 2026 and has requested the execution of a Contract Item Agreement (CIA) with Fulton County. This agreement will allow GDOT to include the sewer manhole and water valve box adjustments in their bid package. Fulton County will reimburse GDOT for the actual cost of the utility adjustment work upon completion and acceptance of the bid. Sewer and water service is expected to remain largely uninterrupted during the construction period. Fulton County staff will be on-site during the sewer manhole and water valve box adjustments to ensure the work is completed in accordance with County standards. The estimated cost for the adjustment of the impacted sewer and water infrastructure is $33,000.00, which has been budgeted through the Water & Sewer Fund and included in the 2026-2030 Capital Improvement Program.

Community Impact: The existing 12 inch water line serves various facilities along the resurfacing corridor of State Route 141 (Medlock Bridge Road) within Fulton County. The planned roadway resurfacing will impact several sewer manholes and water valve boxes that provide critical service to developments in the area. Adjustment of these manholes and water valve boxes is necessary to ensure uninterrupted service and to accommodate GDOT's construction activities.

Department Recommendation: The Department of Public Works believes the most cost effective approach to completing the sewer manhole and water valve box adjustments is to allow the Georgia Department of Transportation (GDOT) to include the work in their roadway project bid. Therefore, the Department recommends that Fulton County enter into a Contract Item Agreement (CIA) with GDOT.

Project Implications: The roadway resurfacing along State Route 141 (Medlock Bridge Road) will impact existing sewer manholes and water valve boxes due to necessary storm structure modifications and changes in roadway grades. As a result, the sewer manholes and water valve boxes must be adjusted to match the proposed roadway elevations. These adjustments are essential to maintaining continuous water and sewer service in the area.

Community Issues/Concerns: Water and Sewer service will be maintained throughout the construction period. However, temporary service interruptions may occur during the work. Impacted customers will be notified in advance.

Department Issues/Concerns: The Department of Public Works is not aware of any issues or concerns with the proposed CIA. Similar agreements between GDOT and Fulton County have proven effective on past projects.

Contract Modification:

New Procurement

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

Georgia Department of Transportation (GDOT)

Agenda Item No.: 26-0388 **Meeting Date:** 7/15/2026

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

Exhibit A - CIA between GDOT and Fulton County-PI M006781 Agm Pkg

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

Georgia Department of Transportation (GDOT)

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$33,000.00
TOTAL:	$33,000.00

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I301 Water & Sewer Renewal and Extension Fund

Key Contract Terms	
Start Date:	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

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

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 1, 2026

Mr. Robb Pitts
Chairman
Fulton County Board of Commissioners
141 Pryor Street, SW
10th Floor
Atlanta, GA 30303

Subject: **Project No. N/A, Fulton County**
P.I. No. M006781
Contract Item Agreement Undated – Water and Sewer Facilities

Dear Mr. Pitts:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to **Fulton County** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which **Fulton County** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **$33,000.00** of which the **Department** will bear **0% or $0.00** and **Fulton County will bear 100% or $33,000.00**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of **Fulton County** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of **Fulton County** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

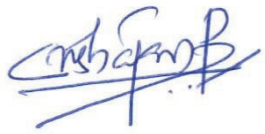
Also, please provide Fulton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that Fulton County pay the Department the revised amount

as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Paul DeNard, P.E., District 7 Engineer
Justin Willingham, E.I.T., District 7 Utilities Manager
Kevin Bailey, Maintenance Design Engineer
Frantz Boileau, Utilities Preconstruction Specialist

Account No. – Class: 733005-309
Department ID: 4848050000
Program No.: 4181501

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fulton County
G.D.O.T. P.I. No.: M006781

THIS AGREEMENT, made this _____ , by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **Fulton County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to resurface State Route 141 from the Gwinnett County Line to the Forsyth County Line in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water and sewer** facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water and sewer** facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the LOCAL AGENCY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **$33,000.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **$0.00 or 0% and the LOCAL AGENCY shall bear $33,000.00 or 100%.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

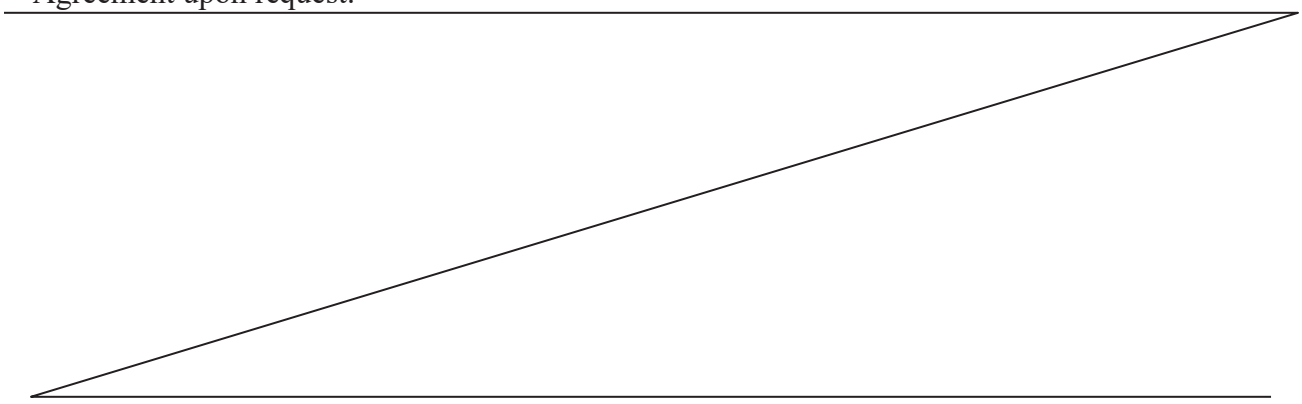
10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FULTON COUNTY

BY: _____
CHAIRMAN

APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY

Signed on behalf of Fulton County pursuant to resolution dated _____.
****
FEIN_____
****

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: FULTON
G.D.O.T. P.I. NO.: M006781
DATE: June 1, 2026 DB

Signed, sealed and delivered this _____ day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY:_____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FULTON COUNTY, P.I. No. M006781 project to resurface State Route 141 from the Gwinnett County Line to the Forsyth County Line in Fulton County and that Mr. Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the _____ day of _____, 20___.

ATTEST:

_____ BY:_____

COMMISSION CLERK CHAIRMAN

APPROVED AS TO FORM:

BY: _____

COUNTY ATTORNEY

STATE OF GEORGIA,

FULTON COUNTY

I _____ , as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY:_____

COMMISSION CLERK

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. M006781, FULTON COUNTY, TO RESURFACE STATE ROUTE 141 FROM THE GWINNETT COUNTY LINE TO THE FORSYTH COUNTY LINE.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) | Date of Authorization

_____

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor) | Title (of Authorized Officer or Agent of Contractor)

_____ _____

Signature (of Authorized Officer or Agent) | Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

_____ [NOTARY SEAL]

Notary Public

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

PI M006781 (SR 141 FROM GWINNETT COUNTY LINE TO FORSYTH COUNTY LINE) - Fulton - Fulton County W&S Facilities - 6-1-26

Pay Item and Description		Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					Final QTY	Final Cost
				Orig Plan Total Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost		
ITEM NO.	Description (Item Number)		UNITS			$ -		$ -				$ -	$ -	$ -		$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE(611-8140)	Adjust to grade	EA	18	$ 1,500.00	$ 27,000.00			18			$ -	$ -	$ -		
611-8050	ADJUST MANHOLE TO GRADE(611-8050)	Adjust to grade	EA	2	$ 3,000.00	$ 6,000.00		$ -	2			$ -	$ -	$ -		
				0	$ -	$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -

		Notes: No extra payment shall be made for Road saw-cut, Asphalt removing, Grading & Traffic control. All above shall be consider line items for waterline installation. Fulton County Project Manager to oversee the Project for proposed waterline installation. *Task allowance shall be approved by Fulton County Project Manager.	TOTAL EST In-Kind $ 33,000.00	TOTAL Betterment EST $ -		TOTAL Actual Bid Cost $ -	TOTAL Actual In-Kind Bid Cost $ -	TOTAL Actual Betterment Bid Cost $ -	TOTAL $ -
	0.00%								
	UTILITY OWNER SHARE		NON-REIMBURSIBLE / FACILITY OWNER SHARE $ 33,000.00	TOTAL ESTIMATE IN-KIND & BETTERMENT $ 33,000.00		TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER $ -	TOTAL BID COST IN-KIND & BETTERMENT $ -		CHECK RECEIVED $ -
	100.00%								
			REIMBURSIBLE / GDOT SHARE $ -	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ 33,000.00		TOTAL BID COST / REIMBURSIBLE/ GDOT SHARE $ -	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ -		AMOUNT DUE FROM UTILITY OWNER $ -

NOTE:		NOTES:	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0389 **Meeting Date:** 7/15/2026

Department
Superior Court Administration

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to renew an existing contract - Superior Court, 25RFP1386059A-BKJ, Drug Testing in an amount not to exceed $350,000.00 with Technical Resource Management, LLC dba Cordant Health Solutions (Indianapolis, IN) to provide comprehensive drug testing and technology services to the participants of the County's Accountability Court Programs. This action exercises the first of two renewal options. One renewal option remains. Effective dates: July 1, 2026, through June 30, 2027.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-394(6), the Purchasing Department shall present all renewal requests to the Board of Commissioners at least 90 days prior to the contract renewal date, 60 days if the contract terms is six (6) months or less.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The mission of Fulton County Accountability Court (FCAC) is to provide a court-supervised diversion/alternative sentencing program to those offenders who suffer from substance use disorders and mental health issues. Additionally, the court will reduce recidivism, crime occurrence, reduce the cost to the community, and improve the quality of life for those participating. A primary function of the program is to monitor participants via randomized drug testing.

This contract is partially grant funded.

Scope of Work: The primary scope of work will be to provide randomized urine drug testing to the participants of the Accountability Courts. Provider will provide, support and maintain a secure, automated, HIPAA-Compliant web-based random selection testing calendar that is configurable to FCAC specified parameters. Provider will provide, support, and maintain a participant notification system that notifies participants of the need to test. The provider shall provide all necessary sample collection and transportation supplies and courier pick-up within 24 hours of notification for specimens collected at 1135A Jefferson St, NW, Atlanta location 5 days per week, Monday through Friday, and on Saturdays, when Saturday collections are scheduled. The provider shall provide all necessary sample collection services in addition to transportation supplies and courier pick-up within 24 hours of notification for specimens collected at the 7741 Roswell Blvd, Sandy Springs, GA location on the days of testing (2-3) times per week, Monday through Friday.

Community Impact: The contract will support drug testing services for criminal defendants in the Accountability Court Programs. The provision of these services will ensure program compliance and effective treatment/services for defendants with substance abuse addictions. Effective treatment programs improve safety and reduce criminal recidivism in the community.

Department Recommendation: Superior Court Administration recommends approval.

Project Implications: The provision of these services will ensure program compliance and effective treatment/services for defendants with substance abuse addictions.

Community Issues/Concerns: The Department is not aware of any community issues or concerns with this contract.

Department Issues/Concerns: The Department does not have any concerns with this contract.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	25-0613	8/20/2025	$350,000.00
Renewal No. 1			**$350,000.00**
Total Revised Amount			$700,000.00

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

Contract Value: **$350,000.00**
Prime Vendor: **Technical Resource Management, LLC dba Cordant Health Solutions**
Prime Status: **Non- Minority**
Location: **Indianapolis, IN**
County: **Marion County**
Prime Value: **$350,000.00 or 100.00%**

Total Contract Value: **$350,000.00 or 100.00%**

Total Certified Value: $0.00 or 100.00%

Exhibits Attached

Exhibit 1: Contract Renewal Agreement
Exhibit 2: Performance Evaluation

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

David Summerlin, District Court Administrator, Superior Court, 404.612.4529

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$350,000.00
Previous Adjustments:	$0.00
This Request:	$350,000.00
TOTAL:	$700,000.00

Fiscal Impact / Funding Source

Funding Line 1:

461-450-AC27-1451, Grant, Superior Court Administration, $140,739.00

Funding Line 2:

100-450-4507-1451, Fulton Accountability Court, Superior Court Administration $209,261.00

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 6/30/2027
Cost Adjustment:	**Renewal/Extension Terms**: O renewal option remains

Overall Contractor Performance Rating: 88%

Agenda Item No.: 26-0389 **Meeting Date:** 7/15/2026

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2026**

Report Period End: **3/31/2026**

CONTRACT RENEWAL AGREEMENT

DEPARTMENT: Superior Court Administration

BID/RFP# NUMBER: 25RFP1386059A-BKJ

BID/RFP# TITLE: Drug Testing

ORIGINAL APPROVAL DATE: August 20, 2025

RENEWAL EFFECTIVE DATES: July 1, 2026 - June 30, 2027

RENEWAL OPTION #: 1 OF 2

NUMBER OF RENEWAL OPTIONS: 2

RENEWAL AMOUNT: $350,000.00

COMPANY'S NAME: Technical Resource Management, LLC dba Cordant Health Solutions

ADDRESS: 5604 Fortune Circle South Drive, Suite N

CITY: Indianapolis

STATE: IN

ZIP: 46241

This Renewal Agreement No. 1 was approved by the Fulton County Board of Commissioners on BOC DATE: _____ BOC NUMBER: _____.

RENEWAL OF CERTIFICATE OF INSURANCE: The Contractor is required to maintain insurance during the entire term of this Agreement, including contract renewal options. The Contractor must furnish the County a renewal Certificate of Insurance showing the required coverage as specified in the Contract Agreement. A current COI must be provided before the commencement of work on this project. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

SIGNATURES: SEE NEXT PAGE

SIGNATURES:

Contractor/Vendor agrees to accept the renewal option and abide by the terms and conditions set forth in the contract and specifications as referenced herein:

FULTON COUNTY, GEORGIA	**TECHNICAL RESOURCE MANAGEMENT, LLC DBA CORDANT HEALTH SOLUTIONS**
Robert L. Pitts, Chairman **Fulton County Board of Commissioners**	**Hank Hathaway** **Chief Revenue Officer**

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

AUTHORIZATION OF RENEWAL:

David Summerlin
Superior Court of Fulton County

ITEM#: _____ RM: _____ **REGULAR MEETING**	**ITEM#: _____ 2ND RM: _____** **SECOND REGULAR MEETING**

CERTIFICATE OF INSURANCE

Performance Evaluation Details

ID	E1
Project	Drug Testing
Project Number	25RFP1386059A-BKJ
Supplier	Technical Resource Management, LLC dba Cordant Health Solutions
Supplier Project Contact	Proposal Manager (preferred language: English)
Performance Program	Professional Services
Evaluation Period	01/01/2026 to 03/31/2026
Effective Date	04/22/2026
Evaluation Type	Formal
Interview Date	04/15/2026
Expectations Meeting Date	04/15/2026
Status	Completed
Publication Date	04/22/2026 08:55 AM EDT
Completion Date	04/22/2026 08:55 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

PROJECT MANAGEMENT **20/20**

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments The vendor demonstrated strong project management during rollout, including helping to establish and refine several early processes. The product delivered met all required specifications, and their understanding of project objectives and contract requirements was solid with limited need for direction from our team.

SCHEDULE **20/20**

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments Rollout was on time, and staffing and implementation milestones were met as expected. No major scheduling issues occurred during the implementation period.

QUALITY OF DESIGN, REPORTS AND DELIVERABLES **14/20**

Rating

Satisfactory: Deliverables meet requirements and have an average number of issues on reports and deliverables.

Comments

While overall services are valued, the primary area needing improvement is the timeliness and reliability of deliverables.
This includes:
• Delays in confirmation testing and a lack of notification when confirmation results are ready. Cordant was able to provide feedback on this concern. While the turnaround time from receipt/request for confirmation testing in January was 119.58 hours, it had dropped to 59.56 hours in March as Cordant continues to refine lab processes. Cordant is also exploring options to provide confirmation testing notifications. Cordant advised that FCAC staff should reach out regarding any confirmation test still pending after 72 hours.
• Gaps in staffing coverage at collection sites are not consistently communicated. These issues directly affect workflow, participant accountability, and judicial response timelines. Recently, one of our program judges raised concerns about delayed results. Addressing these specific deliverablerelated issues will significantly improve service quality. Cordant was able to provide feedback that they were aware of the concerns and were working with specimen collectors to improve communication and availability.

COMMUNICATIONS AND CO-OPERATION **17/20**

Rating

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

Comments

Communication and cooperation from the vendor are excellent. The team is consistently responsive, accessible, and supportive when questions or issues arise. Their availability and openness to feedback are notable strengths. The only issue, as noted above, is communication regarding specimen collectors' schedule changes/callouts.

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS **17/20**

Rating

Excellent: Proactive approach to oversight of Contract compliance. Compliance issues are resolved in a timely manner to the User Department's satisfaction and exceeds expectations in some areas.

Comments

Contract compliance is generally solid. Issues that arise are addressed when brought to attention. Continued focus on ensuring deliverables meet contracted turnaround standards will further strengthen compliance.

GENERAL COMMENTS

Comments

The vendor provides strong professional service, excellent communication, and consistent support to the program. Addressing the identified issues related to the timeliness and completeness of deliverables will further enhance the partnership and overall program efficiency.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0392 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation of Proclamations and Certificates.

Proclamation recognizing “National Probation and Parole Week.” **(Barrett/BOC)**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0394 **Meeting Date:** 7/15/2026

Department
County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
July 2026 Justice System Update.

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

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Funding Line 1:

n/a

FULTON COUNTY GOVERNMENT

JUSTICE SYSTEM UPDATE



FULTON COUNTY GOVERNMENT

Justice System Update

JULY 15, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

JUSTICE SYSTEM SCORECARD
MONTHLY UPDATE

MEASURE	GOAL	MAY 2023 BASELINE	MAY 2026	JUN 2026	DELTA *(previous month vs. current month)*
Average Length of Stay	30 days	71 days	47 days	59 days	12 day increase
Jail Population Unindicted without other charges	10%	34%	12%	13%	1% increase
Clearance Rate for Felony Criminal Cases	100%	72%	127%	91%	36% decrease
Felony Cases Disposed within 180 Days	90%	25%	27%	37%	10% increase
Felony Cases Disposed within 365 Days	98%	63%	52%	66%	14% increase

Average length of stay calculated only after individuals have been booked out of the jail and does not include currently incarcerated inmates



FULTON COUNTY GOVERNMENT

Justice System Update

JULY 15, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

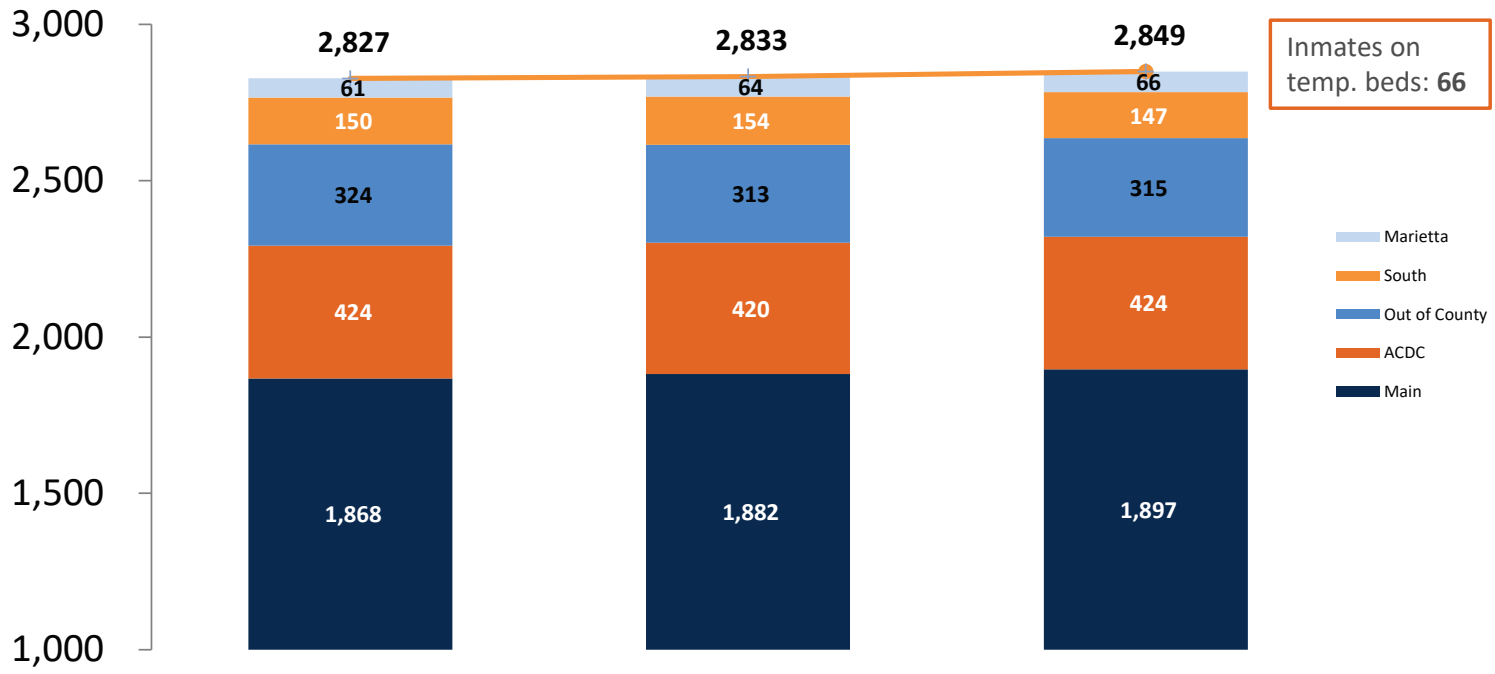
02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

AVERAGE MONTHLY POPULATION

2,877
as of 7/8/2026

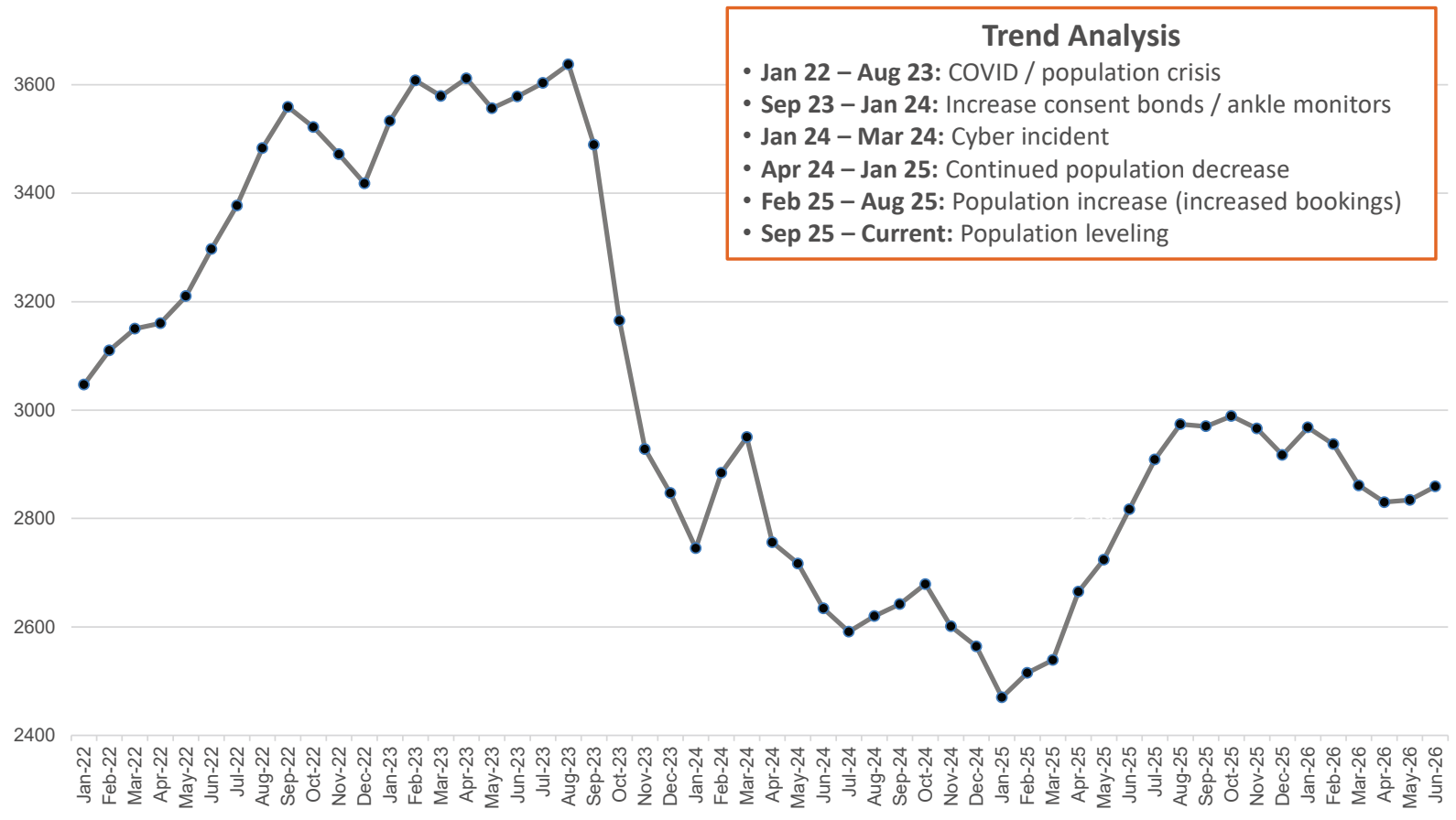


	April	May	June
Book In	1970	1871	1699
Book Out	1991	1891	1673
Net	21	20	-26

AVERAGE MONTHLY JAIL POPULATION
POPULATION BY FACILITY

	APRIL	MAY	JUNE	7/8/2026
Main	1,868	1,882	1,897	1,904
ACDC	424	420	424	436
Out of County	324	313	315	309
South Annex	150	154	147	160
Marietta Annex	61	64	66	68
TOTAL	2,827	2,833	2,849	2,877

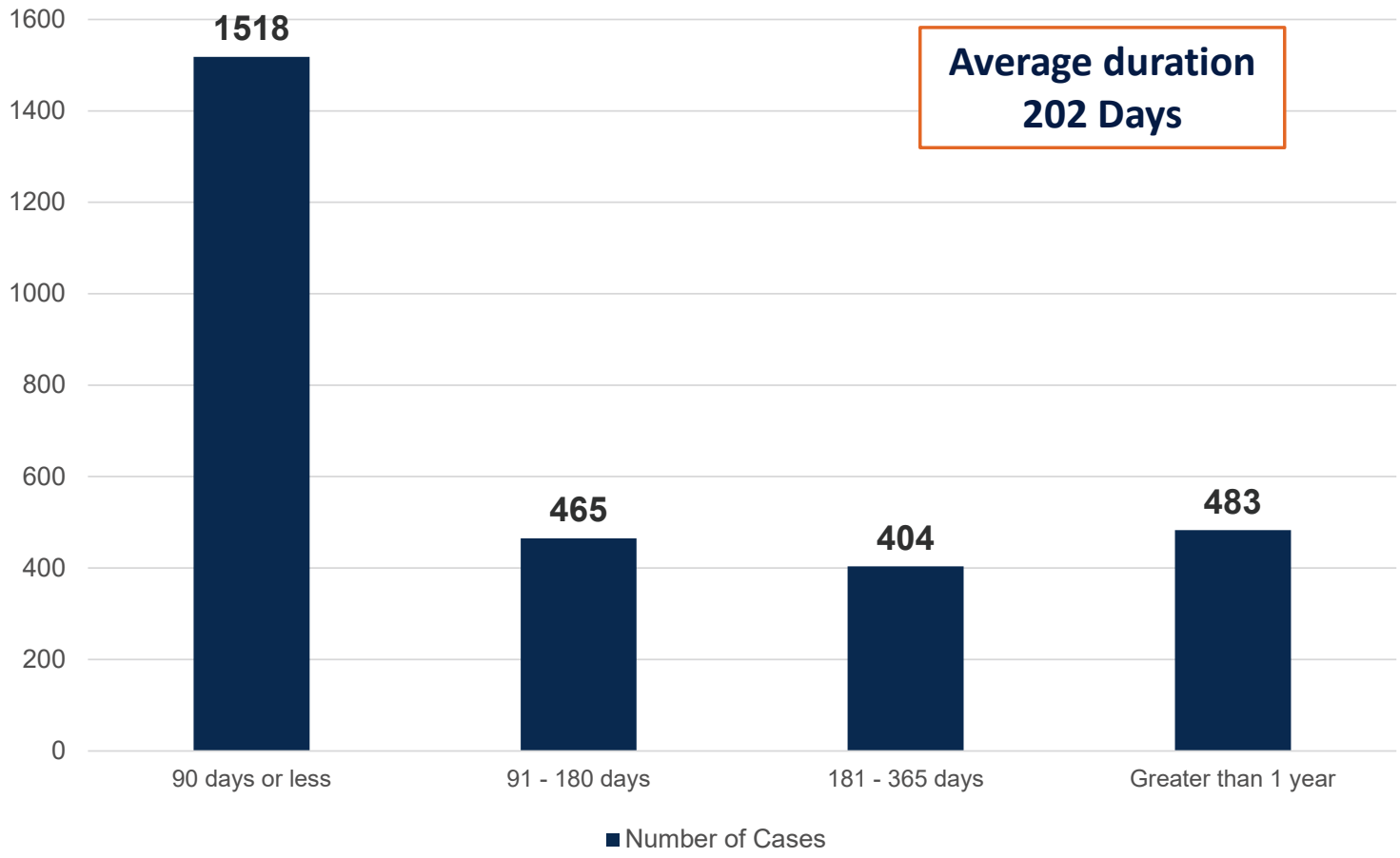
AVERAGE JAIL POPULATION - ALL FACILITIES
TRENDS



Trend Analysis

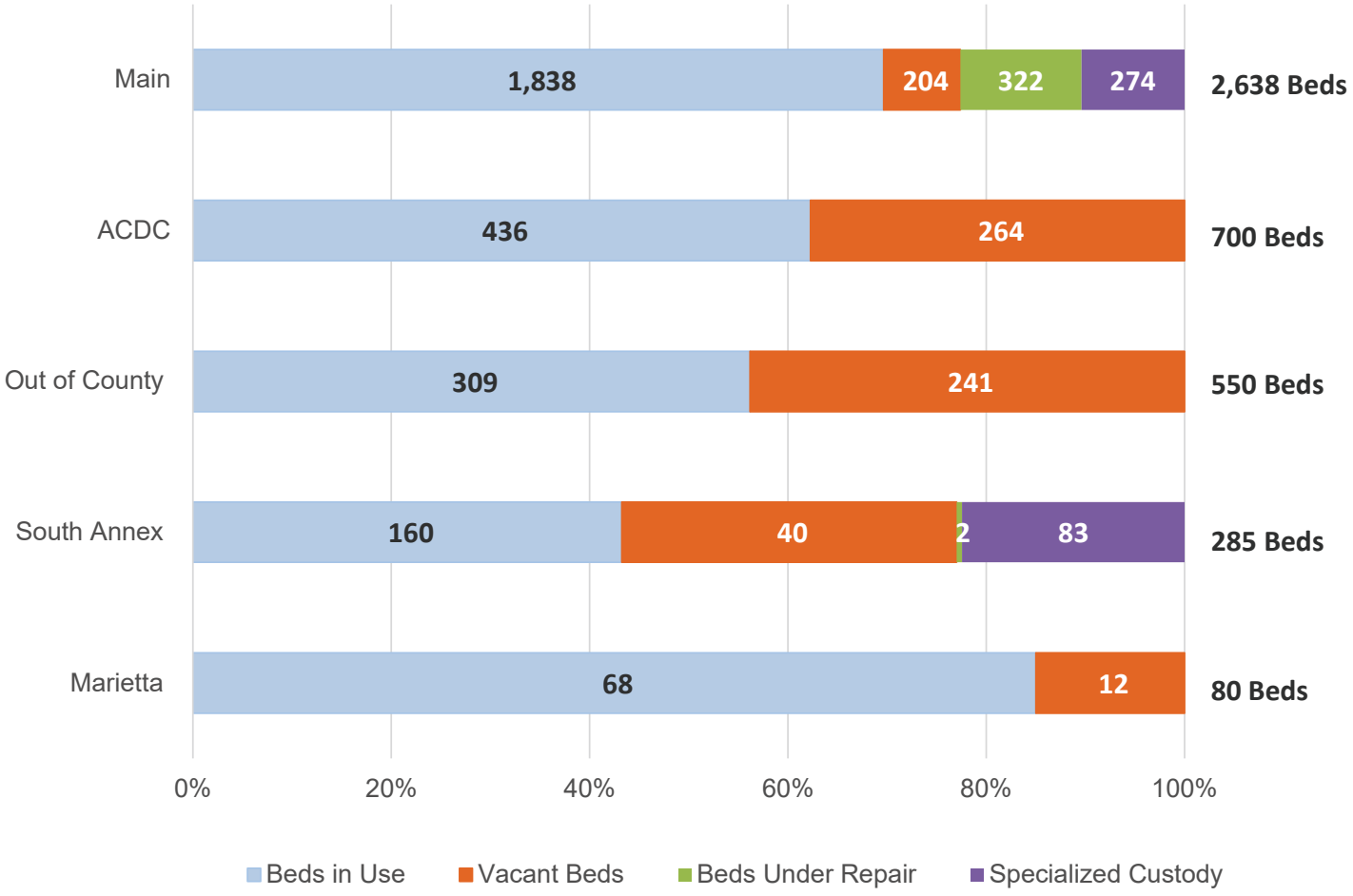
- **Jan 22 – Aug 23:** COVID / population crisis
- **Sep 23 – Jan 24:** Increase consent bonds / ankle monitors
- **Jan 24 – Mar 24:** Cyber incident
- **Apr 24 – Jan 25:** Continued population decrease
- **Feb 25 – Aug 25:** Population increase (increased bookings)
- **Sep 25 – Current:** Population leveling

LENGTH OF STAY FOR CURRENTLY INCARCERATED INMATES IN JAIL AS OF 7/1/2026



JAIL POPULATION
FACILITY UTILIZATION AS OF 7/8/2026

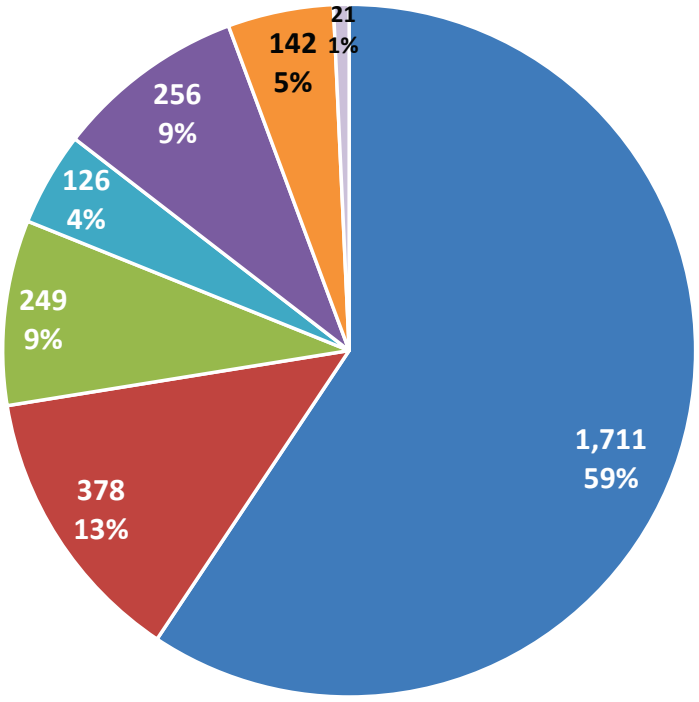
Specialized Custody: inmate classification, competency, discipline, protective custody



JAIL POPULATION

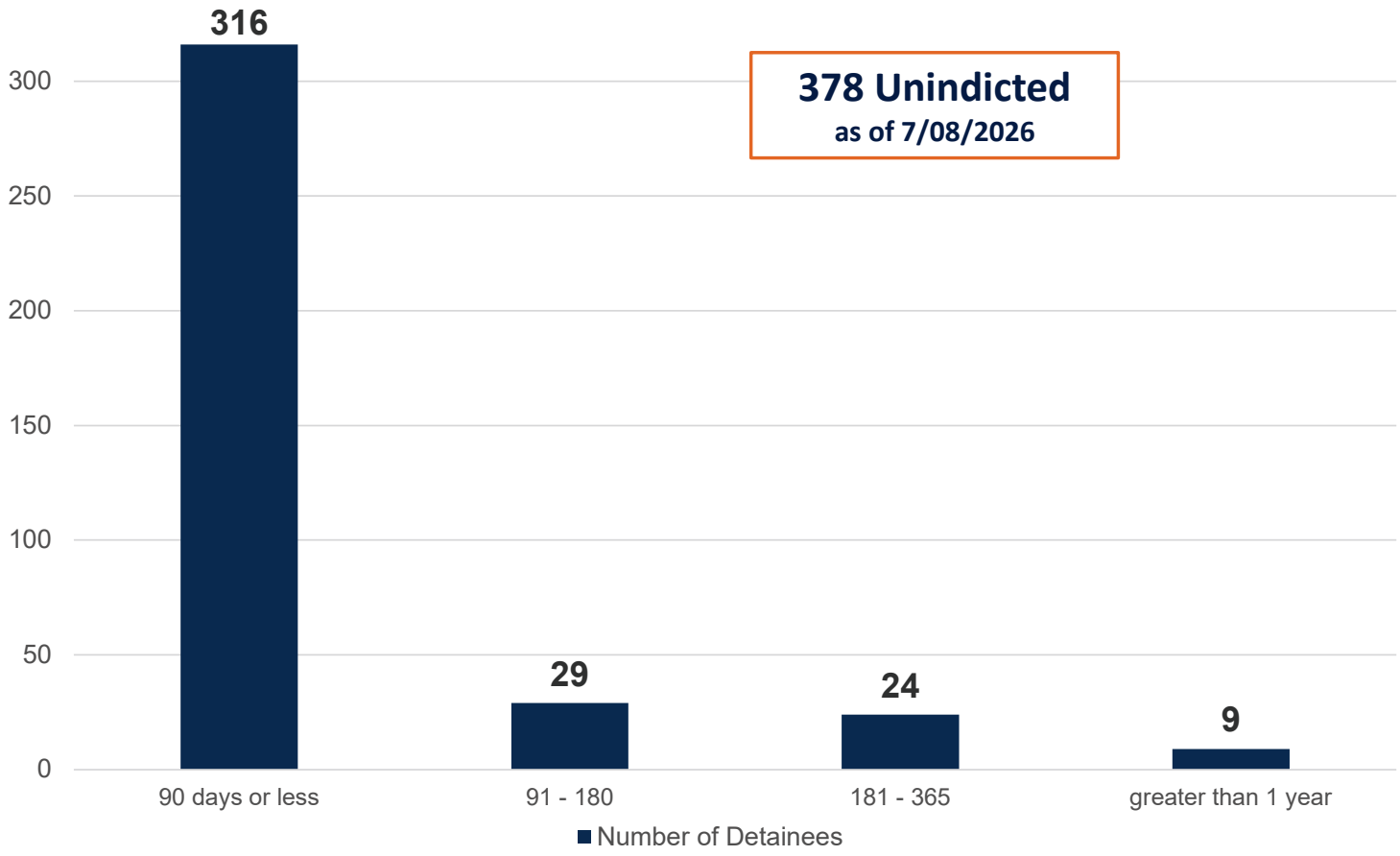
FULL INMATE ANALYSIS AS OF 7/8/2026

Status	Number of Inmates	
Unindicted	378	13%
Unaccused	21	1%
Indicted	1,711	59%
Accused	249	9%
Accused and Indicted	256	9%
Serving Sentence/CPO	142	5%
Other Hold Condition	126	4%
TOTAL	**2,883**	**100%**



- Indicted
- Unindicted
- Accused
- Accused and Indicted
- Other Hold Condition
- Serving Sentence/CPO
- Unaccused

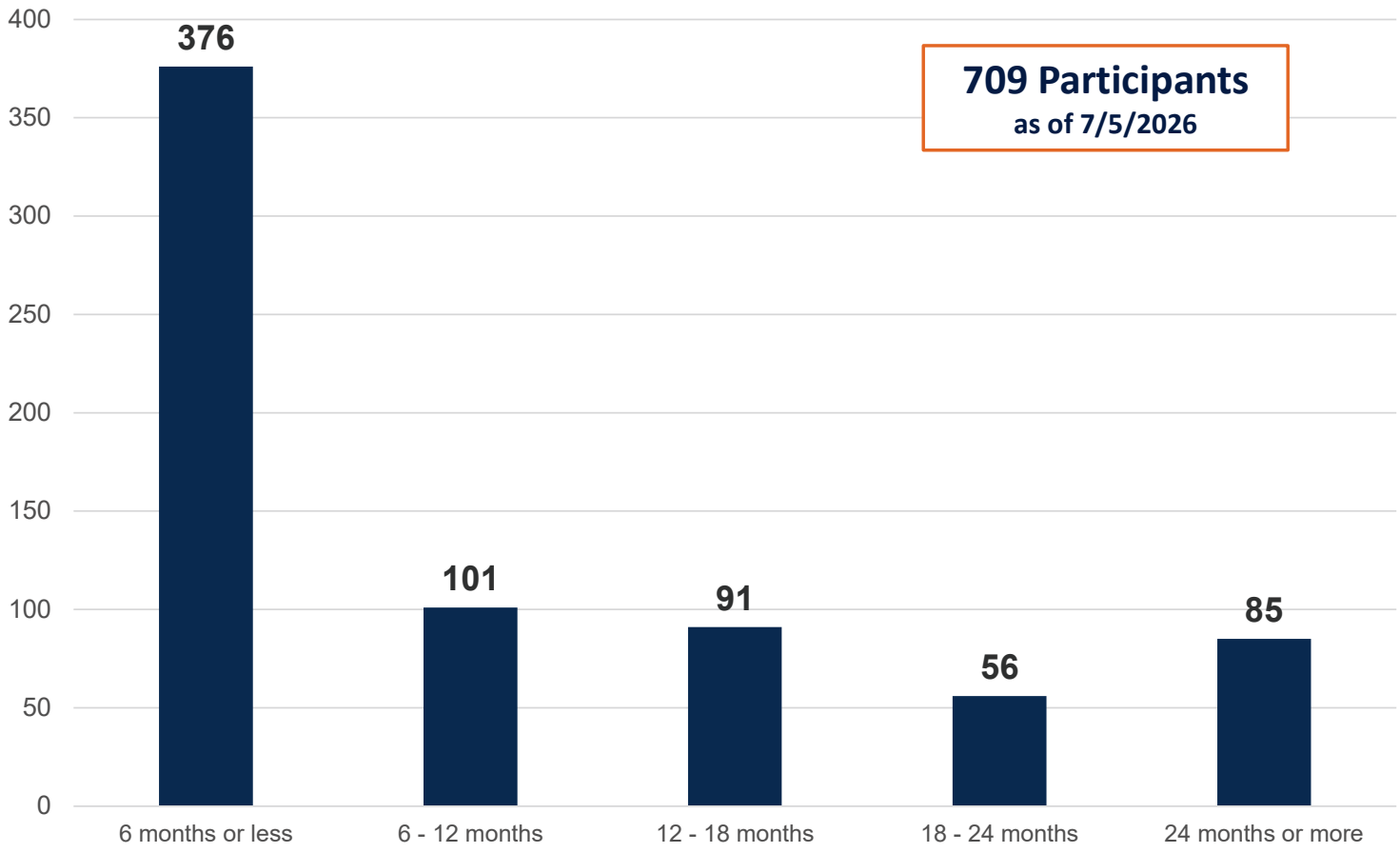
UNINDICTED JAIL POPULATION
DAYS IN JAIL



Excludes detainees with pending indicted cases and holds (Probation Violations, Failure to Appears and foreign and/or other agency holds)

ELECTRONIC MONITORING UPDATE

MONTHS ON MONITOR



ELECTRONIC MONITORING UPDATE
6 MONTH ROLLING PARTICIPATION

	6 months or less	6 – 12 months	12 – 18 months	18 – 24 months	Greater than 24 months	TOTAL	% less than 1 year	% greater than 1 year
JUN 2026	376	101	91	56	85	**709**	67%	33%
MAY 2026	337	106	93	51	86	**673**	66%	34%
APR 2026	269	103	94	71	64	**601**	62%	38%
MAR 2026	227	112	98	72	67	**576**	59%	41%
FEB 2026	184	122	102	74	70	**552**	55%	45%
JAN 2026	173	141	90	67	72	**543**	58%	42%



FULTON COUNTY GOVERNMENT

Justice System Update

JULY 15, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

JAIL INITIATIVES

SHERIFF RECRUITMENT AND HIRING AS OF 7/9/2026

	2026 Jail Unit Activity							
	Jan	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Total**
Jail Unit Hiring	19	5	3	15	2	4	25	**73**
Jail Unit Separation*	2	5	6	14	7	3	TBD	**37**
Source - County HR System						Net New Hires		**36**

**As of July 9th*

	Whalls Recruitment and Hiring Activity Report												
	Jan	**Feb**	**Mar**		**Apr**		**May**		**Jun**		**Jul**		
			11th	**25th**	**8th**	**22nd**	**6th**	**20th**	**3rd**	**17th**	**1st**	**15th**	**Total**
All time Whalls pipeline	1796	1179	774	739	830	865	787	1043	773	626	779	TBD	**10191**
Completed packets sent to FCSO	35	13	32	49	21	18	13	11	10	11	21	TBD	**234**
Whalls new hires	0	1	0	0	3	5	1	1	4	3	8	TBD	**26**

JAIL POPULATION
POPULATION REDUCTION INITIATIVES

ITEM	DESCRIPTION	BOC UPDATE	POPULATION IMPACT
Increase ankle monitor utilization	Increase use of County-funded ankle monitors for eligible participants	• End of June: 709 total participants • Monthly increases: 25 in April, 70 in May, and 36 in June	**20-25 people placed on monitors per month**
Implement automated text reminders	Text reminders reduce FTAs, target 25% reduction -- initial rollout will include Superior Court criminal cases being calendared 14 days out	• COSMC and Tyler are finalizing configuration and process mapping • Anticipated launch: August 2026	**Up to 20 fewer people booked on FTAs per month**
Establish bond review calendar	Establish a Bond Review Calendar for people unindicted with bonds <$10K and 90 - 120 day length of stay	• Superior Court coordinating with Magistrate Court to preside over bond review calendar • Anticipated launch: August 2026	**80-130 people reviewed for expedited release per month**
Maintain consolidated trial and motions calendar	Maintain monthly Consolidated Trial and Motions Calendars for serious felony cases ready for trial	• Staffing needs assessed, funding subject to mid-year budget review • Anticipated launch: Fall 2026	**15 – 20 expedited trials per month**
Stand up Arrest and Warrant Review Hub at Fulton County Jail	A pre-booking intercept at the jail entrance offering greater Diversion Center utilization, reduced jail inflow, and low-level warrant resolution	• Awaiting FCSO decision on misdemeanor booking policy • GJP drafting a standing order for State Court adoption that would create a process for 30–60-minute warrant resolution (target: by end of 2026) • Pretrial Services relocation needed	***Up to* 290 diversions per month, including *up to* 83 bookings due to warrants avoided per month**
Reduce forensic evidence processing backlogs through third party labs	GBI backlogs for sexual assault, drug, and ballistics evidence significantly increase length of stay – funding for private lab testing and expert witness testimony is needed	• $541K requested for 2026; $2.7M requested annually for drug cases • $140K requested for 2026; $700K requested annually for sex assault cases • $26K requested for 2026; $131K requested annually for ballistics cases • Funding dependent on mid-year budget review	• **Up to 2,000 current drug cases eliminated** • **156 more sexual assault kits processed per year** • **40 ballistics cases disposed annually**



FULTON COUNTY GOVERNMENT

Justice System Update

JULY 15, 2026

AGENDA

01 JUSTICE SYSTEM SCORECARD

02 JAIL POPULATION UPDATE

03 JAIL INITIATIVES

04 DIVERSION CENTER UTILIZATION UPDATE

DIVERSIONS AND SERVICES

MONTH OF MAY AS OF 5/31/2026

Jurisdiction	Number of Diversions	
Atlanta	176	67%
Fulton PD	36	19%
MARTA	27	10%
East Point	6	2%
Fairburn	5	2%
Sandy Springs	4	1%
TOTAL	**324**	**100%**

Charges	Number of Diversions	
Criminal Trespass	159	49%
Loitering	31	10%
Pedestrian	27	8%
Soliciting Money	23	7%
Substance Related	22	7%
Disorderly Conduct	18	6%
Public Indecency	12	4%
Shoplifting	10	3%
Urban Camping	8	2%
Violence Related	4	1%
Criminal Attempt	2	1%
Littering	2	1%
Pandering	2	1%
Other	4	1%
TOTAL	**324**	**100%**

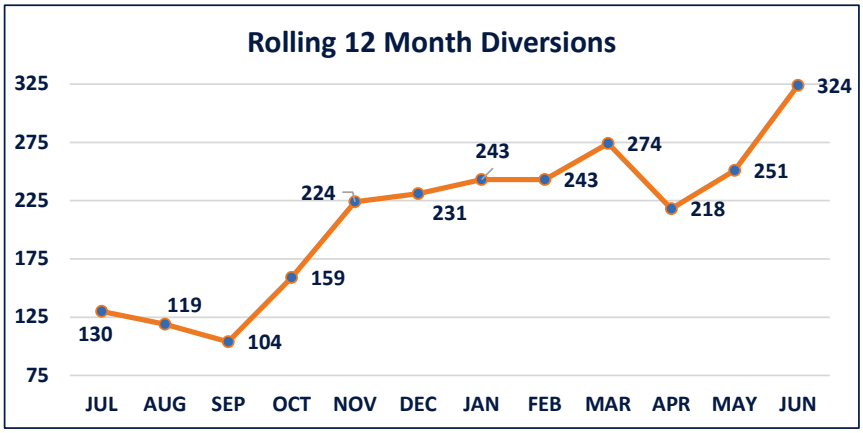
Connected Services	Count	
Mental Health Care	303	38%
Housing	255	32%
Substance Abuse Prgm	85	11%
Income Support	82	10%
Health Care	55	7%
Case Management	15	2%
TOTAL	**795**	**100%**

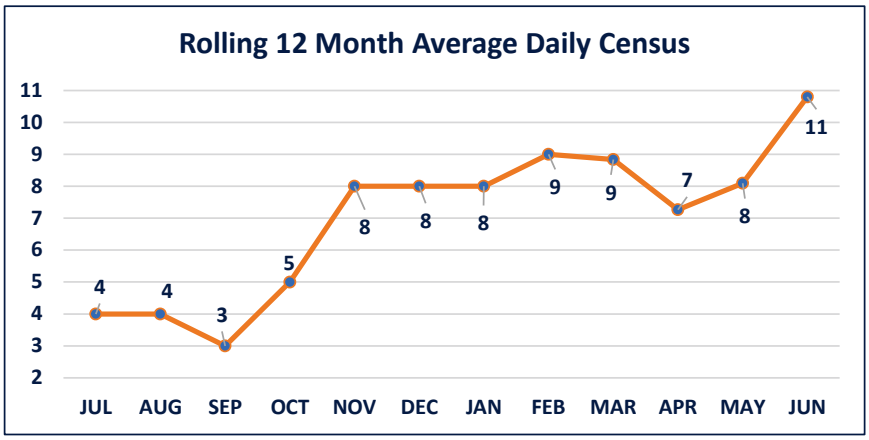
324 June Diversions

283 unique individuals
26 guests diverted 2 times
3 guest diverted 3+ times

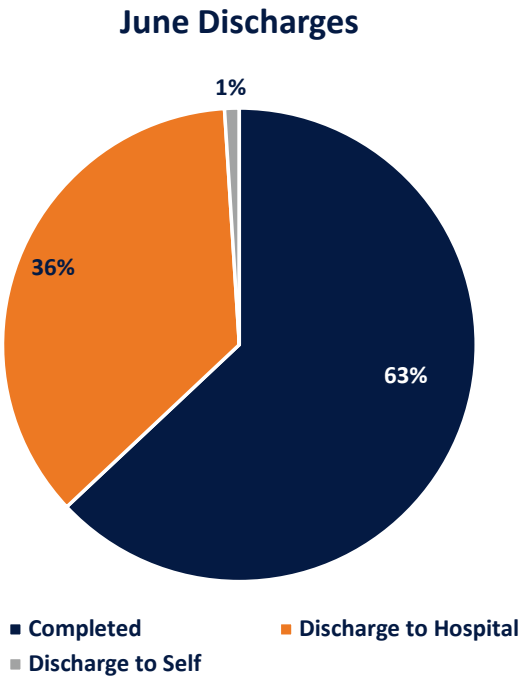
DIVERSION TRENDS

DIVERSIONS AND DISCHARGES AS OF 6/30/2026





All time diversions
3,067

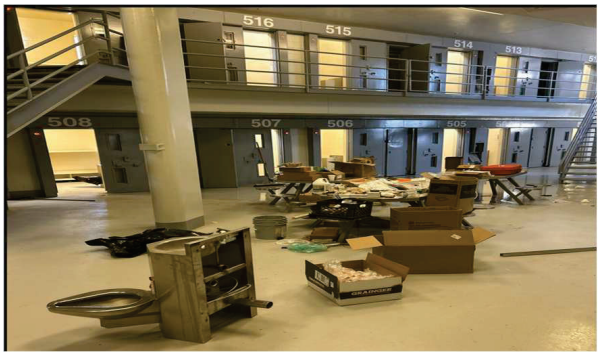


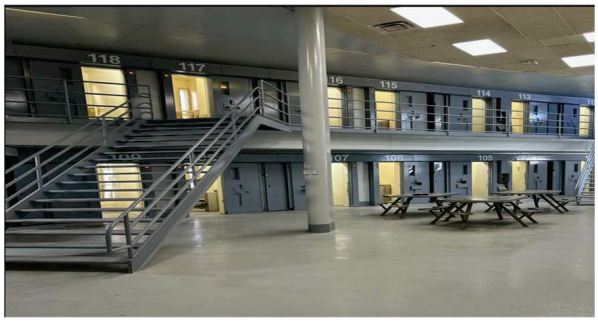
FULTON COUNTY GOVERNMENT

JAIL MAINTENANCE UPDATE

Jail Maintenance Blitz







- **11** of **13** housing units completed = ***85%***
  - Final 2 units were initially slated for "phase 2 of blitz". Enhanced jail maintenance precludes need for phase 2.
  - Classification concerns preclude use of 5 South for
- **7 North Zone 600**: Fire on 12/12/2025 requires major mechanical and aesthetic remediation. Smoke damaged zones (100-500) have been remediated.
- Upcoming blitz area: **6 South**
  - **No completion projection at this time**
  - Anticipated to begin in August based on fire remediation of 7 North

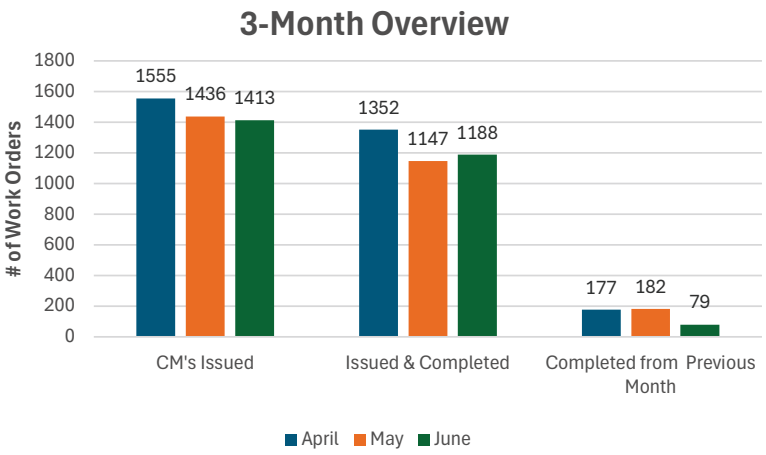
Jail Maintenance Performance

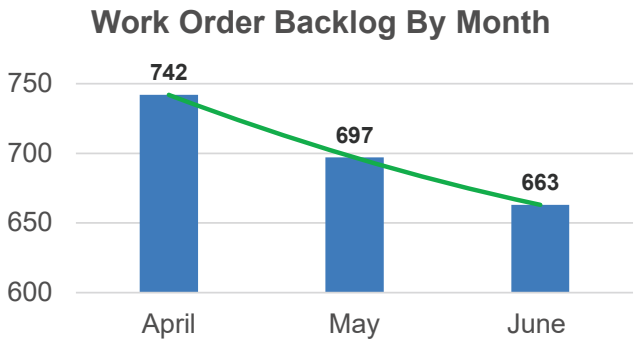
Thru 7/9/2026

- **Corrective Maintenance (June 2026)**
  - **1,188** of **1,413** issued & completed: **84%**
  - **79** June CM's completed in July = **90%**
  - **1,302** total CM work orders completed in June
  - **65%** of new work orders due to vandalism
- **Preventive Maintenance (June 2026)**
  - **301** of **332** PM's scheduled & completed: **88%**
- **Open Work Orders > 30 days = 663**
  - Upcoming blitz areas: **344**
  - Blitz areas require units to be vacant



Fence Line Breach





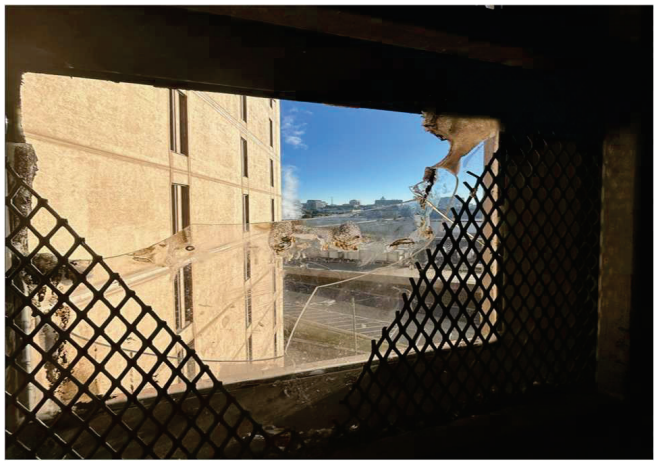
Jail Maintenance - Bed Availability

- Out of service due to active/scheduled repairs

Location	# of Beds
1 North	4
2 South	2
4 North	2
5 North	4
6 North *(scheduled blitz)*	43
6 South (*scheduled blitz*)	67
7 North (Fire)	198
7 South	2
TOTAL	***322***



Vandalized Pipe Chase Door



Vandalized Day Room Window

Immediate Repairs Update

- **BOC approved $3.2M for several critical repairs/upgrades**

DESCRIPTION	COST	STATUS
Fire Alarm Upgrade	$723,865	• **Completed -** 8/4/2025. • 2nd phase to address field devices began on 9/29/2025. Projected completion: September 2026.
Padded Cells @ South Annex	$260,000	**Completed** 1/17/2025.
Kitchen Equipment Replacement	$212,302	**Completed** 6/11/2025
Laundry Equipment Replacement	$346,657	2 of 6 new washers installed on 1/26/2026. One (1) dryer replaced due to fire.
Elevator Modernization	$1,652,000	Recommendation being prepared for 1st August agenda.
TOTAL	**$3,194,824**	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0395 **Meeting Date:** 7/15/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Presentation, review, and approval of July 15, 2026, Budget Soundings and Resolution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
BOC assessment and approval of budget soundings request is required by the County's budget resolution approved by the BOC.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2026 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Annual Hardware and Software Maintenance and Support List - 2026								
Type	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2026 Expenditure**	**Addt'l Amt**	**Funding Source**	**Comments**
Software License	M2 Consultants	MAXIMO CMMS	Computerized Maintenance Management/Work Order System	DREAM	$250,000	$21,500	DREAM	Increase FY26 Spending Authority to $271,500

Annual Hardware and Software Maintenance and Support List - 2026								
Type	**Vendor Name**	**Product Name**	**Description**	**User Agency**	**2026 Expenditure**	**Addt'l Amt**	**Funding Source**	**Comments**
Software License	M2 Consultants	MAXIMO CMMS	Computerized Maintenance Management/Work Order System	Public Works	$0	$118,500	Public Works	Increase FY26 Spending Authority to $118,500

Fiscal Impact / Funding Source

Funding Line 1:

There is no funding impact with these AML spending authority increase requests



JULY BUDGET SOUNDINGS

July 15, 2026

Presented

to the

Board of Commissioners

by the

Finance Department

FULTON COUNTY, GEORGIA
SUMMARY OF BUDGET SOUNDINGS FACT SHEET
July 15, 2026 Sounding

GENERAL FUND:

July 15, 2026 SOUNDINGS:

	Contingency Actions
Beginning Contingency as of January 1, 2026:	$1,000,000
Less April Soundings: 4/1/26	0
Less April Soundings: 4/15/26	0
Less May Soundings: 5/6/26	0
Less May Soundings: 5/20/26	0
Less June Soundings: 6/3/26	0
Less June Soundings: 6/17/26	0
Less July Soundings: 7/15/26	0
Less August Soundings: 8/5/26	0
Less August Soundings: 8/19/26	0
Less September Soundings: 9/2/26	0
Less September Soundings: 9/16/26	0
Less October Soundings: 10/7/26	0
Less October Soundings: 10/21/26	0
Ending Contingency Balance:	$1,000,000

Page #	Department Name & Agency Number	Amount
	Item 26-0255 - approved by BOC:Transfer funds from Non-Agency to Community Development for support of the Summer Youth Internship Program	
	Non-Agency - 999	**(250,000.00)**
	Community Development - 121	**250,000.00**
	Item 26-0292 - approved by BOC:Transfer funds from Superior Court to Magistrate Court previously transferred by Resolution 23-0967.	
	Superior Court Administration - 450	**(549,143.34)**
	Magistrate Court - 422	**549,143.34**
	Total Request from Contingency	**$0**

Total Fund Impact	**$0**

GENERAL FUND

Strategic Priority Area: Open and Responsible Government

Action Required:
Modify the 2026 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2026								
Type	Vendor Name	Product Name	Description	User Agency	2026 Expenditure	Addt'l Amt	Funding Source	Comments
Software License	M2 Consultants	MAXIMO CMMS	Computerized Maintenance Management/Work Order System	DREAM	$250,000	$21,500	DREAM	Increase FY26 Spending Authority to $271,500

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2026 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Department of Real Estate and Asset Management (DREAM) and Public Works requests an increase to FY26 AML #60 (MAXIMO CMMS) spending authority in the amount of $140,000, increasing the total FY26 spending authority to $390,000. General fund increase of $21,500 and Water and Sewer Revenue Fund increase of $118,500 No additional funding is requested.

Water & Sewer Revenue Fund 201

WATER AND SEWER REVENUE FUND

Strategic Priority Area: Open and Responsible Government

Action Required:
Modify the 2026 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2026								
Type	Vendor Name	Product Name	Description	User Agency	2026 Expenditure	Addt'l Amt	Funding Source	Comments
Software License	M2 Consultants	MAXIMO CMMS	Computerized Maintenance Management/Work Order System	Public Works	$0	$118,500	Public Works	Increase FY26 Spending Authority to $118,500

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2026 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

The Department of Real Estate and Asset Management (DREAM) and Public Works requests an increase to FY26 AML #60 (MAXIMO CMMS) spending authority in the amount of $140,000, increasing the total FY26 spending authority to $390,000. General fund increase of $21,500 and Water and Sewer Revenue Fund increase of $118,500 No additional funding is requested.

RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS TO AMEND FULTON COUNTY'S CURRENT BUDGET ON JULY 15, 2026, TO MODIFY DEPARTMENTAL BUDGETS; AND FOR OTHER PURPOSES

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

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

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

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

(1) Any increase in appropriation at the legal level of control of the local government, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the governing authority. Such amendment shall be adopted by ordinance or resolution, and the basis for the funding decision does not negate or create personnel policy or procedure;

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

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

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

WHEREAS, the legal level of control for Fulton County is the departmental level.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, that, pursuant to O.C.G.A. § 36-81-3(d), the current budget is hereby amended by approval of the attached departmental budget modifications.

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

SO PASSED AND ADOPTED, this 15th day of July, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

_____
Robert L. Pitts, Chairman

ATTEST:

_____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo
County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0396 **Meeting Date:** 7/15/2026

Department
Finance

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution Authorizing the County Attorney to petition the Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2026 taxes pursuant to O.C.G.A. § 48-5-310.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
O.C.G.A § 48-5-310

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: July 15, 2026 was the original date anticipated to seek Board approval for a proposed millage rate, approval to advertise the 5 year tax levy history and authorize public hearings for a millage rate for fiscal 2026. However, as the Tax Assessor's Office has not completed the tax assessment process, thus the Finance Department has not received the expected digest estimate package and rollback forms - County Management along with the Tax Commissioner believe seeking a temporary collection order for 2026 property taxes is prudent.

Below are the steps and timing of the process:

(1) **July 15, 2026 -** Authorizing the petitioning of Superior Court of Fulton County for an order authorizing the immediate and temporary collection of 2026 taxes pursuant to O.C.G.A. § 48-5 -310.

(2) **July 16, 2026 -** A hearing date would be set by the Superior Court of Fulton County and notice of such petition would be sent to the County's legal organ for publication.

(3) **July 22, 2026 -** The submitted petition for the temporary collection of 2026 property taxes would appear in the County's legal organ as required by law.

(4) **As early as July 27, 2026** - The Court Hearing date for the temporary collection order.

This provides the best opportunity for the County to generate 2026 tax bills and distribute by August 15th, which would provide for a 2026 due date of October 15, 2026 for County property taxes. These dates could be impacted should any delays occur through the process, or if significant appeals remain to be input after the appeals expiration date of July 31. As soon as a tax bill distribution date is confirmed, we will notify the Board of Commissioners.

Community Impact: This will allow the Tax Commissioner to maintain a timely tax billing and collection process for all governmental entities for which he bills and collects, including the County.

Department Recommendation: Recommend BOC approval to begin the legally required petitioning process.

Project Implications: The timely remittance of property taxes will prevent adverse cash funding impacts to County operations and other government entities which receive tax receipts through the Fulton County Tax Commissioner.

Community Issues/Concerns: Click or tap here to enter text.

Department Issues/Concerns: Click or tap here to enter text.

A RESOLUTION AUTHORIZING THE FULTON COUNTY ATTORNEY TO FILE A PETITION IN THE FULTON COUNTY SUPERIOR COURT PURSUANT TO O.C.G.A. § 48-5-310 TO SEEK A JUDICIAL ORDER AUTHORIZING THE IMMEDIATE AND TEMPORARY COLLECTION OF AD VALOREM TAXES FOR THE 2026 TAX YEAR; AND FOR OTHER PURPOSES

WHEREAS, Fulton County (the "County") is authorized under the laws of the State of Georgia to levy and collect ad valorem taxes on property geographically located within the County; and

WHEREAS, the Fulton County Board of Assessors (the "BOA") is the County-appointed body charged with the annual tasks of identifying the property geographically located in the County and determining the taxability and the value for tax purposes of said property; and

WHEREAS, the Fulton County Tax Commissioner (the "Tax Commissioner") is the elected official responsible for the annual billing and collection of ad valorem taxes for the County and wholly relies upon the annual data in the BOA's records to fulfill his tasks, said information being contained in the annual Tax Digest; and

WHEREAS, Georgia law requires the BOA to deliver to the Tax Commissioner the completed annual Tax Digest and the Tax Commissioner then to certify the Tax Digest as accurate, to submit the Tax Digest to the State Revenue Commissioner (the "State Commissioner"), and to obtain the State Commissioner's approval thereof before commencing with ad valorem tax billing and collection; and

WHEREAS, due to an unprecedented number of land packages that presently have not been processed by the BOA for the current (2026) tax year, the BOA has not performed all tasks necessary to complete the 2026 Tax Digest and has not submitted said Tax Digest to the Tax Commissioner; and

WHEREAS, as the Tax Commissioner presently has not received the completed 2026 Tax Digest, the Tax Commissioner cannot certify said Tax Digest as accurate and cannot submit it to the State Commissioner; and

WHEREAS, given the delays in the BOA's completion of the 2026 Tax Digest, there is a very strong likelihood that the Tax Commissioner will not be able to certify the completed 2026 Tax Digest and to submit said Tax Digest to the State Commissioner by the mandatory deadline set by Georgia law; and

WHEREAS, the 2026 Tax Digest in its current state is unenforceable or uncollectible by law; and

WHEREAS, the interim collection of taxes pending the resolution of any tax assessment appeals and the completion and the submission of the 2026 Tax Digest is available to the County pursuant to the authority granted by O.C.G.A. § 48-5-310; and

WHEREAS, the Fulton County Board of Commissioners desires to seek an Order from the Superior Court of Fulton County authorizing the immediate, temporary collection based on the 2025 millage rate and 2026 assessed values (the 2026 ad valorem taxes) on property located in the County for which the BOA presently has determined the 2026 tax year value; and

WHEREAS, in the absence of an Order from the Superior Court of Fulton County authorizing the immediate, temporary collection of taxes, Fulton County will not be able to: (a) pay the County's debts as they mature; (b) pay appropriate salaries of employees, other government officials, and other persons entitled to receive either compensation by or funds from the County as provided by law; (c) maintain an orderly and normal function of County business and governmental affairs; (d) maintain an adequate, proper, or desirable credit rating either to maintain or affect existing or future interest rates on bonded indebtedness or indebtedness on loans

incurred or obligated by the County governing authority; or (e) avoid by practical means the suffering of immediate and irreparable injury, loss, damage, or any other significant matter;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County hereby authorizes the Fulton County Attorney, pursuant to O.C.G.A. § 48-5-310, to file a petition in the Superior Court of Fulton County seeking a Court Order that will allow for the immediate, temporary collection of ad valorem taxes for the 2026 tax year on certain, non-exempt property located within the County, with the computation thereof based on: (1) the millage rate established by the Board of Commissioners for the 2025 tax year; and (2) for non-exempt property for which the BOA presently has determined the tax value for the 2026 tax year, the valuation set for the 2026 tax year; with the exception of any property which is on appeal, in which case the ad valorem taxes shall be based on a value set in accordance with O.C.G.A. § 48-5-311 (e)(6)(D)(iii) and O.C.G.A. § 48-5-311 (g)(4)(B) at the millage rate established by the governing body of Fulton County for tax year 2025.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 15th day of July, 2026.

Submitted by:

_____

Fulton County Board of Commissioners
Robert L. Pitts, Chairman

ATTEST:	**APPROVED AS TO FORM:**
Tonya R. Grier	**Y. Soo Jo**
Clerk to Commission	**County Attorney**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0397 **Meeting Date:** 7/15/2026

Department
Registration & Elections

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a statewide contract - Registration and Elections, 26TEMP1548386C-MH, SWC# 99999-001-SPD0000136-0006, Temporary Staffing Services - Clerical Light in the total amount not to exceed $8,958,784.66 with Abacus Corporation (Morrow, GA) to provide temporary staffing services for General Election/Nonpartisan Election & Runoff Elections. Effective: July 1, 2026, through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Fulton County Code Section 102-462, requests for approval of statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: To provide temporary staffing services for the temporary staffing services for the General Election /Nonpartisan Election & Runoff Elections.

Scope of Work: The statewide contract will provide supplemental staffing services to prepare and conduct the above-mentioned scheduled elections. To successfully conduct a county-wide election, the Registration and Elections Department needs to hire approximately 797 to 799 workers. The County is not equipped to manage that workload of recruiting and hiring the mass amount. Thus, it is essential to contract these services to a professional recruitment vendor, to meet the necessary

volume of staff for each election.

Cost & Staffing (Number of workers)

Staffing Agency	November 3, 2026, election: General Election/Nonpartisan Election	December 1, 2026, election: General Election/Nonpartisan Runoff	Total
Abacus Corporation	$6,590,819.74	$2,367,964.92	$8,958,784.66
Number of Staffing	799	797	

Community Impact: It will have a negative effect on the community if the voter registration and elections process is not handled efficiently due to shortage of staff for all areas needed to conduct a countywide election.

Department Recommendation: The Department of Registration and Elections recommends approval of statewide contract to provide temporary staffing services for the General Primary Election/Nonpartisan Election and Runoff Election.

Project Implications: The approval of statewide contract to provide temporary staffing services will ensure the Department follow state election laws.

Community Issues/Concerns: Early Voting and Election Day poll locations may not properly staff.

Department Issues/Concerns: Supplemental staff will assist with preparation and conduct of all elections. If the statewide contract is not approved, the Department may not be able to meet state-mandated deadlines.

Contract Modification: New request.

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

Not Applicable

Exhibits Attached

Exhibit 1: Abacus Statewide contract
Exhibit 2: Pricing Sheet - Nov & Dec elections
Exhibit 2A: Pricing Sheet - November election
Exhibit 2B: Pricing Sheet - December election

Agenda Item No.: 26-0397 **Meeting Date:** 7/15/2026

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$8,958,784.66
TOTAL:	$8,958,784.66

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

100-265-2653-1160: Elections, Registration & Elections, Professional Services - $6,590,819.74

Funding Line 2:

100-265-2658-1160: Elections, Registration & Elections, Professional Services -$2,367,964.92

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**:



Supplier Information Sheet

Contract Description	**Temporary Staffing Services**		
Statewide Contract Number	**99999-001-SPD0000136-0006**		
Supplier ID Number	**0000169020**		
Supplier Name	**ABACUS CORPORATION**		
Effective Date	**July 01, 2017**	**Expiration Date**	**June 30, 2027**
Number of Suppliers Awarded	**9**	**Contract Type:**	**Mandatory**

Table of Contents	**Page Number**
Supplier Information	**2**
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Renewals / Extensions / Amendments	**11**
NIGP Codes	**12**
DOAS Contact Information	**13**

Supplier and Contract Information

Supplier Name & Address
ABACUS CORPORATION – Corporate Headquarters **610 Gusryan Street** **Baltimore, MD 21224**

Supplier Website:	http://www.abacuscorporation.com/

Primary Supplier Contact	Alternate Supplier Contact
Name: Drew L. D'Avanzo Email: dd@abacuscorporation.com Phone Number: 443-652-4067 Mobile: 410-608-9654 Fax: Fax: 410-633-1976	Name: Anthony Gordorn Email: Anthony.Gordon@abacuscorporation.com Phone Number: 678-467-3837

General Supplier Email:	Atlanta@abacuscorporation.com

Contract Details	
Remittance Address	Abacus Corporation P.O. Box 37766, Baltimore, MD 21297-3766
Discounts	N/A
Services provided: Service Areas	All (1-5) Regions
Payment Terms	Net 30 Days
Authorized Users	State and Local Government
Acceptable Payment Method(s)	Vendor will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

General Contract Information

Through strategically sourced procurement, the State Purchasing Division of the Department of Administrative Services has established a new Statewide Contract(s) for Language Services, (99999—001-SPD0000136) with 9 suppliers. This new statewide contract replaces the prior statewide contract titled Temporary Staffing-Clerical & Light Industrial (SWC80781), which was awarded from January 2008 to 2017.

This statewide contract is a CONVENIENCE CONTRACT for all state of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a Mandatory basis to all other governmental entities in the state of Georgia, including state authorities, local governments, municipalities, cities, townships, and counties. The contract term is from July 01, 2017, to June 30, 2019. In addition, the State has three (3) one-year renewals through June 30, 2022. The contract has been extended as the new solicitation is underway. It is on its fifth extension.

The purpose of this contract is to provide a reliable supply of temporary staffing services to meet the diverse needs of state and local government entities. For purposes of this eRFP, temporary staffing services have been separated into five (5) distinct categories based on (1) job families consisting of commonly grouped job titles or (2) other related support services closely associated with providing temporary staffing resources as follows: (a) Administrative Staffing (b) Professional Staffing (c) Industrial Staffing (d) Healthcare Staffing (e) Other Staffing Related Services. All Suppliers were awarded to serve the 5 regions.

Key Benefits of the Contract:

- Agencies or eligible public bodies don't need to run their own full procurement; they can simply issue purchase orders to vendors already vetted under this contract.
- Rates are established and reviewed by the Georgia Department of Administrative Services (DOAS), ensuring cost-effective staffing.
- Competitive pricing and cost savings
- Administrative Efficiency & Faster Procurement: saves time and reduces paperwork
- The contract complies with procurement Law; it is audit-ready and fully compliant
- This contract supports short-term, long-term, and project-based staffing needs across a wide range of roles.
- Conversion flexibility (via amendment), allowing conversion of temporary staff to full-time positions under defined terms.
- This contract provides choice and flexibility for multiple vendors awarded across various categories and skill levels under the same contract
- It is available to state agencies, local governments, universities, and other authorized users.

SPD-NOA (5).pdf to access the Notice of Award document to see the awarded categories and the awarded suppliers.

UPDATE: Amendment- EFFECTIVE DATE: 7/1/2021

Where the State agency seeks to change the status of an administrative temporary staffing resource, acquired under this Statewide contract, from temporary to permanent status, the following method shall be used to determine any applicable conversion fees due to the Statewide Contract supplier:

CONVERSION FEE: If, prior to completing 520 hours of a work assignment, the contractor converts to a full-time role, a fee equal to 160 hours of the rate of pay will be used

.

Step 1: The temporary resource meets the administrative temporary staffing conversion requirements

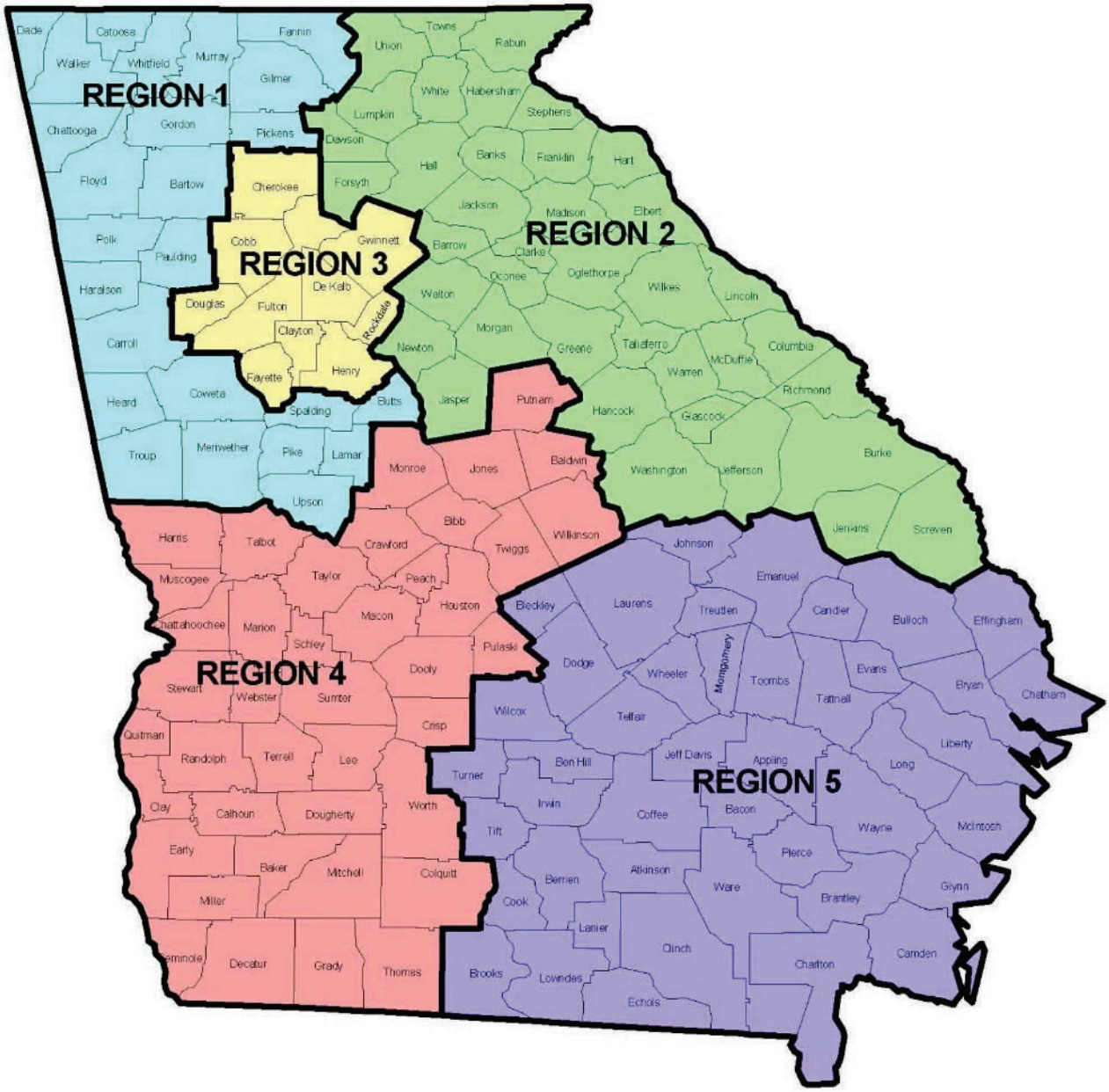
Step 2: Please contact the Statewide Contract Supplier Contract Manager to complete the resource conversion fee process

Affordable Care ACT Fee: Contractor acknowledges the State's intent to take advantage of the Safe Harbor provision relevant to third-party employment arrangements between Applicable Large Employers and temporary staffing firms in compliance with the Code, rules, regulations and other official guidance, under which an offer of coverage by the temporary staffing firm is deemed an offer of healthcare coverage by User Agencies. Contractor further acknowledges that the fees a User Agency pays to Contractor include an additional fee attributable to those individuals with MEC.

This additional fee shall be **$ 2.00** per Contractor's Employee per month of MEC, as indicated in Contractor's cost proposal as ACA Safe Harbor Provision Fee", and shall be designated "ACA Compliance Charge" (or similar) on Contractor's invoice. The ACA Compliance Charge may appear as an aggregate total in the last weekly invoice of the month. Each of Contractor's last weekly invoices to a User Agency shall identify the number of Contractor's Employees who provided services to the User Agency during any portion of the month and, if different, separately identify the number of Contractor's Employees with MEC.

Regional Map

Regional Map - SWC Temporary Staffing Services - Administrative, Professional, Light Industrial & Healthcare



Region 1: 25 Counties / 8,261 Square Miles - Bartow (459.5), Butts (184.4), Carroll (499.1), Catoosa (162.2), Chattooga (313.3), Coweta (440.9), Dade(174.0), Fannin (389.7), Floyd (509.9), Gilmer (426.5), Gordon (355.8), Haralson (282.2), Heard (296.0), Lamar (183.5), Meriwether (501.2), Murray (344.5), Paulding (312.2), Pickens (232.1), Pike (216.1), Polk (310.3), Spalding (196.5), Troup (414.0), Upson (323.4), Walker (446.4), Whitfield (290.5)

Region 2: 39 Counties / 14,005 Square Miles - Banks (232.1), Barrow (160.3), Burke (827.0), Clarke (119.2), Columbia (290.1), Dawson (210.8), Elbert (351.1), Forsyth (224.0), Franklin (261.5), Glascock (143.7), Greene (387.4), Habersham (276.7), Hall (392.8), Hancock (471.8), Hart (232.4), Jackson (339.7), Jasper (368.2), Jefferson (526.5), Jenkins (347.3), Lincoln (210.4), Lumpkin (282.9), Madison (282.3), McDuffie (257.5), Morgan (347.4), Newton (272.2), Oconee (184.3), Oglethorpe (439.0), Rabun (370.0), Richmond (324.3), Screven (645.1), Stephens (179.1), Taliaferro (194.6), Towns (166.6), Union (321.9), Walton (325.7), Warren (284.3), Washington (678), White (241.3), Wilkes (447)

Region 3: 10 Counties / 2,974 Square Miles - Cherokee (421.7), Clayton (141.6), Cobb (339.6), DeKalb (267.6), Douglas (200.1), Fayette (194.3), Fulton (526.6), Gwinnett (430.4), Henry (322.1), Rockdale (129.8)

Region 4: 41 Counties / 14,664 Square Miles - Baker (341.9), Baldwin (257.8), Bibb (249.8), Calhoun (280.4), Chattahoochee (248.7), Clay (195.4), Colquitt (544.2), Crawford (324.9), Crisp (272.6), Decatur (597.1), Dooly (391.9), Dougherty (328.7), Early (512.6), Grady (454.5), Harris (463.9), Houston (375.5), Jones (393.9), Lee (355.8), Macon (400.6), Marion (366.0), Miller (282.4), Mitchell (512.1), Monroe (395.7), Muscogee (216.4), Peach (150.3), Pulaski (249.0), Putnam (344.6), Quitman (151.2), Randolph (428.2), Schley (166.9), Seminole (235.2), Stewart (458.7), Sumter (482.7), Talbot (391.4), Taylor (376.7), Terrell (335.4), Thomas (544.6), Twiggs (358.4), Webster (209.1), Wilkinson (447.3), Worth (570.7)

Region 5: 44 Counties / 18,976 Square Miles – Appling (507.1), Atkinson (339.4), Bacon (258.6), Ben Hill (250.1), Berrien (451.9), Bleckley (215.9), Brantley (442.4), Brooks (493.1), Bryan (436.0), Bulloch (672.8), Camden (613.0), Candler (243.0), Charlton (773.6), Chatham (426.4), Clinch (800.2), Coffee (575.1), Cook (227.2), Dodge (495.9), Echols (414.9), Effingham (447.7), Emanuel (680.6), Evans (182.9), Glynn (419.8), Irwin (354.3), Jeff Davis (330.7), Johnson (303.0), Lanier (185.3), Laurens (807.3), Liberty (489.8), Long (400.3), Lowndes (496.1), McIntosh (424.3), Montgomery (239.5), Pierce (316.5), Tattnall (479.4), Telfair (437.3), Tift (258.9), Toombs (364.0), Treutlen (199.4), Turner (285.4), Ware (892.5), Wayne (641.8), Wheeler (295.5), Wilcox (377.7)

Ordering Instructions

Submitted via telephone and/or email using the preferred list below: Drew Davanzo – 410-608-9654
dd@abacuscorporation.com

Abacus Corporation (Services, Expertise, & Experience)

Abacus Corporation is a privately held workforce solutions and staffing company founded in 1944. Over more than 82 years, the company has expanded into a nationwide provider of staffing, recruiting, workforce management, and facility support services, employing more than 25,000 workers across the United States.

Staffing Services

Abacus provides flexible workforce solutions designed to support both short-term and long-term business needs, including:

- Temporary and contract staffing
- Direct hire and permanent placement
- Contingent workforce outsourcing
- Vendor management services
- Managed workforce solutions
- Seasonal and project-based staffing
- Business Process Outsourcing (BPO)

The company also offers specialized staffing in medical, accounting & finance, IT, engineering, logistics, manufacturing, administrative support, call centers, accounting and finance, healthcare, and government services.

Industry Experience

Abacus serves a broad range of industries, including:

- Distribution & logistics
- Industrial & manufacturing
- Skilled and General labor
- Call Center/Customer Service
- Information technology
- Engineering
- Government and public sector
- Healthcare
- Accounting & finance
- Administrative and customer service operations
- Environmental sciences and security services

The company highlights extensive experience supporting large-scale workforce initiatives, seasonal hiring programs, startup operations, facility relocations, and customized managed services.

Areas of Expertise

Abacus emphasizes expertise in:

- Workforce planning and scalable staffing solutions
- High-volume recruiting and rapid hiring
- Specialized technical and engineering recruitment
- Government staffing and compliance support
- Security-cleared talent acquisition
- IT staffing and technology solutions

- Customized workforce management programs
- Long-term client relationship management

The organization promotes a service model centered on “Experience, Commitment, and Value,” with many client partnerships lasting well beyond industry averages.

Company Strengths

Key strengths commonly associated with Abacus include:

- More than eight decades of staffing and workforce management experience
- Strong local presence offering services across the entire state of Georgia, with Nationwide operational reach with offices situated in multiple states
- Ability to scale staffing for complex and high-volume projects
- Diverse recruiting capabilities across professional, technical, industrial, and government sectors
- Family-owned business culture focused on long-term partnerships and customer service excellence

Where to Find Additional Contract Documents

All additional contract documents may be found under the "Attachments" dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing (current)
- Attachment A (original sollicitation document)
- Original Contract/Terms and Conditions
- Program Requirements Document (PRD)
- Certificate of Insurance
- E-Verify Affidavit
- Renewals/Extensions/Amendments
- Notice of Intent to Award (NOIA)
- Notice of Award (NOA)
- Cost Workbook (from solicitation bid, for evaluation purposes)
- Mandatory Questions
- Mandatory Scored Questions
- Additional Scored Questions
- Addendums

v **Attachments**

Display Order	Attachment
	Supplier Information Sheet
2	Pricing
3	Original Contrac
4	Contract Terms & Conditions
5	Attachment A
6	Mandatory Questions
7	Certificate of Insurance
8	E-Verify
9	Addendum 1
10	Addendum 2

Amendments / Renewals / Extensions

Base Term: July 1, 2017, to June 30, 2019

Renewal 1: July 1, 2019- June 30, 2020

Renewal 2: July 1, 2020, to June 30, 2021

Renewal 3: July 1, 2021 - June 30, 2022

Extension #1: July 1, 2022 - June 30, 2023

Extension #2: July 1, 2023 - June 30, 2024

Extension #3: July 1, 2024 - June 30, 2025

Extension #4: July 1, 2025- June 30, 2026

Extension # 5: July 1 ,2026- June 30, 2027

Contract NIGP Codes

96269	Personnel Services Temporary

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

- Please CC contract.management@doas.ga.gov on **all communications** to the contract manager, in case that the contract manager is unavailable to respond.

Procurement Help Desk

Telephone: 404-657-6000
Email: procurementhelp@doas.ga.gov

Temp Staffing Budget for NOV & DEC 2026 Elections

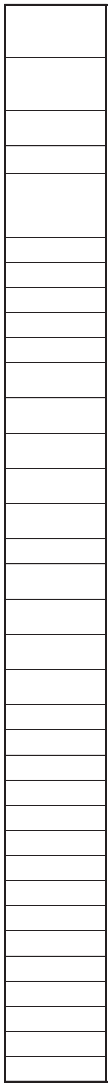
As of 06/04/26

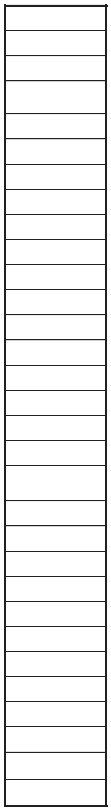
Abacus bid rates are calculated in this file herein.

GENERAL ELECTION - NOV 3, 2026 - UNIT 2653

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	640	100	$ 37,145.80	8/10-11/30
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	640	100	$ 19,576.20	8/10-11/30
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	680	100	$ 199,374.30	8/03-11/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	11/04-11/10
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Training & Compliance Team (ED & AV)								
Class Assistants	5	16.00	$ 20.34	$ 30.51	100	20	$ 13,221.00	
Instructors- Training	5	30.60	$ 38.89	$ 58.34	100	20	$ 25,278.50	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	680	60	$ 19,573.40	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	680	150	$ 120,772.25	8/03-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	288	40	$ 37,187.28	
SUPPLIES & LOGISTICS					delivery 10/6-10/8		**AV 10/12-10/30**	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	600	96	$ 18,912.48	8/17-11/30
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	520	220	$ 125,757.50	9/01-11/20
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	320	180	$ 565,810.00	10/02-11/20
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	280	120	$ 378,120.00	10/09-11/20
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	280	120	$ 85,707.20	10/09-11/20
Tabulation	3	23.00	$ 29.23	$ 43.85	240	40	$ 26,307.00	9/28-11/06
Reconciliation	7	17.00	$ 21.61	$ 32.42	160	50	$ 35,548.45	10/26-11/20
Reconciliation	5	17.00	$ 21.61	$ 32.42	120	20	$ 16,207.50	11/02-11/20

Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	680	280	$ 584,364.00	8/03-11/30
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	680	280	$ 32,156.30	8/03-11/30
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	162	134	$ 385,680.24	10/08-11/03
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Registration Clerks	8	18.00	$ 22.88	$ 34.32	560	80	$ 124,467.20	8/17-11/20
Registration Clerks	4	18.00	$ 22.88	$ 34.32	280	80	$ 36,608.00	10/5-11/20
Quality Control	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	600	40	$ 34,359.60	8/10-11/20
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	680	100	$ 300,667.50	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	640	80	$ 44,976.80	8/10-11/30
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	640	80	$ 19,782.80	8/10-11/30
ADVANCE VOTING			VOTE Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					**AV 10/12-10/30**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	134	$ 22,395.02	8/03-11/30
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	680	140	$ 142,524.60	8/03-11/30
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	11/04-11/10
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	136	134	$ 364,468.87	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	136	134	$ 633,923.96	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	130	124	$ 1,536,471.00	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	128	124	$ 251,064.98	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	40	0	$ 4,676.80	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	40	0	$ 8,134.40	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	40	0	$ 13,830.40	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**799**						**$ 6,590,819.74**	





Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

General Run-off ELECTION - DEC 1, 2026 - UNIT 2658

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	136	40	$ 9,215.92	12/1-12/22
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	136	40	$ 4,856.88	12/1-12/22
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	136	40	$ 47,081.16	12/1-12/22
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	136	40	$ 5,978.00	12/1-12/22
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	40	$ 4,982.32	12/1-12/22
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	30	$ 4,601.02	12/1-12/22
Training & Compliance Team (ED & AV)								
Class Assistants	4	16.00	$ 20.34	$ 30.51	40	0	$ 3,254.40	
Instructors- Training	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	128	20	$ 4,016.36	12/1-12/21
Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	40	$ 4,778.96	12/1-12/21
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	128	40	$ 25,088.60	12/1-12/21
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	48	20	$ 8,335.08	
SUPPLIES & LOGISTICS					**AV 11/ 21 to 11/25/2026**			
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	120	80	$ 35,508.00	11/21-12/11
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	120	80	$ 230,160.00	11/21-12/11
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	120	80	$ 197,280.00	11/21-12/11
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	80	60	$ 31,674.40	11/21-12/4
Tabulation	3	23.00	$ 29.23	$ 43.85	120	40	$ 15,784.20	11/21-12/11
Reconciliation	12	17.00	$ 21.61	$ 32.42	120	20	$ 38,898.00	11/21-12/11
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	152	40	$ 112,622.88	12/1-12/23
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	152	40	$ 6,197.40	12/1-12/23

Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	82	52	$ 169,996.80	11/19-12/2
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	120	30	$ 15,100.80	11/21-12/11
Registration Clerks	12	18.00	$ 22.88	$ 34.32	80	30	$ 34,320.00	11/21-12/4
Quality Control	4	18.00	$ 22.88	$ 34.32	80	20	$ 10,067.20	11/21-12/4
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	120	10	$ 7,028.10	11/21-12/11
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	120	30	$ 59,771.25	12/1-12/18
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	120	30	$ 9,764.70	12/1-12/18
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	120	30	$ 4,294.95	12/1-12/18
ADVANCE VOTING			VOTE Hrs: Mon-FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12pm-5pm					**AV 11/21- 11/25**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	52	$ 5,236.52	12/1-12/21
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	128	52	$ 6,283.00	12/1-12/21
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	128	52	$ 32,988.84	12/1-12/21
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	64	52	$ 153,574.42	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	64	52	$ 267,113.36	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	56	47	$ 615,074.63	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	56	47	$ 101,145.61	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	24	0	$ 2,806.08	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	24	0	$ 4,880.64	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	24	0	$ 8,298.24	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**797**						**$ 2,367,964.92**	

Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

GENERAL ELECTION - NOV 3, 2026 - UNIT 2653

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	640	100	$ 37,145.80	8/10-11/30
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	640	100	$ 19,576.20	8/10-11/30
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	680	100	$ 199,374.30	8/03-11/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	11/04-11/10
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Training & Compliance Team (ED & AV)								
Class Assistants	5	16.00	$ 20.34	$ 30.51	100	20	$ 13,221.00	
Instructors- Training	5	30.60	$ 38.89	$ 58.34	100	20	$ 25,278.50	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	680	60	$ 19,573.40	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	680	150	$ 120,772.25	8/03-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	288	40	$ 37,187.28	
SUPPLIES & LOGISTICS					delivery 10/6-10/8		**AV 10/12-10/30**	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	600	96	$ 18,912.48	8/17-11/30
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	520	220	$ 125,757.50	9/01-11/20
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	320	180	$ 565,810.00	10/02-11/20
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	280	120	$ 378,120.00	10/09-11/20
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	280	120	$ 85,707.20	10/09-11/20
Tabulation	3	23.00	$ 29.23	$ 43.85	240	40	$ 26,307.00	9/28-11/06
Reconciliation	7	17.00	$ 21.61	$ 32.42	160	50	$ 35,548.45	10/26-11/20
Reconciliation	5	17.00	$ 21.61	$ 32.42	120	20	$ 16,207.50	11/02-11/20

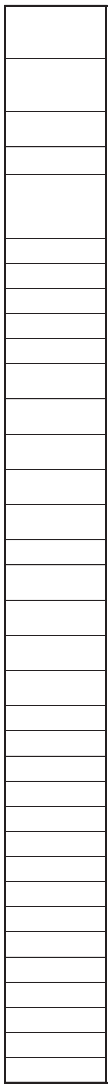
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	680	280	$ 584,364.00	8/03-11/30
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	680	280	$ 32,156.30	8/03-11/30
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	162	134	$ 385,680.24	10/08-11/03
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Registration Clerks	8	18.00	$ 22.88	$ 34.32	560	80	$ 124,467.20	8/17-11/20
Registration Clerks	4	18.00	$ 22.88	$ 34.32	280	80	$ 36,608.00	10/5-11/20
Quality Control	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	600	40	$ 34,359.60	8/10-11/20
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	680	100	$ 300,667.50	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	640	80	$ 44,976.80	8/10-11/30
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	640	80	$ 19,782.80	8/10-11/30
ADVANCE VOTING			VOTE Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					**AV 10/12-10/30**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	134	$ 22,395.02	8/03-11/30
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	680	140	$ 142,524.60	8/03-11/30
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	11/04-11/10
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	136	134	$ 364,468.87	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	136	134	$ 633,923.96	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	130	124	$ 1,536,471.00	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	128	124	$ 251,064.98	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	40	0	$ 4,676.80	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	40	0	$ 8,134.40	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	40	0	$ 13,830.40	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**799**						**$ 6,590,819.74**	

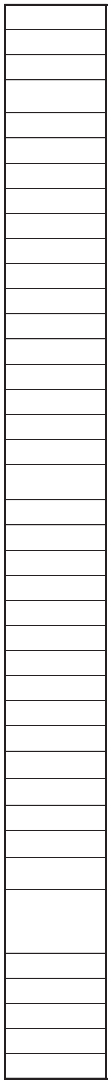
General Run-off ELECTION - DEC 1, 2026 - UNIT 2658

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	136	40	$ 9,215.92	12/1-12/22
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	136	40	$ 4,856.88	12/1-12/22
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	136	40	$ 47,081.16	12/1-12/22
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	136	40	$ 5,978.00	12/1-12/22

Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	40	$ 4,982.32	12/1-12/22
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	30	$ 4,601.02	12/1-12/22
Training & Compliance Team (ED & AV)								
Class Assistants	4	16.00	$ 20.34	$ 30.51	40	0	$ 3,254.40	
Instructors- Training	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	128	20	$ 4,016.36	12/1-12/21
Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	40	$ 4,778.96	12/1-12/21
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	128	40	$ 25,088.60	12/1-12/21
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	48	20	$ 8,335.08	
SUPPLIES & LOGISTICS					**AV 11/ 21 to 11/25/2026**			
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	120	80	$ 35,508.00	11/21-12/11
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	120	80	$ 230,160.00	11/21-12/11
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	120	80	$ 197,280.00	11/21-12/11
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	80	60	$ 31,674.40	11/21-12/4
Tabulation	3	23.00	$ 29.23	$ 43.85	120	40	$ 15,784.20	11/21-12/11
Reconciliation	12	17.00	$ 21.61	$ 32.42	120	20	$ 38,898.00	11/21-12/11
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	152	40	$ 112,622.88	12/1-12/23
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	152	40	$ 6,197.40	12/1-12/23
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	82	52	$ 169,996.80	11/19-12/2
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	120	30	$ 15,100.80	11/21-12/11
Registration Clerks	12	18.00	$ 22.88	$ 34.32	80	30	$ 34,320.00	11/21-12/4
Quality Control	4	18.00	$ 22.88	$ 34.32	80	20	$ 10,067.20	11/21-12/4
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	120	10	$ 7,028.10	11/21-12/11
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	120	30	$ 59,771.25	12/1-12/18
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	120	30	$ 9,764.70	12/1-12/18
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	120	30	$ 4,294.95	12/1-12/18
ADVANCE VOTING			VOTE Hrs: Mon-FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12pm-5pm					**AV 11/21- 11/25**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	52	$ 5,236.52	12/1-12/21
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	128	52	$ 6,283.00	12/1-12/21
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	128	52	$ 32,988.84	12/1-12/21
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	

Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	64	52	$ 153,574.42	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	64	52	$ 267,113.36	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	56	47	$ 615,074.63	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	56	47	$ 101,145.61	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	24	0	$ 2,806.08	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	24	0	$ 4,880.64	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	24	0	$ 8,298.24	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**797**						**$ 2,367,964.92**	
			Grand Total Temp Labor Costs				**$ 8,958,784.66**	





Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

GENERAL ELECTION - NOV 3, 2026 - UNIT 2653

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	640	100	$ 37,145.80	8/10-11/30
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	640	100	$ 19,576.20	8/10-11/30
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	680	100	$ 199,374.30	8/03-11/30
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	11/04-11/10
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Training & Compliance Team (ED & AV)								
Class Assistants	5	16.00	$ 20.34	$ 30.51	100	20	$ 13,221.00	
Instructors- Training	5	30.60	$ 38.89	$ 58.34	100	20	$ 25,278.50	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	680	60	$ 19,573.40	8/03-11/30
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	680	150	$ 120,772.25	8/03-11/30
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	288	40	$ 37,187.28	
SUPPLIES & LOGISTICS					delivery 10/6-10/8		**AV 10/12-10/30**	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	600	96	$ 18,912.48	8/17-11/30
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	520	220	$ 125,757.50	9/01-11/20
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	320	180	$ 565,810.00	10/02-11/20
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	280	120	$ 378,120.00	10/09-11/20

AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	280	120	$ 85,707.20	10/09-11/20	
Tabulation	3	23.00	$ 29.23	$ 43.85	240	40	$ 26,307.00	9/28-11/06	
Reconciliation	7	17.00	$ 21.61	$ 32.42	160	50	$ 35,548.45	10/26-11/20	
Reconciliation	5	17.00	$ 21.61	$ 32.42	120	20	$ 16,207.50	11/02-11/20	
Information Technology									
Systems Specialist	19	22.00	$ 27.96	$ 41.94	680	280	$ 584,364.00	8/03-11/30	
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	680	280	$ 32,156.30	8/03-11/30	
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	162	134	$ 385,680.24	10/08-11/03	
REGISTRATION									
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20	
Registration Clerks	8	18.00	$ 22.88	$ 34.32	560	80	$ 124,467.20	8/17-11/20	
Registration Clerks	4	18.00	$ 22.88	$ 34.32	280	80	$ 36,608.00	10/5-11/20	
Quality Control	4	18.00	$ 22.88	$ 34.32	600	80	$ 65,894.40	8/10-11/20	
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	600	40	$ 34,359.60	8/10-11/20	
ABSENTEE									
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	680	100	$ 300,667.50	8/03-11/30	
Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	100	$ 21,098.60	8/03-11/30	
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	640	80	$ 44,976.80	8/10-11/30	
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	640	80	$ 19,782.80	8/10-11/30	
ADVANCE VOTING			VOTE Hrs: Mon- FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12 pm-5 pm					**AV 10/12-10/30**	
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	680	134	$ 22,395.02	8/03-11/30	
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	680	140	$ 27,145.00	8/03-11/30	
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	680	140	$ 142,524.60	8/03-11/30	
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	11/04-11/10	
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76		
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	136	134	$ 364,468.87		
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	136	134	$ 633,923.96	Staff hrs 6am-8pm	
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	130	124	$ 1,536,471.00	Sat 8-6/ Sun.11am-6pm	
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	128	124	$ 251,064.98		
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	40	0	$ 4,676.80	4 AV Outreach sites	
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	40	0	$ 8,134.40		
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	40	0	$ 13,830.40		
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only	
TOTAL TEMP LABOR COSTS	**799**						**$ 6,590,819.74**		

Temp Staffing Budget for NOV & DEC 2026 Elections

As of 06/04/26

Abacus bid rates are calculated in this file herein.

General Run-off ELECTION - DEC 1, 2026 - UNIT 2658

1160 SALARIES - TEMPORARY	#	PAY RATE	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs	Temp Work dates
Election Coordinators & Assistants								
Regional Election Coordinator 1	2	18.50	$ 23.51	$ 35.27	136	40	$ 9,215.92	12/1-12/22
Regional Election Coordinator 1- Lead	1	19.50	$ 24.78	$ 37.17	136	40	$ 4,856.88	12/1-12/22
Regional Election Coordinator 2	9	21.00	$ 26.69	$ 40.04	136	40	$ 47,081.16	12/1-12/22
Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	136	40	$ 5,978.00	12/1-12/22
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	40	$ 4,982.32	12/1-12/22
Reconciliation	4	17.00	$ 21.61	$ 32.42	40	10	$ 4,754.20	
Election Chief								
Executive Assistant	1	20.00	$ 25.42	$ 38.13	136	30	$ 4,601.02	12/1-12/22
Training & Compliance Team (ED & AV)								
Class Assistants	4	16.00	$ 20.34	$ 30.51	40	0	$ 3,254.40	
Instructors- Training	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	
Instructors- ED Auditors	4	30.60	$ 38.89	$ 58.34	40	0	$ 6,222.40	5 days
Instructors- ED Auditors Payroll	5	30.60	$ 38.89	$ 58.34	40	0	$ 7,778.00	5 days
Instructors- AV Auditors	7	30.60	$ 38.89	$ 58.34	40	0	$ 10,889.20	5 days
VOTER EDUCATION / ADMIN								
Administrative Coordinator	1	20.00	$ 25.42	$ 38.13	128	20	$ 4,016.36	12/1-12/21
Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	40	$ 4,778.96	12/1-12/21
Voter Education Officers	5	21.00	$ 26.69	$ 40.04	128	40	$ 25,088.60	12/1-12/21
Community Engagement Mobile Outreach Vehicle								
Drivers	3	26.00	$ 35.62	$ 53.43	48	20	$ 8,335.08	
SUPPLIES & LOGISTICS					**AV 11/ 21 to 11/25/2026**			
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator	5	21.60	$ 29.59	$ 44.39	120	80	$ 35,508.00	11/21-12/11
Couriers- Logistics	35	20.00	$ 27.40	$ 41.10	120	80	$ 230,160.00	11/21-12/11
Couriers- Logistics	30	20.00	$ 27.40	$ 41.10	120	80	$ 197,280.00	11/21-12/11
AB Drop Box / Supply Couriers	8	17.00	$ 23.29	$ 34.94	80	60	$ 31,674.40	11/21-12/4
Tabulation	3	23.00	$ 29.23	$ 43.85	120	40	$ 15,784.20	11/21-12/11

Reconciliation	12	17.00	$ 21.61	$ 32.42	120	20	$ 38,898.00	11/21-12/11
Information Technology								
Systems Specialist	19	22.00	$ 27.96	$ 41.94	152	40	$ 112,622.88	12/1-12/23
Systems Specialist - LEAD	1	23.00	$ 29.23	$ 43.85	152	40	$ 6,197.40	12/1-12/23
Technicians- AV & ED	38	22.00	$ 27.96	$ 41.94	82	52	$ 169,996.80	11/19-12/2
REGISTRATION								
Front Office Specialists	4	18.00	$ 22.88	$ 34.32	120	30	$ 15,100.80	11/21-12/11
Registration Clerks	12	18.00	$ 22.88	$ 34.32	80	30	$ 34,320.00	11/21-12/4
Quality Control	4	18.00	$ 22.88	$ 34.32	80	20	$ 10,067.20	11/21-12/4
Courier- Mail Room	2	19.00	$ 26.03	$ 39.05	120	10	$ 7,028.10	11/21-12/11
ABSENTEE								
Absentee Specialists	15	19.00	$ 24.15	$ 36.23	120	30	$ 59,771.25	12/1-12/18
Executive Assistant	1	20.00	$ 25.42	$ 38.13	120	30	$ 4,194.30	12/1-12/18
Courier - Fleet Coordinator Mail Room	2	21.60	$ 29.59	$ 44.39	120	30	$ 9,764.70	12/1-12/18
Courier- Mail Room	1	19.00	$ 26.03	$ 39.05	120	30	$ 4,294.95	12/1-12/18
ADVANCE VOTING			VOTE Hrs: Mon-FRI 7am-7pm/ SAT 9am-5pm/ Sunday 12pm-5pm					**AV 11/21- 11/25**
Adv Voting Executive Assistant	1	20.00	$ 25.42	$ 38.13	128	52	$ 5,236.52	12/1-12/21
Adv Voting Regional Election Coordinator 2- Lead	1	24.00	$ 30.50	$ 45.75	128	52	$ 6,283.00	12/1-12/21
Adv Voting Regional Election Coordinator 2	6	21.00	$ 26.69	$ 40.04	128	52	$ 32,988.84	12/1-12/21
Reconciliation	3	17.00	$ 21.61	$ 32.42	40	10	$ 3,565.65	
Tabulation	39	23.00	$ 29.23	$ 43.85	8	0	$ 9,119.76	
Advance Voting - Manager	37	23.00	$ 29.23	$ 43.85	64	52	$ 153,574.42	
Advance Voting - Asst. Mgr	74	20.00	$ 25.42	$ 38.13	64	52	$ 267,113.36	Staff hrs 6am-8pm
Advance Voting - Clerk	225	17.00	$ 21.61	$ 32.42	56	47	$ 615,074.63	Sat 8-6/ Sun.11am-6pm
Advance Voting - Line Monitors	37	17.00	$ 21.61	$ 32.42	56	47	$ 101,145.61	
Advance Voting- Outreach Manager	4	23.00	$ 29.23	$ 43.85	24	0	$ 2,806.08	4 AV Outreach sites
Advance Voting- Outreach Asst. Manager	8	20.00	$ 25.42	$ 38.13	24	0	$ 4,880.64	
Advance Voting- Outreach Clerk	16	17.00	$ 21.61	$ 32.42	24	0	$ 8,298.24	
Reserve- Adv Voting Clerks	100	17.00	$ 21.61	$ 32.42	6		$ 12,966.00	Training Hrs only
TOTAL TEMP LABOR COSTS	**797**						**$ 2,367,964.92**	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0398 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of statewide contracts - Department of Real Estate and Asset Management, SWC#99999-001-SPD0000203-0001 and SWC#99999-001- SPD0000203-0003, New Tires and Retread Tubes, in the total amount not to exceed $75,000.00 with (A) Bridgestone Americas Tire Operations, LLC, through authorized dealer Southern Tire Mart (Atlanta, GA) in the amount not to exceed $25,000.00, and (B) The Goodyear Tire & Rubber Company, through authorized dealer NexTire Commercial, Inc. (Decatur, GA) in the amount not to exceed $50,000.00, to provide tires, tubes, accessories, and repair services on an as-needed basis for Fulton County fleet vehicles for the remainder of FY2026. Effective dates: July 1, 2026, through December 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-462, requests for approval to utilize statewide contracts of more than $100,000.00 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is for approval of both statewide contracts to cover the costs to provide tires, tubes, accessories, and repair services for Fulton County fleet vehicles for the remainder of FY2026.

The most recent awards for this service were approved on November 5, 2025, via Item #25-0829, in the total amount not to exceed $105,000.00 for New Tires and Retread Tires with (A) Bridgestone

Americas Tire Operations, LLC, through Authorized Dealer Southern Tire Mart in the amount of $25,000.00; and (B) The Goodyear Tire & Rubber Company through Authorized Dealer NexTire Commercial, Inc. in the amount of $80,000.00, to provide tires, tubes, accessories, and repair services for County fleet vehicles, effective January 1, 2026 through June 30, 2026.

The current term of both existing statewide contracts #99999-001-SPD0000203-0001 and #99999-001-SPD0000203-0003 expire on June 30, 2026. However, the State of Georgia has renewed the existing Statewide Contracts from July 1, 2026, through June 30, 2027.

Scope of Work: These statewide contracts provide tires, tubes, accessories, and repair services for County fleet vehicles. Benefits of these contracts also include competitive discounts off list price for all products, a choice among multiple awarded suppliers in each category, and a dedicated contract management team who will manage the daily operations of the statewide contracts. This service operates on an as-needed basis and provides the County with maximum flexibility to have multiple sources for services.

Community Impact: None that the Department is aware.

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

Project Implications: This service is a critical component in providing maintenance technicians with special tires, tubes, accessories, and inventory resources for County fleet vehicles.

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

Department Issues/Concerns: If these statewide contracts are not approved, the Department will not be able to provide tires, tubes, accessories, and repair services to County fleet vehicles for the remainder of FY2026.

Contract Modification: This is a new request.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: SWC Contracts
Exhibit 2: Authorized Dealers Lists - Goodyear Tires & Bridgestone Tires
Exhibit 3**:** Cooperative Purchasing Justification and Approval Form - New Tires

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$75,000.00
TOTAL:	$75,000.00

Fiscal Impact / Funding Source

Funding Line 1:

700-520-5223-1710: Internal Services, Real Estate and Asset Management, Garage Parts - $75,000.00

Key Contract Terms	
Start Date: 7/1/2026	**End Date:** 12/31/2026
Cost Adjustment: N/A	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: n/a

Would you select/recommend this vendor again?
Yes

Report Period Start:	**Report Period End:**
N/A	**N/A**

99999-001-SPD0000203-...
New Tires and Retread Tires

Type: zMandatory Statewide Contract (old) (inactive)
2nd Party: THE GOODYEAR TIRE &...
Dates: 7/1/2022 - 6/30/2027
Version: Renewal 0, Amendment 0

Total Contract Value (TCV)
TCV:

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

Summary

Contract Summary

Contract Information

Contract Name ★	New Tires and Retread Tires
Contract Type ★	zMandatory Statewide Contract (old) (inactive)
Entity ★	–
Jurisdiction	–
First Party ★	–
Second Party ★	THE GOODYEAR TIRE & RUBBER COMPANY

Contract Dates

Begin Date	7/1/2022 12:00 AM EDT
Expire Date	6/30/2027 11:59 PM EDT

Contract Managers

Shauna Thomas	shauna.thomas@doas.ga.gov +1 470-763-8271

Supplier Information Sheet

Statewide Contract Number	99999-001-SPD0000203-0003		
Peoplesoft Vendor Number	0000008117		
Supplier Name	The Goodyear Tire and Rubber Company		
Contract Description	New Tires and Retread Tires		
Effective Date	7/1/2022	**Expiration Date**	6/30/2026
Suppliers Awarded	4	**Contract Type:**	**Mandatory**

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NIGP Codes	**7**
DOAS Contact Information	**8**

Supplier Contract Information

Supplier Name & Address
The Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316
Contract Administrator
Kenny Miller 330-796-4352 kenneth_miller@goodyear.com

Contract Details	
Remittance Information	The Goodyear Tire & Rubber Company 200 Innovation Way Akron, OH 44316
Pricing Structure	Discount off MSRP by Category
Delivery Days	15 days if backordered
Payment Terms	N30
Authorized Users	State and Local Government
Acceptable Payment Method	Purchase Orders, Purchasing Card, ACH, Check

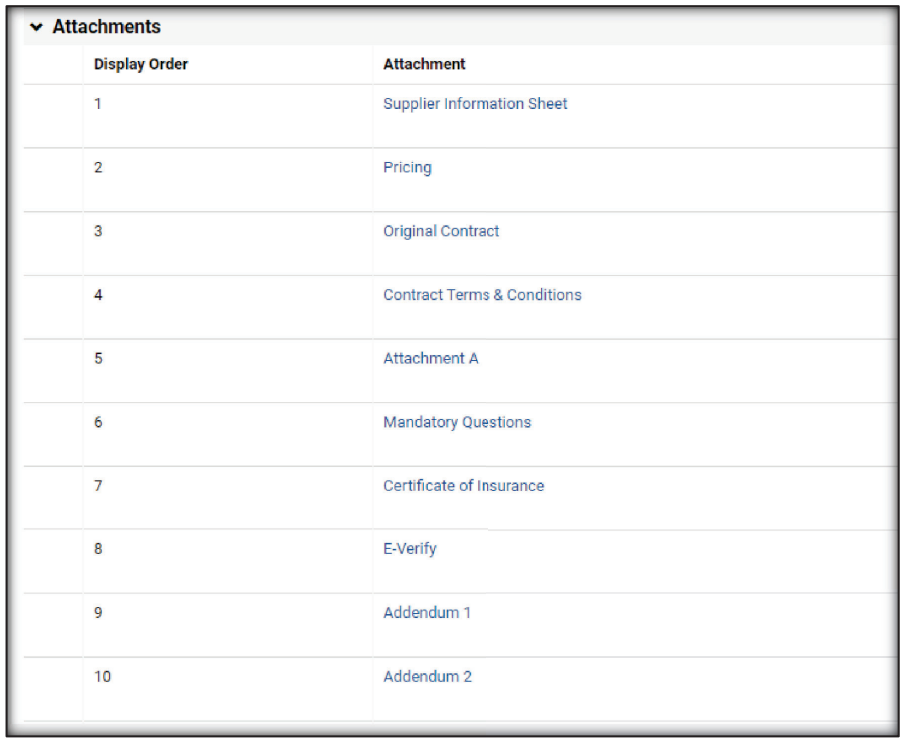
Ordering Instructions

1. Determine the tire(s) needed to purchase.
2. Locate the supplier(s) that provides the tire's associated category.
3. Select the supplier.
4. Determine the price by utilizing the manufacturer's catalog and provide the appropriate discount.
5. Contact the supplier and reference the contract number for State pricing.
6. Place the order.

Where to Find Additional Contract Documents

All additional contract documents may be found under the "Attachments" dropdown when viewing the contract in TGM, including, but not limited to:

- Pricing
- Original Contract/Terms and Conditions
- Attachment A (original solicitation document)
- Mandatory Questions
- Certificate of Insurance
- E-Verify Affidavit
- Addendums
- Renewals/Extensions/Amendments
- Notice of Intent to Award
- Notice of Award



General Contract Information

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **New Tires and Retread Tires (99999-001-SPD0000203)** with Bridgestone Americas Tire Operations LLC, Michelin North America, Inc., The Goodyear Tire & Rubber Company, and Continental Tire the Americas LLC. The purpose of this contract is **to provide an extensive range of tires to authorized users throughout the State.**

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other Governmental Entities in the State of Georgia such as state authorities, local government, municipalities, cities, townships, and counties. **In accordance with O.C.G.A. 50-5-60.3, for authorized users under any State Entities, Retread Tires are required for truck tires of over 16-inch rim size used on non-steering axles.**

The suppliers were awarded the respective categories as follows:

Category Number	Category Name	SuppUers Awarded
Category 1	Medium Truck Tires	Bridgestone, Michelin, and Continental
Category 2	Pursuit Tires	Bridqestone and Goodyear
Category 3	Passenger Tires	Bridgestone and Goodyear
Category 4	Light Truck Tires	Goodyear, Michelin, Bridgestone, and Continental
Category 5	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires	Michelin and Bridgestone
Category 6	Heavy Truck Tires	Michelin and Continental
Category 7	Medium Truck Tires: Retreads	Goodyear and Michelin
Category 8	Liqht Truck Tires: Retreads	Goodyear and Bridqestone
Category 9	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires: Retreads	Bridgestone and Michelin
Category 10	Heavy Truck Tires: Retreads	Goodyear and Michelin

Key benefits of the contract include:

- Competitive discounts *off* list price for all products.
- Authorized user may choose among the multiple awarded suppliers in each category.
- Dedicated contract management team who will manage the daily operations of this statewide Contract.

Amendments / Renewals / Extensions

Base Term: 7/1/2022 – 6/30/2024

Renewal 1: 7/1/2024 – 6/30/2025

Renewal 2: 7/1/2025 – 6/30/2026

Renewal 3:

NIGP Codes

86307	Tires and Tubes
07581	Tire Changing Equipment
07582	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
54585	Tire Shredders
56084	Wheels, Industrial: Steel, Pneumatic, Rubber Tired Molded-on

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

Procurement Help Desk

Telephone: 404-657-6000

Email: doas.prochelpmain@doas.ga.gov

You cannot edit this contract.

99999-001-SPD0000203-...
New Tires and Retread Tires

Type: zMandatory Statewide Contract (old) (inactive)
2nd Party: BRIDGESTONE AMERICA...
Dates: 7/1/2022 - 6/30/2027
Version: Renewal 0, Amendment 0

Total Contract Value (TCV)
TCV:

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

Summary

Contract Summary

Contract Information

Contract Name ★	New Tires and Retread Tires
Contract Type ★	zMandatory Statewide Contract (old) (inactive)
Entity ★	–
Jurisdiction	–
First Party ★	–
Second Party ★	BRIDGESTONE AMERICAS TIRE OPERATIONS LLC

Contract Dates

Begin Date	7/1/2022 12:00 AM EDT
Expire Date	6/30/2027 11:59 PM EDT

Contract Managers

Shauna Thomas	shauna.thomas@doas.ga.gov +1 470-763-8271

Supplier Information Sheet

Statewide Contract Number	99999-001-SPD0000203-0001		
Peoplesoft Vendor Number	0000229570		
Supplier Name	Bridgestone Americas Tire Operations LLC		
Contract Description	New Tires and Retread Tires		
Effective Date	7/1/2022	**Expiration Date**	6/30/2026
Suppliers Awarded	4	**Contract Type:**	**Mandatory**

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DOAS Contact Information	**8**

Supplier Contract Information

Supplier Name & Address
Bridgestone Americas Tire Operations LLC 200 4th Avenue South Nashville, TN 37201

Contract Administrator	
TJ Lolonde lalondethomas@bfusa.com 503-349-7605	Justin Maharaj maharajjustin@bfusa.com 678-429-5427

Contract Details	
Remittance Information	Bridgestone Americas Tire Operations LLC 200 4th Avenue South Nashville, TN 37201
Pricing Structure	Discount off MSRP by Category
Delivery Days	15 days if backordered
Payment Terms	N30
Authorized Users	State and Local Government
Acceptable Payment Method	Purchase Orders, Purchasing Card, ACH, Check

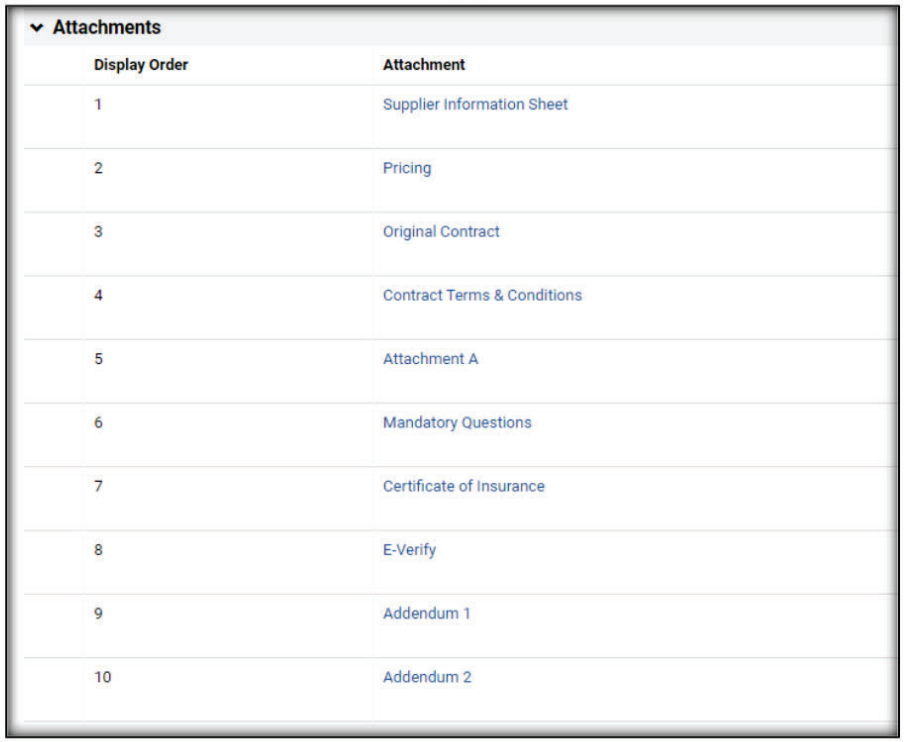
Ordering Instructions

1. Determine the tire(s) needed to purchase.
2. Locate the supplier(s) that provides the tire's associated category.
3. Select the supplier.
4. Determine the price by utilizing the manufacturer's catalog and provide the appropriate discount.
5. Contact the supplier and reference the contract number for State pricing.
6. Place the order.

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- Original Contract/Terms and Conditions
- Attachment A (original solicitation document)
- Mandatory Questions
- Certificate of Insurance
- E-Verify Affidavit
- Addendums
- Renewals/Extensions/Amendments
- Notice of Intent to Award
- Notice of Award



General Contract Information

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This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to all other Governmental Entities in the State of Georgia such as state authorities, local government, municipalities, cities, townships, and counties. **In accordance with O.C.G.A. 50-5-60.3, for authorized users under any State Entities, Retread Tires are required for truck tires of over 16-inch rim size used on non-steering axles.**

The suppliers were awarded the respective categories as follows:

Category Number	Category Name	Suppliers Awarded
Category 1	Medium Truck Tires	Bridgestone, Michelin, and Continental
Category 2	Pursuit Tires	Bridgestone and Goodyear
Category 3	Passenger Tires	Bridgestone and Goodyear
Category 4	Light Truck Tires	Goodyear, Michelin, Bridgestone, and Continental
Category 5	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires	Michelin and Bridgestone
Category 6	Heavy Truck Tires	Michelin and Continental
Category 7	Medium Truck Tires: Retreads	Goodyear and Michelin
Category 8	Light Truck Tires: Retreads	Goodyear and Bridgestone
Category 9	Farm, Tractor, Heavy Equipment, and *Off* the Road Tires: Retreads	Bridgestone and Michelin
Category 10	Heavy Truck Tires: Retreads	Goodyear and Michelin

Key benefits of the contract include:

- Competitive discounts *off* list price for all products.
- Authorized user may choose among the multiple awarded suppliers in each category.
- Dedicated contract management team who will manage the daily operations of this statewide Contract.

Amendments / Renewals / Extensions

Base Term: 7/1/2022 – 6/30/2024

Renewal 1: 7/1/2024 – 6/30/2025

Renewal 2: 7/1/2025 – 6/30/2026

Renewal 3:

NIGP Codes

86307	Tires and Tubes
07581	Tire Changing Equipment
07582	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
54585	Tire Shredders
56084	Wheels, Industrial: Steel, Pneumatic, Rubber Tired Molded-on

DOAS CONTACT INFORMATION

DOAS Contract Manager

View **Contract Summary** Page in **Team Georgia Marketplace ("TGM")** to see the current contract manager and contact information.

Procurement Help Desk

Telephone: 404-657-6000

Email: doas.prochelpmain@doas.ga.gov

Authorized Dealers - State of Georgia

Goodyear Tire & Rubber Company

Updated 6/5/2024

Number	NAME1	NAME2	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME	EMAIL
151418	MIDTOWN TIRE INC		4965 REGIONS DRIVE	ACWORTH	GA	30101	(770) 975-3757	(770) 975-0763	THOMAS HONG	thong@midtowntire.com
114128	DEATON FLEET SOLUTIONS CORP		323 MITCHELL RD	ADAIRSVILLE	GA	30103	(770) 773-7679		NICHOLAS MCLAMORE	t.mclamore@deatonfleetservice.com
802181	GOODYEAR AUTO SERVICE CENTER #2181		2537 STUART AVENUE	ALBANY	GA	31707-1665	(229) 883-8900		CHUCK DUGGAN	gy2181@goodyear.com
802175	GOODYEAR AUTO SERVICE CENTER #2175		922 WEST BROAD STREET	ALBANY	GA	31701-2468	(229) 439-2265		BRENT DYER	gy2175@goodyear.com
154201	MOMKO INC	MR TIRE & AUTO SVC CTRS #1280	11910 GA HIGHWAY 9 S	ALPHARETTA	GA	30009	(770) 751-0222		KYLE PETERSON	kyle.peterson@momko.com
154187	MOMKO INC	MR TIRE & AUTO SVC CTRS #1285	5915 GATEWAY DRIVE	ALPHARETTA	GA	30004	(770) 754-0905		KYLE PETERSON	kyle.peterson@momko.com
117002	HENNY KNOT INC	UNIVERSITY TIRE	3128 LEXINGTON RD	ATHENS	GA	30605	(706) 548-2216	(706) 548-2227	MATT KIRKLAND	1061tire@firstyear.com
154324	MAVIS TIRE EXPRESS SVCS CORP	MAVIS DISCOUNT TIRE #661	1891 EPPS BRIDGE PARKWAY	ATHENS	GA	30606	(706) 521-0175	(706) 521-0184	TIM MORAN	jtaylor@mavistire.com
117003	UTR INC	UNIVERSITY TIRE	1180 MITCHELL BRIDGE RD	ATHENS	GA	30606	(706) 543-6725		MATT KIRKLAND	1061tire@firstyear.com
114127	TIRE DISCOUNTERS #161		1180 MITCHELL BRIDGE RD	ATHENS	GA	30606	(706) 549-4777		JAMES BAXTER	james.t.baxter@tiresdirect.com
114107	TIRE DISCOUNTERS #102		1051 CHASE DR	ATHENS	GA	30606	(706) 549-6698		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
184128	DW CAMPBELL OF DUNWOODY		8465 ROSWELL ROAD	ATLANTA	GA	30350	(770) 119-3611	(770) 578-6611	BRIAN CAMPBELL	gy2184@goodyear.com
802123	GOODYEAR AUTO SERVICE CENTER #2123		998 HAMMOND DRIVE NE	ATLANTA	GA	30328-5316	(678) 603-9666	(678) 828-5989	MICHAEL RATTERMANN	gy2123@goodyear.com
802125	GOODYEAR AUTO SERVICE CENTER #2125		3605 CHAMBLEE TUCKER ROAD	ATLANTA	GA	30341-4411	(770) 452-9356	(404) 745-9389	DARREN BROWN	gy2125@goodyear.com
802140	GOODYEAR AUTO SERVICE CENTER #2140		2841 GREENBRIAR PARKWAY SW	ATLANTA	GA	30331-3620	(404) 349-3660	(404) 603-5307	DEMETRIUS HUARD	gy2140@goodyear.com
112183	GOODYEAR AUTO SERVICE CENTER #2183		4393 WEST MAYFIELD DRIVE	AUGUSTA	GA	30909-9648	(706) 228-5652	(706) 650-1389	AL SWITMAN	gy2183@goodyear.com
184001	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#098	3518 DEANS BRIDGE RD	AUGUSTA	GA	30906	(706) 738-0517	(706) 738-9362		gy_098@gy_goodyear.com
154352	PRITCHETT TIRE & ALIGNMENT INC		1430 WILLINGHAM AVE	BALDWIN	GA	30511	(706) 778-7004		JENNIFER SILVA	jennifer@1stline.biz
152750	1-10 WHOLESALE TIRE		1630 B WILLINGHAM AVE	BALDWIN	GA	30511	(706) 778-7004		JENNIFER SILVA	jennifer@1stline.biz
121204	NA AUTO STORE 27 LLC	SHODE TIRE PROS	2307 MURPHY HWY	BLAIRSVILLE	GA	30512	(706) 745-9599		MARC CARVER	mark.w.wolfe.tires@gmail.com
112184	TIRE DISCOUNTERS #183		2307 MURPHY HWY	BLAIRSVILLE	GA	30512	(706) 745-9599		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
152963	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#187	301 WINDFOOT COURT	BRUNSWICK	GA	31520	(770) 537-3161	(770) 537-2161		tc_goodyear_187@goodyear.com
392393	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#697	275 PILOT LN	BRUNSWICK	GA	31520	(912) 262-3064		MICHELLE ASHBY	tc_goodyear_697@goodyear.com
184001	NORTHWEST GA AUTOMOTIVE INC	TIRECOUST AUTOMOTIVE	220 HWY 53 EAST	CALHOUN	GA	30701	(706) 629-2168	(706) 625-5150	RANDY CONLEY	tires@tirecoust.net
802128	GOODYEAR AUTO SERVICE CENTER #2128		355 RICHARDET COLLEGE PARKWAY	CANTON	GA	30114-5633	(770) 721-3592	(404) 601-9875	DAVID SCHOUVE	gy2128@goodyear.com
154185	MOMKO INC	MR TIRE & AUTO SVC CTRS #1286	3080 CUMMING HIGHWAY	CANTON	GA	30115	(770) 704-1717		KYLE PETERSON	kyle.peterson@momko.com
802186	GOODYEAR AUTO SERVICE CENTER #2186		132 MAPLE STREET	CARROLLTON	GA	30117-3231	(770) 832-9364	(404) 601-5820	SAMUEL CARROLL	gy2186@goodyear.com
114129	DEATON FLEET SOLUTIONS CORP		17 RIVER DR	CARTERSVILLE	GA	30120	(770) 386-1273		NICHOLAS MCLAMORE	t.mclamore@deatonfleetservice.com
19195	ADAMS-ZUEVER TIRE COMPANY INC		113 PRIOR ST	CEDARTOWN	GA	30125	(770) 748-6265	(770) 748-6280	JO ANN BROCK	admin@azt.com
154609	TIRE DISCOUNTERS #167		5585 PEACHTREE BLVD	CHAMBLEE	GA	30341	(470) 569-1768		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
154353	PRITCHETT TIRE & ALIGNMENT INC		81 S RED TICK RD	CLAYTON	GA	30525	(706) 782-9681		JENNIFER SILVA	jennifer@1stline.biz
154353	PRITCHETT TIRE & ALIGNMENT INC		2613 HIGHWAY 129 SOUTH	CLEVELAND	GA	30528	(706) 348-9088		JENNIFER SILVA	jennifer@1stline.biz
184027	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#185	1855 CUSSETA RD	COLUMBUS	GA	31901-9102	(706) 610-2025	(706) 660-9122		tc_goodyear_185@goodyear.com
154352	PRITCHETT TIRE & ALIGNMENT INC		1430 WILLINGHAM AVE	COLUMBUS	GA	31906	(706) 322-7727		JUSTIN TILLISON	jennifer@1stline.biz
154418	PRITCHETT TIRE & ALIGNMENT INC		30652 HIGHWAY 441 NORTH	COMMERCE	GA	30529	(706) 335-7727		JENNIFER SILVA	jennifer@1stline.biz
184668	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#185	3055 MORELAND AVE	CONLEY	GA	30288	(404) 366-0612	(404) 366-0619	JOSELUIS CHAVARRIA	tc_goodyear_185@goodyear.com
802165	GOODYEAR AUTO SERVICE CENTER #2154	HUNTING CREEK PLAZA	1842 HIGHWAY 20 W	COMMER	GA	30529-2096	(770) 535-3682	(404) 601-5809	TERRY RAMEY	gy2165@goodyear.com
149303	MAVIS TIRE EXPRESS SVCS CORP	MAVIS TIRES & BRAKES #656	2171 GA HWY 20	COMMERS	GA	30013	(770) 278-9858	(770) 278-9871	TIM MORAN	jtaylor@mavistire.com
112928	TIRE DISCOUNTERS #162		1860 GA-20	COMMERS	GA	30012	(678) 379-6691		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
154353	PRITCHETT TIRE & ALIGNMENT CO		1630 WILLINGHAM AVE	CORNELIA	GA	30531	(706) 778-1717		JENNIFER SILVA	jennifer@1stline.biz
802127	GOODYEAR AUTO SERVICE CENTER #2127		12382 BROWN BRIDGE ROAD	COVINGTON	GA	30014-2962	(770) 788-1016	(404) 601-5883	BLAKE MCNEILL	gy2127@goodyear.com
119462	TIRE DISCOUNTERS #151		4108 ELM ST	COVINGTON	GA	30014	(770) 787-6080		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
802133	GOODYEAR AUTO SERVICE CENTER #2133		5069 BETHELVIEW ROAD	CUMMING	GA	30040-6626	(678) 917-2970	(678) 828-5968	RICHARD KAISER JR	gy2133@goodyear.com
802194	GOODYEAR AUTO SERVICE CENTER #2194		3051 OLD ATLANTA ROAD	CUMMING	GA	30041-2737	(770) 889-1193	(404) 601-5825	SAL BARBAGALLO	gy2194@goodyear.com
154786	LANIER TIRE & WHEEL INC		1670 VENTURA DRIVE	CUMMING	GA	30040	(770) 889-9906	(770) 889-6353	MICHAEL HYDE	lanier2@bellsouth.net
801529	GOODYEAR AUTO SERVICE CENTER #1529		306 WEST WALNUT AVENUE	DALTON	GA	30720-8237	(706) 278-9265	(706) 263-6186	DWAYNE BOWERS	gy2329@goodyear.com
392393	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#656	100 CAMRONDALE RD SW	DALTON	GA	30721	(706) 272-0673		JASON PELLUM	tc_goodyear_656@goodyear.com
141365	TIRE DISCOUNTERS #116		821 S HAMILTON ST	DALTON	GA	30720	(706) 278-3520		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
112185	TIRE DISCOUNTERS #110		1051 CHASE DR	DANIELSVILLE	GA	30633	(706) 549-6698		JUSTIN TILLISON	james.t.baxter@tiresdirect.com
117001	HENRY INC	UNIVERSITY TIRE	1020 HWY 78 SW	DANIELSVILLE	GA	30633	(706) 420-7161		MATT KIRKLAND	1061tire@firstyear.com
154367	DORSEY TIRE COMPANY INC	DORSEY TIRE COMPANY	13199 GA HWY 251	DARIEN	GA	31305	(912) 688-7580		BRUCE CHAMBLEE	brucechamblee@hotmail.com
171073	AVONDALE TIRE & SERVICE INC	NEIGHBORHOOD TIRE PROS & AUTO	669 MEMORIAL DRIVE	DECATUR	GA	30032	(404) 284-8816	(770) 211-6398	JAMES BAXTER	jbaxter@avondaletire.com
184760	DECATUR TIRE AND SERVICE INC	NEIGHBORHOOD TIRE PROS & AUTO	307 CLAREMONT AVE	DECATUR	GA	30030	(404) 377-5069	(404) 377-5644	JAMES BAXTER	jbaxter@decatur-tire.com
913416	GOODYEAR AUTO SERVICE CENTER #1516	N DEKALB SHOPPING CENTER	2145 LAWRENCEVILLE HIGHWAY	DECATUR	GA	30033-6000	(404) 329-3660	(404) 603-5303	DARREN BROWN	gy2145@goodyear.com
801549	GOODYEAR AUTO SERVICE CENTER #1549	SOUTH DEKALB MALL	2701 CANDLER ROAD	DECATUR	GA	30034-5409	(404) 243-3660	(404) 601-9189	CHRIS NEWBERRY	gy2349@goodyear.com
152570	NASTIN COMMERCIAL INC	NEIGHBORHOOD TIRE PROS & AUTO	3589 MEMORIAL DRIVE	DECATUR	GA	30032	(404) 456-9005	(770) 211-6398	JAMES BAXTER	jbaxter@nastin.com
162609	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#215	2280 COOK DR	DONALSVILLE	GA	39360	(770) 720-1221	(850)879-4949	HAROLD CHAVARRIA	tc_goodyear_215@goodyear.com
147587	WITBY LLC	SALES-A-CON TIRE & SERVICE	3827 E US HWY 84	DOTHAN	AL	36301	(334) 702-2225	(334) 678-7337	SHAWN BLACKMON	shawn.black@witbyllc.com
180181	BUBBA'S TIRE COMPANY		1218 BELLEVUE AVE	DUBLIN	GA	31021	(678) 275-2966	(478) 272-5459	ROBERT L EAST JR	rebertleast@bellsouth.net
151063	BUBBA'S TIRE COMPANY		1707 TEAHUB ST	DUBLIN	GA	31021	(678) 275-2966		ROBERT L EAST JR	rebertleast@bellsouth.net
154188	MOMKO INC	MR TIRE & AUTO SVC CTRS #1278	1203 DUNWOODY VILLAGE PKWY	DUNWOODY	GA	30338	(770) 396-5515		KYLE PETERSON	kyle.peterson@momko.com
25048	US AUTOFORCE		3832 ANVIL BLOCK ROAD	ELLENWOOD	GA	30294	(800) 762-8943		BRIAN DECKER	BDecker@usautoforce.com
154307	PERFORMANCE TIRE & AUTO OF FAYETTEVILLE INC		110 BANKS CROSSING	FAYETTEVILLE	GA	30214	(770) 716-7744	(770) 716-7354	NANCY CHRISTY	nancy@performancetire.com
154374	ACTION GROUP INC	ACTION TIRE COMPANY INC	410 LEES MILL RD	FOREST PARK	GA	30297	(404) 767-5235	(770) 732-1462	RICK W STEWART	rwst@actiontire.com

NUMBER	DEALER NAME	DBA	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME	EMAIL
1019451	TIRE DISCOUNTERS #1020		2521 BATTLEFIELD PKWY	FORT OGLETHORPE	GA	30742	(706) 916-3854		JUSTIN TILLISON	justin.tillison@tirediscounters.com
81716	HARRISON OIL & TIRE CO		124 W ACADEMY ST	DAINESVILLE	GA	30503-1215	(770) 536-2961		M HARRISON	hotoil@aol.com
1019316	TIRE DISCOUNTERS #1016	TIRE BARN TIRE DISCOUNTERS	3122 MARTIN LUTHER KING JR BLVD	DAINESVILLE	GA	30501	(770) 536-5021		JUSTIN TILLISON	justin.tillison@tirediscounters.com
1013193	GOODYEAR COMMERCIAL TIRE & SVC CENTER	8087	500 HWY 80	GARDEN CITY	GA	31408	(912) 964-5920	(912) 964-5810		gy1744@goodyear.com
1012321	GOODYEAR AUTO SERVICE CENTER #2132		3953 ROSWELD ROAD	DAWSON	GA	30917-5248	(678) 379-2777	(678) 649-5362	BRIAN HOLCOMBE	gy1744@goodyear.com
1013784	PIERCE TIRE & AUTO LLC	HILLS TIRE & AUTO	615 WEST TAYLOR ST	GRIFFIN	GA	30223	(770) 228-1917	(770) 229-0615	JAMES DWIGHT PIERCE	pierce@hillstirecare.com
39120	1HOUR TIRE SHOP		795 W COWIRY ST	1HOUR	GA	31545	(912) 427-2263	(912) 530-9733	JAMES RIGGINS	1hourtire@gmail.com
1014350	MCMINO INC	MR TIRE & AUTO SVC CTRS #1260	10965 STATE BRIDGE ROAD, SUITE 600	JOHNS CREEK	GA	30022	(770) 740-8800		KYLE PETERSON	kyle.peterson@mcmino.com
1010859	DW CAMPBELL OF KENNESAW		3970 GEORGE BUSBEE PARKWAY	KENNESAW	GA	30144	(770) 792-2982	(678) 581-5921	BRIAN CAMPBELL	fordempbarkley@kennesawcarcare.com
1014276	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#280	3029 MOON STATION RD	KENNESAW	GA	30144	(770) 795-0126	(770) 795-0128	ROBERT MUNYAR	gy1744@goodyear.com
1010618	MCMINO INC	MR TIRE & AUTO SVC CTRS #1297	3040 CHEROKEE ST	KENNESAW	GA	30144	(770) 420-0050		KYLE PETERSON	kyle.peterson@mcmino.com
110413	MIDTOWN TIRE INC		3240 STILESBORO RD	KENNESAW	GA	30152	(770) 429-0050		THOMAS HORNS	thomashorns@bellsouth.net
1010079	TIMMONS LLC #2029		3325 CHASTAIN RD	KENNESAW	GA	30144	(678) 290-5055		CHRIS CAMERON	chris.cameron@timmons.com
1115651	TIRE DISCOUNTERS #1417		4210 WADE GREEN RD NW	KENNESAW	GA	30144	(678) 214-3063		JUSTIN TILLISON	justin.tillison@tirediscounters.com
1010466	E B BRIGGS INC	AUTO PROS	3940 HWY 80 E	KINGSLAND	GA	31548	(912) 576-6777	(912) 576-3606	EDWARD BRIGGS	briggseb@att.net
112273	NR AUTOMOTIVE INC	FRYER'S TIRE CENTER	828 NEW FRANKLIN RD.	LA GRANGE	GA	30240	(706) 882-0033	(706) 882-5163	ANDREW WILMER	awilmer1@att.net
120506	TECH TIRES INC	TECH TIRES	1013 HOGANSVILLE RD	LAGRANGE	GA	30241	(706) 837-9665		RICHARD BRUNAIR	techtires1013@mac.com
911726	GOODYEAR AUTO SERVICE CENTER #2136		653 RUSSELL ROAD NE	LAWRENCEVILLE	GA	30043-3637	(678) 377-1050	(678) 639-5975	ELVIN NUKIC	gy1744@goodyear.com
911556	GOODYEAR AUTO SERVICE CENTER #2156		272 GRAYSON HIGHWAY	LAWRENCEVILLE	GA	30045-5726	(770) 963-2602	(404) 601-9798	TOM CHASE	gy1744@goodyear.com
104669	NATRUTIRE & AUTO CENTER		3141 SUGARLOAF PARKWAY	LAWRENCEVILLE	GA	30044	(770) 339-1150	(770) 339-1152	THOMAS HORNS	thomashorns@bellsouth.net
119408	TIRE DISCOUNTERS #1510		4830 SUGARLOAF PKWY	LAWRENCEVILLE	GA	30044	(678) 293-5200		JUSTIN TILLISON	justin.tillison@tirediscounters.com
112913	TIRE DISCOUNTERS #1416		3293 SCENIC HWY S	LAWRENCEVILLE	GA	30045	(470) 226-3309		JUSTIN TILLISON	justin.tillison@tirediscounters.com
117001	JMAT INC	UNIVERSITY TIRE	3945 US HWY 78	LOGANVILLE	GA	30052	(770) 554-3616	(706) 208-0899	MATT KIRKLAND	universitytire@windstream.net
121903	TIRE DISCOUNTERS #1511		3845 ATLANTA HWY	LOGANVILLE	GA	30052	(470) 226-1700		JUSTIN TILLISON	justin.tillison@tirediscounters.com
1012311	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#280	4601 INTERSTATE DR	MACON	GA	31210	(678) 474-7680	(678) 474-1673	BRODDIS BROWN/CHRIS MOORMAN	gy1744@goodyear.com
1013121	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER TTC	4600 ULMER PKWY BLDG 200	MACON	GA	31206	(478) 788-0517		BILL RAFFIELD	thegamedoc@charter.com
197187	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER	600 ULMER PARK RD BLDG 100A	MACON	GA	31206	(478) 538-0517		BILL RAFFIELD	thegamedoc@charter.com
185188	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #7	7010 PEAKS RD	MACON	GA	31210	(678) 405-5588		BILL RAFFIELD	thegamedoc@charter.com
197183	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #2	793 SHURLING DRIVE	MACON	GA	31211	(678) 743-5588		BILL RAFFIELD	thegamedoc@charter.com
1894606	US AUTOFORCE		4114 RIGGINS MILL RD	MACON	GA	31297	(678) 750-7605	(678) 755-1966	BRIAN DECKER	bdecker@usautoforce.com
1868859	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #5	486 MARTIN LUTHER KING JR DR	MACON	GA	31201	(678) 743-3125		BILL RAFFIELD	thegamedoc@charter.com
197183	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #3	120 RIVERSIDE PARKWAY	MACON	GA	31210	(678) 474-0119		BILL RAFFIELD	thegamedoc@charter.com
1894666	DW CAMPBELL INC TERR #5666		8560 COBB PKWY SE	MARIETTA	GA	30060	(770) 980-1811	(770) 912-0858	BRIAN CAMPBELL	captainchaos@yahoo.com
805768	DW CAMPBELL INC TERR #5768		1291 POWERS FERRY RD	MARIETTA	GA	30067	(770) 984-9711	(770) 612-1162	BRIAN CAMPBELL	dwcampbell@speedlefire.com
1894661	DW CAMPBELL OF MARIETTA INC TERR #5661		3350 CANTON RD	MARIETTA	GA	30066	(770) 427-0156	(770) 427-8852	BRIAN CAMPBELL	dwcampbell@speedlefire.com
1041861	MCMINO INC	MR TIRE & AUTO SVC CTRS #1262	1205 POWDER SPRINGS ROAD	MARIETTA	GA	30064	(585) 447-6400		KYLE PETERSON	kyle.peterson@mcmino.com
166187	CLACK LUBE CAR CARE CENTER INC	BP CAR CARE - TIRE PROS	567 JOHNSON FERRY RD	MARIETTA	GA	30068	(678) 879-5278		JAMES BAXTER	jbaxter@clacklube.com
141624	MIDTOWN TIRE INC		2950 JOHNSON FERRY RD	MARIETTA	GA	30062	(770) 573-1020		THOMAS HORNS	thomashorns@bellsouth.net
1894661	DW CAMPBELL INC		1291 POWERS FERRY RD	MARIETTA	GA	30067	(770) 984-9711		BRIAN CAMPBELL	dwcampbell@speedlefire.com
115969	AUTLEX TIRE	AUTLEX - MARIETTA #104	336 POWERS FERRY RD SE	MARIETTA	GA	30067	(678) 303-0145		JUSTIN TILLISON	justin.tillison@tirediscounters.com
802185	GOODYEAR AUTO SERVICE CENTER #2135		1020 SHEPPERS LANE	MCDONOUGH	GA	30253-8400	(770) 898-3218	(404) 601-5870	DAVID MCDONALD	gy1744@goodyear.com
116483	MCMINO INC	MR TIRE & AUTO SVC CTRS #1299	12400 STATE HIGHWAY 9	MILTON	GA	30004	(770) 751-9005		KYLE PETERSON	kyle.peterson@mcmino.com
119463	TIRE DISCOUNTERS #1512		611 EAST SPRING ST	MONROE	GA	30655	(770) 267-6569		JUSTIN TILLISON	justin.tillison@tirediscounters.com
119265	TIRE DISCOUNTERS #1717	HOMETOWN TIRE	805 W SPRING ST	MONROE	GA	30655	(770) 267-5555		JUSTIN TILLISON	justin.tillison@tirediscounters.com
3868463	THOMAS TIRE & RECAPPING INC		2700 FIRST AVENUE SE	MOULTRIE	GA	31788-6239	(229) 985-3839	(229) 985-0919	BLAKE THOMAS	thomastire@surfsouth.com
912769	GOODYEAR AUTO SERVICE CENTER #2168		29 LAGRANGE STREET	NEWNAN	GA	30263-2636	(770) 253-7853	(404) 601-9263	DON HARRISON	gy1744@goodyear.com
571360	WESTSIDE TIRE & ALIGNMENT INC		115 FRANKLIN ROAD	NEWNAN	GA	30263-1553	(770) 253-2897	(770) 254-9102	TERRY FULLER	westsidetire@gmail.com
119927	TIRE DISCOUNTERS #1162	NEWNAN STATION TIRE & SERVICE	1273 BULLSBORO DR	NEWNAN	GA	30265	(678) 513-4792		JUSTIN TILLISON	justin.tillison@tirediscounters.com
1041851	MCMINO INC	MR TIRE & AUTO SVC CTRS #1282	4041 HOLCOMB BRIDGE ROAD	NORCROSS	GA	30092	(770) 246-0012		KYLE PETERSON	kyle.peterson@mcmino.com
114084	TIMMONS LLC #1510	FOC 5650, 6TLANTA	5075 BUFORD HIGHWAY SUITE 150	NORCROSS	GA	30071-2778	(770) 416-7645		CHRIS CAMERON	chris.cameron@timmons.com
120807	TIRE DISCOUNTERS #1413	GEORGIA TIRE	2001 GEORGIAN PARK	PEACHTREE CITY	GA	30269	(770) 487-7767		JUSTIN TILLISON	justin.tillison@tirediscounters.com
911476	GOODYEAR AUTO SERVICE CENTER #2176		30 TRIGGS WAY	POOLER	GA	31322-4158	(912) 748-9663	(912) 226-1866	MATT STOVE	gy1744@goodyear.com
1043651	DORSEY TIRE COMPANY INC	DORSEY TIRE COMPANY	1078 EAST US HIGHWAY 80	POOLER	GA	31322	(912) 964-4796	(912) 964-1350	BRUCE CHAMBLISS	dorseytire@bellsouth.net
1012311	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#280	1100 E LOOP 820 S	FORT WORTH	TX	76119	(817) 446-2211	(817) 446-2211	BRODDIS BROWN	gy1744@goodyear.com
121827	TIMMONS LLC #1304	FOC 5650 CHATTANOOGA	70 SOUTH COMMERCE DRIVE	RINGGOLD	GA	30736-8400	(706) 866-3210		CHRIS CAMERON	chris.cameron@timmons.com
120364	TIRE DISCOUNTERS #1519	NORTH GEORGIA TIRE & ALIGNMENT	5412 BATTLEFIELD PKWY	RINGGOLD	GA	30736	(706) 937-5600		JUSTIN TILLISON	justin.tillison@tirediscounters.com
121702	TIRE DISCOUNTERS #1611		5382 BATTLEFIELD PKWY	RINGGOLD	GA	30736	(706) 937-5352		JUSTIN TILLISON	justin.tillison@tirediscounters.com
113127	DEATON FLEET SOLUTIONS CORP		520 INDUSTRIAL DRIVE	ROCKMART	GA	30153	(678) 693-9259		NICHOLAS MCLEMORE	c.mckinnon@deatonfuelservices.com
1012326	DEATON FLEET SOLUTIONS CORP		2015 CEDARTOWN HWY 50	ROME	GA	30162	(706) 295-6533	(706) 295-7388	NICHOLAS MCLEMORE	t.aitchison@deatonfuelservices.com
811210	GOODYEAR AUTO SERVICE CENTER #2130		3613 SHORTER AVENUE SW	ROME	GA	30165-9966	(706) 291-9094	(706) 915-0430	DANIEL BARNES	gy1210@goodyear.com
104350	MCMINO INC	MR TIRE & AUTO SVC CTRS #1281	3578 HOLCOMB BRIDGE ROAD	ROSWELL	GA	30076	(770) 640-7197		KYLE PETERSON	kyle.peterson@mcmino.com
108160	MCMINO INC	MR TIRE & AUTO SVC CTRS #1600	6258 ROSWELL ROAD	SANDY SPRINGS	GA	30328	(585) 447-6400		KYLE PETERSON	kyle.peterson@mcmino.com
901661	GOODYEAR AUTO SERVICE CENTER #2161		305 JUDE DRIVE	SAVANNAH	GA	31410-1907	(912) 898-3561	(912) 226-3801	TROY WHITE	gy1161@goodyear.com
911478	GOODYEAR AUTO SERVICE CENTER #2178		5704 OGEECHEE ROAD	SAVANNAH	GA	31405-9103	(912) 443-3915	(912) 226-3271	JONATHAN DEDGE	gy2178@goodyear.com
116582	TIRE DISCOUNTERS #1513		3030 WEST MAIN ST	SNELLVILLE	GA	30078	(770) 979-5506		JUSTIN TILLISON	justin.tillison@tirediscounters.com
114181	MCMINO INC	MR TIRE & AUTO SVC CTRS #1298	5217 STONE MOUNTAIN HIGHWAY	STONE MOUNTAIN	GA	30087	(770) 498-1121		KYLE PETERSON	kyle.peterson@mcmino.com
911481	GOODYEAR AUTO SERVICE CENTER #2121		1000 SOUTH MAIN STREET, SUITE B	WOODSTOCK	GA	30188	(678) 494-6288	(404) 759-2981	TOM CHASE	gy1744@goodyear.com
101722	NATIONAL SUNSHINE INC	NEIGHBORHOOD TIRE PROS & AUTO	2121 LAWRENCEVILLE SUWANEE RD	SUWANEE	GA	30024	(770) 513-1221	(770) 513-1769	JAMES BAXTER	jbaxter@clacklube.com
3810771	TERRAWORKS AUTO SERVICE INC	TERRAWORKS AUTO SERVICE	4195 S MAIN ST	HAHNVABORO	GA	30601	(678) 237-5118	(678) 237-1667	HENRY C TERRAWORKS	terraworks@att.net
2915717	NASCA TIRE & AUTO SERVICE INC		4792 BLOUNTSTOWN HWY	TALLAHASSEE	FL	32304	(850) 576-4168	(850) 575-7858	JACK NASCA	nascatire@aol.com
1041568	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#439	695 CARROLLTON ST	TEMPLE	GA	30179	(770) 562-8283		CHASE FREEMAN	gy1744@goodyear.com
1012164	GOODYEAR AUTO SERVICE CENTER #2148		3618 LAVISTA ROAD	TUCKER	GA	30084-5107	(770) 938-9775	(404) 601-9287	TOM CHASE	gy2164@goodyear.com
1012161	GOODYEAR COMMERCIAL TIRE & SVC CENTER	#439	3691 MADISON HWY	VALDOSTA	GA	31601	(229) 244-3179		STEVE WILLIAMS	gy1744@goodyear.com

CUSTOMER	DEALER NAME	DBA	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	CONTACT NAME	EMAIL
151242	56 RD TIRE & BRAKE SVC INC		2211 S PATTI RUZN ST	VALDOSTA	GA	31601	(229) 244-6014	(229) 241-0714	JACK NIXCE	nixcetire@msn.com
207185	RAFFIELD TIRE MASTERS INC	RAFFIELD TIRE MASTER #6	107 BUSSELL PKWY	WARNER ROBINS	GA	31088	(478) 328-1000		BILL RAFFIELD	CFOdeptDept@Fieldtire.com
154574	RAFFIELD TIRE MASTERS INC		6501 WATSON BLVD	WARNER ROBINS	GA	31093	(478) 788-7857		BILL RAFFIELD	CFOdeptDept@Fieldtire.com
119354	TIRE DISCOUNTERS #1-01		2001 HOG MOUNTAIN RD	WATKINSVILLE	GA	30677	(706) 769-6055		JUSTIN TILLISON	justin.t@tirediscounters.com
154326	BRENAFIN INC	MILLER TIRE COMPANY	US 1 191 S MANCHAL DR	WAYCROSS	GA	31501	(912) 285-1018	(912) 285-0263	BRITT MILLER	millertirecompany@gmail.com
152681	DW CAMPBELL OF WOODSTOCK INC		1906 PROFESSIONAL PARKWAY	WOODSTOCK	GA	30188	(770) 928-7313	(770) 928-7339	BRIAN CAMPBELL	accountspayable@campbellford.com
154186	MOMO INC	MR TIRE & AUTO SVC CTRS #1160	2001 TOWN LAKE PARKWAY	WOODSTOCK	GA	30189	(770) 928-5958		ERIC PETERSON	kyle.peterson@mavis.com
122389	TIRE DISCOUNTERS #181		8010 ALABAMA RD N6	WOODSTOCK	GA	30188	(404) 381-1151		JUSTIN TILLISON	justin.t@tirediscounters.com

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

ACWORTH	FIRESTONE COMPLETE AUTO CARE	3305 COBB PKWY NW	GA	30101-8325	(770)529-1750
ALBANY	FIRESTONE COMPLETE AUTO CARE	2530 DAWSON RD	GA	31707-1325	(229)439-7707
ALBANY	SOUTHEASTERN COMMERCIAL TIRE	318 CORDELE RD	GA	31705-2409	(229) 430-8001
ALBANY	SOUTHEASTERN COMMERCIAL TIRE	1116 SEMINOLE LN	GA	31707-5163	(229) 888-3300
ALPHARETTA	FIRESTONE COMPLETE AUTO CARE	788 N MAIN ST	GA	30009-2376	(770)667-1255
ALPHARETTA	MALCOLM CUNNINGHAM CHEVROLET NORTH POINT	2175 MANSELL RD	GA	30009-4767	(678) 352-2000
ALPHARETTA	TIRES PLUS TOTAL CAR CARE	3895 OLD MILTON PKWY	GA	30005-4492	(770)521-8644
ALTO	HAYES CDJR	3660 STATE HIGHWAY 365	GA	30510-2811	(706) 894-3900
ALTO	HAYES CHEVROLET BU GMC CAD	3565 HWY 365	GA	30510-2811	(706) 776-1144
ATHENS	TIRES PLUS TOTAL CAR CARE	1425 COLLEGE STATION RD	GA	30605-3669	(706)208-9918
ATHENS	TIRES PLUS TOTAL CAR CARE	2155 OCONEE CONNECTOR	GA	30606-5783	(706)549-5583
ATHENS	TIRES PLUS TOTAL CAR CARE	275 COLLINS INDUSTRIAL BLVD	GA	30601-1517	(706)549-6816
ATHENS	UNIVERSITY TIRE	3128 LEXINGTON RD	GA	30605-2445	(706) 548-2224
ATLANTA	FIRESTONE COMPLETE AUTO CARE	201A PERIMETER CENTER PKWY NE	GA	30346-1313	(770)399-5552
ATLANTA	FIRESTONE COMPLETE AUTO CARE	2460 N DRUID HILLS RD NE	GA	30329-3211	(404)325-8802
ATLANTA	FIRESTONE COMPLETE AUTO CARE	3000 HEADLAND DR SW	GA	30311-5422	(404)349-7360
ATLANTA	FIRESTONE COMPLETE AUTO CARE	1776 HOWELL MILL RD NW	GA	30318-3165	(404)351-0029
ATLANTA	FIRESTONE COMPLETE AUTO CARE	5885 BUFORD HWY NE	GA	30340-2421	(770)458-4073
ATLANTA	GORDY TIRE HOWELL MILL	1590 HOWELL MILL RD NW	GA	30318-7695	(404) 355-0118
ATLANTA	SOUTHERN TIRE MART	4600 FULTON INDUSTRIAL BLVD SW	GA	30336-2208	(404) 835-1374
ATLANTA	TIREHUB LLC	1 RAVINA DR STE 1300	GA	30346-2128	(479) 462-6099
ATLANTA	TIRES PLUS TOTAL CAR CARE	3735 CASCADE RD SW	GA	30331-2107	(404)696-6614
ATLANTA	TIRES PLUS TOTAL CAR CARE	3041 PIEDMONT RD NE	GA	30305-2625	(404)814-1747
AUGUSTA	AMERICAN TIRE DISTRIBUTORS INC	2122 NOLAND CONNECTOR RD	GA	30909-4480	(800)476-3634
AUGUSTA	AUGUSTA AUTOMOTIVE	1896 GORDON HWY	GA	30904-5660	(706) 733-5533
AUGUSTA	FIRESTONE COMPLETE AUTO CARE	1213 BROAD ST	GA	30901-1115	(706)722-6465
AUGUSTA	FIRESTONE COMPLETE AUTO CARE	3220 WRIGHTSBORO RD	GA	30909-2937	(706)738-8171
AUGUSTA	JIM WHITEHEAD TIRE SERVICE	2514 DEANS BRIDGE RD	GA	30906-2202	(706)738-5126
AUGUSTA	TIRES PLUS TOTAL CAR CARE	2705 PEACH ORCHARD RD	GA	30906-2407	(706)798-8882
AUGUSTA	TIRES PLUS TOTAL CAR CARE	271 ROBERT C DANIEL JR PKWY	GA	30909-0808	(706)667-8008
AUGUSTA	WASHINGTON ROAD TIRE & AUTO	252 BOY SCOUT RD	GA	30909-2097	(706)738-8976
AUSTELL	TIRES PLUS TOTAL CAR CARE	4195 AUSTELL RD	GA	30106-1836	(678)945-4295
BOGART	ATLANTA COMMERCIAL TIRE	386 COMMERCE BLVD	GA	30622-2224	(888) 530-9494
BOGART	TIRES PLUS TOTAL CAR CARE	3965 ATLANTA HWY	GA	30622-2234	(706)546-5030
BREMEN	KP AUTOMOTIVE	640 ALABAMA AVE S	GA	30110-2302	(770) 666-1458
BRUNSWICK	FIRESTONE COMPLETE AUTO CARE	3485 CYPRESS MILL RD	GA	31520-2857	(912)265-5870
BUFORD	FIRESTONE COMPLETE AUTO CARE	2414 HANCOCK DR	GA	30519-2005	(770) 965-8942
BUFORD	FIRESTONE COMPLETE AUTO CARE	3774 BUFORD DR NE	GA	30519-4920	(770)932-1926
BUFORD	FIRESTONE COMPLETE AUTO CARE	2389 MALL OF GEORGIA BLVD	GA	30519-4999	(678)546-7279

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BUFORD	TIRES PLUS TOTAL CAR CARE	3225 SARDIS CHURCH RD	GA	30519-6018	
BYRON	ALAN'S ALIGNMENT AND AUTOMOTIVE CENTER	243 GA HIGHWAY 49 N	GA	31008-4008	(478) 956-6000
BYRON	AMERICAN TIRE DISTRIBUTORS INC	110 REYNOLDS DR	GA	31008-6270	(478)956-3713
BYRON	BYRON TIRE	299 NEW DUNBAR RD	GA	31008-4008	(478) 956-3551
CALHOUN	EXECUTIVE PARK TIRE	120 EXECUTIVE PARK DR SE	GA	30701-3067	(706) 629-4529
CANTON	NICHELSON TIRE & AUTO	1470 BEAVERS RD 20 E	GA	30115-6152	(770) 479-7798
CANTON	SHOTTENKIRK	200 LIBERTY BLVD	GA	30114-2845	(678) 493-1015
CANTON	TIRES PLUS TOTAL CAR CARE	100 JUNIPER ST	GA	30114-5211	(770)720-0367
CARNESVILLE	MILFORD TIRE & AUTO SERVICE	10558 HIGHWAY 106	GA	30521-3349	(706) 384-4412
CARROLLTON	PARRISH TIRE COMPANY	215 AVENUE C	GA	30117-2809	(800) 877-2431
CARTERSVILLE	FIRESTONE COMPLETE AUTO CARE	307 MARKET PLACE BLVD	GA	30121-2227	(770)607-0103
CARTERSVILLE	MISSION AUTOMOTIVE	121 S GILMER ST	GA	30120-3645	(770) 382-4697
CARTERSVILLE	MISSION TIRE STORE	121 GILMER ST	GA	30120-0966	(770) 382-4697
CARTERSVILLE	NORTH GEORGIA TIRE	161 CRISS BLACK RD NW	GA	30120-4900	(770) 387-1400
CHAMBLEE	FIRESTONE COMPLETE AUTO CARE	5578 PEACHTREE INDUSTRIAL BLVD	GA	30341-2233	(770)451-3881
CLARKESVILLE	SUTTON TIRE INC	293 MONROE ST	GA	30523-5125	(706)754-6241
COLUMBUS	COLUMBUS TIRE CO.	1133 4TH ST	GA	31901-3351	(706)-321-8133
COLUMBUS	FIRESTONE COMPLETE AUTO CARE	1221 VETERANS PKWY	GA	31901-2509	(706)323-3606
COLUMBUS	FIRESTONE COMPLETE AUTO CARE	5437 VETERANS PKWY	GA	31904-4425	(706)323-6423
COLUMBUS	SONS CHEVROLET	3615 MANCHESTER EXPY	GA	31909-5360	(706) 322-8888
COLUMBUS	TIRE'S FIRST	5454 MILLER RD	GA	31909-5568	(706)563-5555
CONYERS	CONYERS TIRE CO	588 SIGMAN RD NE	GA	30013-1310	(770) 483-6633
CONYERS	FIRESTONE COMPLETE AUTO CARE	1645 HIGHWAY 138 SE	GA	30013-1280	(770)922-2015
CONYERS	JOHN MILES CHEVROLET	950 DOGWOOD DR SE	GA	30012-5452	(770) 483-8766
CONYERS	TIRES PLUS TOTAL CAR CARE	1270 DOGWOOD DR SE	GA	30013-5046	(770)922-2847
COVINGTON	GINN MOTOR CO.	8153 ACCESS RD NW	GA	30014-2099	(770) 786-3421
COVINGTON	SOUTHERN TIRE MART	75 PINYON RD	GA	30016-1171	(770) 787-5133
CUMMING	DON JACKSON CDJR NORTH	5855 GA HIGHWAY 400	GA	30028-4194	(470) 533-5400
CUMMING	LANIER TIRE & WHEEL INC	1470 VENTURA DR	GA	30040-4500	(770)889-9906
CUMMING	TIRES PLUS TOTAL CAR CARE	612 VETERANS MEMORIAL BLVD	GA	30040-2712	(678)513-2909
DAHLONEGA	JOHN MEGEL CHEVROLET	1392 HIGHWAY 400 S	GA	30534-6863	(706) 265-5400
DAHLONEGA	TRAMMELL TIRE	1656 MORRISON MOORE PKWY W	GA	30533-1410	(706)864-3346
DALLAS	DALLAS TIRE INC	216 LEGION RD	GA	30132-4325	(770)443-0434
DALLAS	VIC WILLIAMS TIRE & AUTO	441 BUTLER INDUSTRIAL DR	GA	30132-5015	(770) 445-4645
DALTON	ALANS AUTOMOTIVE	110 E HAWTHORNE ST	GA	30721-3150	(706) 529-9161
DALTON	DALTON COMMERCIAL TIRE	3364 DUG GAP RD	GA	30720-4925	(706) 272-0986
DALTON	DOYLE HAYES TIRE SERVICE INC	3010 E WALNUT AVE	GA	30721-8769	(706)278-2070
DALTON	TIRE DISCOUNTERS INC.	401 S HAMILTON ST	GA	30720-8218	(513) 527-3104
DALTON	TIRE DISCOUNTERS INC.	813 S THORNTON AVE	GA	30720-7868	(513) 527-3104

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

DARIEN	DORSEY TIRE COMPANY	13109 GA HIGHWAY 251	GA	31305-3646	(912) 437-2390
DECATUR	AVONDALE TIRE & SERVICE INC	3589 MEMORIAL DR	GA	30032-2712	(404) 284-8835
DECATUR	DECATUR TIRE & SERVICE	307 CLAIREMONT AVE	GA	30030-2507	(770)-513-1221
DECATUR	FIRESTONE COMPLETE AUTO CARE	2847 CANDLER RD	GA	30034-1412	(404)241-5600
DECATUR	TIRES PLUS TOTAL CAR CARE	577 DEKALB INDUSTRIAL WAY	GA	30030-1704	(404)296-8901
DORAVILLE	ATLANTA COMMERCIAL TIRE	6590-A BUTTON GWINNETT	GA	30340-1596	(770) 825-8050
DOUGLAS	JMC TIRE	2680 HIGHWAY 32 W	GA	31533-9028	(912) 384-4940
DOUGLASVILLE	FIRESTONE COMPLETE AUTO CARE	6341 ARBOR PLACE BLVD	GA	30135-7116	(678)715-9622
DOUGLASVILLE	TIRES PLUS TOTAL CAR CARE	6081 FAIRBURN RD	GA	30134-2371	(770)920-8296
DUBLIN	DORSEY TIRE CO INC	1315 TELFAIR ST	GA	31021-3903	(478) 272-2151
DUBLIN	DUNCAN TIRE COMPANY	301 TELFAIR ST	GA	31021-5140	(478) 272-5404
DULUTH	FIRESTONE COMPLETE AUTO CARE	3525 PEACHTREE INDUSTRIAL BLVD	GA	30096-4819	(770)623-8028
DULUTH	FIRESTONE COMPLETE AUTO CARE	2140 PLEASANT HILL RD	GA	30096-4630	(770)476-9066
DULUTH	RICK HENDRICK BUICK GMC	3244 COMMERCE AVENUE	GA	30096-4711	(770) 497-5933
DULUTH	RICK HENDRICK CHEVROLET	3277 SATELLITE BLVD	GA	30096-9094	(404) 403-3563
DULUTH	TIRES PLUS TOTAL CAR CARE	2709 BUFORD HWY	GA	30096-2833	(678)474-0558
DULUTH	TIRES PLUS TOTAL CAR CARE	3755 SATELLITE BLVD	GA	30096-5057	(678)475-9987
EAST DUBLIN	TANNER'S SERVICE CENTER	746 CENTRAL DR	GA	31027-7580	(478) 272-6352
ELBERTON	GRANITE CITY TIRE & WHEEL	918 ELBERT ST	GA	30635-2635	(706) 522-2180
ELLENWOOD	AMERICAN TIRE DISTRIBUTORS INC	3075 SOUTHPARK BLVD	GA	30294-6101	(404)366-2120
ELLENWOOD	TREADMAXX TIRE	2832 ANVIL BLOCK RD	GA	30294-2301	(404) 762-4944
EVANS	TIRES PLUS TOTAL CAR CARE	4359 WASHINGTON RD	GA	30809-3939	(706)210-8010
FITZGERALD	FITZGERALD CHRYSLER DODGE JEEP RAM	187 BENJAMIN H HILL DR W	GA	31750-8606	(229) 423-5720
FLOWERY BRANCH	FIRESTONE COMPLETE AUTO CARE	3466 WINDER HWY	GA	30542-3007	(423) 214-3388
FOREST PARK	ATLANTA COMMERCIAL TIRE	5067 KENNEDY RD	GA	30297-2017	(404)351-8016
FOREST PARK	FIRESTONE COMPLETE AUTO CARE	4916 JONESBORO RD	GA	30297-3550	(404)366-7397
FORT BENNING	FIRESTONE COMPLETE AUTO CARE	BLDG 9233 MARNE RD	GA	31995-3899	(706)687-6520
FORT GORDON	FIRESTONE COMPLETE AUTO CARE	31300 3RD AVE	GA	30905-0000	(706) 798-3105
FORT OGLETHORPE	TIRE DISCOUNTERS, INC	2925 BATTLEFIELD PKWY	GA	30742-4043	(706) 956-2854
GAINESVILLE	ATLANTA COMMERCIAL TIRE	1511 ATLANTA HWY	GA	30504-5910	(770) 536-4420
GAINESVILLE	HARRISON TIRE SERVICE	124 W ACADEMY ST SW	GA	30501-3559	(770) 536-2361
GAINESVILLE	KESLER TIRE & ALIGNMENT	1520 ATLANTA HWY	GA	30504-5925	(770) 536-4493
GAINESVILLE	NORTH HALL TIRE & WHEEL	2816 CLEVELAND HWY	GA	30506-1914	(770) 297-5308
GAINESVILLE	SOUTHERN TIRE MART	1400 CANDLER RD	GA	30507-8421	(678) 989-0924
GARDEN CITY	BOULEVARD TIRE CENTER	2841 W HIGHWAY 80	GA	31408-2928	(912) 965-9207
GRIFFIN	CRONIC CHEVROLET BUICK GMC	2676 N EXPRESSWAY	GA	30223-7201	(770) 228-1326
HEPHZIBAH	TIRES PLUS TOTAL CAR CARE	2601 TOBACCO RD	GA	30815-7001	(706)790-0977
HIRAM	FIRESTONE COMPLETE AUTO CARE	5657 WENDY BAGWELL PWKY	GA	30141-7806	(678)384-1393
JASPER	ROLAND TIRE INC	820 S MAIN ST	GA	30143-2104	(706)692-5900

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

JONESBORO	TIRES PLUS TOTAL CAR CARE	7861 TARA BLVD	GA	30236-2203	(770)471-1670
KENNESAW	AMERICAN TIRE DISTRIBUTORS INC	2155 BARRETT PARK DR STE 215	GA	30144-3631	(706)235-9090
KENNESAW	FIRESTONE COMPLETE AUTO CARE	2720 TOWN CENTER DR NW	GA	30144-4938	(770)424-1086
KENNESAW	TIRE HUB 209	1325 CHASTAIN RD NW	GA	30144-7433	(770) 236-0002
KENNESAW	TIRES PLUS TOTAL CAR CARE	1550 HICKORY GROVE RD	GA	30144-1231	(678)290-8709
LAGRANGE	FIRESTONE COMPLETE AUTO CARE	165 COMMERCE AVE	GA	30241-2337	(706)882-0002
LAGRANGE	SOUTHERN TIRE MART	2583 UPPER BIG SPRINGS RD	GA	30241-9713	(706) 812-1618
LAWRENCEVILLE	FIRESTONE COMPLETE AUTO CARE	929 BUFORD DR	GA	30043-6756	(770)822-5577
LAWRENCEVILLE	NASH CHEVROLET	630 SCENIC HWY	GA	30046-6363	(770) 963-9266
LAWRENCEVILLE	TIRES PLUS TOTAL CAR CARE	1355 RIVERSIDE PKWY	GA	30043-5935	(770)277-1440
LILBURN	FIRESTONE COMPLETE AUTO CARE	4309 LAWRENCEVILLE HWY NW	GA	30047-3429	(770)925-7777
LILBURN	TIRES PLUS TOTAL CAR CARE	4964 STONE MOUNTAIN HWY	GA	30047-5730	(678)344-2579
LITHIA SPRINGS	TIRES PLUS TOTAL CAR CARE	662 THORNTON RD	GA	30122-1518	(770)819-8061
LITHONIA	TIRES PLUS TOTAL CAR CARE	5289 MINOLA DR	GA	30038-2310	(678)418-0198
LITHONIA	TIRES PLUS TOTAL CAR CARE	8055 MALL PKWY	GA	30038-2543	(678)526-0338
LOGANVILLE	TIRES PLUS TOTAL CAR CARE	4329 ATLANTA HWY	GA	30052-3288	(770)554-9112
MACON	FIRESTONE COMPLETE AUTO CARE	3659 EISENHOWER PKWY	GA	31206-3605	(478)474-3106
MACON	FIRESTONE COMPLETE AUTO CARE	2754 RIVERSIDE DR	GA	31204-1458	(478)745-2239
MACON	MACON COMMERCIAL TIRE	2790 BROADWAY	GA	31206-1210	(478)743-0002
MACON	TIRES PLUS TOTAL CAR CARE	5560 THOMASTON RD	GA	31220-8118	(478)405-0052
MACON	TIRES PLUS TOTAL CAR CARE	4517 FORSYTH RD	GA	31210-4527	(478)477-2628
MADISON	COUNTRYSIDE CHRYSLER DODGE JEEP RA	1860 EATONTON RD	GA	30650-4667	(706) 991-1900
MARIETTA	ATLANTA COMMERCIAL TIRE	991 INDUSTRIAL PARK DR	GA	30062-2434	(678) 766-8473
MARIETTA	BP CARCARE-TIRE PROS	557 JOHNSON FERRY RD	GA	30068-4626	(770) 973-1643
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2034 S COBB DR	GA	30060-4952	(770)436-5177
MARIETTA	FIRESTONE COMPLETE AUTO CARE	1100 POWDER SPRINGS ST SW	GA	30064-3938	(770)423-9101
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2922 CANTON RD	GA	30066-3877	(770)427-9488
MARIETTA	FIRESTONE COMPLETE AUTO CARE	2075 ROSWELL RD	GA	30062-3812	(770)565-8920
MARIETTA	FIRESTONE COMPLETE AUTO CARE	4219 ROSWELL RD	GA	30062-6428	(770)971-5782
MARIETTA	JACK'S TIRE AUTO SERVICE	1601 CANTON RD	GA	30066-6301	(770) 428-6375
MARIETTA	TIRES PLUS TOTAL CAR CARE	3525 SANDY PLAINS RD	GA	30066-3017	(770)509-5758
MARIETTA	TIRES PLUS TOTAL CAR CARE	665 JOHNSON FERRY RD	GA	30068-4628	(770)977-7736
MARTINEZ	TIRES PLUS TOTAL CAR CARE	3849 WASHINGTON RD	GA	30907-2371	(706)860-6303
MARTINEZ	TRUCK'S & MOORE	245 BOBBY JONES EXPY	GA	30907-3404	(706) 868-0008
MC RAE	JASONS FAST LUBE	2 HUNTER AVE	GA	31055-3827	(229) 868-5344
MCDONOUGH	BELLAMY STRICKLAND	145 INDUSTRIAL BLVD	GA	30253-6602	(770) 954-3000
MCDONOUGH	GTS MOBILE TIRE SHOP	277 GRAYSON TRL	GA	30253-7795	(470) 332-7244
MILLEDGEVILLE	PITTMAN AUTOMOTIVE	103 LAKE DR	GA	31061-3140	(478) 452-1812
MOODY AFB	FIRESTONE COMPLETE AUTO CARE	7277 ROBBINS RD BLDG 554	GA	31699-1720	(229) 244-8620

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

MORROW	FIRESTONE COMPLETE AUTO CARE	1031 MOUNT ZION RD	GA	30260-2227	(770)968-1020
MOULTRIE	MOULTRIE TIRE & RECAPPING	900 N MAIN ST	GA	31768-3358	(229) 985-5619
NEWNAN	SOUTHTOWNE CHEVROLET	695 BULLSBORO DR	GA	30265-1008	(770) 253-3131
NEWNAN	TIRES PLUS TOTAL CAR CARE	510 BULLSBORO DR	GA	30265-1043	(770)304-2031
NEWNAN	WESTSIDE TIRE & ALIGNMENT	115 FRANKLIN RD	GA	30263-1373	(770) 253-2897
NORCROSS	FIRESTONE COMPLETE AUTO CARE	7780 SPALDING DR	GA	30092-4207	(770)449-5373
NORCROSS	TIREHUB LLC	5075 BUFORD HIGHWAY STE 150	GA	30071-2778	(770) 446-7601
NORCROSS	TIRES PLUS TOTAL CAR CARE	6040 SINGLETON RD	GA	30093-1911	(678)421-0618
OAKWOOD	JIM WHITEHEAD TIRE SERVICE	4402 MCBRAYER RD	GA	30566-3510	(706) 693-4202
PEACHTREE CITY	TIRES PLUS TOTAL CAR CARE	2765 HIGHWAY 54	GA	30269-1063	(770)486-8484
PEACHTREE CORNERS	SOUTHERN TIRE MART	6655 CORNERS INDUSTRIAL CT	GA	30092-3604	(770) 962-4882
PERRY	DON OLSON TIRE	619 COURTNEY HODGES BLVD	GA	31069-3271	(478)987-6323
POOLER	DORSEY TIRE CO INC	1476 HIGHWAY 80 E	GA	31322-8904	(912)964-6798
POOLER	FIRESTONE COMPLETE AUTO CARE	POOLER PKWY NEAR PIPEMAKERS CIRCLE	GA	31322-0000	
POWDER SPRINGS	TIRES PLUS TOTAL CAR CARE	1066 RICHARD D SAILORS PKWY	GA	30127-5221	(678)567-0894
RIVERDALE	FIRESTONE COMPLETE AUTO CARE	608 VALLEY HILL RD SW	GA	30274-2446	(770)997-6325
RIVERDALE	RIVERDALE TIRE & ALIGNMENT	6461 HIGHWAY 85	GA	30274-2038	(770)997-7893
ROBINS AIR FORCE BASE	FIRESTONE COMPLETE AUTO CARE	977 MACON ST	GA	31098-2441	(478) 352-0983
ROSSVILLE	MCGRIFF TIRE COMPANY	105 MAPLE ST STE J	GA	30741-1287	(706) 841-4259
ROSWELL	CARL BLACK BUICK GMC	11225 ALPHARETTA HWY	GA	30076-1439	(770) 475-9500
ROSWELL	FIRESTONE COMPLETE AUTO CARE	4676 SANDY PLAINS RD	GA	30075-1943	(770)552-1350
ROSWELL	TIRES PLUS TOTAL CAR CARE	765 HOLCOMB BRIDGE RD	GA	30076-1617	(770)998-1234
ROYSTON	TRI COUNTY CHEVROLET	795 FRANKLIN SPRINGS ST	GA	30662-3930	(706) 245-7288
SAVANNAH	AMERICAN TIRE DISTRIBUTORS INC	1402 MILLS B LANE BLVD	GA	31405-2952	(912)234-9858
SAVANNAH	FIRESTONE COMPLETE AUTO CARE	11508 ABERCORN ST	GA	31419-1902	(912) 354-1346
SAVANNAH	FIRESTONE COMPLETE AUTO CARE	2901 SKIDAWAY RD	GA	31404-4413	(912)356-1363
SAVANNAH	SOS RADIAL TIRE	115 KICKLIGHTER WAY	GA	31408-3237	(912) 964-5511
SAVANNAH	VADEN CHEVROLET SAVANNAH	1010 LYNES AVENUE	GA	31415-1637	(912) 925-9393
SMYRNA	TIRES PLUS TOTAL CAR CARE	3520 ATLANTA RD SE	GA	30080-5930	(770)432-3384
SNELLVILLE	FIRESTONE COMPLETE AUTO CARE	2780 W MAIN ST	GA	30078-5708	(770)979-2595
ST MARYS	TIRES PLUS TOTAL CAR CARE	4681 GA HIGHWAY 40 E	GA	31558-4092	(912)882-9334
STATESBORO	NEVIL TIRE SERVICE	2900 NORTHSIDE DR W	GA	30458-2162	(912) 764-3322
STATESBORO	STATESBORO TIRE & BRAKE	102 N ZETTEROWER AVE	GA	30458-7116	(912) 489-2222
STATESBORO	TOTAL TIRE & AUTO CARE STATESBORO, GA	2703 NORTHSIDE DR W	GA	30458-2158	(912) 259-9300
STOCKBRIDGE	TIRES PLUS TOTAL CAR CARE	3501 MOUNT ZION RD	GA	30281-6838	(678)565-0969
STONE MOUNTAIN	FIRESTONE COMPLETE AUTO CARE	5034 MEMORIAL DR	GA	30083-3109	(404)292-4418
STONE MOUNTAIN	TIRES PLUS TOTAL CAR CARE	5900 MEMORIAL DR	GA	30083-3430	(404)508-2408
STONECREST	COURTESY CHRYSLER DODGE JEEP RAM	8455 MALL PKWY	GA	30038-6914	(678) 374-2625
SUWANEE	MORGAN TIRE & AUTO # 7092	4070 JOHNS CREEK PKWY	GA	30024-1254	(770)622-1444

GEORGIA - BRIDGESTONE AUTHORIZED DEALERS (updated 8.6.24)

SUWANEE	NEXTIRE SUWANEE	2115 LAWRENCEVILLE SUWANEE RD	GA	30024-2620	(770) 513-1221
SWAINSBORO	TERWILLIGER'S AUTO SERVICE	419 S MAIN ST	GA	30401-3616	(919)237-5158
TEMPLE	IVEY CAR CARE/CHARLES A IVEY	300 CENTER POINT RD	GA	30179-4653	(770) 562-4450
THOMSON	JIM WHITEHEADS BEST ONE TIRE & SER	407 E HILL ST	GA	30824-2921	(706) 595-4291
TIFTON	GRIMES AUTO SERVICE	305 SOUTH RIDGE AVE	GA	31793-4735	(229) 382-1501
TUCKER	AMERICAN TIRE DISTRIBUTORS INC	5025 N ROYAL ATLANTA DR	GA	30084-3001	(770)414-9924
TUCKER	FIRESTONE COMPLETE AUTO CARE	2066 NORTHLAKE PKWY	GA	30084-7059	(770)491-9033
UNION CITY	FIRESTONE COMPLETE AUTO CARE	4599 JONESBORO RD	GA	30291-2005	(770)969-9168
UNION CITY	NALLEY CHEVY	4200 JONESBORO RD	GA	30291-2266	(770) 969-1001
VALDOSTA	FIRESTONE COMPLETE AUTO CARE	3244 INNER PERIMETER RD	GA	31602-1017	(229)247-1471
VALDOSTA	FUSSELL TIRE & SERVICE	1775 WESTSIDE WAY	GA	31601-3699	(229) 259-0034
VALDOSTA	NE-RO TIRE & BRAKE SERVICE	2311 S PATTERSON ST	GA	31601-6713	(229) 244-8353
VALDOSTA	SMITH TIRE CO INC	800 N PATTERSON ST	GA	31601-4529	(912)242-4830
VIDALIA	GEORGIA TIRE COMPANY	209 SMITH ST	GA	30474-4226	(912) 537-2256
VIDALIA	MOSLEY TIRE	606 W 1ST ST	GA	30474-3312	(912) 537-3057
VIDALIA	WOODY FOLSOM CDJR OF VIDALIA	2101 EAST 1ST STREET	GA	30474-8828	(912) 537-8278
WARNER ROBINS	FIRESTONE COMPLETE AUTO CARE	1535 WATSON BLVD	GA	31093-3449	(478)923-2601
WARNER ROBINS	TIRES PLUS TOTAL CAR CARE	1207 RUSSELL PKWY	GA	31088-5538	(478)328-6072
WASHINGTON	ANDREWS QUICK LUBE & TIRE	2205 LINCOLNTON RD	GA	30673-2944	(706) 678-3994
WATKINSVILLE	TIRES PLUS TOTAL CAR CARE	1980 EXPERIMENT STATION RD	GA	30677-5306	(706)769-9393
WAYCROSS	ALL SEASON AUTOMOTIVE REPAIR	3050 BRUNSWICK HWY	GA	31503-6542	(912) 284-0006
WAYCROSS	BOULEVARD TIRE CENTER	3710 MEMORIAL DR	GA	31503-0933	(912) 285-9610
WAYNESBORO	CATES SALES & SERVICE	508 W 6TH ST	GA	30830-1468	(706) 554-2503
WOODSTOCK	FIRESTONE COMPLETE AUTO CARE	9421 HIGHWAY 92	GA	30188-6407	(770)926-0816
WOODSTOCK	MORGAN TIRE & AUTO	9695 MAIN ST	GA	30188-3915	(770)516-9661

FULTON COUNTY

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency Department Of Real Estate & Asset Management

Department/Agency Contact Information: Joesph N. Davis, Director, (404) 612-3772

Cooperative Contract Number and Title: SWC#99999-001-SPD0000203-0001 & 0003, New Tires and Retread Tires

Estimated Spending Request: 50,000.00

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

_____ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity:**	__X___ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase. This contract provides the top of the line manufactures of tires and tubes at an affordable cost due to volume pricing. The list includes: Goodyear Tire and Rubber Company, Inc. is the third largest tire company in the world; and Bridgestone Americas Tire Operations, LLC is the second largest tire company in the world; both the tire divisions develop and manufactures innovative products for trucks, buses, industrial vehicles, cars, light trucks, and vans, as well as motorcycles and bicycles. In addition, this contract establishes a comprehensive supply base that can deliver New Tires and Retread Tires to meet the operational needs of a broad demographic of state and local government users who require quality products/service, timely and effective delivery, and high levels of customer care during and after the sale.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:

a. Leveraging benefits of volume purchasing. Competitively priced Core Products.
b. Volume discounts. Competitive discounts off list price for all products.
c. Service delivery requirement advantages.
d. Dedicated contract management team who will manage the daily operations.
e. Available ordering methods include Phone, Fax, Dealer location
f. Manufacturer and Dealer accepts P-Card.
g. Brand variety offered/awarded in each new tire category.

3. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
4. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

__X___ meets the requirements _____ does not meet the requirements

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

(CAPA/APA) Purchasing Agent Mark Hawks Date 6/24/26
Chief Purchasing Agent _____ Date_____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0399 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval of lowest responsible bidder - Department of Real Estate and Asset Management, 26ITB1611210C-JNJ, Standby Fencing Installation and Repair in the amount of $200,000.00 with Osborne & Witt, Inc., dba Allied Fence Company, Inc. (Mableton, GA), to provide standby fencing installation and repair on an “as needed” basis for Fulton County. Effective January 1, 2027, through December 31, 2027, with two renewal options.

Requirement for Board Action
In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is to provide standby fencing installation and repair on an “as needed” basis for Fulton County for FY2027.

Scope of Work: The contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide standby installation of new fencing and replacement of existing fencing on an “as needed” basis for Fulton County facilities. The fencing types include chain link, ornamental iron, and steel fencing.

Community Impact: This contract ensures the security of County properties.

Department Recommendation: The Department of Real Estate and Asset Management (DREAM) recommends award of this contract to the lowest responsible bidder to provide standby installation of new and replacement fencing for all Fulton County facilities on an “as needed” basis for fiscal year 2027.

Procedure for Basis of Award:
The recommendation for the award is based on bidders’ total cost per Sections (Section A: Chain Link (galvanized & vinyl coated) Fence and Section B: Ornamental Iron and Steel Fence). That total Contractor cost includes the cost for an estimated number of annual projects (both new installations and repairs) for both Section A and Section B. Those costs per project type were broken down by Contractor’s hourly rate, number of required hours, and total material cost.

The County received and evaluated four (4) bid responses to the solicitation. Osborne & Witt, Inc. dba Allied Fence Company, Inc. submitted the lowest responsible and responsive bid in the amount of $92,946.20; Hawk Fences LLC submitted the second lowest responsible and responsive bid in the amount of $97,415.00; Levonne Industries LLC submitted the third lowest responsible and responsive bid in the amount of $158,225.00 and ZBS & Associates, LLC submitted the fourth lowest responsible and responsive bid in the amount of $282,100.00.

After careful review, DREAM recommends Osborne & Witt, Inc., dba Allied Fence Company, Inc., the lowest responsible and responsive bidder, to provide on-site standby fencing installation and repair services Countywide. Allied Fence holds the current contract with Fulton County and has performed very well and highly competently as a fencing contractor, as stated in its performance report.

This is a time and materials contract, and the requested spending authority in the total amount of $200,000 covers the cost for materials and labor hours for the replacement and maintenance repairs for installation of galvanized chain link fencing for FY2027. This is also a Standby Contract that is dependent on the availability of resources as part of DREAM and end-user/departmental operating/capital funding as adopted for FY2027.

Project Implications: This contract requires specialty tools, equipment, training, and skills. This contract is for fencing repair and installation to be performed in a timely or cost-effective manner to secure and prevent vandalism of County facilities and assets such as generators and HVAC systems at County facilities.

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

Department Issues/Concerns: If this new contract is not approved, the County cannot provide standby fencing installation and repair to secure Fulton County facilities for FY2027.

Contract Modification: This is a new procurement.

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

Contract Value: **$200,000.00**
Prime Vendor: **Allied Fence**
Prime Status: **Non-Minority**
Location: **Mableton, GA**
County: **Cobb County**
Prime Value: **$200,000.00 or 100.00%**

Total Contract Value: **$200,000.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Bid Tabulation Sheet
Exhibit 2: Performance Evaluation
Exhibit 3: Department Recommendation Memo

Contact Information

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$200,000.00
TOTAL:	$200,000.00

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-TBD: Capital, Real Estate and Asset Management, To-Be Determine -$200,000.00

This is a Standby Contract that is dependent on the availability of resources provided as part of DREAM and end-user/departmental operating/capital funding as identified" adopted for FY2027.

Key Contract Terms	
Start Date: 1/1/2027	**End Date:** 12/31/2027
Cost Adjustment: N/A	**Renewal/Extension Terms**: 2 renewal options

Overall Contractor Performance Rating: 88

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2026**

Report Period End: **3/31/2026**

BID TABULATION SHEET

BID NUMBER/ADDITB1510150C-JKJ | OPENING DATE: 8/16/2026

BID DESCRIPTION: Standby Fencing Installation and Repair

REQUESTING DEPARTMENT: Department of Real Estate and Asset Management

	VENDOR CODE	VENDOR CODE	VENDOR CODE	VENDOR CODE
	V00000045878	N/A	V00000078176	V00000071758
	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME
	Dolarosa & Wild, Inc. dba Allied Fence Company	Hawk Fences, LLC	Lescorne Industries, LLC	1200 & Associates, LLC
	ADDRESS	ADDRESS	ADDRESS	ADDRESS
	400 Sidwell Memorial Hwy Bellbrook, SC 30125	4000 Bass Roughdale Blvd Ste B Norcross, GA 30093	1660 Cedar Glen Way Atlanta, GA 30318	2170 Parker Road, Suite 210 Building 2 Hampton, Georgia 30228
	TELEPHONE	TELEPHONE	TELEPHONE	TELEPHONE
	770-943-1957	469.334.3348	404.781.0500	469.334.6543
	CONTACT	CONTACT	CONTACT	CONTACT
	Dave McGuire, Project Manager	Paolo Montenegro, Director	Sierra Red, Project Director	Max Carver

SECTION 1: CHAIN LINK FENCE

A) Galvanized Chain Link Fence – New	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Estimated annual number of similar projects	3	$ 5,700.00	$ 17,100.00	$ 7,125.00	$ 21,375.00	$ 15,500.00	$ 46,500.00	$ 11,500.00	$ 34,500.00
B) Hourly Rate per project	1	$ 165.00	$ 165.00	$ 90.00	$ 90.00	$ 110.00	$ 110.00	$ 130.00	
C) Number of Hours required per project		3	3	1	1	1	1		
D) Total Material Cost per project	1	$ 5,850.00	$ 5,850.00	$ 2,625.00	$ 2,625.00	$ 7,500.00	$ 7,500.00	$ 11,500.00	
E) Galvanized Chain Link Fence Gate	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	2	$ 787.00	$ 1,574.00	$ 1,600.00	$ 3,200.00	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00
B) Hourly Rate per project	1	$ 165.00	$ 165.00	$ 90.00	$ 90.00	$ 110.00	$ 110.00	$ 130.00	
C) Number of Hours required per project		3	3	1	1	1	1		
D) Total Material Cost per project	1	$ 250.00	$ 250.00	$ 125.00	$ 125.00	$ 300.00	$ 300.00	$ 250.00	
F) Galvanized Chain Link Fencing – Repair	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Estimated annual number of similar projects	9	$ 453.00	$ 1,359.00	$ 1,737.00	$ 5,211.00	$ 850.00	$ 2,550.00	$ 450.00	$ 1,350.00
B) Hourly Rate per project	1	$ 165.00	$ 165.00	$ 90.00	$ 90.00	$ 110.00	$ 110.00		
C) Number of Hours required per project		3	3	1	1	1	1		
D) Total Material Cost per project	1	$ 414.00	$ 414.00	$ 450.00	$ 450.00	$ 210.00	$ 210.00		
G) Vinyl Coated Chain Link Fence – New	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	5	$ 2,023.71	$ 10,118.55	$ 2,790.00	$ 13,950.00	$ 7,900.00	$ 39,500.00	$ 5,700.00	$ 28,500.00
B) Hourly Rate per project	1	$ 165.00	$ 165.00	$ 90.00	$ 90.00	$ 110.00	$ 110.00		
C) Number of Hours required per project		3	3	1	1	1	1		
D) Total Material Cost per project	1	$ 1,649.71	$ 1,649.71	$ 1,410.00	$ 1,410.00	$ 4,150.00	$ 4,150.00		
H) Vinyl Coated Chain Link Fence and Gate Repair	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	2	$ 4,114.86	$ 8,229.72	$ 4,600.00	$ 9,200.00	$ 4,500.00	$ 9,000.00	$ 4,600.00	$ 9,200.00
B) Hourly Rate per project	1	$ 165.00	$ 165.00	$ 90.00	$ 90.00	$ 110.00	$ 110.00		
C) Number of Hours required per project		3	3	1	1	1	1		
D) Total Material Cost per project	1	$ 1,824.00	$ 1,824.00	$ 1,500.00	$ 1,500.00	$ 5,600.00	$ 5,600.00		
I) Vinyl Coated Chain Link Fence Repair	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	1	$ 761.00	$ 761.00	$ 1,600.00	$ 1,600.00	$ 8,975.00	$ 8,975.00	$ 1,140.00	$ 1,140.00
B) Hourly Rate per project	1	$ 165.00	$ 165.00	$ 90.00	$ 90.00	$ 110.00	$ 110.00		
C) Number of Hours required per project		3	3	1	1	1	1		
D) Total Material Cost per project	1	$ 311.87	$ 311.87	$ 285.00	$ 285.00	$ 1,350.00	$ 1,350.00		
Total Cost for Section A Chain Link Fence Items (E thru I)		$ 33,613.25		$ 63,419.00		$ 46,425.00		$ 104,940.00	

SECTION 2: ORNAMENTAL IRON / SEMI-PRIVACY FENCE

A) Ornamental Iron Fence – New	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	1	$ 16,843.01	$ 16,843.01	$ 17,500.00	$ 17,500.00	$ 26,250.00	$ 26,250.00	$ 30,250.00	$ 30,250.00
B) Hourly Rate per project	1	$ 220.00	$ 220.00	$ 90.00	$ 90.00	$ 150.00	$ 150.00	$ 120.00	
C) Number of Hours required per project		1	1	1	1	1	1		
D) Total Material Cost per project	1	$ 8,800.00	$ 8,800.00	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 17,500.00	$ 27,000.00	
B) Ornamental Iron Fence Repair	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	3	$ 1,697.33	$ 5,092.00	$ 2,500.00	$ 7,500.00	$ 3,500.00	$ 10,500.00	$ 2,500.00	$ 7,500.00
B) Hourly Rate per project	1	$ 220.00	$ 220.00	$ 90.00	$ 90.00	$ 150.00	$ 150.00	$ 120.00	
C) Number of Hours required per project		1	1	1	1	1	1		
D) Total Material Cost per project	1	$ 887.00	$ 887.00	$ 600.00	$ 600.00	$ 1,800.00	$ 1,800.00		
C) Ornamental Iron Fence / Installation	**QTY**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**	**UNIT PRICE**	**TOTAL**
Estimated annual number of similar projects	1	$ 40,000.00	$ 40,000.00	$ 31,000.00	$ 31,000.00	$ 32,000.00	$ 32,000.00	$ 30,000.00	$ 30,000.00
B) Hourly Rate per project	1	$ 220.00	$ 220.00	$ 90.00	$ 90.00	$ 150.00	$ 150.00		
C) Number of Hours required per project		1	1	1	1	1	1		
D) Total Material Cost per project	1	$	$	$ 14,500.00	$ 14,500.00	$ 15,500.00	$ 15,500.00		
Total Cost for Section B Ornamental Iron Fence Items (F thru H)			$ 63,119.01		$ 88,690.00		$ 88,400.00		$ 177,250.00
Total for Sections A & B (subtotal)			$ 63,540.00		$ 87,419.00		$ 188,224.00		$ 282,190.00
									Verbena Bottled Pricing Data
GRAND TOTAL AMOUNT									

Bid Bond Y/N		SECRETARY PURCHASING AGENCY: (signature complete)	
Bond Amount	0	BID INDEX #	CHIEF ASSISTANT:

Performance Evaluation Details

ID	E3
Project	Standby Fencing Installation and Repair
Project Number	23ITB138304C-JNJ
Supplier	Osborne & Witt Inc. d/b/a Allied Fence Co.
Supplier Project Contact	Todd Edlin (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	04/01/2025 to 06/30/2025
Effective Date	08/08/2025
Evaluation Type	Formal
Interview Date	08/08/2025
Expectations Meeting Date	08/08/2025
Status	Completed
Publication Date	08/08/2025 11:42 AM EDT
Completion Date	08/08/2025 11:42 AM EDT
Evaluation Score	88

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

Evaluation Score Range

Outstanding = 90-100%

Excellent = 80-89%

Satisfactory = 70-79%

Needs Improvement = 50-69%

Unsatisfactory = -50%

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments Quality of products are excellent; meets specification contract requirements with no substitutions. Service is effective and efficient.

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments Excellent timelines in getting projects complete. No delays; Effective and Efficient on delivery requirements.

BUSINESS RELATIONS **20/20**

Rating

Outstanding: The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Comments Outstanding business relations; always available. Promptly Responds to changes or inquiries. Call backs/emails to requests occur in a timely manner. Good administration of proposals and invoices. Very rare, if any mistakes.

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments User are satisfied with both timeliness and products that always meet contract specs. Good communication with specific issues with Fulton County. Always responsive and professional.

COST CONTROL **17/20**

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments Costs meet industry standards and always meets contract pricing. Resolves issues in a timely manner. Complies with invoice submissions in a timely manner.

GENERAL COMMENTS

Comments Efficient and Effective. Always available. Timeliness in completing projects.

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM

DATE: June 4, 2026

SUBJECT: Recommendation Award – ITB #26ITB1611210C-JNJ Standby Fencing Installation and Repair -FY2027

Recommendation: We are recommending approval of the lowest bidder for Standby Fencing Installation and Repair in the amount of $200,000, with Osborne & Witt, Inc. dba Allied Fence Company, Inc. (Mableton, GA) to provide standby fencing installation and repair services for Fulton County. Effective dates: January 1, 2027 through December 31, 2027, with two renewal options.

DISCUSSION: The recommendation for the award to provide standby fencing installation and repair for Fulton County facilities is based on the bidders' prices per Sections. **Section A**: Chain Link (galvanized & vinyl coated) Fence and **Section B**: Ornamental Iron and Steel Fence; which includes the Contractor's calculation from a given estimated annual project number for new installation and repair cost, per hourly rate, number of laborers, number of required hours, and total materials cost for each similar project to determine the lowest responsible bidder.

The County received and evaluated four (4) bids responses to the solicitation. Osborne & Witt, Inc. dba Allied Fence Company, Inc. submitted the lowest responsible and responsive bid in the amount of $92,946.20; Hawk Fences LLC submitted the second lowest responsible and responsive bid in the amount of $97,415.00; Levonne Industries LLC submitted the third lowest responsible and responsive bid in the amount of $158,225.00 and ZBS and Associates submitted the fourth lowest responsible and responsive bid in the amount of $282,100.00.

After careful review we recommend Osborne & Witt, Inc. dba Allied Fence Company, Inc. the lowest responsible and responsive bidder to provide on-site standby fencing installation and repair services countywide. Allied Fence has the current contract with Fulton County and has performed very good and highly competent as a fencing contractor for Fulton County as stated in their performance report.

Recommended Bidder	Base Bid Amount	Award Authority
Osborne & Witt, Inc. dba Allied Fence Company, Inc.	**$92,946.20**	$200,000.00

This is a time and material contract. The requested spending authority covers the cost for materials and labor hours for the replacement and maintenance repairs for installation of galvanized chain link fencing.

Funding for this recommendation is subject to availability of funds adopted for FY2027 by BOC for account # 100-520-5211-1160.

Authorized Signature: ___ _____ Date: __6-4-26____

(By Director/Deputy Director)

If you require additional information, contact Khandi Flowers at (404) 612-7944.

Cc. Tim Dimond, Deputy Director, DREAM
Sam Bakare, Construction Manager, DREAM
Mark Moore, Landscape Architect 1, DREAM
Mark Hawks, CAPA, Team C, Purchasing & Contract Compliance
Jakeiah Johnson APA, C Team, Purchasing & Contract Compliance
Harry Jordan, Contract Management Administrator, Purchasing/DREAM
Romel Jackson, Contracting Officer, Purchasing/DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0400 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, Omnia Partners Contract #11-78 with Anthro International Incorporated, dba Sitmatic (Fullerton, CA), in an amount not to exceed $555,776.55 for the purchase, delivery, assembly, and installation of new seating in the Superior Court Juror Assembly Room. This is a one-time project, effective upon issuance of a notice to proceed and for an estimated 120 calendar days or until project completion, as determined by Fulton County.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The current Jury Assembly Room (located in the Justice Center Tower, 185 Central Avenue SW, Suite #T-7000, Atlanta, GA 30303) is a highly utilized area in which potential jurors must assemble while awaiting potential selection for trials. The seating in this room was first installed in 2018 and, due to the high daily volume of jurors, has become both structurally and aesthetically worn. This request is needed to replace the damaged and worn Jury Assembly Room seating and includes removal of the existing seating.

The request includes a 10% owner-controlled contingency as part of the total furniture and equipment cost per the Cooperative Contractor's proposal to cover any unforeseen or additional expenditures that may arise during the installation phase of this project.

Community Impact: The community impact will be to minimize inconvenience and improve overall safety and comfort of County jurors.

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

Project Implications: The new replacement seating will provide safe accommodations in support of the Fulton County Superior and State Courts juror operations.

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

Department Issues/Concerns: Completion of the purchase and installation of the new replacement Superior and State Courts juror operations seating will provide safe accommodations for the public, other agencies, and Fulton County employees required to utilize the area.

Contract Modification No, this is a new procurement.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: Cooperative Contract
Exhibit 2: Cost Proposal
Exhibit 3: Cooperative Purchasing Justification Form
Exhibit 4: Performance Evaluation

Contact Information

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

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$555,776.55
TOTAL:	$555,776.55

Grant Information Summary

Amount Requested:	Click here to enter text.	☐	Cash
Match Required:	Click here to enter text.	☐	In-Kind
Start Date:	Click here to enter text.	☐	Approval to Award
End Date:	Click here to enter text.	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-F077-EQUIP-500EQM, 2026 Capital Budget - $555,776.55

Key Contract Terms	
Start Date: Upon issuance of NTP	**End Date:** Estimated 120 calendar days or project completion as determined by th County
Cost Adjustment: N/A	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start: **N/A**

Report Period End: **N/A**

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Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

November 19, 2025

Mary Houston
Vice President – National Sales Manager
Anthro International Incorporated DBA Sitmatic
1800 Raymer Avenue
Fullerton, CA 92833
Sent via email to: mary@sitmatic.com

Re: Renewal of Region 14 ESC contract #11-78, Instructional and Educational Resources

Dear Ms. Houston:

Region 14 Education Service Center is pleased to announce that it is renewing contract #11-78, Instructional and Educational Resources for the period May 1, 2026, through April 30, 2027, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at ejeffrey@esc14.net.

Sincerely,

Signed by:
Emily Jeffrey
4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

Region 14 Education Service Center (ESC)

Contract # 11-78

for

Instructional and Educational Resources

with

Anthro International Incorporated DBA Sitmatic

Effective: May 1, 2023

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TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Anthro International Incorporated DBA Sitmatic ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 11-78, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

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- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

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termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

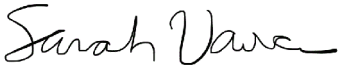
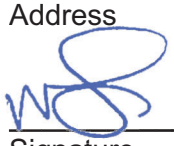
Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Anthro International Incorporated DBA Sitmatic
Organization	Vendor Name
Sarah Vavra	Mark Woods
Name	Name
Sr. Vice President, Public Sector Contracting	Contract Specialist
Title	Title
5001 Aspen Grove	1800 Raymer Avenue
Address	Address
Franklin, TN 37067	Fullerton, CA, 92833
Address	Address
	
Signature	Signature
May 1, 2023	3/16/2023
Date	Date

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Anthro International Incorporated DBA Sitmatic
Company Name

1800 Raymer Avenue
Address

Fullerton, CA, 92833
City State Zip

(800) 288-1492
Telephone Number

(714) 888-2505
Fax Number

contracts@sitmatic.com
Email Address

Mark Woods
Printed Name

Contract Specialist
Position


Authorized Signature

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and Anthro International Incorporated DBA Sitmatic ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Instructional and Educational Resources;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
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- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

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termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

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The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

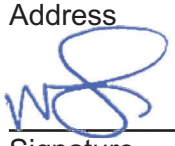
Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Anthro International Incorporated DBA Sitmatic
Organization	Vendor Name
	Mark Woods
Name	Name
	Contract Specialist
Title	Title
	1800 Raymer Avenue
Address	Address
	Fullerton, CA, 92833
Address	Address
	
Signature	Signature
	3/16/2023
Date	Date

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☑ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Marina Island
☐ Federated States of Micronesia	☑ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands

☐ Midway Islands	
☐ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☑ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☑ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☑ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Fullerton, State of California.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☑ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☑ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	Jennifer Escobar
Title	Contract Specialist
Company	Sitmatic
Address	1800 Raymer Avenue
City/State/Zip	Fullerton, CA, 92833
Phone	(800) 288-1492
Email	contracts@sitmatic.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☑ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☑ Yes ☐ No

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
North Carolina State Contract	[redacted]		
South Carolina State Contract			
Pennsylvania State Contract			

1. Company's official registered name.

Anthro International, Incorporated, DBA SITMATIC

2. Brief history of your company, including the year it was established.

In 1985, when major furniture manufacturers were touting "passive ergonomics", the "one size fits all, no adjustments necessary approach", Sitmatic began its corporate life providing chairs that could be actively adjusted to an individual's body type and work environment. The major manufacturers eventually were forced by the safety and health care community to develop a complete stable of adjustable seating and a library of custom-fit options. With its expertise in cellular, not assembly line, manufacturing, it was simple for Sitmatic to cross over to the world of public seating, where every space was unique and seating needed to be manufactured to that space, with its unique size, slope stepped and bowled flooring, electronic requirements, tabling matched to seating and various applications such as performing arts, education, organization gatherings, military operations, etc. Today, there is no seating company like Sitmatic that spans the range of highly ergonomic, executive, technical and then all the way through to auditorium and classroom seating.

3. Company's Dun & Bradstreet (D&B) number.

144375284

4. Company's organizational chart of those individuals that would be involved in the contract:

Sales

Mary Houston, VP National Sales Manager, Tel. (714) 873-8553, Mary@sitmatic.com

Sales Support

Jennifer Escobar, Senior Customer Service Rep., Tel. (800) 288-1492, Jennifer@sitmatic.com

Marketing

Mark Woods, Marketing, Tel. (800) 288-1492, Mark@sitmatic.com

Financial Reporting

Jennifer Escobar, Senior Customer Service Rep., Tel. (800) 288-1492, Jennifer@sitmatic.com

Executive Support

Mary Houston, VP National Sales Manager, Tel. (714) 873-8553, Mary@sitmatic.com

5. Corporate office location.

SITMATIC, 1800 Raymer Avenue, Fullerton, CA, 92833

All corporately owned manufacturing, distribution and service centers operate from our Fullerton, CA facility. Key contact information is provided in the response for question #4 above.

5A. List the number of sales and services offices for states being bid in solicitation.

See attached "Sitmatic Sales Reps by State"

6. Define your standard terms of payment.

3% 20 days, Net 30.

7. Who is your competition in the marketplace?

Sitmatic offers diverse product solutions for most environments in the Education, Government, Corporate, and Healthcare sectors. In addition to a broad line of general purpose and highly ergonomic seating, we also manufacture fixed seating commonly found in auditoriums, court houses, city council halls, classrooms, performing arts centers, etc. For this reason, competitors are numerous with the most notable and consistent listed below:

- Neutral Posture
- Hon
- KI
- American Seating
- Herman Miller
- Steelcase

8. Provide Annual Sales for last 3 years broken out into the following categories:

- Cities / States
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

	2020	2021	2022
Cities / States	[redacted]		
K-12			
Higher Education			
Other Government Agencies or Nonprofit			

9. What differentiates your company from competitors?

As a small business, we feel there are multiple factors separating us from the dominate share of our core competitors. A few examples follow within the areas listed below:

- Ergonomic Seating Product – Sitmatic is a true "ergonomic seating provider" versus "just another manufacturer of task/management/

conference/executive chairs". We manufacture solutions for the 100 percentile while most competitors market to 90% of the workforce. Sitmatic's most popular collections include numerous size and feature options surpassing most providers. In addition, custom product can be designed for the most extreme user sizes from the Little Person's sector to bariatric applications.

- Fixed Seating Product (Auditoriums, City Council Chambers, Courtrooms, Classrooms, Performing Arts Theatres, Lecture Halls, etc.) – Sitmatic is one of very few companies in our industry who design and manufacture this entire product category in the U.S. (estimated at less than 10). We focus heavily on marketing these solutions to the Educational and Local Government communities.
- Warranty – Sitmatic offers the Industry's best warranty, and it applies to 24/7 applications. Structural components are warranted for life with all other parts covered for 10 years, including fabric/foam.
- Service – We promise complete satisfaction for our customers including no labor costs for ten years to service warranted product. We believe no competitor exceeds this commitment.

10. Describe how your company will market this contact if awarded.

If awarded, Sitmatic will market the NCPA contract as our premier national purchasing vehicle targeted to eligible customers.
Activity will include but not necessarily limited to the following initiatives:

- A co-branded press release will be made within 30 days of the award via popular industry media (i.e. Monday Morning Quarterback eMagazine, Contract Magazine, etc.)
- Announcements of award will be made on Sitmatic's corporate Facebook, Twitter, Instagram, and LinkedIn accounts.
- Co-branded collateral pieces will be distributed to Sitmatic's entire sales team and authorized dealers.
- A dedicated NCPA homepage will be created and launched with, at minimum, the requirements mentioned above. Similar homepages have been created for TXMAS (State of Texas), State of Florida, State of Georgia and GSA.
- Training for all internal Sales/Marketing/Customer Service/Accounting personnel on the NCPA alliance emphasizing agreement detail, planned initiatives and priority status.
- Introduction of NCPA Contract to all Sales Reps supported by both hard copy and electronic Training Packages. Training leadership will be provided by Sales Management.
- In most markets, selected Authorized Sitmatic Dealers will be provided Training packets by the local Sales Rep and appointments will be planned with targeted Members in their area.
- Create NCPA affiliation awareness for our Website visitors.
- Promote new NCPA relationship during applicable trade shows.

11. Describe how you intend to introduce NCPA to your company.

Overall, activity to implement this contract within our firm in the first 90 days mirrors much of our response to question #10. Sitmatic employees responsible for administering, marketing, selling and servicing the contract will be fully trained by the effective start date. Our business systems and accounting records will accurately reflect the contract detail and reporting requirements.
Our real focus in the first 90 days will be centered on:

- Communication and Training within our distribution partners – Sales Reps and Dealers
- Distribution of the promotional brochure to target end user audiences.
- Creation of additional sales tools and promotions to advertise our new alignment.
- Establishing NCPA sales targets for all territories.
- Effective management – regular travel by Sitmatic Sales and Marketing personnel to create awareness and benefits of the NCPA contract.

12. Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Sitmatic's website is one of our most powerful resources for specifying chairs. Every chair series lists its unique features along with available options, high-resolution images of chairs and finishes. User-friendly videos, images and descriptions facilitate the specifying process. Once the product is specified, an order can be submitted electronically to orders@sitamtic.com, soon after an order acknowledgment will be generated and sent back to the customer.

13. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Sitmatic's only Customer Service Center is available in person 6:30 am to 5:00 pm (PST). Sitmatic's customer service model is based on Sitmatic's philosophy to exceed the industry standards in product design, manufacturing and customer service. Sitmatic's customer service methodology is simple: be there when you need us, be extremely knowledgeable on the product, and immediately respond to your needs.

14. Green initiatives.

Our Promise: We commit ourselves that all furniture designs will use as much recycled and recyclable content as possible and any manufacturing processes we, or our subcontracts employ, will be as environmentally friendly as possible.

No False Promises: Many manufacturers make claims that sound ecologically sensitive, but in fact are simply normal business practices. Does our steel have recycled content? Of course, but it is impossible to buy steel today without recycled content. How about our aluminum? Certainly, it has a higher recycled content than steel and is very easily recycled, but that is the inherent nature of aluminum. The glue we use is HVOC-free and uses citrus-based solvents, but with any factory in California, it would be against the law to use solvent-based adhesives. Do we now mark all of our plastic parts with their recycled content? Absolutely, but we sell world-wide and we can't sell into the EU without those codes. Sitmatic goes above and beyond these baseline standards in sustaining the environment.

Green Check Certified: By stringent design criteria, we have chosen parts that together produce a chair that is certified compliant for LEED-CI indoor environmental air quality. This means that there are less chemicals emitted by our chairs and its components. By choosing Sitmatic chairs for your workplace, you are also contributing to a cleaner, safer, more sustainable environment.

Renewal: Because of our quality, our most significant contribution to sustainability started 18 years ago and has become part of our corporate infrastructure. It is our popular "Chair Renewal" program, which allows us to completely re-manufacture our seating to like-new condition.

Yes, our components last a lifetime, but unfortunately fabrics and foams do not. When the foam flattens and the fabric is in shreds, used chairs come back to the factory and leave as a seemingly brand new chair. This we do for a fraction of the cost and a fraction of the materials required to manufacture a new chair.

To The Future: Because of our reputation of quality, our chairs end up in some incredibly hostile environments: police stations, military bases, around-the-clock call centers. As we design, we constantly look to alternative materials that are inherently more easily recycled. Many areas already show good promise. Aluminum, where technically possible, is our newest material of choice. Non-backed and recycled PET and polyesters, are our first choices. We always use CFC-free foams. We do not, and will not, use rainforest hardwoods in our product. Mahogany and teak are beautiful woods but they need to be homes for birds, not ornamentation in an office.

Everyday Life at Sitmatic: We want to make every Sitmatic employee, from administration through production, ecologically sensitive. And it starts everyday with their morning coffee in a porcelain coffee mug.

Recycling: We recycle 100% of our corrugated waste, mostly created from inbound raw material packaging. This amounts to over one truckload per day. Our outbound chairs are shipped blanket-wrapped whenever possible, eliminating the cartons altogether. When we do carton, the cartons contain no staples. This means installers can fold the boxes perfectly flat to be easily carted off to the recycling station. Our cartons consist of 25% recycled material. Our factory has 50% more skylights than is required and the walls are painted white to reduce energy consumption. (Of course, this makes good business sense as well) Sitmatic has also converted to 100% biodegradable green bags as opposed to the widely used polyethylene bags. In addition, we have gone through extensive measures to go "paperless" by receiving and sending information electronically. In doing so, we have eliminated useless paper consumption and have saved hundreds of feet in filing space.

Quality: What do we do to help the environment? We build extraordinarily durable chairs using more steel than plastic and these components last a lifetime. Because of this quality, we do something most other seating manufacturers can't do – we warrant all our chairs for 24-hour usage with no weight limit. And to make sure that a chair is not discarded for a minor problem, we expressly include labor. So with just a phone call, the chair returns to life.

15. Vendor Certifications (if applicable).

N/A.

Tab 5 - Products & Services

1. Warranty

Sitmatic offers the industry's best warranty – Lifetime structural and 10 years on wear components. There is no exclusion for "normal" or 8-hour usage. If the facility operates 24 hours a day, 7 days a week, the warranty is still the same. There is no "weight limit" on the warranty. If an employee can fit in the chair, the chair is warranted. Labor is specifically covered in the warranty. Most warranties are conspicuously silent on this issue, and we all know labor costs more than parts.

In the event you should receive damaged goods, simply locate the six-digit control number on the box or control mechanism and contact Sitmatic at (800) 288-1492. Sitmatic will, at your option, either send the necessary replacement to you at no cost, or arrange a service call by a factory authorized service technician.

Availability of Replacement Parts

All parts and components are in-stock at all times and ship in approximately 3 days. Parts that need to be upholstered or tailored ship within a week.

Life Expectancy

Sitmatic chairs use very few plastic components and more steel than our competitors. Sitmatic chairs are rigorously tested and rated 24/7/365. Sitmatic chairs are covered top to bottom and expected to last well over that coverage period.

Return Policy

In the event that you need to return chairs, normally up to 35% (45% for non-standard materials) is charged if ordered in error by the customer. If in Sitmatic's judgement, the product is in new condition and readily resalable, the restocking fee may be waived or reduced. Some products, particularly custom engineered items that are individual specific, cannot be returned.

2. Products

Sitmatic only provides products that are made using new materials and components. Simatic stands by its products with a lifetime structural warranty that ensures structural integrity and other "wear components" are covered for 10 years. See the attached "Warranty Lifetime" document.

3. Construction

As an industry leader in seating products, quality is the major concern at Sitmatic. The quality manager has preemptive authority over all design and production output and reports directly to the CEO. Configuration control is established during design and engineering phases for all products and establishes the product specifications from prototype, first articles to production pieces. Outsourced assemblies are intentionally kept to a minimum and are products of a limited supplier base, minimizing quality issues. Receiving inspections are based on proven Statistical Process Control data for acceptance testing, thus certifying the quality of products flowing into the manufacturing process. At each major subassembly point, a 100% in process inspection occurs because of an established vendor-client relationship between each manufacturing cell. Final inspection involves 100% of the output; every chair and each function is tested and approved before shipping. Weekly quality meetings are conducted involving all production staff, and representatives of customer service, sales, purchasing, shipping and management. Minutes are taken and action items are continuously reviewed until resolved.

Tab 6 - References

Customer Type	End User / Customer Name	Contact Name	Contact Title	Contact Phone No.	City / State	How Many Years Sold To?	Average Annual Sales
Higher Ed	University of California, Los Angeles	[redacted]					
Higher Ed	Arizona State University						
Higher Ed	University of California, Santa Barbara						
Higher Ed	Pennsylvania State University						
City / County	LA County Dept. of Social Services						
City / County	City of Oakland						
City / County	Contra Costa County						
City / County	Texas General Land Office						
City / County	City of Dallas						
City / County	Bexar County						

Tab 7 - Pricing

Quoted To:
NCPA Participating Entity

Ship To:

FOB	Ship Via	Terms	Lead Time	Quote Date
Destination		3% 20 Days, Net 30	21 days or faster	

Line	Item No	Item Description	Qty.	List	Disc	Net	Total
1	< $24,999 List	Single orders less than $24,999 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			51%		
2	$25,000 - $49,999 List	Single orders between $25,000 and $49,999 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			52%		
3	$50,000 - $199,999 List	Single orders between $50,000 and $199,999 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			53%		
4	> $200,000 List	Single orders over $200,000 list. Discount taken off list prices in Sitmatic Pricing & Specification Guide.			54%		

Tab 8 - Value Added Products & Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Sitmatic designs and manufactures product solutions for the individual, not just the masses. Including seating for little people and bariatric seating with weight capacities of 1,000 lbs.

A significant portion of ergonomic seating sales are pursuant to specifications driven by the Sitmatic body measurement system. Local sales reps are trained to measure individuals to "fit the chair to the user." We provide this value added service for our customers free of charge.

As a result of individual measurements, and other special requests, we estimate 20% of Sitmatic sales are "custom" products or non-catalog items. We strive to servce the 100th percentile versus most competitors' products which typically address 90% of the population.

We also provide in-house design & project management services for all fixed seating opportunities at no charge. This includes but is not limited to classrooms, auditoriums, performing arts centers, courtroom seating and city council chambers.

Our product and warranty is known to be the industry best! All Sitmatic chairs are rated 24/7/365 and have no weight restrictions! Our warranty covers service labor so that we can resolve any issues and get the chair back in service as soon as possible.

Live customer service with product experts always available to help!

No charge product demos available for evaluating nationwide.

TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Anthro International Incorporated DBA Sitmatic
Address	1800 Raymer Avenue
City/State/Zip	Fullerton, CA, 92833
Authorized Signature	
Date	03/22/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Anthro International Incorporated DBA Sitmatic
Address	1800 Raymer Avenue
City/State/Zip	Fullerton, CA, 92833
Telephone Number	(800) 288-1492
Fax Number	(714) 888-2505
Email Address	contracts@sitmatic.com
Printed Name	Mark Woods
Title	Contract Specialist
Authorized Signature	

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Rep by State

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NH	John McNaboe	508-725-4953	jmcnaboe@nerepworks.com

Rep by State

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WY	Nhan Nguyen	510-227-7005	nhan@sitmatic.com

SITMATIC®

Tel. 800.288.1492
Info@sitmatic.com
Fax 800.507.1492
www.Sitmatic.com

1800 Raymer Avenue
Fullerton, CA 92833

Lifetime Warranty



Effective July 1, 2008, Sitmatic warrants that the products it sells, and all components thereof, shall be free from defects in workmanship or materials. Except for components specifically excluded, for the life of the product, Sitmatic shall, at its option, repair or replace any chair, or component thereof, that proves defective.

In the unlikely event you should require remedy under this warranty, simply locate the six-digit control number on the chair mechanism and contact Sitmatic at (800) 288-1492. Sitmatic will, at your option, either send the necessary replacement to you at no cost, or arrange a service call by a factory authorized service technician. You may contact your authorized Sitmatic servicing dealer directly to effect the same remedy under this warranty.

Excluded items are operating mechanisms, pneumatic cylinders, casters, plastics, foam, fabric, finishes, labor costs, wood and urethane components which are warranted for ten (10) years. Damage, which in Sitmatic's sole judgement, is the result of contact with adjacent furniture or normal wear is expressly excluded from this warranty. On site service is available to customers within a 50 mile radius of their authorized Sitmatic dealer. Warranty remedy for non-standard Sitmatic fabrics must be sought from the mills providing those fabrics. Except as herein stated, Sitmatic shall not be liable for any damages or for the breach of any warranty, expressed or implied, or for any other obligation or liability on the account of the products covered by this warranty. Sitmatic makes no warranty of merchantability or fitness for a specific purpose.

SITMATIC®

Tel. 800.288.1492
Info@sitmatic.com
Fax 800.507.1492
www.Sitmatic.com

1800 Raymer Avenue
Fullerton, CA 92833

An Open Letter to Today's Furniture Buyer

Dear Client,

The following information may clarify our warranty:

The basic structures of the chair are covered for the chair's life: mechanism housing, cylinder housing, seat and backrest structures. All other parts of the chair are warranted for 10 years.

- There is no exclusion for "normal" or 8-hour usage. If the facility operates 24 hour-a-day, 7 days-a-week, the warranty is still the same.
- There is no "weight limit" on the warranty. If an employee can fit in the chair, the chair is warranted.
- Labor is specifically covered in the warranty. Most warranties are conspicuously silent on this issue, and as we all know, labor costs more than the parts.

In years gone by, we had a very simple warranty that provided full coverage on all parts and labor for the same period of time. Unfortunately for the consumer, many of our competitors started issuing outrageously long warranties. What the consumer didn't see was the fine print. Many components, like foam and fabric, were not covered. Usage was restricted to 8 hours per day. Any employee over 250 lbs. negated the warranty.

Labor was not mentioned, or in some cases the consumer was required to disassembled the chair, crate it and return it to the factory. Inferior quality chairs started to show up everywhere, because the purchasing decision was based solely on perceived warranty length. Every sales situation began with a long winded explanation of warranties, instead of the true merits of the seating. Finally we gave up, and like every major furniture manufacturer, we created a longer warranty; a lifetime structural warranty, but the lifetime portion is clearly identified as a structural warranty.

Sitmatic's on-going business is repeat corporate and government clients, not retail sales or one-time "mega-orders." Obviously, our clients are pleased with the quality of our product and our after-sales service. As of yet, you do not have the benefit of this experience, so we offer you the following: we will match any of our competitor's warranty, as long as we are allowed to do so word for word. We caution you, however, that this may actually decrease the warranty for many of the components of the chair, add weight limits, and restrict the hours that a chair can be used.

Many manufacturers preach quality, but at Sitmatic we truly live it. From initial design through final inspection, our overriding concern is that your chairs do their job for a very long time. If I can ever be of any help or answer any question, please contact me directly at (800) 288-1492. You will also find this phone number under every one of your Sitmatic chairs. So now, and in the future, we take responsibility for the product that bears our name.

Respectfully,

Paul Makielski

Paul Makielski
President

SITMATIC®

QUOTE

SPA26060169

QUOTED TO:
Fulton County Government
141 Pryor Street Southwest
Ste. 7001
Atlanta GA 30303-3444
United States

SHIP TO:

TERMS	EST. SHIP DATE	QUOTE DATE	QUOTE EXPIRES
50% Deposit Required	6/8/2026	6/8/2026	7/8/2026

	ITEM	DESCRIPTION	QTY	UOM	LIST PRICE	DISC. %	NET	EXTENDED PRICE
1	POB2P MA FAL CAT 4 ECOHYDE NAVY 44936	Posh Beam, Mid Back (21½"H X 19½"W), Seat (19"W X 19½"D), 2-Position, Middle Arms, Final Arm Left Cat 4 Ecohyde Navy 44936	41		$3,340.00	54%	$1,536.40	$62,992.40
2	POB2P MA FAR CAT 4 ECOHYDE NAVY 44936	Posh Beam, Mid Back (21½"H X 19½"W), Seat (19"W X 19½"D), 2-Position, Middle Arms, Final Arm Right Cat 4 Ecohyde Navy 44936	30		$3,340.00	54%	$1,536.40	$46,092.00
3	POB2P MA CAT 4 ECOHYDE NAVY 44936	Posh Beam, Mid Back (21½"H X 19½"W), Seat (19"W X 19½"D), 2-Position, Middle Arms, Cat 4 Ecohyde Navy 44936	11		$3,230.00	54%	$1,485.80	$16,343.80
4	POB3P MA CAT 4 ECOHYDE NAVY 44936	Posh Beam, Mid Back (21½"H X 19½"W), Seat (19"W X 19½"D), 3-Position, (Fabric: Cat4+) Middle Arms, Cat 4 Ecohyde Navy 44936	96		$4,775.00	54%	$2,196.50	$210,864.00
5	POB3P SA CAT 4 ECOHYDE NAVY 44936	Posh Beam, Mid Back (21½"H X 19½"W), Seat (19"W X 19½"D), 3-Position, Shared Arms, Cat 4 Ecohyde Navy 44936	39		$4,995.00	54%	$2,297.70	$89,610.30

***Freight is prepaid, dock-to-dock, for orders over $260 net, meaning these prices include shipping charges from the factory to a commercial dock within the continental U.S. Additional services (such as inside delivery, lift gate, call before delivery, and/or delivery to a residential address) may incur additional charges, which will be added to your invoice. For more information regarding shipping/delivery, please contact Customer Service at (800) 288-1492**.

SITMATIC®

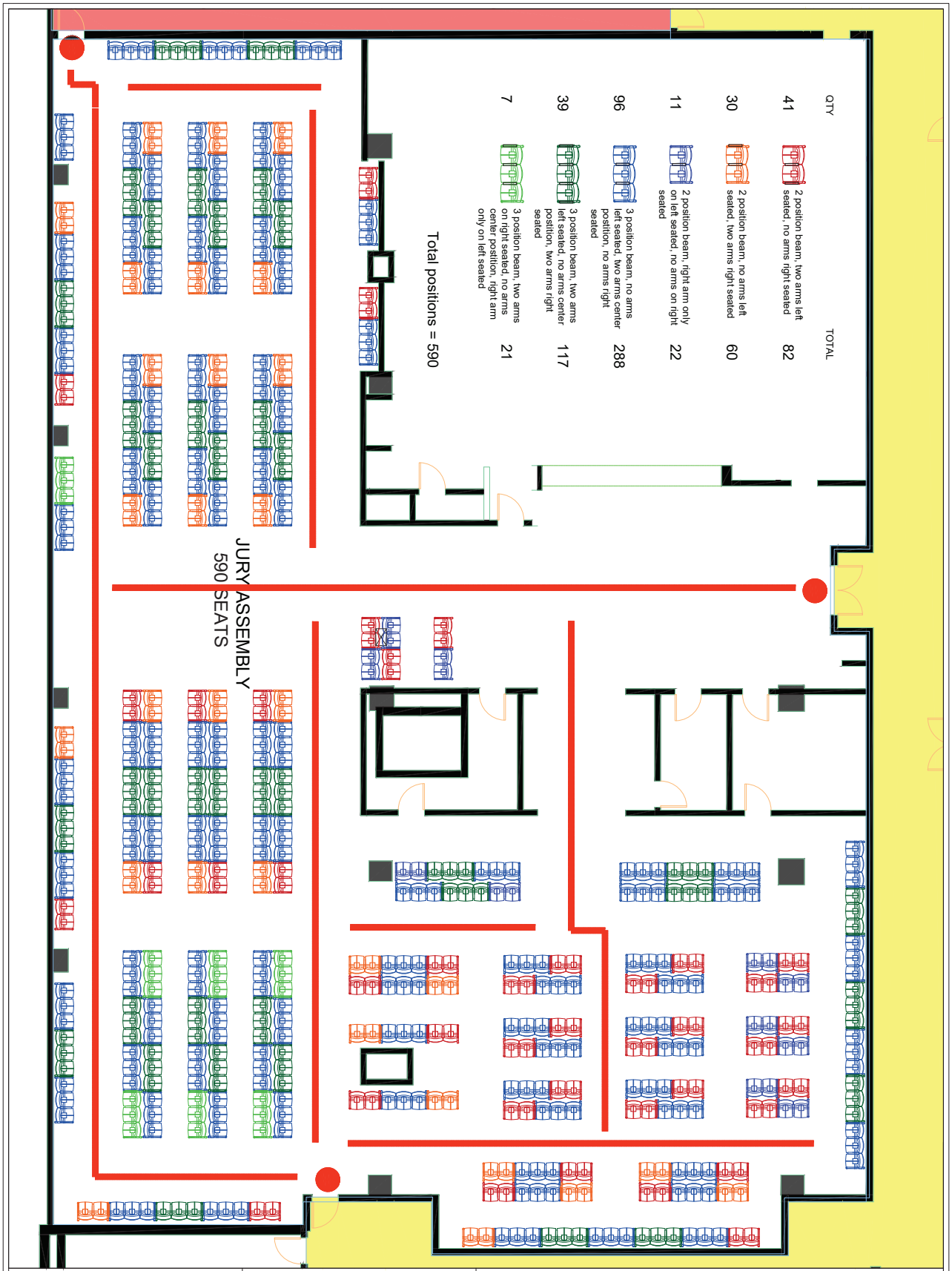
QUOTE

SPA26060169

	ITEM	DESCRIPTION	QTY	UOM	LIST PRICE	DISC. %	NET	EXTENDED PRICE
6	POB3P MA FAR CAT 4 ECOHYDE NAVY 44936	Posh Beam, Mid Back (21½"H X 19½"W), Seat (19"W X 19½"D), 3-Position, Middle Arms, Final Arm Right Cat 4 Ecohyde Navy 44936	7		$4,885.00	54%	$2,247.10	$15,729.70
7	_Special	Posh Beam Ganging Connector	160		$75.00	54%	$34.50	$5,520.00
8	Shipping	Project management and added after hour rate and included as client require furniture to be removed and install after hours or weekend	1		$26,239.21	0%	$26,239.21	$26,239.21
9	Installation01	Delivery and installation plus labor to remove existing 500 plus chairs and deliver to Fulton County warehouse for use or disposal	1		$31,860.00	0%	$31,860.00	$31,860.00

SUBTOTAL	$505,251.41
TAX TOTAL	$0.00
TOTAL	$505,251.41

***Freight is prepaid, dock-to-dock, for orders over $260 net, meaning these prices include shipping charges from the factory to a commercial dock within the continental U.S. Additional services (such as inside delivery, lift gate, call before delivery, and/or delivery to a residential address) may incur additional charges, which will be added to your invoice. For more information regarding shipping/delivery, please contact Customer Service at (800) 288-1492**.



FIELD VERIFICATIONS REQUIRED TO RELEASE ORDER

NOTE: This drawing was created without verified dimensions. **SITMATIC** will not be responsible for any fit issues that occur due to inaccuracy of the dimensions depicted in our drawing and the actual field conditions.

Initial: _____

FIELD VERIFICATION

These shop drawings incorporate information compiled from various sources associated with this project and deemed as reliable. Conditions directly affecting the product or its installation must be field verified.

Initial: _____

CODE REQUIREMENTS

Compliance with the required local and national building and safety codes is the sole responsibility of the Owner/Architect/Contractor. Unless otherwise noted, these shop drawings are loosely based on code requirements for assembly seating as found in BOCA and the Life Safety Code. Code information is offered for informational purposes only and strictly as a courtesy to the Owner/Architect/Contractor. This is in no way an assumption of duty on the part of SITMATIC to code interpretation and compliance. SITMATIC personnel are not trained for, nor are they experts at code compliance or interpretation for your locale.

Initial: _____

DRAWING REVIEW

☐ APPROVED AS NOTED ☐ REVISE AND RESUBMIT

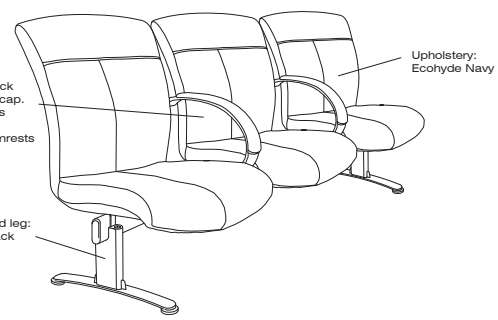
These shop drawings are produced to assure compliance with the contract. As such, these drawings must be reviewed by the Owner/Architect/Contractor, or another appropriate representative. If drawings are correct, mark the appropriate box below. If incorrect, note corrections to be made and return to SITMATIC for revision. Any deviations from the contract included in these shop drawings must be approved in writing from the Owner/Architect/Contractor.

Authorized signature indicates review of these shop drawings. Below signature, print name, title, company or affiliation, and date. We apologize, but any quoted lead time is invalid if drawings are not returned, initialed in 4 places and signed within 7 days of receipt.

SIGNATURE: _____

PRINT: _____

DATE: _____ SITMATIC REP: _____



SITMATIC®

Auditorium, Educational & Public Seating

Project Name:	Date:
JCT 7th Flor Jury Space	06/08/2026
Scale:	Drawn By:
NTS	DME

INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM JD

DATE: June 12, 2026

SUBJECT: Contractor's Performance Report – Replacement of State and Superior Courts Jury Assembly Room Seating Utilizing Cooperative Contract # 11-78 with Anthro International Incorporated dba Sitmatic

The Contractor listed below has not provided commodities or goods to Fulton County's Department of Real Estate and Asset Management for over 10 years. Therefore, no evaluation has been established in BidNet.

PROJECT: Replacement of State and Superior Courts Jury Assembly Room Seating

PROJECT NO.: National Cooperative Purchasing Alliance, Contract #11-78

CONTRACTOR: Anthro International Incorporated dba Sitmatic
1800 Raymer Avenue
Fullerton, CA 92833

POC: Mark Woods

PHONE: (800) 288-1492

EMAIL: **contracts**@sitmatic.com

If you have any questions, please contact Khandi Flowers at (404) 612-7944

JD/TD/kf

C: Tim Dimond, DREAM Deputy Director
Sam Bakare, DREAM Building Services Manager
Keith Johnson, Construction Project Manager, Senior, DREAM
Khandi Flowers, Contract Administrator, Purchasing/DREAM
Harry Jordan, Contract Administrator, DREAM
Romel Jackson, Contracting Officer, Purchasing/DREAM

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0401 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to utilize cooperative purchasing - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, HVAC Products, Installation, Labor Based Solution and Related Product and Services, in the amount not to exceed $783,777.44 with Trane U.S., Inc. (Doraville, GA), to provide turnkey Central Energy Plant (CEP) Upgrades, including the replacement and installation of two new chillers, two new boilers, and a new pool package unit (pool area humidity control) at the Helene S. Mills Senior Multipurpose Facility located at 515 John Wesley Dobbs Avenue, NE, Atlanta, Georgia 30312. Effective upon issuance of a notice to proceed for six months or until completion of the project as determined by Fulton County; authorizing the County Attorney to approve the Agreement and related documents as to form and make necessary modifications thereto prior to execution; and for other purposes.

Requirement for Board Action
In accordance with Purchasing Code Sections 102-456 and 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts or contracts established by a public procurement unit of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Helene S. Mills Senior Multipurpose Facility, located at 515 John

Wesley Dobbs Ave NE, Atlanta, Georgia 30312, provides hundreds of older adults with health, fitness, educational, recreational, and adult day care programs. The facility's heating, cooling, and pool environmental equipment have reached the end of their useful life and are becoming increasingly unreliable and expensive to maintain. This project includes the replacement of two chillers, two boilers, and the Pool Package Unit that controls the humidity in the pool area.

The existing cooling equipment uses refrigerant that has been phased out of production by the U.S. Environmental Protection Agency. The equipment has experienced frequent refrigerant leaks resulting in exorbitant maintenance costs.

Replacing these systems now will improve their reliability, reduce operating and maintenance costs, increase energy efficiency, and help ensure the facility remains safe and comfortable for the community it serves. Delaying this work increases the risk of equipment failure, emergency repairs, service interruptions, and higher future costs.

Scope of Work: This cooperative purchasing contract will furnish all materials, labor, tools, equipment, and appurtenances necessary to perform the turnkey Central Energy Plant (CEP) Upgrades project, which includes the replacement of two chillers, two boilers, and one Pool Package Unit at the Fulton County Helene S. Mills Senior Multipurpose Facility, located at 515 John Wesley Dobbs Ave NE, Atlanta, Georgia 30312.

The scope of work also includes but not limited to:

1. **Mechanical Installation Scope**

- Trane to furnish (2) new 80-Ton Trane CGAM Chillers, (1) new Pool Package Unit and (2) Direct Replacement Boilers
- Trane to reuse all pumps (CHW and HW), isolation valves, electrical conduit, electrical disconnects, boiler flues
- Trane to provide all cranes and rigging equipment required to complete the scope of work for chillers, boilers, and the pool package unit
- Trane expects isolation valves to hold, but if they do not, we will provide a change order to replace them
- Trane to rework piping as required
- Trane to set new chillers and provide factory startup
- Trane to demo existing Pool Package Unit
- Trane intends to reuse line sets for Pool Package Unit
- New Pool Package Unit to come furnished with factory BACnet controller
- Trane to install new Pool Package Unit (Desert Aire LV08RPNN7) and make ductwork transitions as required
- Trane to provide startup of new Pool Package Unit
- Trane to disconnect and remove existing (2) Aerco Boilers
- Trane in disconnect and reconnect existing hot water piping
- This proposal includes minor piping modifications as required to install (2) new high efficiency boilers
- Existing water piping manifold will remain as-is and will not be upsized
- Trane to disconnect/reconnect gas piping as required

- Trane to provide and install a new gas regulator
- Trane to extend the boiler pad as required to accommodate new boilers (1' on the side and 1' on the front)
- Trane to cut and modify existing steel frame as required to allow access for boiler replacement
- Trane to provide and install a new CO Monitor in mechanical room
- Existing emergency switch to remain (Trane to add equipment in the room to the existing emergency stop circuit, including the pool heater, domestic hot water heater and new boilers)
- Trane to include manufacturer startup of the new boilers
- Trane to reuse existing fire life safety devices and smoke detectors

2. Controls Scope

- **Tracer SC+ System Controller**
  - Trane to furnish new Tracer SC+ controller and new control cabinet
  - Trane to furnish new chiller plant graphic
  - Trane to provide licensing required to pull new controllers in
  - Alarming to be setup for critical chiller/boiler alarm points
  - Owner to provide network drop at our new panel
  - Owner to provide IP information for SC+ controller
  - Integrate into existing Fulton County Trane Ensemble Server

- **Existing Chilled Water Mechanical Plant**
- Furnish and install new BACnet wire for the following:

(2) Chillers: CH1,CH2

- Trane to install BACnet wire to new factory mounted BACnet control boards and integrate into new Tracer SC+ controller
- Trane intends to reuse all valves and actuators
- Reuse existing conduit and wiring where possible

(4) Existing Chilled Water and HW Pumps
Tag: CHW1, CHW2, HW1, HW2

- Furnish and install end devices for status of (2) chilled water pumps and (2) hot water pumps.
- Reuse existing conduit and wiring where possible

(2) Boilers
Tag: BLR1, BLR2

- Furnish and install new BACnet wire to new factory mounted boiler controllers and integrate into new Tracer
- Reuse existing conduit and wiring where possible

(1) Pool Package Unit
Tag: PP1

- Furnish and install new BACnet wire to new factory mounted BACnet controller and integrate into new Tracer SC+
- Reuse existing wiring and conduit where possible

- **Owner Training**
  - (4) hours of onsite customer training

3. **Implementation Plan**

- Trane plans to use the church next door for crane staging for (2) separate lifts, in an effort to keep cooling for the building through the duration of the project
- Trane to demo one chiller at a time to ensure cooling service stays active
- Boilers will need to be demolished at the same time due to space constraints
- Boiler replacement will need to occur during warm months to avoid heating downtime
- The current pool unit is not operating so replacement options will be flexible
- Trane will need Fulton County's assistance in supporting coordination access to Mt. Zion Second Baptist Church's parking lot

Community Impact: This effort is necessary for the environmental health and comfort of the patrons and employees at the County's Helene S. Mills Senior Multipurpose Facility.

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

Project Implications: This contract will replace aged and unreliable capital equipment, thereby minimizing facility downtime and disruption of services to the seniors that benefit from the facility's programming.

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

Department Issues/Concerns: If utilization of this cooperative purchasing contract is not approved, the County will not be able to provide an immediate comprehensive replacement of failing Central Energy Plant (CEP) equipment at the Helene S. Mills Senior Multipurpose Facility, located at 515 John Wesley Dobbs Avenue, NE, Atlanta, Georgia 30312.

Contract Modification: This is a new request.

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

Click or tap here to enter text.

Exhibits Attached

Exhibit 1: OMNIA Partners Contract #3341
Exhibit 2: Cost Proposal - Trane
Exhibit 3**:** Performance Evaluation

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$783, 777.44
TOTAL:	$783, 777.44

Grant Information Summary

Amount Requested:	Click here to enter text.	☐	Cash
Match Required:	Click here to enter text.	☐	In-Kind
Start Date:	Click here to enter text.	☐	Approval to Award
End Date:	Click here to enter text.	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

500-520-5200-F074-FAC-F074-500PCO, Helene Mills Senior Center HVAC Chiller Replacement, Real Estate and Asset Management - $783, 777.44

Key Contract Terms	
Start Date: Upon Issuance of NTP	**End Date:** Effective upon issuance of Notice to Proceed f 6-months or completion of proje as determined by Fulton County
Cost Adjustment: N/A	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2026**
Report Period End: **3/31/2026**

Racine County, Wisconsin

Contract # 3341

for

HVAC Products, Installation, Labor Based Solutions and Related Product and Services

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the IFB, incorporated by reference

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

DocuSign Envelope ID: 5AB039C2-2DAF-4A1E-9286-D4840C496111

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by: Jonathan Delagrave 7B676D90951B406... 8/17/2022

BY: DocuSigned by: Michael J. Lanzdorf 36F9231CFBA8401... 8/17/2022

BY: DocuSigned by: Wendy Christensen FC1B3339B9654BD... 8/17/2022

BY: DocuSigned by: Steven Zimmer 14A5552654004D4... 8/16/2022

Trane U.S. Inc.

BY: DocuSigned by: Greg Spencer 95FF4CCACB964F1... 8/16/2022

Trane Turnkey Proposal



Turnkey Proposal For:
Fulton County Purch & Land

Local Trane Office:
Trane U.S. Inc.
4000 DEKALB TECHNOLOGY PARKWAY
SUITE 100
Doraville, GA 30340

Local Trane Representative:
Jeffrey Taylor
Office Phone: (404) 321-7500

Proposal ID: 8678248
COOP Quote Number: G1-285001-26-001
COOP or Federal Contract ID: OMNIA Racine #3341

Date: May 01, 2026

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Trane Turnkey Proposal

Executive Summary

Trane is pleased to present a solution to help Fulton County Purch & Land reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Fulton County Purch & Land to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Fulton County Purch & Land should expect from this project are highlighted below.

- (2) New 80 Ton Air-Cooled Scroll Chillers
- (1) 9 Ton Stainless Steel Pool Packaged Unit
- (2) New Boilers

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is $768,409.28 USD. This investment will provide Fulton County Purch & Land with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Fulton County Purch & Land for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Jeffrey Taylor
Trane U.S. Inc.

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Prepared For:
Fulton County Purch & Land

Date:
May 01, 2026

Job Name:
Fulton County - Helene Mills - Chiller Replacement

Proposal ID:
8678248

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Fulton County Purch & Land and based on the site surveys performed on 4/28/2026.

Mechanical Installation

- Trane to furnish (2) New 80 Ton Trane CGAM Chillers, (1) New Pool Packaged Unit and (2) Direct Replacement Boilers
- Trane to reuse all pumps (CHW and HW), isolation valves, electrical conduit, electrical disconnects, boiler flues
- Trane to provide all cranes and rigging equipment required to complete scope of work for chillers, boilers and pool package unit
- Trane expects isolation valves to hold, if they do not we will provide a change order to replace them
- Trane to rework piping as required
- Trane to set new chillers and provide factory startup
- Trane to demo existing pool pak unit
- Trane intends to reuse line sets for Pool Pack Unit
- New Pool Pack Unit to come furnished with factory BACnet controller
- Trane to install new Pool Pack unit (Desert Aire LV08RPNN7) and make ductwork transitions as required
- Trane to provide startup of new Pool Pack Unit
- Trane to disconnect and remove existing (2) Aerco Boilers
- Trane in disconnect and reconnect existing hot water piping
- This proposal includes minor piping modifications as required to install (2) new high efficiency boilers
- Existing water piping manifold will remain as-is and will not be upsized
- Trane to disconnect/reconnect gas piping as required
- Trane to provide and install a new gas regulator
- Trane to extend the boiler pad as required to accommodate new boilers (1' on the side and 1' on the front)
- Trane to cut and modify existing steel frame as required to allow access for boiler replacement
- Trane to provide and install a new CO Monitor in mechanical room
- Existing emergency switch to remain (Trane to add equipment in the room to the existing emergency stop circuit, including the pool heater, domestic hot water heater and new boilers)
- Trane to include manufacturer startup of the new boilers
- Trane to reuse existing fire life safety devices and smoke detectors

Controls Scope

A. Tracer SC+ System Controller

1. Trane to furnish new Tracer SC+ controller and new control cabinet
2. Trane to furnish new chiller plant graphic.
3. Trane to provide licensing required to pull new controllers in
4. Alarming to be setup for critical chiller/boiler alarm points.
5. Owner to provide network drop at our new panel
6. Owner to provide IP information for SC+ controller

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7. Integrate into existing Fulton County Trane Ensemble Server

B. Existing Chilled Water Mechanical Plant

1. Furnish and install new BACnet wire for the following:
2. **(2) Chillers**
   Tag:CH1,CH2
   a. Trane to install BACnet wire to new factory mounted BACnet control boards and integrate into new Tracer SC+ controller
   b. Trane intends to reuse all valves and actuators
   c. Reuse existing conduit and wiring where possible
3. **(4) Existing Chilled Water and HW Pumps**
   Tag: CHW1, CHW2, HW1, HW2
   a. Furnish and install end devices for status of (**2**) chilled water pumps and (2) hot water pumps.
   b. Reuse existing conduit and wiring where possible
4. **(2) Boilers**
   Tag: BLR1, BLR2
   a. Furnish and install new BACnet wire to new factory mounted boiler controllers and integrate into new Tracer
   b. Reuse existing conduit and wiring where possible
5. **(1) Pool Package Unit**
   Tag: PP1
   a. Furnish and install new BACnet wire to new factory mounted BACnet controller and integrate into new Tracer SC+
   b. Reuse existing wiring and conduit where possible

C. Owner Training

1. (4) hours of onsite customer training.

Implementation Plan

- Trane plans to use the church next door for crane staging for (2) separate lifts, in an effort to keep cooling for the building through the duration of the project
- Trane to demo one chiller at a time to ensure cooling service stays active
- Boilers will need to be demolished at the same time due to space constraints
- Boiler replacement will need to occur during warm months to avoid heating downtime
- The current pool unit is not operating so replacement options will be flexible
- Trane will need Fulton County's assistance in supporting coordination access to Mt. Zion Second Baptist Church's parking lot



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Chiller Product Data

Tag Data - Air-Cooled Scroll (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	ACC-1A, ACC-1B	2	20-130 Ton Air-Cooled (CGAM)	CGAM080F2**2EXD2A1A3A1AX*A1C2B5XXXXXXAXA3A1D1XXLXX

Product Data - Air-Cooled Scroll

- **Item: A1 Qty: 2 Tag(s): ACC-1A, ACC-1B**
- Air-Cooled Scroll Packaged Chiller
- Startup Included - Trane Service must start equipment for warranty to be honored
- 80 Nominal Tons, High Efficiency
- 460 Volt 3 Phases, 60 hertz
- Refrigerant Charge R-454B
- Factory Installed Freeze Protection
- Refrigerant Isolation Valves (Discharge Valve)
- ETL Listed to US/Canadian Safety Standard
- ASHRAE 90.1/CSA C743 - 2022 Compliance
- AHRI certified
- Factory installed flow switch - set point 60 cm/sec
- Standard Cooling
- Grooved pipe connection
- Factory insulation 0.75"
- Performance based on water
- Wide Ambient
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker
- Enclosure Type UL 60335 Rated for Outdoor Applications
- BACnet IP Interface
- No Wireless Option
- Default A short circuit rating
- With water strainer factory installed
- Architectural louvered panels
- 1st year labor, parts, and refrigerant warranty

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include additional "Premium Time" or Price Contingency therefore
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer
- All existing isolation valves, disconnects, are assumed to be in working condition.
- Proposal does not include any repairs to any equipment not listed in this proposal.
- Test and Balance is excluded.
- Pool heating equipment and heat recovery equipment is to remain as existing.
- This proposal excludes modifications to or any new water treatment systems or equipment.
- Proposal is contingent on using the parking lot of Mt. Zion Second Baptist Church. Trane will need Fulton County's assistance in supporting coordination efforts.
- Performance and Payment bond included

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Pricing and Acceptance

Fulton County Purch & Land

Site Address:
Helene S Mills Senior Center
515 John Wesley Dobbs Ave NE
Atlanta, GA 30312

Price

Turnkey Price ……..…….. $742,252.74 USD
Add for Chiller 5 Year Parts/Labor/Refrigerant Warranty……..…….. $26,156.54 USD
Performance and Payment Bond…..……..……..…….. $15,368.16 USD

Total Price ……..……..…….. $783,777.44 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Jeffrey Taylor / Thomas Brown
Trane U.S. Inc.
Office Phone: (404) 321-7500

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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Jeffrey Taylor	Cell: 678-332-8740 Office: (404) 321-7500 Proposal Date: May 01, 2026
CUSTOMER ACCEPTANCE Fulton County Purch & Land	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.
1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price ("Proposal Price"). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.
3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. Pricing and Taxes.
a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.
5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.
6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** Upon execution hereof, the amount set for in the Proposal (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due.; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point, and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

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a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses, and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in

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connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

24. Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers' Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (0326)
Supersedes 1-26.251-10(07072025)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
   "Equipment" shall have the meaning set forth in the Agreement.
   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

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11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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Performance Evaluation Details

ID	E8
Project	HVAC On-Call Maintenance Services Countywide
Project Number	23ITB110923C-GS
Supplier	Trane US Inc
Supplier Project Contact	Thomas Brown (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	01/01/2026 to 03/31/2026
Effective Date	04/23/2026
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	04/23/2026 10:58 AM EDT
Completion Date	04/23/2026 10:58 AM EDT
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL **17/20**

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments	*Not Specified*

GENERAL COMMENTS

Comments	*Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0402 **Meeting Date:** 7/15/2026

Department
Real Estate and Asset Management

Requested Action
Request approval to increase spending authority - Department of Real Estate and Asset Management, 25ITBC1368307C-JNJ, HVAC Equipment and Parts, in the total amount not to exceed $30,000.00 with Shelton Supply, dba F. M. Shelton, Inc. (Atlanta, GA), to cover the cost to purchase additional HVAC parts and related equipment to maintain a sufficient level of parts on-hand for maintenance/repairs required to keep the County's HVAC systems online and with minimal downtime for the remainder of FY2026. Effective upon BOC approval.

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

Strategic Priority Area related to this item
Open and Responsible Government

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background
The requested spending authority of $30,000.00 will allow the Department to purchase additional HVAC parts and related items needed to facilitate in-house HVAC repairs. The current approved authority is not sufficient to cover the rising cost of HVAC parts and supplies for the remainder of the year.

Scope of Work: This contract provides HVAC manufacturer equipment and replacement parts on an as-needed basis. The contract supports the Department of Real Estate and Asset Management (DREAM) heating and air conditioning staff in performing required maintenance, diagnostic testing, and repairs on approximately 1,000 existing air conditioning systems, ranging from 10,000 to 25,000 BTUs, throughout the County. DREAM receives an average of 2,000 HVAC work orders per year for maintenance-related issues.

Community Impact: Ensures continuous operation of HVAC systems throughout County facilities so that service delivery disruption is minimized.

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

Project Implications: The increase in spending authority will provide the necessary flexibility for purchasing additional HVAC equipment and parts needed to support the in-house HVAC maintenance staff.

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

Department Issues/Concerns: If this increase in spending authority is not approved, DREAM will not have the ability to purchase additional HVAC equipment and parts, and will not be able to facilitate minor HVAC repairs with in-house staff.

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	6/1/25	$100,000.00
1st Renewal	25-0664	9/17/25	$110,000.00
Increase Spending Authority No. 1			**$30,000.00**
Total Revised Amount			$240,000.00

Contract & Compliance Information

Contract Value: **$30,000.00**

Prime Vendor: **Shelton Supply dba F. M. Shelton**

Prime Status: **Minority Female Business Enterprise**

Location: **Atlanta, GA**

County: **Fulton County**

Prime Value: **$30,000.00 or 100.00%**

Total Contract Value: **$30,000.00 or 100.00**

Total Certified Value: **$30,000.00 or 100.00**

Exhibits Attached

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Contractor's Performance Report

Contact Information

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

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$100,000.00
Previous Adjustments:	$110,000.00
This Request:	$30,000.00
TOTAL:	$240,000.00

Grant Information Summary

Amount Requested:	Click here to enter text.	☐	Cash
Match Required:	Click here to enter text.	☐	In-Kind
Start Date:	Click here to enter text.	☐	Approval to Award
End Date:	Click here to enter text.	☐	Apply & Accept
Match Account $:	Click here to enter text.		

Fiscal Impact / Funding Source

Funding Line 1:

100-520-5222-1450: General, Real Estate and Asset Management, Maintenance Supplies- $30,000.00

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2026
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: N/

Overall Contractor Performance Rating: 76

Would you select/recommend this vendor again?
Yes

Report Period Start: **1/1/2026**

Report Period End: **2/28/2026**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Shelton Supply dba F. M. Shelton, Inc.**

Contract No. **25ITBC1368307C-JNJ, HVAC Equipment and Parts**

Address: **1434 Ralph D. Abernathy Blvd #1**
City, State **Atlanta, GA 30310**

Telephone: **(404) 755-9448**

E-mail: **fawn@fmshelton.com**

Contact: **Fawn Shelton**
CEO

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Shelton Supply dba F. M. Shelton, Inc.,** to provide HVAC Equipment and Parts, dated 1st day of June 2025, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to purchase additional HVAC parts and related equipment items in keeping with sufficient level of parts on-hand for whenever the required maintenance/repairs to the County's HVAC systems to remain online with minimal downtime for the remainder of FY2026.

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **July 15, 2026, BOC Items #26-**.

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

This Amendment No.1 to Form of Contract is effective as of the 15th day of July 2026, between the County and **Shelton Supply dba F. M. Shelton, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to purchase additional HVAC parts and related equipment items whenever there is required maintenance/repairs provided by DREAM's in-house HVAC maintenance staff to the County's HVAC systems to remain online with minimal downtime for the

remainder of FY2026.
The request for this increase resulted in us having to replace high-priced critical parts and equipment, at a higher-than-normal rate, within the first half of this year. The requested spending authority of $30,000.00 will allow the Department to purchase additional HVAC parts and related items and to help supplement the rising cost of critical HVAC parts.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **$30,000.00** (Thirty Thousand Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

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

CONSULTANT:

SHELTON SUPPLY DBA F. M. SHELTON, INC.

Fawn Shelton,
CEO

ATTEST:

ITEM #: _____ RM: _____ **REGULAR MEETING**	**ITEM #: _____ 2nd RM: _____** **SECOND REGULAR MEETING**

Performance Evaluation Details

ID	E3
Project	HVAC Equipment and Parts
Project Number	25ITBC1368307C-JNJ
Supplier	Shelton Supply d/b/a F.M.Shelton,Inc
Supplier Project Contact	fawn m Shelton (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	12/01/2025 to 02/28/2026
Effective Date	03/09/2026
Evaluation Type	Formal
Interview Date	03/09/2026
Expectations Meeting Date	03/09/2026
Status	Completed
Publication Date	03/09/2026 10:59 AM EDT
Completion Date	03/09/2026 10:59 AM EDT
Evaluation Score	76

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS **14/20**

Rating

Satisfactory: Response to inquiries and/or technical, service, administrative issues is consistently effective.

Comments Issues with invoicing on time and accurately

CUSTOMER SATISFACTION **14/20**

Rating

Satisfactory: Contractor representative is reasonably responsive to User Department request for information and professional.

Comments Needs improvement on communication

COST CONTROL **14/20**

Rating

Satisfactory: Minimal contract pricing issues, cost discrepancies identified by User Department that require explanation, cost/price issues resolved in timely manner.

Comments Mark up on prices are making it more expensive

GENERAL COMMENTS

Comments	*Not Specified*

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0403 **Meeting Date:** 7/15/2026

Department
Arts and Culture

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the FY2026 Contracts for Services Program funding recommendations totaling $2,857,643. Funds have been identified and are available in the Department of Arts & Culture's FY 2026 budget.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with O.C.G.A § 36-10-1, requests for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The Department of Arts & Culture (FCAC) recommends the approval of Contracts for Services (CFS) program recommendations in the amount of $2,857,643.to provide arts and cultural programs and activities for the citizens of Fulton County. As a primary function of FCAC, the CFS program provides essential funding and technical assistance to nonprofit organizations and individual artists whose arts and cultural programs support the agency's overall mission to enhance the quality of life for all Fulton County citizens. The CFS program supports arts and cultural programs and activities that provide opportunities for lifelong learning and participation in the arts for the citizens of Fulton County. Fulton County funding serves as

a catalyst for leveraging additional private, corporate, foundation, and other governmental support, which supports the stabilization of a strong and diverse arts and cultural ecosystem throughout the County. The FY2026 CFS funding recommendations are the result of a competitive application and adjudication process. Program guidelines are issued annually, detailing the application requirements, opportunities for funding and evaluation criteria. Application workshops are held virtually, and technical assistance is offered individually to applicants upon request. For each round of funding, workshops are advertised throughout Fulton County, including North, Central, and South Fulton, to accommodate access to the program for organizations throughout the County. All workshops are free and open to the public. Notices were sent to Fulton County libraries, art centers, and senior centers for distribution, posted on both the Fulton County Government and Fulton County Arts and Culture websites, mailed, and emailed to our internal mailing lists and distributed through numerous partners, including Burnaway, Arts Critic ATL, WRFG, Purpose Possible, South Arts, Georgia Center for Nonprofits, and other Fulton County-based organizations. Nonprofit organizations interested in providing arts and cultural services to Fulton County submit funding proposals for consideration. A multi-step review and evaluation process (that includes staff review, citizen panel review, and Arts Council review) results in the enclosed recommendations which are submitted here for the Board of Commissioners' approval.

Community Impact: The CFS program seeks to improve the cultural health of individuals, organizations, and communities throughout Fulton County, with special emphasis on youth, seniors, people with disabilities and underserved communities. The CFS program also contributes to the economic vitality of the community, including attracting new businesses and residents to the County.

Department Recommendation: Under advisement, FCAC requests BOC approval of the attached FY2026 CFS funding recommendations.

Project Implications: The CFS program is a primary function of FCAC that provides essential funding support to arts, cultural and service organizations in order to expand the arts to all sectors of Fulton County.

Community Issues/Concerns: N/A

Department Issues/Concerns: Approval of the CFS recommendations is essential to addressing the financial needs of the arts and cultural community in the current year.

Fiscal Impact / Funding Source

Funding Line 1:

100-181-1810-1142 General Fund - Arts and Culture - Contracts For Services - $2,857,643

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Funding Line 5:

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FULTON COUNTY

FULTON COUNTY ARTS & CULTURE

FY 2026 Contracts for Services Program

Funding Recommendations

Recommendations for Board of Commissioners Approval

COMBINED TOTAL RECOMMENDED

$2,857,643

200 Funded Applicants · 14 Funding Categories · Two Funding Pools

Board of Commissioners Meeting · July 15, 2026

Award Period: January 1 – December 31, 2026

Executive Summary

What the Board is approving. The Board of Commissioners is asked to approve the FY2026 Contracts for Services (CFS) funding awards as recommended by the Allocation Committee on June 8, 2026, and ratified by the Fulton County Arts Council on June 11, 2026. The complete award schedule covers **200 funded applicants across 14 funding categories and two funding pools, totaling $2,857,643.** Contracts will be executed from January 1 through December 31, 2026.

How the budget is structured. The $3,000,000 Commissioner-approved budget is reduced by a $142,430 prior-year carryover obligation and a $200,000 Veterans Creative Arts set-aside, leaving a net general pool of $2,657,570 and a dedicated Veterans pool of $200,000. Final awards total $2,657,497 from the general pool and $200,146 from the Veterans pool.

How applicants were selected. Applications advanced through the program's six-tier review: purchasing compliance, Department of Arts & Culture staff eligibility screening, community peer-review panels, the Allocation Committee, the Arts Council, and final approval by the Board.

Immigration compliance (E-Verify) and purchasing requirements were implemented in 2026 after the grant cycle had officially closed. This caused a delay in review timeline because of the requirement to repost the funding cycle to accommodate the applicant requirement to provide official Fulton County Documents verifying immigration status. Initial level of reviews began with the Purchasing Department. The next level of reviews then shifted to the Contracts for Services team for eligibility, completeness and compliance. In 2027 and subsequent years the immigration status check will precede the completion of an application for arts funding and will now be handled upfront through the Purchasing BidNet system, eliminating ineligible applicants earlier.

Awards were calculated from panel scores using a tiered formula with a 70-point minimum funding threshold. There was an application submission volume increase 326 total applications received (up from typical 200+), with 68 individual artist applicants—the largest pool in program history.

Two milestones this cycle. FY2026 marks the full restoration of the program budget to $3,000,000 — fulfilling the Board's commitment under Agenda Item 25-0721 (September 17, 2025) and establishing this as the recurring annual baseline — and the inaugural launch of the Veterans Creative Arts pool established by Resolution No. 21-0282.

Approval Pathway

Review Stage	Action	Status
Tier 1 — Purchasing	Compliance	**Complete**
Tier 2 — Staff Review	Eligibility & completeness screening	**Complete**
Tier 3— Peer Review Panels	Community panel scoring	**Complete**
Tier 4 — Allocation Committee	Award recommendations approved	**June 8, 2026**
Tier 5 — Arts Council	Ratification vote	**June 11, 2026**
Tier 6 — Board of Commissioners	Final funding approval	**July 15, 2026 — Pending**

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Note: page references are approximate and will be confirmed in final pagination.

Section 1 — Program Overview

In 1979, the Fulton County Board of Commissioners established the Fulton County Arts & Culture (FCAC) department to enhance the quality of life of its constituents and to serve as the channel through which Fulton County funds cultural services and provides access to the arts for its citizens. The Contracts for Services (CFS) program is FCAC's primary funding mechanism, strengthening the cultural health of individuals, organizations, and communities by awarding grants and providing technical assistance to nonprofit arts organizations whose programming serves Fulton County residents.

Arts and Library facilities have a positive economic, social, and quality of life impact on a community. Fulton County is committed to ensuring that residents have access to a variety of quality, cultural, and educational activities. The County currently provides programs and events throughout county libraries and facilities. Through the CFS program, these efforts are expanded by supporting nonprofit arts organizations across Fulton County, which stimulates the broader arts and culture ecosystem, strengthens community engagement, and increases access to meaningful cultural experiences for residents countywide.

Program Objectives

- Provide cultural access for the diverse citizenry of Fulton County, with a focus on youth, seniors, people with disabilities, and underserved populations;
- Serve as a catalyst for stabilizing arts and cultural organizations throughout the County;
- Encourage the highest standards of artistic quality and excellence;
- Stimulate neighborhood development and facilitate creativity within communities; and
- Contribute to the economic wellbeing of the community.

Six -Tier Decision Process

The CFS program engages a multi-level decision-making process: (1) Purchasing Compliance for Georgia Immigration & E-Verify Vendor qualification; (2) Staff Review for eligibility and completeness; (3) Community Peer Panel Reviews; (4) Allocation Committee Review; (4) Arts Council Review; and (5) final approval by the Board of Commissioners. Funding ranges from $1,000 to $50,000.

Scoring Rubric

Evaluation Criterion	Maximum
Artistic Quality	25 points
Community Impact	25 points
Organizational Planning	15 points
Managerial / Leadership Capability	15 points
Accessibility	15 points
Fiscal Stability	10 points
General Attributes	5 points
Bonus — Under-Resourced Districts (1, 2, 5)	2 points
Maximum Possible Score	**112 points**
Minimum Funding Threshold	**70 points**

Program Monitoring

The CFS team members are primarily responsible for administering the application and awards process and for conducting contractor program-compliance site visits to monitor each awardee's operations and the programming identified in the contract for the cycle.

Funding Priorities

Project Support funding for nonprofits, municipalities, secondary schools, and colleges and universities is designed to fund project-specific expenses for projects or programs consistent with an organization's mission and goals. Eligible programming includes, but is not limited to, a lecture series, special exhibitions, educational programs, the commissioning of new work, museum festivals, and community celebrations.

Operating Support Funds (OSF) provide general operating support to nonprofit, mission-based organizations to make quality arts experiences accessible to all Fulton County residents. This support represents an investment by FCAC in an organization's ongoing work for public audiences, rather than in a specific project or program. OSF's primary focus is to support and engage arts organizations whose primary function is exhibition, presentation, or training in the arts.

Funding also supports arts and cultural organizations and individual artists. Resource-rich entities that offer arts services on a business-to-business basis, or as a resource provider, may include — but are not limited to — professional development and technical assistance such as marketing, legal, or financial assistance; networking opportunities; educational forums or workshops; and the coordination of outreach and accessibility efforts.

Other priority areas include the creation and delivery of small, community-driven, one-time arts projects presented by individual artists, arts and cultural organizations, and nonprofit organizations.

Section 2 — FY2026 Budget Structure

On September 17, 2025, the Board of Commissioners approved Agenda Item 25-0721 authorizing a $1,700,000 supplemental appropriation that restored the FY2025 CFS program to its full $3,000,000 level and directed the identification of a recurring funding source to sustain Arts and Culture at $3,000,000 in FY2026 and beyond. The FY2026 program presented here is the direct fulfillment of that resolution.

Budget Waterfall

Budget Line Item	Amount	Notes
Commissioner-Approved Budget	$3,000,000	Gross FY2026 budget
Less: Prior Year Carryover Obligation	($142,430)	2025 contracts not fully executed before year-end closeout
Budget After Carryover Deduction	$2,857,570	Net before set-asides
Less: Veterans Creative Arts Set-Aside	($200,000)	Resolution No. 21-0282 — separate pool
Net General CFS Pool Available	**$2,657,570**	For general CFS award allocation
Net Veterans Creative Arts Pool Available	**$200,000**	Dedicated Veterans pool
TOTAL NET DEPLOYABLE FUNDING	**$2,857,570**	General pool + Veterans pool

Final awarded amounts: Of the $2,657,570 general pool, $2,657,497 was awarded. The Veterans pool supported $200,146 in awards. Combined awards total $2,857,643.

Section 3 — Grant Cycle & Procurement Timeline

The FY2026 cycle integrates two parallel processes: the arts funding review and the County's procurement and immigration-compliance procedures. The table below shows the projected timeline for both tracks and the points at which they intersect. Immigration compliance (E-Verify) and purchasing requirements were implemented in 2026 after the cycle had already opened, which required the funding cycle to be reposted and extended the review timeline. Beginning in 2027, the immigration-status check will precede application completion and will be handled upfront through the Purchasing BidNet system.

Timeframe	Grant Cycle Process	Procurement / Compliance Overlay
Jan – Feb 10, 2026	Application window open. Deadline extended to accommodate the new purchasing-compliance policy. Veterans category added as a mandate to serve.	**Purchasing introduces the Georgia immigration and E-Verify compliance requirement mid-cycle, forcing a repost of the funding cycle.**
Jan – Mar 2026	Staff continues recruiting peer reviewers.	**Applications reviewed by Purchasing to determine compliance with Georgia immigration laws; Purchasing communicates required documents to applicants.**
Feb – Mar 2026	CFS Manager assigns the CFS team eligibility review; staff determines eligibility in preparation for peer-review assignments.	**Compliance results from Purchasing feed into staff eligibility determinations.**
Mar 10 – 27, 2026	Peer reviewer training and conflict-of-interest confirmations (virtual group training March 19 and March 27).	—
Mar 16 – Apr 30, 2026	Community peer reviewers evaluate applications online.	—
May 1 – 26, 2026	Staff prepares recommendations for Allocation Committee review.	—
May 28, 2026	Allocation Committee receives the package to prepare for recommendations review.	—
June 8, 2026	Allocation Committee reviews panel recommendations and determines awards.	—
May 28 – June 10, 2026	Arts Council receives and reviews the allocation recommendation package and final awards in preparation for the approval meeting.	—
June 10, 2026	County Manager reviews recommendations for BOC agenda approval.	**Recommendations enter the County administrative and agenda pipeline.**
June 11, 2026	Arts Council ratifies funding recommendations and forwards them to the Board of Commissioners.	—
July 15, 2026	Board of Commissioners — final funding approval.	—
July 17 – 21, 2026	Award announcements.	—
July 20 – 24, 2026	Applicant scope and budget adjustments entered in WebGrants.	—
July – Aug 2026	Contracts issued via DocuSign; submission deadline for public entities.	**Contract documents enter the County execution workflow.**
Aug – Sep 2026	—	**Internal contract routing within Fulton County Government.**
Sep 2026	Progress reports due — status of programs and first- and second-quarter attendance.	—
Oct – Dec 2026	—	**Contractor payment processing through the County vendor-payment cycle.**
Jan 31, 2027	Final reports due for the January 1 – December 31, 2026 contract cycle.	—

Reading the overlay. *Teal cells mark where the grant cycle intersects with procurement and compliance. The gap between Board approval in July and contractor payment in October through December reflects internal contract routing and the County vendor-payment cycle — the stage most often cited in the annual call to make award payments faster.*

Section 4 — Program Highlights & District Equity

FY2026 at a Glance

Measure	Value	Notes
Total Applications Received	321	Program record — up from 212 in FY2025
Total Eligible (to Panel)	217	208 general + 9 Veterans
Funded Applicants	200	191 general + 9 Veterans
Not Recommended	5	Below 70-point threshold
Combined Awards	$2,857,643	General + Veterans pools

Awards by Commission District

District	Awards	Total Funding	Equity Status
District 1	12	$144,858	Outreach Priority
District 2	12	$173,225	Outreach Priority
District 3	37	$623,003	
District 4	73	$1,112,285	
District 5	15	$130,509	Outreach Priority
District 6	50	$656,261	
District N/A	1	$17,500	
TOTAL	200	$2,857,643	

Geographic equity note. *Districts 1, 2, and 5 are identified as artistically under-resourced and receive bonus scoring points. The Allocation Committee recommends continued outreach to these districts and to higher education institutions ahead of the 2027 cycle.*

Section 5 — Veterans Creative Arts Pool

The Veterans Creative Arts pool was established by Commissioner Resolution No. 21-0282 as a dedicated $200,000 funding stream for organizations delivering creative arts programming to Fulton County veterans and their families. FY2026 is the inaugural cycle. Of 17 applications received, 9 were eligible and all 9 are recommended for funding under a separate scoring rubric. Awards total $200,146.

Organization	District	Score	Request	Award
Jazz Matters Inc.	6	100.00	$10,000	$9,800
Horizon Theatre Company Incorporated	4	100.00	$25,000	$24,500
Gateway Performance Productions	4	100.00	$50,000	$49,000
The Alchemy Sky Foundation, Inc.	6	99.50	$3,400	$3,332
Generation Infocus Foundation	4	99.00	$25,000	$24,500
Hammonds House Galleries	4	98.50	$12,500	$12,250
Atlanta Historical Society / Atlanta History Center	3	97.50	$50,000	$47,500
Caribbean American Cultural Arts Foundation	4	97.00	$11,225	$10,664
The Art Section, Inc.	2	93.00	$20,000	$18,600
TOTAL — 9 APPLICANTS		93–100	$207,125	$200,146

Section 6 — Awards by Category

The following table presents the formal vote record — all 200 funded applicants summarized by category, with the Veterans Creative Arts pool shown as a separate funding stream.

Funding Category	Funded	Requested	Final Award
Emerging Arts Fund (EAF)	10	$57,317	**$34,390**
Resource Provider	4	$133,000	**$71,800**
Small Arts Project (SAP)	6	$22,363	**$13,369**
Municipality	4	$120,600	**$57,918**
Individual Artist	35	$150,095	**$85,492**
OSF < $200K	28	$406,395	**$209,548**
OSF $200K–$699K	28	$1,108,482	**$597,495**
OSF $700K–$3M	16	$750,000	**$426,400**
OSF $3M+	5	$250,000	**$136,500**
PSF < $200K	13	$389,999	**$107,363**
PSF $200K–$699K	17	$699,400	**$390,393**
PSF $700K–$3M	12	$441,000	**$234,230**
PSF $3M+	13	$561,100	**$292,599**
★ Veterans Arts Services	9	$207,125	**$200,146**
COMBINED TOTAL	**200**	**$5,296,876**	**$2,857,643**

Section 7 — Application Overview

Category	Applications	Requested
Total Applications Submitted	321	$7,303,359.69
Eligible — General Pool	208	$5,147,251
Eligible — Veterans Pool	9	$207,125
Recommended for Funding	200	$2,857,643
Not Recommended (below threshold)	5	$56,600

Section 8 — Award Recipients at a Glance

The following list presents all 200 funded award recipients with funding category, district, request amount, and final award. Full project scopes and mission statements appear in the applicant profiles that follow.

Award Recipient	Category	Dist.	Request	Award
Wontanara INC	Emerging Arts Fund (EAF)	6	$7,125	**$4,275**
The BWVA Foundation	Emerging Arts Fund (EAF)	6	$5,000	**$3,000**
Monica Hogan Danceworks Inc.	Emerging Arts Fund (EAF)	4	$7,192	**$4,315**
Qreative Voices Inc	Emerging Arts Fund (EAF)	3	$5,000	**$3,000**
Renegade Theatre ATL, Inc.	Emerging Arts Fund (EAF)	4	$5,000	**$3,000**
LOSTINTHELETTERS	Emerging Arts Fund (EAF)	4	$8,000	**$4,800**
The Black Artists Dance Collective, Inc	Emerging Arts Fund (EAF)	4	$5,000	**$3,000**
Diverse Arts Now!	Emerging Arts Fund (EAF)	4	$5,000	**$3,000**
The Bakery Atlanta Incorporated	Emerging Arts Fund (EAF)	4	$5,000	**$3,000**
Therapeutic Artists Resource	Emerging Arts Fund (EAF)	6	$5,000	**$3,000**
Burnaway Inc	Resource Provider	4	$50,000	**$26,500**
Georgia Lawyers for the Arts, Inc.	Resource Provider	6	$50,000	**$25,000**
Hambidge Center for the Creative Arts and Sciences	Resource Provider	N/A	$25,000	**$17,500**
Roswell Organizational for Community Development	Resource Provider	2	$8,000	**$2,800**
Freeside Technology Spaces	Small Arts Project (SAP)	4	$2,000	**$2,000**
I Am Arts Foundation	Small Arts Project (SAP)	5	$4,770	**$2,719**
HBCYouth Foundation	Small Arts Project (SAP)	4	$5,000	**$2,650**
Burning Bones Physical Theatre	Small Arts Project (SAP)	6	$3,093	**$2,000**
Chopin Society of Atlanta	Small Arts Project (SAP)	1	$5,000	**$2,000**
Creative Hands Youth Project	Small Arts Project (SAP)	5	$2,500	**$2,000**
City of Chattahoochee Hills	Municipality	5	$20,000	**$12,000**
City of Sandy Springs	Municipality	2	$40,000	**$22,800**
City of Union City	Municipality	5	$10,600	**$5,618**
City of East Point	Municipality	6	$50,000	**$17,500**
Eboni Davis	Individual Artist	5	$5,000	**$3,300**
Renecia Harmon	Individual Artist	6	$5,000	**$3,300**
Deanna Sirlin	Individual Artist	2	$5,000	**$3,300**
Meredith White	Individual Artist	4	$5,000	**$3,300**
Immanuel Laidlaw	Individual Artist	6	$5,000	**$3,300**
Lisa Tuttle	Individual Artist	3	$2,910	**$1,921**
Megan Dahl	Individual Artist	4	$4,960	**$3,274**
Monique Gill	Individual Artist	6	$5,000	**$3,300**
Graham Shelor	Individual Artist	3	$5,000	**$3,250**
Lassana Kouyate	Individual Artist	5	$3,650	**$2,372**
Domonique Stanford	Individual Artist	6	$5,000	**$3,000**
Jasimine Pennywell	Individual Artist	6	$5,000	**$3,000**
Bolanle Pace	Individual Artist	4	$5,000	**$3,000**
Lanial Madden	Individual Artist	6	$5,000	**$3,000**
camisha butler	Individual Artist	6	$2,325	**$1,395**
EMMIOUS MARSHALL	Individual Artist	4	$2,500	**$1,500**
Afreen Khundmiri	Individual Artist	1	$5,000	**$3,000**
Brigette Wright	Individual Artist	5	$5,000	**$3,000**
Miya Bailey	Individual Artist	4	$3,500	**$2,100**
Althea Brown	Individual Artist	6	$5,000	**$3,000**

Award Recipient	Category	Dist.	Request	Award
Courtney Powell	Individual Artist	6	$5,000	**$3,000**
Kailyn Calloway	Individual Artist	6	$5,000	**$3,000**
Michaëlle Abraham	Individual Artist	6	$2,550	**$1,530**
Ashley January	Individual Artist	5	$5,000	**$3,000**
Aaron Monu	Individual Artist	4	$3,500	**$2,100**
DR Lasseter	Individual Artist	6	$5,000	**$3,000**
Samuel Carter	Individual Artist	2	$2,500	**$1,500**
Raquel Hill	Individual Artist	6	$5,000	**$1,750**
Georgette Baker	Individual Artist	5	$5,000	**$1,750**
Robert Barsky	Individual Artist	3	$5,000	**$1,750**
Shakira Reedus	Individual Artist	2	$5,000	**$1,750**
Darrien West	Individual Artist	6	$2,000	**$1,000**
majid araim	Individual Artist	6	$5,000	**$1,750**
Saniyah Thomas	Individual Artist	4	$2,400	**$1,000**
Aisha Mahmud	Individual Artist	3	$3,200	**$1,000**
Atlanta Community Symphony Orchestra	OSF < $200K	3	$4,777	**$2,723**
Bent Frequency Inc.	OSF < $200K	6	$12,000	**$6,840**
The Creatives Project INC	OSF < $200K	4	$15,000	**$8,550**
Gateway Performance Productions	OSF < $200K	4	$18,933	**$10,792**
CityDance, Inc.	OSF < $200K	3	$10,400	**$5,512**
Working Title Playwrights, Inc.	OSF < $200K	3	$15,000	**$7,950**
Atlanta Photography Group Inc	OSF < $200K	3	$15,000	**$7,950**
Djoli Kelen, Inc.	OSF < $200K	1	$24,733	**$13,108**
Atlanta Printmakers Studio	OSF < $200K	4	$10,000	**$5,300**
Manga African Dance, Inc.	OSF < $200K	4	$34,474	**$18,271**
Twinhead Theatre	OSF < $200K	4	$21,200	**$11,236**
B-Aware Foundation	OSF < $200K	4	$11,232	**$5,953**
The Object Group	OSF < $200K	4	$4,000	**$2,120**
The Piccadilly Puppets Company	OSF < $200K	3	$5,000	**$2,650**
Song of Atlanta Show Chorus	OSF < $200K	1	$16,030	**$8,496**
Metropolitan Atlanta Community Band	OSF < $200K	6	$5,662	**$3,001**
Dance Force, Inc.	OSF < $200K	4	$20,000	**$10,600**
Atlanta Listening Collaborative	OSF < $200K	3	$23,500	**$12,455**
The Essential Theatre, Inc.	OSF < $200K	4	$14,742	**$7,813**
Atlanta Concert Band	OSF < $200K	3	$3,000	**$2,000**
T. Lang Dance	OSF < $200K	6	$13,527	**$7,169**
Theatre du Reve, Inc.	OSF < $200K	4	$17,450	**$9,248**
Youth Ensemble of Atlanta, Inc.	OSF < $200K	4	$10,200	**$5,406**
Choral Guild of Atlanta, Inc.	OSF < $200K	1	$4,535	**$2,404**
The Trey Clegg Singers, Inc.	OSF < $200K	5	$20,000	**$10,600**
Atlanta Baroque Orchestra	OSF < $200K	3	$10,000	**$5,300**
Fly on a Wall, INC	OSF < $200K	4	$20,000	**$7,000**
Eyedrum Inc	OSF < $200K	4	$26,000	**$9,100**
TADA Foundation Inc	OSF $200K–$699K	3	$45,000	**$25,650**
Southeast Community Cultural Center d/b/a ArtsXchange	OSF $200K–$699K	6	$50,000	**$28,500**
Dashboard Co-op Inc	OSF $200K–$699K	4	$50,000	**$28,500**
Giwayen Mata, Inc.	OSF $200K–$699K	6	$50,000	**$28,500**
Phoenix Theatre Academy, Inc.	OSF $200K–$699K	4	$50,000	**$28,500**

Award Recipient	Category	Dist.	Request	Award
Seven Stages, Inc.	OSF $200K–$699K	4	$50,000	**$28,500**
Music in Common	OSF $200K–$699K	4	$50,000	**$28,500**
PushPush Arts	OSF $200K–$699K	5	$50,000	**$28,500**
Out On Film, Inc.	OSF $200K–$699K	6	$25,000	**$14,250**
Atlanta Celebrates Photography	OSF $200K–$699K	4	$50,000	**$28,500**
Whole World Theatre Company	OSF $200K–$699K	3	$50,000	**$28,500**
Johns Creek Symphony Orchestra Inc.	OSF $200K–$699K	1	$50,000	**$28,500**
Soul Food Cypher	OSF $200K–$699K	4	$50,000	**$26,500**
Franklin Pond Chamber Music, Inc.	OSF $200K–$699K	3	$10,000	**$5,300**
Alpharetta Symphony Orchestra, Inc.	OSF $200K–$699K	2	$34,482	**$18,275**
The Michael O'Neal Singers, Inc.	OSF $200K–$699K	2	$30,000	**$15,900**
BronzeLens Atlanta Film Festival	OSF $200K–$699K	6	$25,000	**$13,250**
African Diaspora Art Museum of Atlanta	OSF $200K–$699K	4	$24,000	**$12,720**
Flux Projects	OSF $200K–$699K	4	$35,000	**$18,550**
Dance Canvas, Inc.	OSF $200K–$699K	4	$50,000	**$26,500**
Arts Critic ATL Inc	OSF $200K–$699K	4	$20,000	**$10,600**
Georgia Ensemble Theatre	OSF $200K–$699K	2	$50,000	**$26,500**
Roswell Arts Fund, Inc	OSF $200K–$699K	1	$42,000	**$22,260**
Atlanta Workshop Players Inc.	OSF $200K–$699K	6	$50,000	**$26,500**
South Fulton Institute for Art, Culture and Environment	OSF $200K–$699K	6	$50,000	**$26,500**
Atlanta Dance Theatre	OSF $200K–$699K	1	$8,000	**$4,240**
Artportunity knocks, inc	OSF $200K–$699K	4	$40,000	**$14,000**
Caribbean American Cultural Arts Foundation	OSF $200K–$699K	4	$20,000	**$5,000**
Theatrical Outfit	OSF $700K–$3M	4	$50,000	**$30,000**
re:imagine/ATL	OSF $700K–$3M	4	$50,000	**$28,500**
Horizon Theatre Company Incorporated	OSF $700K–$3M	4	$50,000	**$28,500**
Museum of Design/Atlanta, Inc.	OSF $700K–$3M	3	$50,000	**$28,500**
Dad's Garage, Inc.	OSF $700K–$3M	4	$50,000	**$28,500**
Out of Hand Theater	OSF $700K–$3M	4	$50,000	**$28,500**
Actor's Express Inc	OSF $700K–$3M	6	$35,000	**$19,950**
Terminus Ballet, Inc.	OSF $700K–$3M	3	$50,000	**$28,500**
Atlanta Shakespeare Company	OSF $700K–$3M	4	$50,000	**$28,500**
Independent Media Artists / Atlanta Film Society	OSF $700K–$3M	4	$50,000	**$28,500**
Synchronicity Theatre Performance Group	OSF $700K–$3M	3	$50,000	**$28,500**
Atlanta Music Project, Inc.	OSF $700K–$3M	6	$50,000	**$28,500**
The Museum of Contemporary Art of Georgia	OSF $700K–$3M	3	$50,000	**$28,500**
Atlanta Contemporary Art Center	OSF $700K–$3M	6	$50,000	**$28,500**
True Colors Theatre Company	OSF $700K–$3M	6	$50,000	**$26,500**
Art Farm	OSF $700K–$3M	5	$15,000	**$7,950**
High Museum of Art	OSF $3M+	3	$50,000	**$28,500**
Center for Puppetry Arts, Inc.	OSF $3M+	3	$50,000	**$28,500**
Atlanta Jewish Film Society, Inc.	OSF $3M+	5	$50,000	**$26,500**
Alliance Theatre	OSF $3M+	3	$50,000	**$26,500**
Robert W. Woodruff Arts Center / Atlanta Symphony Orchestra	OSF $3M+	3	$50,000	**$26,500**
gloATL Inc	PSF < $200K	6	$25,000	**$15,000**
Dancical Productions, Inc.	PSF < $200K	6	$16,000	**$9,120**
Joel Chandler Harris Association / Wren's Nest	PSF < $200K	4	$10,000	**$5,700**
Atlanta Freedom Marching Band, Inc.	PSF < $200K	3	$11,500	**$6,555**

Award Recipient	Category	Dist.	Request	Award
SIDEWAYS Contemporary Dance Co.	PSF < $200K	3	$20,000	$11,400
ShowAbility (Myrna Clayton)	PSF < $200K	4	$10,000	$5,300
Young Generation Movement, INC.	PSF < $200K	5	$25,000	$13,250
the creative academy inc	PSF < $200K	6	$22,500	$11,925
Learning In Color Corporation	PSF < $200K	3	$20,000	$10,600
The Atlanta Wind Symphony	PSF < $200K	1	$9,919	$5,257
R2ISE, inc.	PSF < $200K	4	$19,950	$6,982
A Lady Named Pearl Foundation, Inc	PSF < $200K	3	$8,280	$2,898
Beacon Dance Company	PSF < $200K	4	$13,500	$3,375
Atlanta Festival Academy, Inc.	PSF $200K–$699K	1	$50,000	$30,000
staibdance	PSF $200K–$699K	3	$24,500	$14,700
Ballethnic Dance Company, Inc.	PSF $200K–$699K	6	$50,000	$28,500
drawchange Inc	PSF $200K–$699K	4	$50,000	$28,500
Camp Village, Inc.	PSF $200K–$699K	6	$50,000	$28,500
Grow Your World	PSF $200K–$699K	4	$40,000	$22,800
Enrich Kids Now / Youth Enrichment Services	PSF $200K–$699K	6	$50,000	$28,500
Johns Creek Chamber of Commerce	PSF $200K–$699K	1	$35,000	$19,950
Radio Free Georgia Broadcasting Organization, Inc.	PSF $200K–$699K	4	$40,000	$22,800
Georgia Radio Reading Service, Inc.	PSF $200K–$699K	6	$50,000	$28,500
Generation Infocus Foundation	PSF $200K–$699K	4	$50,000	$28,500
Atlanta Young Singers of Callanwolde, Inc.	PSF $200K–$699K	4	$50,000	$28,500
Autrey Mill Nature Preserve Association	PSF $200K–$699K	1	$9,900	$5,643
Black Collegiate Gaming Association, Inc.	PSF $200K–$699K	3	$50,000	$26,500
Praise House Project Inc.	PSF $200K–$699K	4	$50,000	$26,500
Cabbagetown Initiative	PSF $200K–$699K	4	$25,000	$13,250
3D Girls, Incorporated	PSF $200K–$699K	4	$25,000	$8,750
Los Ninos Primero Inc	PSF $700K–$3M	2	$50,000	$30,000
William Breman Jewish Heritage Museum	PSF $700K–$3M	3	$50,000	$28,500
VOX Teen Communications	PSF $700K–$3M	4	$50,000	$28,500
Fresh Films	PSF $700K–$3M	6	$50,000	$28,500
Historic District Development Corporation	PSF $700K–$3M	4	$15,000	$7,950
Harvest Rain Early Learning Academy	PSF $700K–$3M	5	$15,000	$7,950
Quality Living Services, Inc.	PSF $700K–$3M	6	$6,000	$3,180
Music Education Group (MEG)	PSF $700K–$3M	4	$50,000	$26,500
Silence the Shame Inc.	PSF $700K–$3M	4	$45,000	$23,850
Restore Life, Inc.	PSF $700K–$3M	6	$50,000	$26,500
The Lionheart Life Center, Inc.	PSF $700K–$3M	2	$10,000	$5,300
P.O.W.E.R Atlanta Inc	PSF $700K–$3M	4	$50,000	$17,500
The Atlanta Opera	PSF $3M+	3	$50,000	$28,500
Fulton County Schools Teaching Museum	PSF $3M+	6	$49,800	$26,394
Historic Oakland Foundation	PSF $3M+	4	$50,000	$26,500
Atlanta Botanical Garden, Inc.	PSF $3M+	3	$48,000	$25,440
Atlanta Ballet	PSF $3M+	6	$50,000	$26,500
City Springs Theatre Company	PSF $3M+	2	$50,000	$26,500
Atlanta Historical Society / Atlanta History Center	PSF $3M+	3	$50,000	$26,500
Atlanta Educational Telecommunications Collaborative	PSF $3M+	3	$50,000	$26,500
Fox Theatre Inc.	PSF $3M+	4	$35,500	$18,815
Children's Museum of Atlanta	PSF $3M+	6	$50,000	$26,500
Atlanta BeltLine Partnership, Inc.	PSF $3M+	3	$50,000	$26,500

Award Recipient	Category	Dist.	Request	Award
Boys & Girls Clubs of Metro Atlanta	PSF $3M+	4	$10,000	**$3,500**
Grove Park Foundation, Inc.	PSF $3M+	6	$17,800	**$4,450**
Jazz Matters Inc.	Veterans Arts Services	6	$10,000	**$9,800**
Horizon Theatre Company Incorporated	Veterans Arts Services	4	$25,000	**$24,500**
Gateway Performance Productions	Veterans Arts Services	4	$50,000	**$49,000**
The Alchemy Sky Foundation, Inc.	Veterans Arts Services	6	$3,400	**$3,332**
Generation Infocus Foundation	Veterans Arts Services	4	$25,000	**$24,500**
Hammonds House Galleries	Veterans Arts Services	4	$12,500	**$12,250**
Atlanta Historical Society / Atlanta History Center	Veterans Arts Services	3	$50,000	**$47,500**
Caribbean American Cultural Arts Foundation	Veterans Arts Services	4	$11,225	**$10,664**
The Art Section, Inc.	Veterans Arts Services	2	$20,000	**$18,600**
TOTAL — 200 FUNDED			**$5,119,426**	**$2,857,643**

Section 9 — Applicant Profiles

Profiles for all 200 funded applicants, organized by funding category. Each profile shows district, panel score, request, final award, mission, and scope of services. The Veterans Creative Arts pool appears as a dedicated category at the end.

Emerging Arts Fund (EAF) — 10 funded

Wontanara INC — $4,275

District 6 · Panel Score 98.75 · Request $7,125 · Award $4,275

Mission: Our mission is to transform public schools, underserved communities, and underprivileged populations through the healing power of cultural arts, youth mentorships, entrepreneurship resilience and education, and artist development.

Scope of Services: To provide a year-round after-school arts education program serving youth ages 6-17 in Fulton and South Fulton County from January 2026 through December 2026, offering weekly instruction in drumming, dance, music, and cultural arts at partner schools and community facilities. The program will culminate in two public youth showcase performances: one in May 2026 following the spring session and one in December 2026 following the fall session. In addition, Wontanara Inc. will present a six-week Teen Summer Arts Camp from June through July 2026 at Southwest Arts Center and the Andrew & Walter Young Family YMCA, serving teens ages 13-17. All programming will take place at ADA-accessible facilities within Fulton County.

The BWVA Foundation — $3,000

District 6 · Panel Score 96.50 · Request $5,000 · Award $3,000

Mission: The BWVA Foundation cultivates support and advancement for Black womxn arts workers to establish lasting equity in visual art spaces and the greater cultural landscape.

Scope of Services: BWVAF Guest Curator Program will provide 2 emerging Black female curators an opportunity to curate an exhibition and artist talk at Echo Contemporary and Day and Night Projects exhibition spaces June 25 - July 31, 2026. BWVAF will offer mentorship and guidance with the production of the exhibition and provide a stipend and visibility for emerging curators.

Monica Hogan Danceworks Inc. — $4,315

District 4 · Panel Score 96.50 · Request $7,192 · Award $4,315

Mission: Inspiring creativity and community through movement. Our mission is to contribute to the vibrancy of our community by facilitating transformative experiences that celebrate, educate, elevate, and expand the art of contemporary dance.

Scope of Services: To support the creative development of new choreographic work from early and emerging Atlanta choreographers (May 2026 - October 2026); To offer one (1) open rehearsal followed by a talkback open to the community, held at Motus Dance and targeting residents in Fulton County (September 2026); To present the new choreographic works in a concert of two (2) performances that target residents in Fulton County (October 2026)

Qreative Voices Inc — $3,000

District 3 · Panel Score 95.00 · Request $5,000 · Award $3,000

Mission: Qreative Voices' mission is to amplify, preserve, and protect Queer Southern narratives by bridging the gap between a reading and a workshop by bringing stories to life on the stage.

Scope of Services: To produce and present Lavender Fest, an annual multidisciplinary LGBTQ+ performing arts festival, at Out Front Theatre Company in West Midtown. To curate and present musicals, plays, solo shows, and new works with a focus on Southern stories to audiences living in Fulton County and the surrounding area. To compensate participating artists and provide public-facing arts programming that increases visibility, professional opportunity, and audience access for LGBTQ+ creatives.- Project dates: August 5th - 9th, 2026.

Renegade Theatre ATL, Inc. — $3,000

District 4 · Panel Score 95.00 · Request $5,000 · Award $3,000

Mission: Renegade Theatre Company's mission is to create performances that upend tradition and celebrate the nuances and eccentricities of the human experience within our community.

Scope of Services: To present a full-length musical with live orchestra for a series of eight (8) performances targeting residents in Fulton County. Performances will be held in September 2026 at our black box space in Virginia-Highland Church, where we are currently in-residence. Admission to all performances will be free of charge in a fully accessible space.

LOSTINTHELETTERS — $4,800

District 4 · Panel Score 94.75 · Request $8,000 · Award $4,800

Mission: Lostintheletters builds and sustains Atlanta's literary community as a place of vital creative communication and exchange by providing inclusive, community-based writing programs that center education and literacy empowerment, including a writers' studio, reading series, generative workshops, and the annual Letters Festival.

Scope of Services: To present a two-day creative writing festival, featuring renowned authors and artists from Fulton County and around the U.S. that includes live readings, writing workshops, film screening, performances, and a book fair with literary publishers, designed to inspire Fulton County residents to read, write, and create more. The festival will happen at the Goat Farm Arts Center on Friday, November 13, and Saturday, November 14, 2026.

The Black Artists Dance Collective, Inc — $3,000

District 4 · Panel Score 94.50 · Request $5,000 · Award $3,000

Mission: The mission of The Black Artists Dance Collective is to connect Atlanta's BIPOC Dance Community to resources and opportunities through education and community engagement.

Scope of Services: This program provides a tuition-free Summer Dance Intensive from July 13-25, 2026, for youth ages 13-18 who reside in the Metro Atlanta area. Dance classes and college auditions will take place at City Dance and Music Academy, with the final showcase performance at Spelman College's Mary Schmidt Campbell Center for Innovation and the Arts. Community dance masterclasses for all ages will be offered during the intensive and will also take place at Spelman College.

Diverse Arts Now! — $3,000

District 4 · Panel Score 94.50 · Request $5,000 · Award $3,000

Mission: The mission of Diverse Arts Now! is to inspire, educate, challenge, amaze, and empower artists and audiences, in order to make the public a more conscious and compassionate community.

Scope of Services: to provide a six-week, weekend Improv workshop series for 24 Fulton County Commission District 4 youths ages 12-14 in August and September, 2026. Each week, students will engage in a 3-hour workshop at the Comedy El Dorado Theater or Onward Theater. During the program, students will engage in an Enrichment Outing to Dad's Garage, in which they will experience professional Improv.

The Bakery Atlanta Incorporated — $3,000

District 4 · Panel Score 93.75 · Request $5,000 · Award $3,000

Mission: The Bakery Atlanta's mission is to broaden awareness of, and build community around, progressive ideas in the arts

Scope of Services: The Contractor shall maintain, update, and publicly provide access to five free digital arts resources throughout the 2026 contract period via The Bakery Atlanta’s online platforms. Services include the ongoing management and promotion of: (1) the Artist Directory, a searchable listing of artists, collectives, organizations, and creative businesses; (2) the Opportunities Page, featuring current and archived calls for artists, grants, residencies, and related opportunities; (3) Grumpy’s Guide, a weekly curated listing of arts and cultural events; (4) the Arts + Culture Map, an interactive directory of arts and community spaces; and (5) AltGaze, a local arts and culture blog. Resources should be updated on a weekly and/or monthly basis as appropriate and promoted through the organization’s website, social media channels, and email communications. The Contractor shall provide staffing, software, and administrative support necessary to ensure the continued accessibility, accuracy, and functionality of these digital resources for Fulton County artists, creatives, and residents. Services include website administration, content updates, resource curation, and audience engagement activities designed to maintain and expand public utilization of the resources throughout the contract term.

Therapeutic Artists Resource — $3,000

District 6 · Panel Score 91.50 · Request $5,000 · Award $3,000

Mission: TAR's mission is to empower and activate individuals to pursue their artistic goals by making available physical and healing resources to make art and therapeutic experiences accessible, sustainable, and connected.

Scope of Service: To host a 3-day Therapeutic Art Party (TAP) in November 2026 featuring 10-15 interactive installations, 10+ performers, and 15+ gallery artists. To offer five selected installation artists three months starting in August, of individual and group support and a shared dedicated studio space as they co-develop a multi-chamber installation that expands the evolving TAP series created by the 2026 TAR Resident Artists Cohort. To provide public access to the TAR Studio with an interactive art altar and open hours throughout FY26. To host monthly TAR Community Collective meetings, quarterly community activation events, and free or reduced-cost arts-based therapeutic workshops and resources year-round.

Resource Provider — 4 funded

Burnaway Inc — $26,500

District 4 · Panel Score 90.00 · Request $50,000 · Award $26,500

Mission: Our mission is to support and promote Atlanta's cultural landscape through consequential art writing and training new art personnel to build a diverse, equitable arts ecosystem

Scope of Services: To provide educational programs and public talks fostering new voices for Fulton County artists (All year). To support an incubator for arts writers (June-August). To support a free publication covering Atlanta and Southern contemporary art for 2M+ readers (All year). To produce a podcast and video series (All year). To host Book//Zine 002, an art book and zine fair (Fall). To publish an anthology of emerging art writing (June-December). To commission Fulton County artists through reviews, essays, and projects (All year).

Georgia Lawyers for the Arts, Inc. — $25,000

District 6 · Panel Score 88.00 · Request $50,000 · Award $25,000

Mission: GLA's Mission is to further creativity by protecting and advising Georgia's artists. GLA's Vision is to create an environment where all artists have access to essential legal services.

Scope of Services: Provide $4.5 million in pro bono legal services to thousands of Fulton County artists and arts organizations

Hambidge Center for the Creative Arts and Sciences — $17,500

District N/A · Panel Score 80.50 · Request $25,000 · Award $17,500

Mission: Hambidge's mission is to nurture creativity in all walks of life, beginning with its Creative Residency Program, which supports artists at pivotal moments in their creative journeys.

Scope of Services: To provide nine (9) two-week Fellowships to Fulton County artists as part of Hambidge's ongoing Creative Residency Program between January 1 and December 31, 2026.

Roswell Organizational for Community Development — $2,800

District 2 · Panel Score 78.00 · Request $8,000 · Award $2,800

Mission: The Roswell Organization for Community Development, Inc. (ROCD) mission is to promote programs that support Healthy Communities in greater North Fulton County.

Scope of Services: To provide professional development and research services for musicians throughout Fulton County from April 2026 through December 2026. TBR will conduct a series of educational workshops on budgeting, financial planning, tax preparation, accounting practices, and contract literacy for musicians at accessible venues throughout Fulton County. TBR will also develop and maintain a referral database of legal and financial professionals to support musicians with contracts, copyright issues, and financial negotiations, and facilitate collaborative networking opportunities. From October 2026 through December 2026, TBR will conduct surveys, interviews, and focus groups with professional musicians in Metro Atlanta to assess industry needs and inform future support programs.

Small Arts Project (SAP) — 6 funded

Freeside Technology Spaces — $2,000

District 4 · Panel Score 96.00 · Request $2,000 · Award $2,000

Mission: To provide resources in the form of classes, collaborative projects, workspace, high-quality equipment, and community activities that support endeavors in artisanship and foster personal growth, artistic expression, and mental wellness via craftsmanship and creativity.

Scope of Services: To host a series of art and maker classes at our SW Atlanta makerspace, located between Hammond Park, Glenrose Heights, and Hapeville. Grant and matching funds will subsidize ~70% of normal class costs, ensuring accessible student rates of ~$5-$50 (regularly $15-$175) and professional wages for Artist-Teachers. Classes will cover diverse artistic mediums-such as woodworking, ceramics, and sewing-targeting novice to intermediate skills. This project increases community arts engagement by offering ~16 classes, providing quality instruction for ~75 Fulton County residents and paid teaching opportunities for ~8 Artists. This Scope of Service provides a subsidized pathway for citizens to affordably pursue artistic knowledge, fostering creative growth and craftsmanship. (July-Dec 2026)

I Am Arts Foundation — $2,719

District 5 · Panel Score 96.00 · Request $4,770 · Award $2,719

Mission: The mission of The I AM ARTS Foundation is to provide youth in Fulton County, Georgia with a platform for personal expression, cultural awareness, and social development through artistic creation and service learning.

Scope of Services: The I AM ARTS Community Showcase & Concert is a culminating performance experience designed to highlight the artistic growth, discipline, and creative expression of youth artists participating in I AM ARTS programming. The project will take place over a developmental period from February 1- May 16, 2026. The event will be held at the Southwest Arts Center Theater. The final showcase will celebrate youth achievement while providing a performance opportunity that emphasizes cultural awareness, collaboration, and artistic excellence. Families, educators, and community members will be invited to attend, creating a shared experience that affirms the value of arts education and showcases the talent of young artists across Fulton County.

HBCYouth Foundation — $2,650

District 4 · Panel Score 90.60 · Request $5,000 · Award $2,650

Mission: HBCYouth Foundation's mission is to expand access to high-quality education, arts enrichment, and workforce development opportunities for young people by delivering culturally relevant programming that provides early exposure to higher education and creates meaningful pathways for student leadership and community impact.

Scope of Services: Camp HBCYouth will present Camp HBCYouth Art Week: Tri-Campus Fulton County Initiative, a weeklong arts enrichment program for youth ages 5-12 hosted across three Historically Black College and University campuses in Fulton County. Programming will take place during the last week of June 2026 and will include daily visual arts instruction, hands on creative workshops, and cultural arts exploration led by professional teaching artists and trained HBCU student staff. Youth will participate in activities such as painting, design, and creative expression while gaining early exposure to higher education through an arts focused learning experience.

Burning Bones Physical Theatre — $2,000

District 6 · Panel Score 85.00 · Request $3,093 · Award $2,000

Mission: Burning Bones is drawn to the weird and wonderful, we develop daring artists, create audacious performance art, and invite audiences to wander with us past the present possibilities of what live performance can be.

Scope of Services: "Feminist Fatigue & Masc," by Burning Bones Physical Theatre, will specifically explore the different demands, pleasures, limitations, opportunities, and satisfactions ascribed in our culture to different genders. The work will create a powerful juxtaposition while also providing opportunities to witness where these identities overlap, collapse, and transgress while being simultaneously in concert and in conflict, resulting in a powerful liminal space between and beyond meaning. This work will premiere in Fulton County over two consecutive weekends with six (6) performances in late August and early September. This is an original full-length work of butoh and physical theatre, with all original choreography and text.

Chopin Society of Atlanta — $2,000

District 1 · Panel Score 76.30 · Request $5,000 · Award $2,000

Mission: CSA's mission focuses on enriching children's education and comes from the belief that music increases young people's intellectual abilities and stirs their imagination.

Scope of Services: To present a classical music piano recital by a prize-winning international pianist, Piotr Alexewicz, on March 20, 2026, at the Woodruff Art Center, and piano Master Classes by the same pianist.

Creative Hands Youth Project — $2,000

District 5 · Panel Score 75.30 · Request $2,500 · Award $2,000

Mission: Our mission is to empower and inspire youth by equipping them with hands-on creative skills that foster self-sufficiency and entrepreneurial success.

Scope of Services: The Creative Hands Youth Project empowers youth through hands-on creative arts and life-skills training. Services include instruction in sewing, garment construction, hat making, crochet, jewelry design, and canvas painting. The program promotes

workforce readiness through entrepreneurship basics, portfolio development, teamwork, and professional skills. Youth development focuses on confidence building, communication, problem-solving, and goal setting. Programs are offered through after-school sessions, summer camps, workshops, and community partnerships. Creative Hands also provides customized programs for various age groups and skill levels, encouraging creativity, self-expression, and positive community engagement.

Municipality — 4 funded

City of Chattahoochee Hills — $12,000

District 5 · Panel Score 104.00 · Request $20,000 · Award $12,000

Mission: The mission of the City of Chattahoochee Hills Cultural Arts Pilot Program is to provide inclusive, high-quality arts education and cultural experiences that reflect local talent, celebrate rural heritage, and strengthen community cohesion.

Scope of Services: The Cultural Arts Program delivers multidisciplinary arts instruction - including visual arts, heritage music, and dance - through classes, workshops, demonstrations, youth sessions, and public showcases at Cedar Grove Community Center and the City Hall Art Room. Services include curriculum development, artist recruitment, community outreach, ADA-accessible programming, evaluation, and cultural exhibitions. The program provides high-quality instruction led by professional artists, fosters intergenerational engagement, and expands access to arts experiences for rural and underserved communities across South Fulton.

City of Sandy Springs — $22,800

District 2 · Panel Score 97.00 · Request $40,000 · Award $22,800

Mission: The Mission of the City of Sandy Springs is to deliver high-quality public services, foster sustainable growth, and enhance the community's overall quality of life.

Scope of Services: The City's 2026 Signature Events program brings residents of all ages, backgrounds, and cultures together to experience creativity and learning through accessible performances and community events. Through live music, theater, dance, and interactive cultural activities, these programs create opportunities for discovery, participation, and cultural enrichment in both indoor and outdoor public spaces. By presenting nationally recognized artists alongside inclusive community events, the City ensures that the arts remain welcoming and accessible to all residents.

City of Union City — $5,618

District 5 · Panel Score 91.50 · Request $10,600 · Award $5,618

Mission: With a mission to plan and organize growth through innovative municipal services and programs, Union City is committed to delivering a high quality of life.

Scope of Services: -To host a Hispanic Heritage Month Event, Cultura Y Sabor, celebrating hispanic heritage through live music, dance performances, food, local businesses, and activities. -Movies By Moonlight will be a family friendly outdoor film series where residents can gather to enjoy movies under the stars. Food vendors ill be available from local businesses. This will be the first time attempting this event so we are starting with two between June-August due to weather concerns during later months. -To host a Holiday Cantata, a seasonal theatrical and musical performance designed for families.

City of East Point — $17,500

District 6 · Panel Score 87.50 · Request $50,000 · Award $17,500

Mission: The City of East Point's mission statement is: "To provide exceptional city services that enhance the quality of life in the City of East Point."

Scope of Services: ENGAGE EAST POINT is an annual planned series of immersive free community arts events celebrating diversity which targets the residents of South Fulton throughout the months of June to November 2026. Programming and installations will be held at the natural amphitheater on the front lawn of East Point City Hall as well as online via Facebook live and EPTV cable channel. Programming is tentatively planned for June 2026 (Drag Down South) Female Impersonation Showcase, October 2026 (Standing Peachtree Festival) 2-Day Native American Heritage Pow Wow, and November 2026 (Día de los Muertos) Traditional Spanish Heritage Celebration. Programming for each event will include but not be limited to music, dance, food, and visual art in a space accessible to all with accessible amenities.

Individual Artist — 35 funded

Eboni Davis — $3,300

District 5 · Panel Score 103.75 · Request $5,000 · Award $3,300

Artist Statement: My work as an artist is shaped first by my lineage. I am the daughter and granddaughter of Black women whose strength, intuition, and spiritual resilience form the foundation of everything I create. I am also deeply influenced by the revolutionary artists who used storytelling as a tool for liberation such as James Baldwin, Toni Morrison, Maya Angelou, as well as the griots, healers, and spiritual leaders across the Black diaspora whose traditions continue to guide me. Their work taught me that art is not merely aesthetic; it is a portal into truth, memory, and collective healing. My past work has always centered storytelling as a pathway home. My memoir, DAUGHTER, was written as a blueprint for the healing of Black women and reflects my own journey reclaiming identity, agency, and voice. These experiences directly inform my current project, the DAUGHTER documentary. The film bridges personal narrative with collective memory, weaving my journey from Seattle to New York, Los Angeles, Ghana, Atlanta, and Paris into a story about what it means for a Black woman to reclaim authorship of her own life. The locations mirror the internal landscape of homecoming, just as my earlier writing and wellness work created containers for others to meet themselves more deeply. Everything I have done creatively, from portrait work to poetry to my Birthright travel programming, has prepared me to tell this story with depth, clarity, and integrity. This project is not just an artistic milestone; it is a continuation of my life's purpose: to help Black women return home to themselves.

Scope of Services: To provide free screenings of the DAUGHTER documentary and book at schools across Fulton County from September-December 2026. Screenings will be paired with guided discussions centered on wellness, self-esteem, and narrative empowerment for Black girls and young women.

Renecia Harmon — $3,300

District 6 · Panel Score 102.60 · Request $5,000 · Award $3,300

Artist Statement: My journey as a textile artist and educator is deeply rooted in family legacy, cultural heritage, and a passion for sustainable creativity. The earliest influence on my work came from my grandmother's sewing room, where curiosity and necessity sparked a lifelong love for making. My mother's encouragement to read the pattern and follow the instructions instilled in me the value of self-reliance and creative problem-solving. These foundational experiences, combined with a love for vibrant colors, classic design, and Afrocentric patterns, continue to shape my artistic vision.

Scope of Services: To present basic sewing and design principles through a series of Kids Design and Sewing camps for youth ages 9-17 at Push Push Arts/Diamond Community Room in College Park, GA from June 8,2026-July 17, 2026

Deanna Sirlin — $3,300

District 2 · Panel Score 102.50 · Request $5,000 · Award $3,300

Artist Statement: This new artwork represents a critical evolution in my practice by combining immersive light and color experiences with explicit engagement with environmental and social concerns through collaboration and video art. It allows me to expand my technical repertoire, explore innovative materials that respond to light and weather, and push the boundaries of site-specific installation.

Scope of Services: To present and create a new artwork/video, "Intimate Distance." This collaborative work with a performer, a video programmer, a poet and a composer will be presented in a location in Alpharetta and will include an artist talk as well as additional venues in Fulton County in Fall 2026.

Meredith White — $3,300

District 4 · Panel Score 102.00 · Request $5,000 · Award $3,300

Artist Statement: Meredith White is an Atlanta-based nonbinary artist who works with objects of many kinds - wearable textile collections, billboards, candles, illustration, quilts, skate decks, editorial campaigns, and more. Their work is rooted in slowness, a genuine curiosity for the land and animals, and self-love that expands the ability for communal love. They have worked with clients such as HBO's Betty, VISA, The High Museum of Art, Vogue Italy, Hayley Williams, Concrete Jungle, Billboard Magazine, Andy Shauf, the Atlanta Hawks, New Yorker Magazine, Sierra Club, Tropico Photo, Atlanta Magazine, and Living Walls.

Scope of Services: Immersive multisensory installation weaving illustration, projection mapping, music, and interactive elements to foster public reflection, connection, and emotional regulation. Deployed at Goat Farm Arts Center's LOOP and six community sites across Fulton County from May to November 2026

$3,300

Immanuel Laidlaw

District 6 · Panel Score 101.75 · Request $5,000 · Award $3,300

Artist Statement: As an artist, my creative vision is deeply rooted in storytelling as a catalyst for positive change. I transcend conventional narrative boundaries to forge meaningful connections between people and organizations, with a central focus on empowering youth, who I believe are the future leaders and changemakers shaping our society.

Scope of Services: To present four photography workshops for youth and young adults ages 14-24 at Sovereign Sounds in East Point, Georgia, from June through December 2026, covering technical skills, creative development, and entrepreneurial fundamentals.

Lisa Tuttle — $1,921

District 3 · Panel Score 101.50 · Request $2,910 · Award $1,921

Artist Statement: My artistic practice is best described as conceptual and employs mixed media. I create interdisciplinary art projects, photo-based mixed media artworks, public art engagements and artist books. A research-based approach shapes my work. Art is a way of thinking about the world, and my studio is a place of reflection. I draw inspiration from historical archives and literature, often collaborating with historians, poets, writers, and musicians to create projects. Using multiple mediums - such as photography, drawing, painting, and digital tools - I construct images by layering old photographs and illustrations. Much of my work is centered on women and, at times, explores the history of the American South, often the ways my own family has intersected.

Scope of Services: Paper Quilts and Stories will be a solo exhibition of new artworks by Lisa Tuttle, curated by Julia Fenton, at Gallery 100, Atlanta. Outreach programming will include artist and curator talks and organized public tours. On view June 11 - September 3, 2026.

Megan Dahl — $3,274

District 4 · Panel Score 101.00 · Request $4,960 · Award $3,274

Artist Statement: I'm Megan Dahl, an award-winning filmmaker based in Fulton County for the last 15 years. My work as an artist centers around real-lived experiences, women of all ages grappling with their life choices, relationships, and drive, and finding the heart of love and friendship that lives deep within us. Through these themes I have Produced and worked on several narrative projects like All Dirt Roads Taste of Salt (feature, A24/Pastel), Lily's Mirror (short, Handsome Chance Films), Directed the documentary short film TESSA, and written and am developing a new narrative feature called All of Hell and Half of Texas, while pouring creativity and energy into many other artists' films and projects over the years. Filmmaking is a community-based art form and through my career, I felt a void in support for that community and wanted to create a film salon to foster it right here where I live, work, and create.

Scope of Services: To curate a block of films Nov 2025-Jan 2026 from local and diverse filmmakers and screen with discussion afterwards at the Plaza Theatre on February 15, 2026, free and accessible to the public. If successful, I hope to make this event recurring and a way to showcase local artists and their work.

Monique Gill — $3,300

District 6 · Panel Score 100.30 · Request $5,000 · Award $3,300

Artist Statement: My work as an artist and curator is deeply influenced by storytelling, emotional truth, and the role of community in shaping identity. A foundational influence on my practice is The Bluest Eye by Toni Morrison. I encountered the novel during a period of self-reflection, as I revisited my own childhood experiences growing up in a single-parent household. Morrison's portrayal of a young Black girl internalizing harm due to societal perceptions of beauty and worth resonated profoundly with my own struggles with self-worth and mental health, as well as stories shared by family members, peers, and students I have taught. The novel illuminated how deeply community, language, and environment can either nurture or erode a child's sense of self.

Scope of Services: To present a series of three 4-hour emotional literacy and film production workshops for youth ages 10-15 across Fulton County from June-August 2026, building confidence, storytelling skills, and interest in The Bluest Space Youth Film Intensive.

Graham Shelor — $3,250

District 3 · Panel Score 100.00 · Request $5,000 · Award $3,250

Artist Statement: My practice of using improvisation to build collective liberation is evident in my previous project, NOISE REDUCTION. This work served as an incubator for radical somatic practices; for example, I utilized scores where dancers verbally cued each other to manipulate choreographed material in real-time, proposing new ways for people to communicate. My current project, KERNEL

(premiering June 2026), evolves this research by examining the wellness industry. By composing improvisational "rules" that dictate permitted movement, dancers physically experience what it means to be persuaded by-or to resist-a constructed reality.

Scope of Services: To present a new contemporary dance performance by Graham Shelor Dance Company to the general public at Moving In The Spirit's Beam Theater on June 19th and 20th, 2026.

Lassana Kouyate — $2,373

District 5 · Panel Score 100.00 · Request $3,650 · Award $2,373

Artist Statement: As an artist and culture bearer from a griot family line originating in Mali, my West African heritage has greatly influenced my work. Griots or Djélis remind communities of their ancestry, of events, places, migration and traditional values, which are important for shaping collective identities. Imagine experiencing the vibrant heartbeat of West Africa, not through a static presentation, but through a dynamic tapestry of movement, music, and ancestral narratives. African heritage is not just a performance; it's a transformative journey into the soul of a region where diverse ethnicities, rich folk traditions, and enduring legacies intertwine. My main influences spanning across West Africa delve into the profound impact of forced relocation, the echoes of ancient empires, and the unifying threads of kinship that bind communities together.

Scope of Services: To present a multidisciplinary activation October 9-11, centering visual art, shared stories, dance, and wellness, to foster cultural connection within underserved communities lacking exposure to traditional West African arts.

Domonique Stanford — $3,000

District 6 · Panel Score 99.50 · Request $5,000 · Award $3,000

Artist Statement: My work is grounded in textile traditions such as material archives, carriers of memory, cultural history, and transformation. I draw from African diasporic textile practices, Southern Black quilting traditions, and contemporary approaches to collage and assemblage, integrating these influences into a studio practice attentive to construction, layering, and formal composition. My background in fashion and costume design informs me of a disciplined approach to scale, structure, and the physical labor of making.

Scope of Services: To create a new body of oil paintings centered on women in horticulture and present the work in a free public exhibition in Fulton County, with project development occurring January-October 2026 and a two-week exhibition in November 2026.

Jasimine Pennywell — $3,000

District 6 · Panel Score 99.25 · Request $5,000 · Award $3,000

Artist Statement: My work is grounded in textile traditions such as material archives, carriers of memory, cultural history, and transformation. I draw from African diasporic textile practices, Southern Black quilting traditions, and contemporary approaches to collage and assemblage, integrating these influences into a studio practice attentive to construction, layering, and formal composition. My background in fashion and costume design informs me of a disciplined approach to scale, structure, and the physical labor of making.

Scope of Services: To create a new body of textile-based artwork using the Hooligan Method and present a public exhibition with an artist talk in Fulton County between January and December 2026.

Bolanle Pace — $3,000

District 4 · Panel Score 99.25 · Request $5,000 · Award $3,000

Artist Statement: My work explores beauty, joy, and emotional restoration through the transformative possibilities of paper. Using simple materials- paper, scissors, glue- I create sculptural forms, floral installations, wearable pieces, and immersive environments that celebrate softness, resilience, and the power of imagination. What begins as a flat sheet becomes something alive, dimensional, and expressive; this metaphasis mirrors the emotional and spiritual shifts that art can inspire in the viewer.

Scope of Services: Design and deliver five-session multigenerational arts program using paper based therapy and wearable art workshops, including curriculum development, instruction, materials preparation, facilitation, community engagement, documentation, and reporting from March - November 2026.

Lanial Madden — $3,000

District 6 · Panel Score 98.30 · Request $5,000 · Award $3,000

Artist Statement: Storytelling is one of the most powerful tools for advancing understanding, connection, and collective well-being. My artistic practice is rooted in the belief that narrative, when thoughtfully crafted and performed, can transform complex health concepts into meaningful, accessible experiences that resonate across communities. I work at the intersection of health and the arts, where creative expression serves as both an artistic medium and a catalyst for dialogue, reflection, and empowerment.

Scope of Services: To present a literary arts and community engagement project for Fulton County residents from May through December 2026, including the publication of a children's book and three public, interactive reading and creative arts workshops hosted in Southwest Fulton County.

Camisha Butler — $1,395

District 6 · Panel Score 97.50 · Request $2,325 · Award $1,395

Artist Statement: The main influences on my work are craft traditions, material culture, and collective memory, with a particular focus on how handmaking functions as both cultural record and social practice. I am influenced by the Arts and Crafts movement, particularly William Morris's belief in the social value of labor and beauty in everyday life, as well as Black Southern craft traditions, domestic labor histories, and ancestral knowledge passed through textile practices. My work is also informed by research outside the visual arts, including psychology and somatic practices, which shape my interest in repetition, slowness, and making as a form of meditation and regulation.

Scope of Services: To develop and present a community-engaged fiber arts initiative that collects and weaves personal stories connected to Atlanta neighborhoods into a collaborative textile work through a series of workshops. The project will take place from June 2026 - December 2026.

Emmy Marshall — $1,500

District 4 · Panel Score 96.75 · Request $2,500 · Award $1,500

Artist Statement: As a self-taught abstract painter and community-centered curator, my work is influenced by the belief that art is both a personal healing practice and a public tool for connection. I am inspired by color theory, movement, and storytelling-especially work that communicates emotion without needing explanation. My influences include abstract expressionism, contemporary public art, and artists and institutions that use bold visual language to build community, access, and visibility.

Scope of Services: To present four quarterly visual arts exhibitions featuring emerging queer Atlanta artists, with artist stipends, talks, and career-building workshops at Out Front Theatre from March-December 2026.

Afreen Khundmiri — $3,000

District 1 · Panel Score 96.25 · Request $5,000 · Award $3,000

Artist Statement: The primary influences on my work as an artist stem from my cultural heritage and a commitment to fostering unity through creative expression. Growing up in Hyderabad, India, I was surrounded by the region's rich traditions of poetry, architecture, and art. This upbringing instilled in me a deep appreciation for detail, craftsmanship, and storytelling, which I now integrate into my art to celebrate cultural heritage while connecting it to modern narratives, bridging the past and present

Scope of Services: "Kaleidoscope of Culture" will be held at the Roswell Cultural Arts Center from Oct17- Nov30 with reception on or about Oct 17. Artwork celebrating culture through the lens of local artists will be on display. The opening reception will host guests, leaders & artists to sights and sounds.

Brigette Wright — $3,000

District 5 · Panel Score 95.50 · Request $5,000 · Award $3,000

Artist Statement: Gratefully, my work is primarily influenced by hip-hop's tradition of storytelling, lyricism, and social awareness, combined with soul music's emotional depth and emphasis on humanity. My parents were huge influencers of that as music was always playing in the house. And a value I hold shared by my parents, the center of my creative practice is love - not as abstraction, but as an action and a responsibility. Artists such as Nina Simone, Lauryn Hill, Sa-Roc, Missy Elliott, and other contemporaries who merge personal truth with cultural reflection have shaped my understanding that music can both document the times and contribute to healing and connection within community.

Scope of Services: To produce two original hip-hop music films by a Fulton County artist, including concept development, filming, post-production, and public digital release, engaging local artists and audiences between March and November 2026. To be viewed in an online preview and a small in person community viewing

Miya Bailey — $2,100

District 4 · Panel Score 95.00 · Request $3,500 · Award $2,100

Artist Statement: My work is an exploration of memory, identity, and the preservation of Black culture. I believe that art should be a gateway to freedom, not just for the creator but for the entire community. Whether I am working on canvas or through film, my goal is to document the nuances of the African American experience.

Scope of Services: To present an exhibition and workshop series in September 2026 explores the duality of masculine and feminine energies and cultural memory. Through fine art and community talks, the project fosters creative entrepreneurship and cultural preservation in the historic Castleberry Hill district.

Althea Brown — $3,000

District 6 · Panel Score 94.25 · Request $5,000 · Award $3,000

Artist Statement: My work as a photographer is grounded in visual storytelling, representation, and community presence. I am most influenced by documentary photography traditions that center everyday life and honor the dignity of ordinary moments. I focus on photographing people within their lived environments-homes, neighborhoods, and community spaces-because these settings provide context and authenticity. My approach prioritizes respect, consent, and collaboration, allowing subjects to be seen on their own terms.

Scope of Services: To produce and distribute a series of short children's storytelling episodes exploring food awareness and everyday decision-making for children and families, developed between March and November 2026 and shared digitally and through after-school learning centers.

Courtney Powell — $3,000

District 6 · Panel Score 93.25 · Request $5,000 · Award $3,000

Artist Statement: My work as a photographer is grounded in visual storytelling, representation, and community presence. I am most influenced by documentary photography traditions that center everyday life and honor the dignity of ordinary moments. I focus on photographing people within their lived environments-homes, neighborhoods, and community spaces-because these settings provide context and authenticity. My approach prioritizes respect, consent, and collaboration, allowing subjects to be seen on their own terms. Scope of Services: To design and present four youth photography workshops and a public pop-up exhibition for Fulton County youth ages 12-18, providing arts education and community engagement from May-August 2026.

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Kailyn Calloway — $3,000

District 6 · Panel Score 93.00 · Request $5,000 · Award $3,000

Artist Statement: My work is grounded in the belief that music is a living, immersive experience rather than a static recording. As a fusion jazz and alternative R&B instrumentalist, I prioritize feeling, narrative, and presence in live performance, often integrating visual art to deepen audience engagement. Artists such as Robert Glasper, Hiatus Kaiyote, Terrace Martin, and Venna have shaped my understanding of genre fluidity and the power of atmosphere, where jazz improvisation, soul, and experimental textures coexist organically. I am equally influenced by the live-centered traditions of jazz culture, where compositions evolve through performance and audience interaction. With live music central to my practice, curating bands is a key part of my artistry. I bring together musicians who fluently blend jazz, R&B, hip-hop, and related genres at a high level of improvisation. This approach is reflected in my role as band leader and musical director of VibeKtrl, the house band for the well-known open-mic poetry series Poetry On Peter. Scope of Services: To curate a variety of art exhibits/experiences, that will serve as listening experiences from myself and/or other independent musicians. The events will take place between April-August, highlighting specific visual artists and musicians; providing musician talks on their curated music.

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Michaëlle Abraham — $1,530

District 6 · Panel Score 90.60 · Request $2,550 · Award $1,530

Artist Statement: I am an emerging multidisciplinary creative whose work centers on process-based experimentation, material responsiveness, and abstraction. My practice relies on intuitive, chance-based techniques-particularly floating ink-as a way to generate organic, ambiguous forms through movement and fluid interaction. Working with liquid media allows me to relinquish a degree of control and respond to how materials behave in real time, treating process as an active collaborator. The results are shapes that invite open interpretation, encouraging observers to project their own associations rather than arrive at a fixed narrative. This accessibility is central to my interest in presenting the work in shared and public spaces, where abstract forms can be encountered without prerequisite knowledge.

Scope of Services: To conduct floating-ink painting workshops for youth, adults, and seniors in the South Fulton communities culminating in three collaborative murals and a public exhibition between Tuesday September 1st, 2026 - December 20th, 2026.

Ashley January — $3,000

District 5 · Panel Score 87.75 · Request $5,000 · Award $3,000

Artist Statement: My work is influenced by the many facets of my career and lived experience across different cities, environments, and communities. Each place and person shaped my ability to curate strategically for the senses. Growing up, my mother intentionally exposed me to artistic excellence. I experienced world class performances including Yo Yo Ma, productions at the Alliance Theatre, and visits to the High Museum. I also met performers from Cirque du Soleil to Riverdance, which gave me early insight into the discipline, range, and collaboration behind large-scale performance. These experiences taught me how artistic quality and context intersect.

Scope of Services: To curate and present a public showcase of contemporary classical artists, supported by educational digital content and open auditions highlighting how classical music is practiced today, engaging Fulton County residents through live performance and media from July-November 2026

Aaron Pethick — $2,100

District 4 · Panel Score 87.25 · Request $3,500 · Award $2,100

Artist Statement: My work is shaped by a childhood spent between contrasting environments: Nevada, where I lived in close relationship with nature and expansive landscapes, and Florida, where infrastructure, technology, and urban growth defined daily life. I am a Black man raised by White lesbian mothers, and navigating these overlapping identities across race, family structure, geography, and culture, shaped a holistic understanding of people, systems, and environments as interconnected rather than separate. Today, my work is influenced by the pursuit of freedom, the preservation of joy and safety, and the need to reconnect with inner knowing while navigating capitalism, imperialism, and the modern built environment.

Scope of Services: To present a series of interactive game-inspired art pieces that encourage reconnection to play as a form of liberation and resistance in addition to community building. It will be held in a private venue in December 2026.

DR Lasseter — $3,000

District 6 · Panel Score 86.00 · Request $5,000 · Award $3,000

Mission: My past work consistently centers on making internal states visible through material transformation. Through my work, I explore how I'm drawn to the way the human experience and the soul's experience can alchemize grief into meaning-how destruction and creation can crystallize us, shaping us and taking form. By mining my own grief, I materialize a reflective surface for the viewer to witness their own transformation.

Scope of Services: The project consists of a public art showing of new work developed and presented during Summer 2026, anticipated between June and August. The exhibition will include installation, public viewing, and documentation.

Samuel Carter — $1,500

District 2 · Panel Score 85.00 · Request $2,500 · Award $1,500

Artist Statement: I am a special effects artist and fabricator with over twenty years of professional experience working across film, television, and large-scale public art. My career has centered on translating imaginative concepts into physical form-building objects, characters, and environments that are expressive, durable, and designed for public engagement.

Scope of Services: I intend to build multiple large-scale puppets to be used in parades throughout 2026 and beyond. These parades will include (but are not limited to) L5P Halloween parade, Atl Pride parade, and the Roswell Youth Day parade. I hope to partner with arts organization to promote community involvement.

Raquel Hill — $1,750

District 6 · Panel Score 82.60 · Request $5,000 · Award $1,750

Artist Statement: My work as an artist and curator is shaped by storytelling as a healing practice and by a deep belief in the power of communal witnessing. I am influenced by Black feminist art traditions, oral history, and performance-based storytelling that centers lived experience as a form of knowledge. Artists and thinkers who blur the line between art and social practice-particularly those working at the intersection of narrative, memory, and justice-have informed my approach, as has my cultural heritage as a Black American woman whose personal and professional life has been shaped by caregiving, survival, and community leadership.

Scope of Services: To present the Cinema Talks screening and talkback series focused on arts and healing, including FCKPNK, with two nights at the Pearl Cleage and Zaron Burnett Center for Culture and Creativity and one night at the Russell Center from March to October 2026.

Georgette Baker — $1,750

District 5 · Panel Score 82.50 · Request $5,000 · Award $1,750

Artist Statement: My creative process explores how the past informs the future. I am descended from people who chose survival over erasure. Although we are connected to our past, we are not defined by it. I am inspired by a man I never met. I learned of him through records and artifacts created by others. That man was my great-grandfather, Henry Clayton Baker of Tuskegee, Alabama. He was a farmer, a master carpenter, and a stone mason. His grandson was my father, who recalled Henry Clayton Baker's contributions to building the first Rosenwald Schools. Continued exploration uncovered even more evidence from paintings, articles and photographs of him from these sources:

Scope of Services: To present Honey Bumble's Battle with Arty, acperformance to be presented at the Welcome-All Community Center in South Fulton-March 21 The performance uses playful characters to deliver an urgent message about the pervasive infrastructure required to support AI technology. Using colorful costumes against a diorama of nature's backdrop, it will stage an imaginary battle between opposing forces.

Robert Barsky — $1,750

District 3 · Panel Score 82.33 · Request $5,000 · Award $1,750

Artist Statement: The main influences for my work are great epic literary quests, from Homer, Dante, Chaucer, Cervantes, through to Lord Byron, Mary Shelley and Percy Shelley, all the way up to James Baldwin and Toni Morrison. I'm fascinated by how narrative enlivens and represents space, and the incredible importance of epic quests in helping delineate spaces.

Scope of Services: Following the same approach I took for The Beltline Chronicles, I'm writing a new epic about a poet who quests through Atlanta's neighborhoods by strolling, riding buses and subways, trekking along bicycle paths, all the while learning about and recalling the city's history.

Shakira Reedus — $1,750

District 2 · Panel Score 81.30 · Request $5,000 · Award $1,750

Artist Statement: I am a Midwest born artist shaped by women who stand tall in their truth, work hard, love deeply, and don't apologize for their power. My influences come from womanhood in all forms and locations, because I'm drawn to empowerment wherever it rises. I'm fascinated by the layers we carry: the strength, the sensitivity, the humor, and the sensuality. My work embraces all of it. My stories are vulnerable and a little wild, because I'm open to exploring the emotional, the uncomfortable, and even the sexy sides of being human. I believe in storytelling that lets women be whole-soft and bold, flawed and fiery, healing and desirable.

Scope of Services: To create and premiere the pilot episode of Apparatus at Tara Theatre, featuring a public screening and talkback that engages audiences in themes of growth, empowerment, and inner-child healing. Produced with local artists Jan-May 2026.

$1,000

Darrien West

District 6 · Panel Score 78.00 · Request $2,000 · Award $1,000

Artist Statement: My work is influenced by Black cultural narratives of resilience, ambition, and self-determination, as well as visual traditions that combine symbolism, text, and abstraction. I am drawn to bold color, layered surfaces, and graphic elements as tools for storytelling, allowing emotion and meaning to coexist with structure. Beyond the arts, my background in finance plays a central role in my practice, shaping how I think about value, time, risk, and discipline as lived experiences rather than abstract concepts.
Scope of Services: To present Circulate a solo exhibition. October 2026. Circulate exhibits how money and information flow through society, shaping economies, communities, and individual lives. When these systems move freely, growth follows; when disrupted, inequality, misinformation, and stagnation emerge, revealing their impact on collective progress.

Scope of Services: To present Circulate a solo exhibition. October 2026. Circulate exhibits how money and information flow through society, shaping economies, communities, and individual lives. When these systems move freely, growth follows; when disrupted, inequality, misinformation, and stagnation emerge, revealing their impact on collective progress.

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majid araim — $1,750

District 6 · Panel Score 77.60 · Request $5,000 · Award $1,750

Artist Statement: Being aware that influence doesn't always betoken homologous heuristics; my influences include an array of world builders and/or artists from every medium, as well as ecological systems dating back to the origins of life, climate change, habitat destruction, racism, bigotry, greed, jealousy, compassion, empathy, love, displacement of original inhabitants, classism, but above all else my experiences with my children, my peers and in the natural world. Otherwhere is my ever-expanding large form terpsichorean work: framed in a much like world and existing alongside our own, engaging in commentary exploring a myriad of themes. Otherwhere mirrors our turmoil and triumphs as lifeforms of an ecological system; accessible to humans only through dreams and meditation, governed by magic and/or intention, and chronicled through experimental performance expression. In addition to all episodes from Otherwhere, all my work, hopes to encourage heuristic endeavor; to evoke passion regarding reflection of experience, investment in exploration of perspective, and awareness of the fruits born from those labors, coalescing sound, gesture, and technology to engage in play, communication, observation, and commentary as a representation of the different degrees in which biological systems coexist in any given environment, creating space for the exploration of how we treat each other and the world in which we exist.

Scope of Services: To present Deserts and Orchards a fully immersive stage opera utilizing sound gesture movement and technology to weave a tale that explores environmental sustainability and the importance of symbiotic relationships within ecologies, both localized and global.

Saniyah Thomas — $1,000

District 4 · Panel Score 75.30 · Request $2,400 · Award $1,000

Artist Statement: The main influences on my work as an artist are a culmination of my strong and distinct African cultural background and identity, my various lived experiences, and the vision I have for a more creative future. To that end, I aim to be diverse in my artistic exploration with a curated talent in graphic design, web design, traditional art mediums, performance art, and creative writing. I believe that the combination of lived experience, formal education, and intellectual and creative curiosity has pushed me to evolve in every artistic lane I design to pursue.

Scope of Services: To create and present a youth-focused mixed-media exhibition combining digital art and writing, with a public artist talk and reading at a Fulton County library or community center from March to October 2026.

Aisha Mahmud — $1,000

District 3 · Panel Score 71.75 · Request $3,200 · Award $1,000

Mission: The main influences on my work as an artist are a culmination of my strong and distinct African cultural background and identity, my various lived experiences, and the vision I have for a more creative future. To that end, I aim to be diverse in my artistic exploration, having curated talent in graphic design, web design, traditional art mediums, performance art, and creative writing. I believe that the combination of lived experience, formal education, and intellectual and creative curiosity has pushed me to evolve in every artistic lane I design to pursue.

Scope of Services: The goal of this program is to introduce grade 9-12 students to a workshop on creative writing beyond the bounds of academic settings. The workshop will include lessons on how to outline a creative writing project, how to write dynamic characters, the art of prose, and how to give proper critique.

OSF < $200K — 28 funded

Atlanta Community Symphony Orchestra — $2,723

District 3 · Panel Score 95.60 · Request $4,777 · Award $2,723

Mission: The ACSO's mission reflects this integrated approach to artistry and service: The ACSO is dedicated to connecting and engaging the greater Atlanta community through the transformative power of music and to creating service opportunities for our volunteer members.

Scope of Services: To provide a series of three (3) concerts free of charge, offering programming that includes promotion of youth in the Arts. Programming will be held at venues including First Presbyterian Church of Atlanta and Church at Wieuca in February 2026, March 2026, and May 2026.

Bent Frequency Inc. — $6,840

District 6 · Panel Score 95.00 · Request $12,000 · Award $6,840

Mission: Bent Frequency is an Atlanta-based contemporary music ensemble dedicated to bringing the avant-garde to life through adventurous and socially conscious programming.

Scope of Services: In 2026, BF will present 5 genre-defying events celebrating collaboration, experimentation, and community. -On Feb. 1 we'll perform 5 world premieres as a part of the SoundNOW Festival - In May, we'll close the 25/26 season with a concert featuring the winners of Underscore call for scores, paired with Steve Reich's Music for 18 Musicians -In November, BF will premiere Kriti by Nina Shekar with the Emory University Symphony Orchestra -In December we'll partner with the Plaza Theater for The Phantom Carriage screening with live music and present our annual community event Unsilent Night.

The Creatives Project INC — $8,550

District 4 · Panel Score 95.00 · Request $15,000 · Award $8,550

Mission: Our mission is to enrich and strengthen local communities through quality arts-based education and outreach, while celebrating and elevating Atlanta's visual and performing artists.

Scope of Services: To provide 4 resident artists with 12 months of free studio space in exchange for artistic outreach to underserved communities at the Goat Farm (January 2026-December 2026) -To provide 4 resident artists and 2 alternates with professional development activities, including critiques, visits to local arts institutions and colleges/universities, and exhibition and collaboration opportunities in various locations in Fulton County (January 2026-December 2026) -To provide one curatorial resident the opportunity to plan one digital and one in-person exhibition at TDB locations in Fulton County (January-December 2026)

Gateway Performance Productions — $10,792

District 4 · Panel Score 95.00 · Request $18,933 · Award $10,792

Mission: Mission: To engage, inspire, and educate through the performing arts and related fine and applied arts.

Scope of Services: To provide 220 creative arts services to 100 Fulton County military veterans diagnosed with PTSD or physical disabilities from January 2026 to December 2026. Services include weekly virtual and in-person workshops in creative writing, mask-making, and drawing, plus quarterly community field trips to Gateway's The Mask Center venue (District 4). Activities will take place at Fort McPherson, Benson Senior Complex, and the Little 5 Points Community Center.

CityDance, Inc. — $5,512

District 3 · Panel Score 94.60 · Request $10,400 · Award $5,512

Mission: CityDance is dedicated to bringing arts to young people, their families, and their communities.

Scope of Services: CityDance, Inc. will provide professional development and technical training to 7 independent dance artists and 10 youth ensemble members through a selective audition and application process. Artists receive free or reduced training in multiple dance forms, 1:1 mentorship, choreographic support, and pedagogical training. Participants engage in supervised practicum experiences in teaching, choreography, and arts administration, working with CityDance leadership. Together, artists create and present six collaborative community performances showcasing newly developed work. The program strengthens artists' professional positioning, supporting long-term employment within CityDance, public schools, youth organizations, and Atlanta-based dance companies.

Working Title Playwrights, Inc. — $7,950

District 3 · Panel Score 94.00 · Request $15,000 · Award $7,950

Mission: Established in 2003, Working Title Playwrights (herein WTP) is a new play incubator service organization, missioned to provide playwrights the opportunity to excel at their craft by fostering an environment that nurtures the creation of powerful, thought-provoking, and relevant plays that bring new, diverse voices to the local and national stage.

Scope of Services: WTP focuses its support on the needs of playwrights, with the goal of creating brave and safe spaces that nurture new work and strengthen Atlanta's theatre community. FY26 general operating support will enable WTP to serve as a cornerstone for new work development in the region by presenting approximately 84 events throughout the year (July 1, 2025 - June 30, 2026) in Fulton County. Services include play development labs; workshops; public readings; dramaturgy services; curriculum resources; collaborations with producers; networking opportunities; and professional development, education, and outreach programming such as master classes, podcasts, and workshops. WTP will serve approximately 3,500 members of the cultural community, including 100 playwrights and 95 actors.

Atlanta Photography Group Inc — $7,950

District 3 · Panel Score 94.00 · Request $15,000 · Award $7,950

Mission: The mission of the Atlanta Photography Group (APG) is to provide opportunities for photographers to further their artistic development, advance an inclusive and vibrant photographic community, and promote contemporary photography as a significant art form.

Scope of Services: APG's mission is to advance & sustain an inclusive vibrant photographic community for those interested working in contemporary photography, by delivering opportunities to further their artistic development, to promote & support photography as a significant art form. In 2025 we will deliver 16 Juried Exhibitions, 4 Solo Exhibitions, 2 Exhibits for specific ATL populations, 4 Project Reviews, 3 purchase awards, 2 educational opportunities with nationally known arts educators and 36 scholarships.

Djoli Kelen, Inc. — $13,108

District 1 · Panel Score 94.00 · Request $24,733 · Award $13,108

Mission: dedicated to preserving, honoring, documenting, and educating the public on Traditional African and African Diasporic Cultural Arts.

Scope of Services: To provide year-round African and African Diasporic arts education and cultural programming for Fulton County residents from January 2026 through December 2026. Djoli Kelen will present weekly dance and drum classes, youth education workshops, community-based cultural events, and public performances in Sandy Springs and surrounding Fulton County communities. In 2026, Djoli Kelen will advance its Strategic Plan by integrating Evolution Arts as its Programmatic Infrastructure Partner to support instructional space, production coordination, and administrative services, while maintaining consistent delivery of free and low-cost public arts programming.

Atlanta Printmakers Studio — $5,300

District 4 · Panel Score 94.00 · Request $10,000 · Award $5,300

Mission: Atlanta Printmakers Studio's mission is to nurture the practice of printmaking as an original art form among professional artists and everyone who wants to learn

Scope of Services: Atlanta Printmakers Studio will provide a fine art printmaking studio in Fulton County. Programs include studio rental options at a variety of levels; classes/workshops covering a range of techniques from the beginner to the professional; scholarship, internships, and residency opportunities; and free or low-cost events. Both free and paid outreach programs for youth and adults will be held in our studio, at community festivals, and at art centers. A minimum of six art exhibitions are in the planning stages and will give members opportunities to exhibit their work in the studio gallery and exhibition venues throughout the community.

Manga African Dance, Inc. — $18,271

District 4 · Panel Score 94.00 · Request $34,474 · Award $18,271

Mission: MADI's core mission is to preserve, present, and instruct indigenous African culture through traditional dance, educational programming, and performances, focusing on traditions from Western, Central, and South Africa.

Scope of Services: To present African dance and culture through various programs targeting Atlanta audiences from January 1, 2026, to December 31, 2026. 1. Black History Month workshops and performances will be held in collaboration with L5PCC & the Southwest Atlanta STEAM Stars, which is dedicated to empowering youth with the skills, knowledge, and passion for STEAM subjects, especially those in underserved communities. Eighty percent of their participants are neurodivergent. 2. April 6 - 10, 2026: Spring camp 3. April

24th, 25th, and 26th: Annual Dance and Drum Conference, 2026. 4. June to July 2026: Summer camp. September 12th, 13th, & 14th: The Annual Atlanta African Cultural Festival/29th Annual Osun Festival. December 12th, 13th: Atlanta Annual Youth Rites of Passage Festival.

Twinhead Theatre — $11,236

District 4 · Panel Score 94.00 · Request $21,200 · Award $11,236

Mission: Our mission is to create opportunities for self-producing performers to entertain Atlanta with adventurous content and diverse voices. Our vision is an accessible artistic community

Scope of Services: To present the Atlanta Fringe Festival May 27-June 7, 2026, featuring 42* theatrical productions performing five times each during the week, in addition to free kids-focused performances and activities in partnership with the East Atlanta Kids Club. We'll also host the year-round Fringe Audio podcast program with 20-24 audio productions streaming for free from our website or any popular podcast platform (Spotify, Apple, etc).

B-Aware Foundation — $5,953

District 4 · Panel Score 93.60 · Request $11,232 · Award $5,953

Mission: Our primary mission is to bring preventative health awareness and essential community services to neighborhoods where people live, work, and play.

Scope of Services: To present a series of 5 murals across Fulton County in various schools, daycares, and private business locations. - To promote Tattoos, Booze, Art, & Shoes as an Affirmations Awareness event that showcases Atlanta artistry with a strong community influence - This is a counter-culture art experience. - To keep handing out art supplies from our sponsors to students and community members who show an interest in the arts - To introduce Mood Music, where we take arts and music to seniors in facilities, children in hospitals, and people in halfway houses to brighten up their spirits.

The Object Group — $2,120

District 4 · Panel Score 93.00 · Request $4,000 · Award $2,120

Mission: The Object Group (TOG) mission is to serve the spirit of creative engagement, experimentation, and the development of theatrical languages.

Scope of Services: (1) To present, free of charge, an original production, 'Unexpected Encores' (UE), in 24 visits to Sunrise and Pruitt Health memory care communities. UE is an interactive, personalized theatrical experience, bringing the power of performance, music, and laughter to uplift the life experience of isolated elders who have early-stage diagnosis of dementia/Alzheimers, and their caregivers. (2) To offer masterclass puppetry workshops to performers of color for one week in June. (3) To write, build and rehearse a new original, comic puppetry play with live music for Fulton County audiences, 'Riot Acts', which relates fascinating stories of the many commotions, melees, and disruptions occurring in theaters throughout history, scheduled to premiere at the Goat Farm in Spring, 2027.

The Piccadilly Puppets Company — $2,650

District 3 · Panel Score 93.00 · Request $5,000 · Award $2,650

Mission: Our mission is to engage young audiences from ethnically, culturally, and socioeconomically diverse backgrounds with extraordinary puppetry experiences.

Scope of Services: To take puppet shows to all districts of Fulton County throughout the entire year To launch an advertising campaign for the bilingual version of our updated script for Butterfly Ballad: Las Balada de las Mariposas, and also for Kids on the Block To design and print updated brochures To develop a new show for Piccadilly reflecting education holes in our current offerings To refurbish and replace existing puppets to reflect the diversity of our audience and enhance the quality of our puppets To offer discounted and donated shows to libraries, Title One schools, and organize To design and print new programs with updated photos of current offerings To maintain our virtual productions in conjunction with live demonstrations through Zoom or other platforms. We expect to have 30-60 activities.

Song of Atlanta Show Chorus — $8,496

District 1 · Panel Score 92.60 · Request $16,030 · Award $8,496

Mission: To empower singers to feel confident in a safe space that promotes the art form of barbershop singing through instruction and performances

Scope of Services: To provide Song of Atlanta Show Chorus with space for weekly open rehearsals and quarterly weekend training workshops. Additionally, to support many of our members who have compromised immune systems, to provide the chorus with the

equipment and systems necessary to broadcast rehearsals so members will stay home when they are sick. As well as to provide a highly qualified director to lead the music team. (January - December)

Metropolitan Atlanta Community Band — $3,001

District 6 · Panel Score 92.00 · Request $5,662 · Award $3,001

Mission: MACB's mission is to: - Provide cultural enrichment to South Fulton and Southwest Atlanta - Provide opportunities for music performance and continued musical growth of band members - Advocate for music education in schools - Bestow college scholarships

Scope of Services: 1. To present the second half of the MACB 2025-2026 performance season (Winter 2025-Spring 2026) and the first half of the 2026-2027 season (Fall 2026), in various churches and performance halls in Fulton County. 2. To offer outreach programming to senior groups with at least two performances (Sadie Mays Health and Rehabilitation Center and Summerset Assisted Living, both in Atlanta).

Dance Force, Inc. — $10,600

District 4 · Panel Score 92.00 · Request $20,000 · Award $10,600

Mission: Our Mission - Redefining the boundaries of dance by bringing together disabled and non-disabled dancers through performance, education, and advocacy.

Scope of Services: During the January through December 2026 project period, Dance Force, Inc. DBA Full Radius Dance will: - Present a concert of three (3) performances at 7 Stages Theatre on March 20, 21, and 22, 2026. - Present a livestream of the concert at 7 Stages Theatre on March 20, 2026. - Collaborate with the Creative Music Technology Lab (CMTL) at Georgia Tech and perform at the TechArts Festival on April 15, 2026. - Perform at the free Inman Park Dance Festival for two (2) performances on April 25 & 26, 2026. - Begin a collaboration with Johns Creek Symphony Orchestra.

Atlanta Listening Collaborative — $12,455

District 3 · Panel Score 92.00 · Request $23,500 · Award $12,455

Mission: mission to connect musicians with wider fanbases and provide resources to sustain musical careers

Scope of Services: Present 4 Preservation Series concerts at a variety of metro Atlanta venues, inviting audiences of all ages to discover local artists while providing paid opportunities for local musicians to perform, network and develop new fans. (Feb - Dec) Execute Camp Collective for 50 musicians and songwriters, mentored and supported by 10 local, vetted producers. Day sessions at production studios throughout Metro Atlanta. Night panels and performances at Buteco Grant Park. (May) Execute a new mentorship series, an educational program giving artists the tools to thrive financially, professionally, and creatively. (July-Dec) Host 12 Songwriter's Workshops for emerging songwriters to participate in Q&A and breakout sessions with an established artist at 800 East Studios. (Monthly)

The Essential Theatre, Inc. — $7,813

District 4 · Panel Score 91.00 · Request $14,742 · Award $7,813

Mission: Essential Theatre's mission is to nurture and produce new works by Georgia playwrights and to enrich our audience's experience by actively engaging them in the process.

Scope of Services: 1) To produce the annual Southern Fried Bake-Off 24 Hour Play Festival January 2-3, 2026, at 7Stages (2) To present playwriting classes, including a free introductory course offered as a Community Partner of Fulton County Arts & Culture. (3) To present the 2026 Essential Theatre Play Festival, our 27th Festival, at 7 Stages in August. (4) To provide programming as requested throughout the year in our capacity as a FCAC Community Partner.

Atlanta Concert Band — $2,000

District 3 · Panel Score 90.00 · Request $3,000 · Award $2,000

Mission: The mission of the ACB is to provide high quality, cost-accessible music experiences to the residents of Fulton County.

Scope of Services: To provide a concert series of two large group performances in Fulton County and one (1) large group performance in Metropolitan Atlanta (where a similar celebration is not available in Fulton County). Performances will be held at Temple Eman-u-El; Mt. Vernon Presbyterian Church; Memorial Day Celebration. - To livestream one large group performance. - To provide four small group performances ini Fulton County. Performances will be held at Our Lady of Perpetual Hope, Dorothy Benson Senior Multiservice Center, Mt. Vernon Towers. - To provide two videos on YouTube. - To provide a minimum of two (2) student mentorship opportunities. - To provide two student scholarships. - To provide a minimum of two opportunities for rehearsal and potential performance of compositions by "new" composers

T. Lang Dance — $7,169

District 6 · Panel Score 90.00 · Request $13,527 · Award $7,169

Mission: To create poetic movement landscapes, illustrating deep, rousing investigations into interdisciplinary creative practices, historical narratives and identity.

Scope of Services: To create programs that encourage technologically driven dance engagement for audience members ages 5+ (August-December 2026). - To visit 2 schools per month for the development of youth education (August-December 2026) - To support operational costs for the remainder of the funding year. (January-December 2026) - To support recent graduate students in developing pedagogical skills and professional development. (July-December 2026)

Theatre du Reve, Inc. — $9,249

District 4 · Panel Score 89.00 · Request $17,450 · Award $9,249

Mission: to bridge cultures and make this rich artistic heritage accessible to audiences of all ages and language backgrounds

Scope of Services: For 2026, we have commissioned a new play about American legend Bessie Coleman, the first Black and Indigenous woman to earn a pilot's license. The World Premiere of Queen Bess by Atlanta-born playwright Amina S. McIntyre will take place in March 2026 at 7Stages and will include both public and student matinee performances and enrichment programming such as post-show talkbacks, roundtables and salon events. The production will be part of the 2026 Atlanta Science Festival. Our programming exposes Atlanta audiences to Francophone playwrights and literature they might otherwise never see from throughout the Francophone world. We are the longest-running - and one of the only - professional French-language theatres in the U.S.

Youth Ensemble of Atlanta, Inc. — $5,406

District 4 · Panel Score 89.00 · Request $10,200 · Award $5,406

Mission: The mission of YEA is to empower young people, through the performing arts, to become catalysts for positive change in their communities.

Scope of Services: YEA offers year-round professional instruction in music, dance, and drama. We have programs for children as young as four (Tippy Toes Arts Program), a training program for those with a passion for the arts but who are not quite ready for the professional ensemble (SAC Program), and a professional-level workshop series that yields an original musical production highlighting a topic that resonates with the young people in our communities. Past subjects include gun violence, child sex trafficking, drug and alcohol abuse, cultural heritage, HIV/AIDS, racism, teen sexuality, and many others. The ensemble members create and perform the shows at a local professional theatre in Fulton County. Classes and rehearsals are held at YEA's home, West Hunter Baptist Church.

Choral Guild of Atlanta, Inc. — $2,404

District 1 · Panel Score 88.60 · Request $4,535 · Award $2,404

Mission: The mission of the Choral Guild of Atlanta is to perform outstanding choral works from all musical periods, with a focus on important but rarely performed works and those by living composers.

Scope of Services: To present subscription concerts at Kellett Chapel at Peachtree Presbyterian Church, Atlanta, in April and October, plus a collaboration concert with the music program of Peachtree Presbyterian Church in December, for a total of three performances.

The Trey Clegg Singers, Inc. — $10,600

District 5 · Panel Score 87.00 · Request $20,000 · Award $10,600

Mission: Trey Clegg Singers (TCS) mission is to use music as a healing force, inspiring a passion for reconciliation, equality, and unity among people within the choir itself and our audiences.

Scope of Services: To provide a wide range of musical styles to encompass as many styles and cultures as possible. Giving our audiences exposure to music they may not have heard before. Our planned performances for 2025 include: February, Black History Concert at the National Center for Civil and Human Rights -May, Spring Concert at All Saints Episcopal Church. -May, Bon voyage concert for TCS to perform in Paris, France -April, guest performance at First Responders Appreciation Concert, Korean Central Presbyterian Church of Atlanta. -October, Fall Concert at First Congregational Church UCC -December, Festival Sounds of the Season at The Church at Wieuca. - Any other guest performing opportunity that is presented.

Atlanta Baroque Orchestra — $5,300

District 3 · Panel Score 85.00 · Request $10,000 · Award $5,300

Mission: ABO's mission is to perform and celebrate the vitality of early music, and to engage audiences through the energy of live performance at the highest caliber of musical artistry.

Scope of Services: The ABO endeavors to present four (4) concerts in Fulton County in 2026. Performances will be held at the Cathedral of St. Philip in Atlanta, and possibly other venues including Peachtree Road United Methodist Church and Georgia State University. Our already established programming for our 27th Season includes one concert in February at The Cathedral of St. Philip. We anticipate that in the Fall of 2026 we will present three additional Fulton County performances, most likely in September and November.

Fly on a Wall, INC — $7,000

District 4 · Panel Score 84.00 · Request $20,000 · Award $7,000

Mission: To provide opportunity, space, and resources for artists to create work that responds to, reimagines, and activates the ever-evolving moment within the community.

Scope of Services: General operating funding will support Fly on a Wall's live productions and arts programming in 2026, benefiting artists, youth, and residents across Atlanta and Fulton County. This support will allow Fly to activate its 23,000-square-foot Lindbergh facility as an arts incubator for creation, performance, and community engagement. Funds will support Excuse the Art with four performances in Spring 2026, the Summer Artist Resident with three performances in Summer 2026, and three or more Fly on a Wall productions. Support will also sustain Open Bounce, a free afterschool arts program for underserved youth, and Floor Story, a mentorship-based program for high school artists, while launching a new Fellowship Program and hosting 10 or more performances by outside artists and small arts orgs.

Eyedrum Inc — $9,100

District 4 · Panel Score 81.00 · Request $26,000 · Award $9,100

Mission: Eyedrum's mission is to support local, national, and international artists advancing the boundaries of contemporary art and new media through experimentation and exploration.

Scope of Services: Eyedrum's 2026 programming kicks off our 28th year and we continue to grow in scope, capacity, and production value. Each month bursts with one-of-a-kind high-quality arts programming curated, performed, and exhibited by leaders in their respective fields. Each month in 2026 will have an arts show with a separate reception and lecture in our 1500sqft south facing white cube gallery. And in our acoustically tuned 3700sqft performance space there will be 10+ evergreen programs recurring weekly or monthly, 3+ non-repeating performative events, and 2 workshops with 4+ of these events being livestreamed. When all added-up we will have over 200 events during 2026 with 50+ being livestreamed. We could not be more excited!

OSF $200K–$699K — 28 funded

TADA Foundation Inc — $25,650

District 3 · Panel Score 98.00 · Request $45,000 · Award $25,650

Mission: Our mission is to provide opportunities for children and adults with and without disabilities to experience the joy of movement through dance instruction and performance opportunities.

Scope of Services: 1) Provide weekly dance education for kids with disabilities from Jan-May 2026 & Aug-Dec 2026 concluding with performances in April & May (at Drew Charter and TADA) & Dec (community location TBD). 2) Provide low-cost/free weekly dance classes from Jan-May 2026 and Aug-Dec 2026 for seniors to assist in improving balance, flexibility, and strength as well as preventing cognitive decline. Seniors perform in May&Dec. 3) Deliver two 5-month pre-professional classical ballet programs with a focus on recruitment of black dancers concluding in theater-based performances with additional community-based performances during the session. The pre-professional program provides elite training in preparation for competition at YAGP and college auditions with a focus on enhancing technique and artistry.

Southeast Community Cultural Center d/b/a ArtsXchange — $28,500

District 6 · Panel Score 98.00 · Request $50,000 · Award $28,500

Mission: The mission of the ArtsXchange is to educate, train, and inspire individuals and communities through the transformative power of the arts. The organization provides access to arts education, exposure to traditional and contemporary cultural practices, and creates opportunities for local artists and residents to engage in creative expression, with a vision to cultivate a vibrant, inclusive, and thriving arts community in East Point, serving South Fulton County, and in counties across Metro Atlanta.

Dashboard Co-op Inc — $28,500

District 4 · Panel Score 98.00 · Request $50,000 · Award $28,500

Mission: connecting risk-taking artists with imaginative property owners and bold viewers to produce non-traditional artwork exhibitions and public art commissions. [1, 2]

Scope of Services: To use the global art of puppetry as a means to provide Fulton County residents with educational experiences that encourage creativity, support school-day learning, fuel holistic development, and provide accessible, hands-on opportunities to participate in arts activities. From January - December 2026, the Center will delight audiences of all ages with sophisticated, fully staged puppetry performances; museum exhibits that put puppetry into global, cultural, and historical contexts; and interactive arts-infused education programs for children and adults, including live digital performances and workshops to provide in-class and in-home virtual programming.

Giwayen Mata, Inc. — $28,500

District 6 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: The mission of Giwayen Mata is to celebrate and uplift our communities by presenting and teaching culturally relevant dances, rhythms, and songs that amplify the narratives of women of the African Diaspora.

Scope of Services: To provide 8 monthly and 3 quarterly stipends for daily operations (administrative, artistic, and production) team members. - To provide various project stipends (administrative, artistic, and production) for the following Kwanzaa Freshii (KF) w/ Giwayen Mata events: --1 KF: Youth Take Over dance class on Dec 20, 2026; 3PM at Moving In The Spirit. --2 Facilitated Leadership Planning sessions in preparation for KF w/ Giwayen Mata led by HTI Consultants/ Dr. Folami Prescott-Adams in Aug-Sept 2026 (dates TBD) at The Wellness Group. --2 Technical Production Training sessions in preparation for KF w/ Giwayen Mata led by Noelle Jordan in Dec 2026 (dates TBD) at Drew Charter School. --2 KF w/ Giwayen Mata concerts on Dec 30, 2026; 3pm, 6pm at Drew Charter School.

Phoenix Theatre Academy, Inc. — $28,500

District 4 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: The Academy Theatre exists to enrich the Atlanta metropolitan community with an emphasis on the south metro side of town by providing space for the exploration of the arts, producing educational outreach for all ages with a focus on the family and nurturing appreciation for the performing and visual arts through presentation of quality professional artistic work at an affordable price making the work an experience that everyone can enjoy.

Scope of Services: To present a mainstage season of eight (8) productions, twenty (20) Sunday Variety Series shows on the Diamond stage (our Cabaret space) and twenty (20) special and community events). Performances will be held at the Academy Theatre's space at 599 North Central Avenue, Hapeville, Georgia 30354. In 2026 the Academy Theatre will present 107 performances, reaching 5,000 audience members

Seven Stages, Inc. — $28,500

District 4 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: engages artists and audiences by focusing on the social, political, and spiritual values of contemporary culture

Scope of Services: To offer over 100 performances, including world premieres, presentations, and an Indigenous festival, for more than 8,000 audience members. * To provide local playwrights with new work development opportunities, including Home Brew workshops and/or staged readings. * To offer over 30 events for audience engagement, outreach, and education with 1,500 community members. * To provide arts learning opportunities to 350 students, including curriculum-based, arts-integrated residencies and Youth Creates, a summer program for teens. * To offer professional development for up to 7 students through apprenticeships and internships. * To curate work by area artists and performing groups by offering low-cost rentals. Over 10,000 patrons will visit 7 Stages through the program.

Music in Common — $28,500

District 4 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: The mission of Music in Common is to strengthen, empower, and connect communities through the universal language of music.

Scope of Services: Music in Common will offer year-round programming in Fulton County (January-December 2026) using music to build understanding across differences. Services include: * weekly MIC Band rehearsals; * two week-long JAMMS intensive programs bringing diverse participants together through music creation; * four quarterly Around the MIC showcases featuring local musicians; * FODfest, a

day-long music festival in October 2026; * completion and post-production of the Black Legacy Project documentary (January-June 2026); * and two Black Legacy Project film screenings.

PushPush Arts — $28,500

District 5 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: PushPush Arts' mission is to incubate artists and original work through creative development and programmatic opportunities rooted in collaboration, experimentation, and long-term sustainability.

Scope of Services: To offer free and low-cost open calls, readings, workshops, and interdisciplinary labs; milestone-based development support for 40+ SeedWorks artists; campus-wide public events including the annual PushScape block party; café-based literary, music, and comedy programming; and a quarterly gallery residency program and youth programing.

Out On Film, Inc. — $14,250

District 6 · Panel Score 96.00 · Request $25,000 · Award $14,250

Mission: Out On Film's mission is realized through high-quality artistic programming, filmmaker support initiatives, and educational offerings that preserve LGBTQ history, amplify underrepresented voices, and foster meaningful community engagement.

Scope of Services: Out On Film proposes to present a year-round schedule of film exhibitions, educational programs, and community engagement activities serving Fulton County residents from January 1, 2026 through December 31, 2026. Primary activities include the presentation of an annual multi-day LGBTQ film festival in Fall 2026, year-round screenings and special events, filmmaker Q&A sessions, and educational programming such as panels and workshops offered through the Queer Film Summit. Programs will be presented at multiple venues within Fulton County, with primary activity concentrated in Midtown Atlanta and additional outreach events occurring in other county districts as partnerships and venues allow.

Atlanta Celebrates Photography — $28,500

District 4 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: advance new perspectives in lens-based media from the American South" through artwork commissions, community collaborations, and dynamic programs. [1, 2, 3]

Scope of Services: To host our Virtual Portfolio Review, which includes a professional practice lecture and six Equity Scholarships. Zoom, March 28, 2026. - To support our Emerging Artist Fellowship cohort. ACP, January-August, 2026. - To present FY 26 exhibitions (6 total) and public programs (~10 total). ACP, January-December, 2026. - To present the ACP Block Party + Open Exhibition, with 50+ artists and 10+ community partners. Edgewood Avenue, May 2, 2026. - To publish New South, Volume III, ACP's annual group photobook. Fall 2026. - To support ACP's robust schedule of workshops. ACP, January-December, 2026. - To support ACP's innovative DIY Digital Media Lab. ACP, ongoing.

Whole World Theatre Company — $28,500

District 3 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: Mission Whole World Improv Theatre (WWIT) dares to offer experiences that have the potential to change everything.

Scope of Services: To present 5 professional improv performances a week, including Thursday, Classic, and Late Shows, at Whole World Theatre in Midtown Atlanta (January-December 2026). To provide year-round "Inreach" programming, including 10-12 weekly classes for adults and youth, the "X-Group" for neurodiverse students, and seven week-long summer camps. To award at least three full scholarships for class programs to support socioeconomic diversity. To deliver approximately 15 community outreach workshops and residencies, including therapeutic sessions for grieving youth at Kate's Club and fluency-building programs for children and adults who stutter at the Arthur M. Blank Center, serving residents across Fulton County from January-December 2026.

Johns Creek Symphony Orchestra Inc. — $28,500

District 1 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: Our mission is to enhance the quality of life for Johns Creek and north Metro Atlanta residents through the presentation of high-quality performances, educational and other outreach programs that reflect the diversity of our community.

Scope of Services: Present six (7) major public concerts in Fulton County during the 2026 calendar year, serving residents of Johns Creek and the greater North Fulton County area. Programming begins in January with a Music as Healing concert focused on reflection, wellness, and connection, followed by a March Pops concert and a May season finale. The season continues with a Season 20 opening concert in fall 2026, a Meet the Orchestra (MTO) educational program serving more than 700 Fulton County fifth graders, a free concert

at Newton Park in Johns Creek, and a family-focused holiday concert, and additional runout concerts. Performances will be presented at venues including Mount Pisgah Church in Johns Creek, the Sandy Springs Performing Arts Center, and other locations throughout Fulton County.

Soul Food Cypher — $26,500

District 4 · Panel Score 94.00 · Request $50,000 · Award $26,500

Mission: to use freestyle rap and lyricism to enrich and elevate individuals and communities

Scope of Services: To present various public performances, in-school educational workshops, and 11 virtual and/or in-person cyphers in Fulton County throughout 2026.

Franklin Pond Chamber Music, Inc. — $5,300

District 3 · Panel Score 93.00 · Request $10,000 · Award $5,300

Mission: Mission: Franklin Pond Chamber Music educates young musicians in the art of chamber music, fostering their personal growth, deepening their artistic and interpretive abilities, and strengthening their leadership and collaboration skills. As champions of classical music, we also connect with the broader community through high-quality performances, workshops, masterclasses, and special programs that inspire and engage music lovers of all ages.

Scope of Services: -To prepare at least 12 groups of 3-5 students each, from all ethnicities, to perform chamber music on a high level while attaining the self-confidence, self-discipline, and the love of music that keeps them engaged -To offer students at least 160 hours of coaching by musicians from the Atlanta Symphony Orchestra and Atlanta Opera Orchestra -To offer at least 6 masterclasses per calendar year with well-known artists of the highest level -To offer students multiple opportunities to perform in at least 2 Community Concerts, as well as the Finale Concert at the end of each program, and at other events that come up during the year -To encourage the study of chamber music and add a competitive goal through the annual Franklin Pond Chamber Music Competition

Alpharetta Symphony Orchestra, Inc. — $18,275

District 2 · Panel Score 93.00 · Request $34,482 · Award $18,275

Mission: The Symphony's mission is to create inspiring orchestral performances that connect through the universal language of music.

Scope of Services: To present 7 symphony concerts in 2026, free/low-cost, targeting residents in N. Fulton, with performance held at Innovation Academy, Brooke Street Park (free) in Feb 2026, Apr 2026, May 2026, Sept 2026, Oct 2026, Dec 2026. The orchestra season runs from August to May. To provide low-cost orchestral education through the Alpharetta Symphony Youth Orchestras program (ages 10-18) and present 4 free concerts at Preston Ridge Community Center in Mar 2026, May 2026, Oct 2026, and Dec 2026. Youth season runs Aug-May. To perform approximately 5 low-cost/free chamber ensemble outreach concerts to various assisted living centers/schools/libraries in 2026. To hold 2 free musical workshops for children in 2026 at the Alpharetta Arts Center and/or Preston Ridge Community Center in Spring/Fall 2026.

The Michael O'Neal Singers, Inc. — $15,900

District 2 · Panel Score 93.00 · Request $30,000 · Award $15,900

Mission: The Michael O'Neal Singers's (MOS) mission is to engage, educate, and enrich Atlanta-area singers and audiences with compelling choral experiences which are innovative, multicultural, and multigenerational.

Scope of Services: To present a concert series of six (6) live choral concerts (with corresponding online choral singing programs for all) at Roswell United Methodist Church in 2026, targeting residents in north Fulton. Concerts include "From Silence to Wonder" on March 22, "Ascending into Light: A Journey of Transcendence" on May 3, "MOS Summer Singers" on TBA in July, "Feel the Spirit" on TBA in October, and "Messiah Sing-Along" and "It's the Holiday Season," both TBA in December. Additional outreach programs include: DVD Bundle Outreach Program (at least 1 concert/month) to hospice and senior living centers throughout all districts of Fulton County year-long; and 2 performances at Lenbrook Senior Living Center.

BronzeLens Atlanta Film Festival — $13,250

District 6 · Panel Score 92.00 · Request $25,000 · Award $13,250

Mission: promote Atlanta as a mecca for film and TV production as well as provide learning experiences for the next generation of filmmakers.

Scope of Services: Collaboratively present, with the Morehouse School of Medicine, the "Bloodlines MS" documentary at Morehouse School of Medicine along with a multidisciplinary panel discussion featuring representatives from the N'tional Medical Asso. and the Asso. of Black Cardiologists, 2/6/2026; Present the 1st Annual Women's Empowerment Day at Spelman College, 3/6/2026; Host the 17th

Annual Women Superstars Honors at the Rialto Center for the Arts, 3/7/2026; Host the 14th Annual Sunday Brunch with the Brothers and Bronze Excellence Award program at Morehouse College, 3/8/2026; Present 2 consecutive weeks of film related panels, workshops and film screenings at the 17th BronzeLens Film Festival, 8/20-23 and 8/27-30, 2026 at Tara Atlanta; Present the Annual BronzeLens Awards, 8/30/2026, at Morehouse

African Diaspora Art Museum of Atlanta — $12,720

District 4 · Panel Score 92.00 · Request $24,000 · Award $12,720

Mission: Amplifies the creativity and innovation of the global African Diaspora through exhibitions, shared learning, and dialogue.

Scope of Services: ADAMA curates experiences that are dynamic, sensory rich, and immersive global representations unapologetically centered on the Black experience. We will produce the following programs in 2026 & 2027: Arts Salon, Exhibits, Bridge Residency, and the Youth Artists Program. We provide more details below.

Flux Projects — $18,550

District 4 · Panel Score 91.00 · Request $35,000 · Award $18,550

Mission: Flux Projects commissions public art that invites audiences in Atlanta to explore the city's sites and stories as a way to imagine its future possibilities.

Scope of Services: To provide public art programming and events from January - December 2026 that engage Fulton County residents, bring opportunities to local artists, and encourage conversations about the critical issues of our time. These efforts will be realized through temporary public art projects and additional programming such as artist talks, tours, and workshops.

Dance Canvas, Inc. — $26,500

District 4 · Panel Score 90.00 · Request $50,000 · Award $26,500

Mission: Dance Canvas' mission is to provide opportunities and venues to increase the awareness of professional dance in Atlanta.

Scope of Services: Dance Canvas is seeking funding for operating support to cover performances, workshops, community outreach and our dance on film program (between Jan 1, 2026 - December 31, 2026. This includes performances, workshops and youth programs for the 2nd half of our 2025-26 season, as well as the 1st half of our 2026-27 Season.

Arts Critic ATL Inc — $10,600

District 4 · Panel Score 90.00 · Request $20,000 · Award $10,600

Mission: ArtsATL's mission is to build and expand arts audiences in order to support a sustainable local arts community that contributes to the cultural and economic vitality of metro Atlanta.

Scope of Services: ArtsATL provides independent arts journalism serving Fulton County and metro Atlanta from January through December 2026. Services include publication of more than 500 original reviews, interviews, and feature stories covering visual art, music, theater, dance, film, and literary arts on the free website ArtsATL.org, alongside a free weekly e-newsletter. In a time of declining arts journalism, this work supports artists, informs the public, and sustains critical dialogue within the cultural community.

Georgia Ensemble Theatre — $26,500

District 2 · Panel Score 89.00 · Request $50,000 · Award $26,500

Mission: Our mission is to create connection between artists and audiences of all ages. In 2025-2026, we are producing our 33rd season of plays and musicals for all ages.

Scope of Services: To present five mainstage plays and musicals at Georgia Ensemble Theatre in Sandy Springs. To produce three professional touring productions for schools, community centers, and senior groups, traveling throughout the metro Atlanta area. To offer year-round classes and camps in performing arts skills for children and adults at Georgia Ensemble Theatre, located at 6285-R Roswell Rd. Sandy Springs, Georgia, 30338.

Roswell Arts Fund, Inc — $22,260

District 1 · Panel Score 86.00 · Request $42,000 · Award $22,260

Mission: to champion the ability of the arts to excite the imagination, strengthen public places, and encourage conversation

Scope of Services: Present monthly (low cost) concerts for less than 100 people two times per month at Roswell Landing and/or Mimosa Hall (once renovations are complete in 2026). - Re-introduce Food is Art concept series twice annually to business and public community

highlighting the artistic effort put into menu, meal and food preparation highlighting local restaurateurs. - Execute year two of the Festival of the Painted Rock, a multi-hour, modestly priced concert highlighting some of the state and region's top bands and musicians, taking place in August, 2026. - Continue with the Painted Utility Box Project (phase II), - Introduce Food Is Art as a unique look into the intersection of art and food from behind the scenes.

Atlanta Workshop Players Inc. — $26,500

District 6 · Panel Score 86.00 · Request $50,000 · Award $26,500

Mission: To educate, challenge and inspire diverse young people through extraordinary theatrical productions, filmmaking and training, in a joyful, supportive, non-competitive atmosphere.

Scope of Services: All programs & shows held in AWP's ACTING STUDIO 13, except outreach programs *Film School Conservatory-Jan-May, August-Dec 2026 *Movie Musical Company-Pro Training program-Jan-May, August-Dec 2026 *77 Live Performances of Plays, Musical Revues, Improv Comedy Jan-Dec 2026 *Four Summer Performing Arts Camps - June & July 2026 * Film & Theatre Internship Opportunities Jan-Dec 2026 * Launch a Parent Group to expand community connection Jan. 2026 *Outreach programs/workshops for immigrant communities-June/July 2026 * Outreach Arts Programs in Fulton Schools -Jan - Feb, Sept-Oct 2026 *10 Film Shorts w/original scripts, music, choreography-Filmed on location 2026 *4 PSAs - filmed on location in Fulton 2026 *14 Industry Pro Workshops-Jan-Dec 2026 *8 Free Workshops: *25 Class Scholarships

South Fulton Institute for Art, Culture and Environment — $26,500

District 6 · Panel Score 86.00 · Request $50,000 · Award $26,500

Mission: To empower underserved communities through access to transformative arts experiences, multidisciplinary education, and cultural advocacy.

Scope of Services: Provide free in-school artistic support through our Boost Program where professional art instructors visit schools in a recurring format to teach master classes and provide direct instruction to young people across Metro Atlanta between January 2026 - December 2026 -2026 Filmer premiere with 4 screenings on April 8th at the Academy Theatre and April 9th at Plaza Theatre -Producing 4 new Filmer Films CREATE Programs -Oakwood Aeolians Live in Concert February 28th -City of East Point Drag Down South June 2026. - Atlanta Quilt Festival from July 30 - September 5 -Challenge the Stats Concert. Free public concerts to be held in September 2026 in Fourth Ward Park and East Point -Digital Learning Program where we do in-depth interviews with Regional Business owners and cultural influencers

Atlanta Dance Theatre — $4,240

District 1 · Panel Score 81.00 · Request $8,000 · Award $4,240

Mission: ADT is committed to performance, dance education, and the local community.

Scope of Services: To present eight classical ballet performances (4 Cinderella in March 2026, 4 Nutcracker in December 2026) at the Roswell Cultural Arts Center To provide the highest caliber dance education to students ages 3-18 in North Fulton To make dance accessible to children in need including twice monthly at The Drake House

Artportunity knocks, inc. — $14,000

District 4 · Panel Score 79.00 · Request $40,000 · Award $14,000

Mission: Artportunity Knocks (AK) is a non-profit organization with a mission to empower youth to make positive and smart choices while increasing opportunities in the Arts, Education, Community Service, and Bridging Cultures.

Scope of Services: To offer our Summer Creative Careers Academy for at-risk teens in Digital Media, Esports and AI Animation.

Caribbean American Cultural Arts Foundation — $5,000

District 4 · Panel Score 72.00 · Request $20,000 · Award $5,000

Mission: The mission of the Caribbean American Cultural Arts Foundation (CACAF) is to educate, empower, and support underserved communities.

Scope of Services: The Caribbean American Cultural Arts Foundation (CACAF) provides a dynamic platform for seniors and veterans to engage in intergenerational healing and creative expression. By pairing these honored community members with professional teaching artists, the program facilitates the creation of unique artistic projects that serve as a bridge to the next generation. These collaborations culminate in vibrant art showcases, where the shared stories and cultural heritage of seniors and veterans are passed down to younger participants, fostering mutual respect and emotional intelligence. Through this intentional mentorship and hands-on instruction, CACAF ensures that the wisdom of the past and the energy of the future are woven together into a stronger, more inclusive community fabric.

OSF $700K–$3M — 16 funded

Theatrical Outfit — $30,000

District 4 · Panel Score 101.50 · Request $50,000 · Award $30,000

Mission: Our mission is to produce world-class theatre that starts the conversations that matter. We envision a compassionate community grounded in dignity, justice, and equity.

Scope of Services: To present a Mainstage season of 5 theatre productions at the Balzer Theater (January-December, 2026). - To produce a concert tour of our commissioned world premiere musical, "Young John Lewis." - To produce the LAUNCHPAD new play festival of 4 Plays (July 2026). - To produce the Made in Atlanta new works program including Summer 2026 residencies for two new plays, and the workshop development of a one-hour version of "Young John Lewis" specifically for school matinees. - To provide an apprentice program for college graduates (January-December, 2026). - To create engagement events (Downtown Dialogues, Page to Stage Talkbacks) throughout 2026. - To produce two one-night only special 50th Anniversary events ("An Evening with Tom Key" and "Holidays at Herren's").

re:imagine/ATL — $28,500

District 4 · Panel Score 99.50 · Request $50,000 · Award $28,500

Mission: RE:IMAGINE ATL is dedicated to equipping marginalized youth with paid opportunities and training to break into the entertainment industry.

Scope of Services: To train 6 youth ages 16-24 in a 10-week filmmaking fellowship, June to Aug. To train 24 youth ages 16-24 in our pre-apprenticeship, Feb - Nov. To provide hands-on training days at our open studio for 35 youth ages 16-24 (Jan-Oct) To provide a 10-month training and mentorship track to 15 HBCU students To provide in and after school programing including our socio-emotional storytelling curriculum, on set training, and studio tours serving 30 students

Horizon Theatre Company Incorporated — $28,500

District 4 · Panel Score 99.50 · Request $50,000 · Award $28,500

Mission: Our mission is to connect people, inspire hope, and promote positive change through the stories of our times.

Scope of Services: Horizon Theatre will create arts outreach and programs for Veteran and Military Families of Fulton County through: 1) A production of I CARRY YOUR HEART WITH ME - a semi-biographical play about a woman from a military family in service as a stenographer of the debriefs of noncoms and POWs returning from the Vietnam War; 2) FREE tickets to all productions in FY26 for all veterans through veteran service organizations; 3) Discounted tickets via our website for military & military families for all productions in FY26; 4) A playwriting workshop with a professional playwright for women in the military and women of military families to tell their stories.

Museum of Design/Atlanta, Inc. — $28,500

District 3 · Panel Score 99.00 · Request $50,000 · Award $28,500

Mission: The Museum of Design Atlanta (MODA) exists to empower people to design a better world.

Scope of Services: In 2026, MODA will present three exhibitions that demonstrate design as a creative force shaping culture, community, and civic life. The U.S. International Poster Biennial (March-May 26, 2026) features global graphic design addressing social, cultural, and political issues. The Porch: An Architecture of Generosity (May-September 2026), originally presented at the U.S. Pavilion of the 19th International Architecture Biennale in Venice, explores the porch as a vital space where private and public life meet. The Library (September-December 2026) examines how libraries are designed and why they matter to democracy and community wellbeing.

Dad's Garage, Inc. — $28,500

District 4 · Panel Score 99.00 · Request $50,000 · Award $28,500

Mission: Our mission is to transform people, communities, and perspectives through laughter.

Scope of Services: Fulton County's general operating support for calendar year 2026 will fund Dad's Garage's year-round artistic programming from January-December at our Ezzard Street theatre in Atlanta's Old Fourth Ward, serving audiences across Metro Atlanta. Support will enable us to continue offering more than 350 innovative, artistic events, including original scripted productions, improvised comedy performances, and community engagement events. Programming will also include youth development services such as summer

camps, academic-year workshops, and tailored performances by the Dad's Garage Ensemble, as well as adult improv and arts education classes offered January-November.

Out of Hand Theater — $28,500

District 4 · Panel Score 98.50 · Request $50,000 · Award $28,500

Mission: Our mission is to fuse art, information, and conversation to drive social change, dismantling racism and building a more just world through community-based theater and storytelling

Scope of Services: To present Thriving Together Atlanta: theater + meal + facilitated dialogue on racism as a public health crisis in community venues across Fulton County (Jan-Dec 2026). To present We Hold These Truths: theater + meal + dialogue on civic identity/American democracy in community venues across Fulton County (Mar-Dec 2026). To present Prisontown: theater + expert-led discussion on immigrant detention in residences and community spaces across Fulton County (Jan-Apr 2026). To deliver custom arts-based engagement programs for public/private/nonprofit partners across Fulton County (Jan-Dec 2026). To provide free theater education in under-resourced Fulton County schools (Jan-Dec 2026). To provide virtual arts-based leadership training for arts professionals (Jan-Dec 2026).

Actor's Express Inc — $19,950

District 6 · Panel Score 98.50 · Request $35,000 · Award $19,950

Mission: Actor's Express inspires people to question themselves, their communities, and the world by creating live theatre in an inclusive space

Scope of Services: To present a series of five plays from Jan. 29 2026 through October 25, 2026 Offer a selection of holiday themed events in December 2026 Train a class of 20 emerging artist apprentices Offer more than two dozen community education programs Commission and workshopping a new full length play by a local playwright Commissioning a one act play from an emerging playwright Provide workshop and rental space for new plays in development

Terminus Ballet, Inc. — $28,500

District 3 · Panel Score 98.00 · Request $50,000 · Award $28,500

Mission: Our mission is to connect people through the beauty, power, and humanity of dance.

Scope of Services: To provide dance classes through the year from age 3 years to 65 years and up targeting residents throughout Fulton County. Classes will be offered at the Terminus Ballet School studios in the TULA Arts Center January 2026-December 2026. 2. To perform professional dance productions through the year for all Fulton County residents. Performances will be offered at Terminus's White Box Theatre in the TULA Arts Center, outdoors in Serenbe, and Woodruff Arts Center's Goizueta Stage for Youth and Families January 2026-December 2026. 3. To provide community engagement through a public dance initiative Terminus Ballet's Wabi Sabi that is free and accessible to the public. These performances will be offered at the TULA Arts Center and at locations across Fulton County throughout the season.

Atlanta Shakespeare Company — $28,500

District 4 · Panel Score 98.00 · Request $50,000 · Award $28,500

Mission: Our mission is 'the communion of actor and audience through poetry'.

Scope of Services: Our proposed Season will include at least 3 gateway shows such as Twelfth Night or Comedy of Errors, three Core Curriculum shows like Hamlet or Romeo & Juliet, at least two Deeper Repertoire shows (Timon of Athens), 1 Family Series show based on classical literature (Three Musketeers), 1 collaborative show with another classics company (Emma presented by Belle Esprit and ASC) A Christmas Carol (gateway and family series show), and one LadyShakes show, in which the cast, crew, and administrative team are all female.

Independent Media Artists / Atlanta Film Society — $28,500

District 4 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: To educate and engage audiences within the creative industry by supporting artists and providing a platform for their work.

Scope of Services: The Atlanta Film Society consists of its signature Festival, the Atlanta Film Festival, April 23 - May 3, 2026, and year-round educational programming that takes place beyond the Festival. Programming includes special screenings, classes, workshops, seminars, and the Festival.

Synchronicity Theatre Performance Group — $28,500

District 3 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: Synchronicity continues our mission to produce smart, gutsy, and bold theatre to spark community connections and uplift the voices of women and girls

Scope of Services: To provide excellent theatrical productions, arts education, and community-building experiences with the mission of uplifting the voices of women and girls. Synchronicity reaches over 20,000 patrons annually through our: mainstage season, including the Bold Voices Series (contemporary plays for adults) and Family Series (plays for families that spark imaginations and encourage literacy); community outreach and engagement activities; workforce development programs including Stripped Bare, Production Boot Camp, Synchronicity Fellowships, and Designers of Color initiatives; and education efforts including our award-winning Playmaking for Girls and Playmaking for Kids programs.

Atlanta Music Project, Inc. — $28,500

District 6 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: The official mission statement of the Atlanta Music Project is to empower youth in under-resourced communities to realize their possibilities through music.

Scope of Services: To provide beginner-level after-school youth band/orchestra/choir programs for students grades K-8; Sept. 2025-May 2026 (AMP Center, Perkerson Park Recreation Center, South Bend Center for Arts & Culture) To provide intermediate/advanced level after-school youth orchestra/choir programs for students grades 6-12; September 2025-May 2026 (AMP Center) To provide private lessons for 50 AMP students; August 2025-May 2026 (AMP Center) To provide a summer festival for students grades 4-12; June 2026 (Carver High School) To present 50 performances; August 2025-July 2026 (throughout Fulton County) To assist AMP students and alumni through college and career counseling; August 2025-July 2026 (AMP Center)

The Museum of Contemporary Art of Georgia — $28,500

District 3 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: collecting and archiving significant contemporary works by Georgia artists, while placing them in a global context through dynamic, world-wide exhibitions

Scope of Services: We're moving to our new facility AND installing all 5 galleries in early '26 - very exciting! Dates are flexible to allow for unknowns. Gallery A: Apr '26 - Apr '28 Radcliffe Bailey + Permanent Collection Gallery B: Apr '26 - Sept '26 Perm. Collect., Nov '26 - Jan '27 Gathered VII Gallery C: Apr '26 - Sept '26 Perm. Collect./Archives, Nov '26 - Jan '27 Gathered VII Gallery D: Apr '26 - Aug '26 Perm. Collect., Aug '26 - Oct '26 WAP Apprentices Gallery E: Apr '26 - Jun '26 Perm. Collection, Aug '26 - Oct '26 WAP Fellow Wilay Mendez-Paez, Nov. '26 - Jan '27 WAP Fellow Stephen L. Anderson 4 Education/Outreach Programs in Spring '26 3 YAP workshops (4 wks ea.) at MOCA GA in summer months 2 Artist talks + 1 curators talk at MOCA GA Fall '26 3-4 ?Art Class with Staff (ea. 6-week art workshops)

Atlanta Contemporary Art Center — $28,500

District 6 · Panel Score 95.50 · Request $50,000 · Award $28,500

Mission: The Atlanta Contemporary's mission is to advance contemporary art by supporting artists, fostering experimentation, and connecting audiences to new ideas through dynamic exhibitions and educational programs.

Scope of Services: To present 2 exhibition cycles in 2026 (Winter/Spring + Summer/Fall) for a total of 14 exhibitions. To produce 12 Contemporary Talks in conjunction with our exhibitions throughout the year (February- December 2026). To offer 13 subsidized studio spaces through our studio artist program throughout the year (January - December 2026). To produce 2 Open Studios (Spring + Fall), featuring the work of our studio artists. To offer 8 Contemporary Kids programs for Fulton County youth ages 3+ throughout the year (February- December 2026). To offer 8 in-gallery yoga sessions throughout the year (February- December 2026).

True Colors Theatre Company — $26,500

District 6 · Panel Score 94.50 · Request $50,000 · Award $26,500

Mission: True Colors' mission is to celebrate the rich tradition of Black storytelling while giving voice to bold artists of all cultures

Scope of Services: To present our 23rd season, which continues to examine the ways Blackness permeates global cultures and subcultures-intersecting not only with a variety of ethnicities and races, but also with artistic movements, religions and geographies. The season includes: - Next Narrative Monologue Competition Atlanta Regionals (January - March 2026) - Cinderella, the Enchanted Version (May-July 2026) - Tank Stranger, a world premiere by James IJames (August-October 2026) - Community Engagement events including True Talks and MARTA ArtBound (February - December 2026)

Art Farm — $7,950

District 5 · Panel Score 85.50 · Request $15,000 · Award $7,950

Mission: The Art Farm at Serenbe mission is to cultivate meaningful partnerships for programming, learning, and outreach while honoring local diversity.

Scope of Services: The 2026 Art Farm at Serenbe season presents a bold, multidisciplinary lineup spanning theatre, music, dance, film, and education. Highlights include spoken word artist Sarah Kay; an inclusive, immersive production of Waitress; the comedic re-imagining M.A.C.B.E.T.H; and youth programming with Dad's Garage Kids Improv Camp. Music offerings range from jazz artists Cyrille Aimée and Scotty Barnhart to 8 free summer classical concerts and experimental sound performances. Dance features Terminus Modern Ballet and Giwayen Mata. Film weekends spotlight Ailey, Rescued Hearts, and Viva Verde!, reinforcing Art Farm's commitment to artistic excellence, community, and innovation.

OSF $3M+ — 5 funded

High Museum of Art — $28,500

District 3 · Panel Score 98.30 · Request $50,000 · Award $28,500

Mission: The High Museum of Art's mission is to bring art, ideas, and people together to amplify the importance of artistic expression, envision a better future, and positively change Atlanta.

Scope of Services: Operating support will enable the High Museum of Art to collect, interpret, and preserve works of art, striving to engage and educate regional, national, and international audiences while promoting scholarship through research and publication. In addition to a full roster of special exhibitions, community outreach will continue with a wide variety of public events serving the diverse citizenry of Fulton County.

Center for Puppetry Arts, Inc. — $28,500

District 3 · Panel Score 95.30 · Request $50,000 · Award $28,500

Mission: to inspire imagination, education, and community through the global art of puppetry

Scope of Services: To use the global art of puppetry as a means to provide Fulton County residents educational experiences that encourage creativity, support school-day learning, fuel holistic development, and provide accessible, hands-on opportunities to participate in arts activities. From January - December 2026, the Center will delight audiences of all ages with sophisticated, fully-staged puppetry performances; museum exhibits that put puppetry into global, cultural, and historical contexts; and interactive arts-infused education programs for children and adults, including live digital performances and workshops to provide in-class and in-home virtual programming.

Atlanta Jewish Film Society, Inc. — $26,500

District 5 · Panel Score 92.60 · Request $50,000 · Award $26,500

Mission: The mission of the Atlanta Jewish Film Festival (AJFF) is to inspire diverse communities to new levels of social and cultural understanding by showcasing entertaining and thought-provoking Jewish film.

Scope of Services: To present the 26th annual Atlanta Jewish Film Festival from February 18 - March 15, 2026 (in-person presentations February 18 - March 3; streaming March 6 - 15). The festival will include 50 narrative and documentary features and 16 shorts from around the world, as well as special events. In-person screenings will take place in the Plaza Theatre, Tara Theatre, Sandy Springs Performing Arts Center, and The Springs Cinema & Taphouse in Sandy Springs. Education and community engagement events will include 12+ in-person and virtual "In Conversation" sessions, a Field Trip Screening, a Student Filmmaking Competition, and a Building Bridges event, in addition to carrying out the Filmmaker Fund and in-classroom film screenings with related curriculum.

Alliance Theatre — $26,500

District 3 · Panel Score 91.60 · Request $50,000 · Award $26,500

Mission: Mission. Atlanta's national theatre, expanding hearts and minds, onstage and off.

Scope of Services: To produce fourteen (14) fully produced productions, including three (3) Alliance Series productions on the Coca-Cola Stage; two (2) Hertz Series productions on the Hertz Stage; three (3) Theatre for Youth & Families productions on the Goizueta Stage for Youth & Families and one (1) on the Coca-Cola Stage; four (4) Kathy & Ken Bernhardt Theatre for the Very Young productions in the Selig Family Black Box and on tour; and one (1) touring middle school production. To program year-long programs, including Alliance Theatre

Institute in-school residency programs and professional development workshops for teachers, teen programming, and community engagement activities. (January - December 2026)

Robert W. Woodruff Arts Center / Atlanta Symphony Orchestra — $26,500

District 3 · Panel Score 91.30 · Request $50,000 · Award $26,500

Mission: Our mission is to "unite, educate and enrich our community through the engaging and transformative power of orchestral music experiences."

Scope of Services: To present 125 live classical music concerts, popular music concerts, and movies with orchestra concerts at Symphony Hall. To present free live music performances and workshops in Fulton County neighborhood venues and schools. To provide a year of music education programs such as Music for the Very Young and Students at the Symphony concerts that serve Fulton County students and toddlers. To provide a year of advanced music training to Fulton County students through the Atlanta Symphony Youth Orchestra and Talent Development Program. To present a year of virtual classical concerts, holiday and family concerts, and education programs

PSF < $200K — 13 funded

gloATL Inc — $15,000

District 6 · Panel Score 100.00 · Request $25,000 · Award $15,000

Mission: To make dance as a collaborative platform of contemporary physical experience.

Scope of Services: The Blooming City supports ongoing efforts to redeem what has been left behind in the Palmetto community of South Fulton by employing the practices of movement and music, garden literacy education, and social interaction from February 14 - December 2026. Using the past as a liberating force to embolden the present, we are imaginatively sowing wildflowers, hosting Art, Flea & Farm markets and parlors, guiding art & ecology classes, and creating music and movement processions to carry us through the world we dream: *3 acre wildflower prairie along historic railroad lines in Downtown. *In-school Movement/Ecology classes. *Art, Flea & Farmers market. *Downtown large - scale banners. *New interdisciplinary creation.

Dancical Productions, Inc. — $9,120

District 6 · Panel Score 99.60 · Request $16,000 · Award $9,120

Mission: Our mission is to train, produce and present technical and creative dancers, performers and educators with a special emphasis on transformation, leadership and the celebration of African-American culture while sharing in diversity.

Scope of Services: This project support grant will fund three major initiatives: (1) Mojah Technique Workshops across Fulton County at locations including- but not limited to- Southwest Arts Center, Spelman College, Woodward Academy, and local arts centers to make the technique accessible and foster collaboration. (2) Performances showcasing Mojah at Rialto Center for the Arts, SWAC black box and main stages, schools, and community sites such as Briar Hills Elementary and Sadie G. Mays Nursing Home. (3) The 26th Annual Mojah Dance Festival & Conference (July 20-26, 2026, in partnership with SWAC) providing certification in Mojah, advancing research, practice and form.

Joel Chandler Harris Association / Wren's Nest — $5,700

District 4 · Panel Score 99.30 · Request $10,000 · Award $5,700

Mission: To preserve our significant historic site, champion storytelling and cultivate readers and writers through educational and cultural programming.

Scope of Services: Present weekly storytelling performances and house tours (Jan-Dec 2026). Offer free Phoenix Flies preservation tours in partnership with Atlanta Preservation Center (Mar 2026). Offer free Jane's Walk tours in partnership with the Museum of Design Atlanta (May 2026). Host a porch party, house tour, and concert, in partnership with West End Neighborhood Development (Mar, Jun, Sep 2026). A week-long Scribes summer camp (Jul 2026). Additional programs produced in-house will include school field trip tours; new Scribes digital storytelling workshops for high school students; writing and public speaking programs for Girl Scouts; programs for homeschool families; a Halloween-themed storytelling event and Holiday-themed tours.

Atlanta Freedom Marching Band, Inc. — $6,555

District 3 · Panel Score 98.50 · Request $11,500 · Award $6,555

Mission: Atlanta Freedom Bands provides a positive representation of our city's lesbian, gay, bisexual, transgender, and ally community through music.

Scope of Services: Atlanta Freedom Bands will present a series of three wind band concerts: March 21, 2026 - Georgia on Our Minds A concert of "home-grown" music by Peach State composers. June 20, 2026 - Americans We AFB celebrates the wide range of voices that make up our country on its 250th birthday. AFB will commission a new work by Christopher Kyle Green. December 19, 2026 - Holiday Passport The Concert Band takes the audience around the world with a program that highlights holiday celebrations around the world. The concerts include AFB's Student Composer Residency program. AFB will invite a student composer to provide a work for each concert. We plan for all three concerts to take place at the Ray Charles Performing Arts Center at Morehouse College, 900 West End Ave SW, Atlanta 30310.

SIDEWAYS Contemporary Dance Co. — $11,400

District 3 · Panel Score 97.60 · Request $20,000 · Award $11,400

Mission: SIDEWAYS is committed to fostering dance appreciation by pairing the artform with authentic storytelling.

Scope of Services: To present a production of four (4) performances targeting residents in Roswell & Alpharetta. Performances will be held at the Mimms Museum of Technology and Art from November 21-22, 2026. To offer outreach programming to Alpharetta and Roswell in the form of Physio Jazz workshops with FSDC (Workshops held 1X per Quarter throughout the 2026 year) To involve a minimum of 130 local youth in the performance of Once Upon A Holiday November 21st-22nd. To create a holiday market of local artists and business to be showcased November 21-22 at Once Upon A Holiday. To donate 50 tickets to local non-profit groups supporting families with children with developmental disabilities To perform at two (2) performances of Once Upon A Holiday with FSDC

ShowAbility — $5,300

District 4 · Panel Score 94.30 · Request $10,000 · Award $5,300

Mission: SHOWAbility's mission is to increase visibility, relatability, belonging, and consideration for people with disabilities in the arts, while honoring the vital role of families and caregivers who support their participation.

Scope of Services: SHOWAbility will expand its existing Star Collective Artist Readiness & Support Program during FY26 to better serve artists with disabilities across multiple disciplines, including singers, dancers, actors, musicians, and poets. The project strengthens current programming by deepening understanding of artists' disability-specific needs and accommodation requirements while responding to real-world casting and job opportunities. Services include primarily virtual engagement with occasional in-person meetups, artistic coaching and skill development, referrals to supportive resources such as SSI/SSDI-related financial literacy and facilitated peer-to-peer connection. The program supports artist independence, readiness, and access to employment opportunities throughout Fulton County & beyond.

Young Generation Movement, INC. — $13,250

District 5 · Panel Score 92.60 · Request $25,000 · Award $13,250

Mission: The Movement's mission is to cultivate confident, creative, and socially conscious young leaders by providing equitable access to arts, nature-based learning, and community-centered cultural experiences.

Scope of Services: To provide a youth-led public art and eco-art pilot program serving students from the Ninth Grade Annex and surrounding Fulton County community. Services will include four (4) eco-art and garden-based workshops utilizing preserved botanical materials, three (3) collaborative mural planning and design sessions, and the creation and installation of a public mural and modular art display along the fence at YG Community Center Park. Programming will occur March 2026 - September 2026 and will culminate in a public Art Expo and Honor Celebration at the park, followed by an exhibition at YG Urban Café showcasing student-created climate art that highlights environmental impact and sustainability.

The Creative Academy inc. — $11,925

District 6 · Panel Score 91.60 · Request $22,500 · Award $11,925

Mission: Our mission is to mold young creative passions through innovative programs, empowering the next generation to dream big, create boldly, and serve their community.

Scope of Services: To provide creative arts education and workforce development programming for underserved youth in Fulton County through music production, photography, and videography. Programming will include hands-on workshops, collaborative projects, and

career-focused instruction led by industry professionals. Services will be delivered through school-based sessions, weekend workshops, and community activations serving Fulton County communities. Programming will take place from April 2026 through August 2026 at TCA facility located within Fulton County. Programs will culminate in student-created projects that demonstrate technical skill, creative expression, and career readiness.

Learning In Color Corporation — $10,600

District 3 · Panel Score 89.60 · Request $20,000 · Award $10,600

Mission: The mission of Learning In Color is to improve the academic and social emotional learning outcomes of K-12 students by designing inspiring, color-rich, art-filled, educational facilities that help students make meaningful connections to their learning environments.

Scope of Services: To transform the outdoor amphitheater courtyard area of Benteen Elementary School into an extended learning arts hub with multiple mural installations and vibrant paint colors to host student, staff and community gatherings. The art will highlight the school's Dual Language Immersion program with messaging in both English and Spanish. The project will include 4 distinct installations; 2-exterior wall murals; (1)20ft x 20ft, (2) 20ft x 12ft, (3) painted seating area and (4) surface art for extended learning opportunities (January 2026, April 2026, July 2026 and Oct 2026)

The Atlanta Wind Symphony — $5,257

District 1 · Panel Score 88.60 · Request $9,919 · Award $5,257

Mission: The Atlanta Wind Symphony's mission is to make exciting performances of significant music available to audiences of all ages in the greater Atlanta area

Scope of Services: This application requests funding to enable the Atlanta Wind Symphony to present 10 musical events impacting Fulton County: - Three concerts by the full wind ensemble in collaboration with Fulton County school band programs: a joint concert with the Milton High School Wind Ensemble on February 22, a joint concert with the Chattahoochee High School Wind Ensemble on May 9, and a joint concert with the Roswell High School Wind Ensemble in December (exact date pending) - One concert featuring a special solo-performance by the AWS at Milton High School in October (exact date pending) - Six chamber music performances for senior citizens by various AWS small ensembles (brass quintet, woodwind quintet, clarinet quartet, saxophone quartet) at Fulton County senior centers.

R2ISE, inc. — $6,983

District 4 · Panel Score 80.00 · Request $19,950 · Award $6,983

Mission: R2ISEs mission is to provide a safe, welcoming space for those in or seeking recovery from addiction or mental health challenges, fostering wellness through the arts.

Scope of Services: Scenes From My Dream" is designed to empower young adults who are living with mental health challenges and/or substance abuse disorders to imagine and articulate their hopes for the future through the theatrical arts. Over a 15-week planning and collaborative play process, participants will work with teaching artist to transform personal dreams into short, staged scenes. The process is designed to build confidence and encourage participants to envision possibilities beyond current life circumstances. Workshops will begin March 2026-August 2026. The project will culminate in two public performances in October 2026 at the Actors Express Theatre, each followed by a facilitated talk back.

A Lady Named Pearl Foundation, Inc — $2,898

District 3 · Panel Score 75.60 · Request $8,280 · Award $2,898

Mission: A Lady Named Pearl is dedicated to shaping the confidence of girls and women to become future leaders through immersive modeling, leadership, and entrepreneurship training.

Scope of Services: To provide fashion design training to five students from the A Lady Named Pearl Modeling & Leadership Academy from September 2026 to November 2026. Students will present designs at an exhibition held at The Studio House in December 2026.

Beacon Dance Company — $3,375

District 4 · Panel Score 70.30 · Request $13,500 · Award $3,375

Mission: The mission of Beacon Dance is to facilitate the development of people's understanding of the art of movement as a means of communication and reflection.

Scope of Services: To create and present a series of three (3) free productions to the citizens of Fulton County highlighting Social Justice issues and Accessibility in our world. Performances will be held in The B Complex Artist Cooperative in April, 2026, and October, 2026,

and in Perkerson Park in the Capitol View Neighborhood in April, 2026. To offer outreach programming both in person and virtual to underserved senior communities throughout the year. (January, 2026-December, 2026).

PSF $200K–$699K — 17 funded

Atlanta Festival Academy, Inc. — $30,000

District 1 · Panel Score 103.00 · Request $50,000 · Award $30,000

Mission: The Atlanta Festival Academy's core mission is "Inspiring the Next Generation of Musicians."

Scope of Services: To present the AFA Summer Festival, a two-week intensive classical music education and performance program, in Fulton County from July 20-August 1, 2026 To provide a Chamber Music Seminar for 80 pre-college musicians from July 20-July 25, 2026, at Johns Creek United Methodist Church (JCUMC) and culminating in a public chamber music concert on July 28, 2026 To present a public recital on July 25, 2026 by the 2025 winner of the AFA Young Artist Competition To present violin and chamber music masterclasses led by artist-faculty from July 27-August 1, 2026 To provide an Orchestra Intensive for 100 advanced pre-college musicians aged 13-18 from July 27-August 1, 2026, with rehearsals at JCUMC and a final public symphonic concert on August 1, 2026, at the Sandy Springs Performing Arts Center

staibdance — $14,700

District 3 · Panel Score 100.00 · Request $24,500 · Award $14,700

Mission: staibdance is an Atlanta-based dance company that uses the transformative art of contemporary dance to explore universal aspects of the human experience that inspire, engage, and build community.

Scope of Services: Final planning for (MC)2: Moving Culture, Moving Community (January-August 2026) - The 3rd iteration of (MC)2: Moving Culture, Moving Community, a multi-cultural dance festival uniting Atlanta-based culturally rooted dance organizations under one roof for six days of performances, classes, and community conversations running August 24-29, 2026. The Atlanta community will experience cultural dance traditions ranging from Indian, African, Hip-Hop, Mexican, Chinese, Flamenco, Tap, and beyond. - Presented by Roswell Cultural Arts Center and in partnership with Tolbert Yilmaz School of Dance, the festival offers the following: 13 classes 1 community conversation 2 evenings of performances

Ballethnic Dance Company, Inc. — $28,500

District 6 · Panel Score 99.30 · Request $50,000 · Award $28,500

Mission: Our mission is to be a global catalyst for social change through presenting ballet with our own fusion of African dance concepts.

Scope of Services: Ballethnic will present Urban Nutcracker: An Atlanta Holiday Tradition, returning to Morehouse King Chapel where it debuted more than 30 years ago. This project running from March through December 2026 includes: wardrobe repair, refurbish and/or replace props, set pieces, marketing and auditions, workshops and rehearsals for children, advanced teens, pre-professionals and community dancers including senior citizens roles held at our East Point studio; (4) performances of Urban Nutcracker during December 2026.

drawchange Inc — $28,500

District 4 · Panel Score 99.00 · Request $50,000 · Award $28,500

Mission: mission to inspire youth to change the world through arts, education, mentorship, entrepreneurship, and community-centered learning

Scope of Services: During 2026 we will continue providing Art Therapy-based curriculum to youth (5-10) in two homeless shelters and one afterschool program in Fulton County. This includes two shelters, City of Refuge in Bankhead (Mondays) and Nicholas House in Grant Park (Thursdays) and an afterschool program, Caminar Latino in the Old Fourth Ward every other week. With Fulton County's partnership, we will reinstate Art Camp, held at the Goat Farm Arts Center (drawchange's main office) during school breaks. Each program allows children to participate in art projects that become an outlet for imagination and self expression with exposure to variable artistic mediums. Afterwards, they have the opportunity to share their artwork and receive positive feedback.

Camp Village, Inc. — $28,500

District 6 · Panel Score 99.00 · Request $50,000 · Award $28,500

Mission: Our mission is to inspire youth to change the world through arts, education, mentorship, entrepreneurship, and community-centered learning

Scope of Services: Camp Village, Inc. will provide year-round afterschool and summer arts programming for youth ages 5-24 in Fulton County from January 2026 through December 2026. Services include visual arts, media arts, documentary filmmaking, design workshops, mentor-led artist residencies, public exhibitions, film screenings, and community conversations. Programming will culminate in student exhibitions, documentary premieres, and the publication "If the World Were Built for Us." Activities will take place at Camp Village program sites and partner venues throughout Fulton County.

Grow Your World — $22,800

District 4 · Panel Score 99.00 · Request $40,000 · Award $22,800

Mission: The mission of drawchange is to "unlock potential, nurture imagination, and strengthen self-esteem for children experiencing Adverse Childhood Experiences (ACEs) through healing, art therapy-based programming

Scope of Services: To provide arts-based workforce and creative programming for young people ages 13-24 through INKounter's Youth Audio Collective and Empowerment Chair from January 2026 through December 2026. Services will be offered at City of Refuge, Raising Expectations, professional recording studios, and community-based sites throughout Fulton County. Weekly Youth Audio Collective sessions will provide instruction in audio production, songwriting, and recording during afterschool and specialized programs. Empowerment Chair services will offer hairstyling instruction and free haircuts in accessible community settings. INKounter will also host a Youth Hour during ATL Hip Hop Day on September 5-6, 2026.

Enrich Kids Now / Youth Enrichment Services — $28,500

District 6 · Panel Score 98.30 · Request $50,000 · Award $28,500

Mission: Our mission is to improve the opportunities of youth by providing quality education and enrichment programs that allow access and exposure to the arts, sports and wellness activities.

Scope of Services: To host 40 low cost dance and theater after school class sessions, Spring (20) and Fall (20), for Fulton County youth ages 3-12 from January 2026 to May 2026 (Spring) and from September 2026 to December 2026 (Fall). Each class session will include 12 weekly performing arts classes that will be held at on-site schools and community centers throughout Fulton County. To host 4 free dance and theater Specialty Saturday Workshops for Fulton County youth ages 3-12 between January 2026 to December 2026.

Johns Creek Chamber of Commerce — $19,950

District 1 · Panel Score 98.30 · Request $35,000 · Award $19,950

Mission: The mission of the Johns Creek Chamber of Commerce is to act as the premier resource to help local businesses connect, grow, and thrive.

Scope of Services: To integrate professional artists into existing Johns Creek Chamber monthly and quarterly business events throughout 2026, including Business After Hours (monthly networking averaging 20 attendees), quarterly Economic Development Luncheons, State of the Chamber Awards, and annual signature events. Professional artists will provide performances enhancing existing event programming with competitive compensation. All programming features 100% free member access with multicultural artist representation. Services provided January 2026 - December 2026 at existing Chamber event venues throughout Johns Creek (Fulton County District 1).

Radio Free Georgia Broadcasting Organization, Inc. — $22,800

District 4 · Panel Score 98.00 · Request $40,000 · Award $22,800

Mission: ensuring open access to the airwaves and amplifying voices that have historically been denied a platform in broadcast media through broad and meaningful community involvement.

Scope of Services: During 2026, WRFG's Community Programs will tentatively feature Community Sessions Concert Series in Feb, Apr, Jun, Aug and Oct; The Global Drumbeat World Music Festival that feature local and regional global music artists in Apr; the Annual Labor Day Blues BBQ Concert in Sep celebrating blues music; Americana in the Park Concert highlighting Americana music in Apr; the Holiday Kickback featuring independent artist in November; and the Lioness Den Women's led Music Festival in December. Community Programs also include film screenings, panel discussions and visual arts exhibits that take place throughout the year. Locations for these events will take place in the WRFG Community Room, the Roswell Unitarian Universalist Church, the Park Tavern, Westside Motor Lobby and Buteco.

Georgia Radio Reading Service, Inc. — $28,500

District 6 · Panel Score 97.60 · Request $50,000 · Award $28,500

Mission: The Praise House Project Inc. is an arts and social justice initiative that places multimedia, site-specific public art installations in communities to preserve Black narratives, honor African American history, and counter erasure and systemic inequities.

Scope of Services: This program produces immersive audio cinema through original scripted audio dramas created specifically for blind, low-vision, and disabled audiences. By centering disabled artists in storytelling, performance, and production, the program advances accessibility as an artistic practice while expanding equitable access to high-quality cultural content. The project supports professional development for disabled and youth artists and contributes accessible media works to Fulton County's arts landscape.

Generation Infocus Foundation — $28,500

District 4 · Panel Score 97.60 · Request $50,000 · Award $28,500

Mission: Our mission is to empower students, families, and communities through high-quality Arts and STEM education, fostering creativity, workforce readiness, and lifelong learning.

Scope of Services: To provide an Entrepreneurial Arts Program for Veterans, a workforce development initiative that equips veterans with hands-on training in creative production and small business development. Participants will learn to operate industry-relevant tools, including a Glowforge, machine embroidery, and T-shirt and apparel printing, allowing them to build a business in the arts. The classes will occur in 2-3 eight week courses, held two days per week between July 2026-December 2026

Atlanta Young Singers of Callanwolde, Inc. — $28,500

District 4 · Panel Score 95.60 · Request $50,000 · Award $28,500

Mission: The mission of the Atlanta Young Singers is to nurture youth ages 7–18, developing self-confidence, music fluency, creative life skills, the highest standards of musical performance, and a deep respect for others through a comprehensive choral education program.

Scope of Services: AYS MY JOURNEY YOURS Outreach Series ONLINE/IN-PERSON 2026: ●FREE all-day AYS YOUNG MEN'S POWER SING, Morehouse NOV workshops, FREE public perf ●AYS NEXT DOOR PROJECT CPH FEB-MAR, OCT-DEC 2026 ●FREE 2026 OUTREACH Series: WORKSHOPS with Partner Schools & Orgs Fulton Co. MAR-APR; SEPT-NOV ●AYS Summer Music Camp CPH 1 session JUN AYS WEEKLY CLASSES/REHS ●1½-hr, 5x/wk, CPH JAN-MAY, SEPT-DEC ●45-min wkly K/1 students CPH JAN-APR AYS PERFORMANCE SERIES ●UNITED in PURPOSE PERF TCC & YC CPH MAR 15 ●MIXTAPE: 51st ANNIV CELEBRATION, ALL AYS Choirs CPH MAY 17 ●RECITALS-MAR,JUN,DEC,CPH/DHPC TEACHER EDUCATION ● Pre-service teacher trainings - JAN-APR, SEPT-DEC

Autrey Mill Nature Preserve Association — $5,643

District 1 · Panel Score 95.00 · Request $9,900 · Award $5,643

Mission: Autrey Mill Nature Preserve's mission is to create a destination and educational resource that inspires exploration, appreciation, and preservation of the natural environment and local history.

Scope of Services: Present (2) free Behind the Music Live outdoor concerts combining professional music and historical storytelling. * Host (30) Saturday Socials offering history-based arts and crafts for families. * Produce (3) history-focused podcast episodes featuring local historians and experts. * Conduct (2) Historic Homes Open House Days, activating Autrey Mill's 19th-century buildings through immersive interpretation. * All programs will take place at Autrey Mill Nature Preserve in Johns Creek, Georgia, from January 2026 through December 2026.

Black Collegiate Gaming Association, Inc. — $26,500

District 3 · Panel Score 90.60 · Request $50,000 · Award $26,500

Mission: The Black Collegiate Gaming Association (BCGA) mission is to provide students of color and underserved youth with the education, resources, and career opportunities needed to enter the gaming and esports industries, pivoting them from mere consumers into active contributors, innovators, and future leaders.

Scope of Services: The Corners to Colleges program provides high school students, particularly those from underserved communities, with insight into career opportunities in the gaming and esports industry while introducing them to HBCU college life. By immersing participants in immersive college activities , workshops, gaming and innovation labs, and real-life projects with corporate partners, the program aims to enhance problem-solving skills, ease the college transition, and unlock pathways to success in gaming and technology. The Girls Got Game program empowers young women to explore gaming, e sports, and technology through hands-on activities, mentorship, and real-world skill development. The program helps participants discover career pathways and thrive in spaces women are underrepresented

Praise House Project Inc. — $26,500

District 4 · Panel Score 90.00 · Request $50,000 · Award $26,500

Mission: Praise House Project's mission is to preserve Black narratives, combat historical erasure, and address systemic inequities through site-specific, multimedia public art

Scope of Services: Continue to present the Praise House Project at South-View Cemetery to acknowledge the 1906 Race Massacre and the African American History of the City of Atlanta. To provide related community programming in the South Atlanta and the King HIstoric District areas throughout 2026, Move the structure to Freedom Park to to acknowledge the 120th anniversary and to acknowledge the Civil Rights History of our city - this will be in time for the World Cup and will be in community for a full year. Engage strategic community partners in metro Atlanta to determine the path and permanent location of the current Praise House.

Cabbagetown Initiative — $13,250

District 4 · Panel Score 85.60 · Request $25,000 · Award $13,250

Mission: The mission of the Cabbagetown Initiative Community Development Corporation is to enhance the quality of life in the neighborhood by empowering neighbors to act collectively for community development.

Scope of Services: This is a series of mural installations in Cabbagetown, Atlanta's oldest mill village. From the exterior of Fulton Cotton Mill, along the CSX Hulsey Yard wall (Wylie Street), to Krog Tunnel, the Cabbagetown Initiative conducts four major art installations, supplemented by literary accessibility outreach (creative audio descriptions of the murals). April, August, September, & December 2026 will see Cabbagetown's Forward Warrior project coordinate a synthesized series of artist engagement and audience participation that will continue to delight visitors from around the world. Thank you for taking the time to learn more about our project. Strategic changes in 2026 will make our process more efficient and impactful, reaching a larger audience and helping more artists.

3D Girls, Incorporated — $8,750

District 4 · Panel Score 83.67 · Request $25,000 · Award $8,750

Mission: The mission of 3D Girls, Inc. is to educate and empower young women to become advocates for themselves and their families through mentoring, prenatal and parent education, and social-emotional wellness

Scope of Services: Girls Link Up follows an annual calendar that blends arts-integrated STEAM learning, mentorship, and social-emotional wellness. Programming launches in January with weekly sessions and culminates in a March Women's History Month showcase that amplifies youth voice. May includes staff training and parent orientation to strengthen consistency and engagement. Summer Camp runs June 1-28 with a final student showcase. Juneteenth is observed through an array of dance, art and food expo called Culture Fest. July-August supports evaluation, strategic planning, and curriculum refinement. The school-year cycle resumes in September with an 18-week after-school arts program, an October STEAM + SEL camp, November evaluation and program closeout, and a December celebration showcasing student growth.

PSF $700K–$3M — 12 funded

Los Ninos Primero Inc — $30,000

District 2 · Panel Score 100.00 · Request $50,000 · Award $30,000

Mission: LNP's Mission is to empower Latino students & their families from early childhood to college through holistic academic, leadership, and community programs.

Scope of Services: Deliver performance, visual and musical arts programs through classes, workshops, and performance opportunities in Spanish and English for low-income Latino children & their families. - Jan to Dec 2026: Outreach afterschool, Saturday School and Summer arts program where 410 children aged 5 to 10, and 170 youth aged 13-18 participate weekly in music sessions with Rialto Jazz & independent music teachers. - Jan to Dec 2026: Collaborative Learning Workshops with The Alliance Theatre - Jan to Dec 2026: Art instruction and activities provided by Paint Love during Saturday School and Summer Program sessions - Provide 3 showcases: June 2026 Sunday Celebration Children's Chorus Concert; May and Dec 2026 Music and Dance Showcase - Nov 2026: Day of the Dead celebration in the Oakland Cemetery

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William Breman Jewish Heritage Museum — $28,500

District 3 · Panel Score 97.60 · Request $50,000 · Award $28,500

Mission: The Mission of the The William Breman Jewish Heritage Museum (The Breman) is to connect people to Jewish history, culture, and arts.

Scope of Services: Throughout 2026, The Breman will present 20+ arts and cultural programs including exhibitions, concerts, performances, and artist/author talks that appeal to diverse audiences and provide meaningful and memorable experiences. Activities and events will be held at The Breman and at a variety of partner venues in Fulton County.

VOX Teen Communications — $28,500

District 4 · Panel Score 97.00 · Request $50,000 · Award $28,500

Mission: VOX's mission is to prepare teens for life, career, and community by harnessing the power of youth voice and uncensored self-expression.

Scope of Services: To provide a free, accessible afterschool and summer arts program for Fulton County teens ages 13-19 from January-December 2026. This program will include skill-building opportunities, self-expression workshops, coverage opportunities, community showcases, poetry activities, and leadership development. Teens will be supported by adult staff and volunteer mentors in creating original content that is published digitally on VOXATL.org and social media channels and in our print publications. We will use a hybrid model with both virtual and in-person activities. The majority of in-person activities will take place at VOX's downtown Atlanta program space. We will participate in community events with partner organizations and host our own events at artistic venues throughout Fulton County.

Fresh Films — $28,500

District 6 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: to positively impact the trajectory of diverse, underestimated teens and young adults by combining a professional film production studio with a youth training ground.

Scope of Services: Fresh Films' Career Pathway program from January 1, 2026 through December 31, 2026 supports Fulton County high school youth attending Carver STEAM Academy HS, KIPP Atlanta Collegiate and Drew Charter HS to (i) learn the fundamentals of film/television production completing scripted, music video, unscripted and documentary projects over 18 weeks/2x per week (90 hours of tech training); (ii) 15 hrs soft skill development with Paramount, Fremantle, and others teach interviewing, set etiquette, communication skills, preparing resumes/reels, and more; (iii) 60 hour summer on-set apprenticeship on the set of a real film/tv production set builds essential workforce readiness skills for high-wage growing jobs in the creative economy. (iv) optional level 2 adobe certification for postproduction

Historic District Development Corporation — $7,950

District 4 · Panel Score 94.60 · Request $15,000 · Award $7,950

Mission: The mission of the Historic District Development Corporation (HDDC) is to passionately set the standard for strengthening, revitalizing, and preserving the identity and history of communities through equitable and inclusive development.

Scope of Services: To implement the Mtamanika Youngblood Curator in Residence Program, a year-long, curatorial residency. The program will support one curator to research, develop, and present three original exhibitions with complementary public programming, including artist talks and community workshops. Activities will take place from April 2026 through December 2026 at Haugabrooks Gallery on Auburn Ave. All exhibitions and programs will be free and open to the public.

Harvest Rain Early Learning Academy — $7,950

District 5 · Panel Score 92.00 · Request $15,000 · Award $7,950

Mission: The mission of Harvest Rain Academy is to transform our community to impact nations by equipping, mentoring, and empowering children and youth to live successful, purpose-driven lives.

Scope of Services: To provide quality arts education classes for senior citizens and 10 inspiring performances by senior citizens comprising the QLS Handbell Choir, QLS Ballroom Dancers, Chorus and Line Dancers throughout the year (January 1 - December 31, 2026)

Quality Living Services, Inc. — $3,180

District 6 · Panel Score 91.60 · Request $6,000 · Award $3,180

Mission: The mission of Quality Living Services, Inc. (QLS) is to ensure seniors gain greater accessibility to services necessary to lead meaningful, dignified lives, and to empower the senior population of metropolitan Atlanta through a self-help program of seniors helping seniors to remain independent and productive community members

Scope of Services: To provide quality arts education classes for senior citizens and 10 inspiring performances by senior citizens comprising the QLS Handbell Choir, QLS Ballroom Dancers, Chorus and Line Dancers throughout the year (January 1 - December 31, 2026)

Music Education Group (MEG) — $26,500

District 4 · Panel Score 91.30 · Request $50,000 · Award $26,500

Mission: The Music Education Groups mission is to teach students life skills and career development through music, film, and digital media.

Scope of Services: The Music Education Group, Inc. (MEG) shall provide arts education and workforce development services to 100 youth in Fulton County. a. Services shall expand programming and wrap around services at the Mothers Against Gang Violence Community Center from January-December 2025. b. In school programming shall increase student participation in career pathways for music, film, and digital media. c. Artistic vision shall be shaped collaboratively by students, teaching artists, educators, industry professionals, and county stakeholders. d. Instruction shall include hands-on, project-based learning using industry-standard tools. e. MEG shall provide summer arts programming for youth ages 12-19 from January-December 2026. f. MEG shall provide paid summer job opportunities during June-August 2026.

Silence the Shame Inc. — $23,850

District 4 · Panel Score 88.60 · Request $45,000 · Award $23,850

Mission: Our mission is to empower and educate communities on mental health and wellness.

Scope of Services: STS Youth Advisory Council will plan and present Louder Than Words: A Youth Mental Health Creative Showcase for Fulton County youth ages 13-24. From January-December 2026, STS will support the recruitment and support youth artists through storytelling and mental health creative expression workshops at partner schools and community sites in Fulton County. A free public showcase of multidisciplinary youth-created works and interactive healing spaces will be presented on December 5 2026 at a Fulton County venue (TBD).

Restore Life, Inc. — $26,500

District 6 · Panel Score 87.60 · Request $50,000 · Award $26,500

Mission: To discover and develop effective local leaders and empower them.

Scope of Services: The Bankhead Renaissance Youth Mentorship program will utilize Restoration Studio's professional quality facilities and the Studio Grind Curriculum to mentor underserved artistic youth and young adults in the Grove Park and West Atlanta Communities. The program will also develop performing artists between the ages of 7-24 and give them a platform to perform at our monthly 47 Spot community events, our Juneteenth stage and also on stages with major artists touring Atlanta. Our classes teach Recording, engineering, video capture and editing, and production in various industry standard audio/video contexts with the goal of helping the next generation of artists heal, develop and create redemptive art that transforms our community.

The Lionheart Life Center, Inc. — $5,300

District 2 · Panel Score 86.30 · Request $10,000 · Award $5,300

Mission: The Lionheart Life Center provides individuals with autism and other neurodevelopmental challenges a comprehensive range of educational, therapeutic, and vocational services to maximize the potential for their highest level of independence.

Scope of Services: Five arts classes once a week, targeting students ages 5-19 with disabilities from Fulton County at The Lionheart School. *A six-week art class is offered in the fall and spring at the Alpharetta Crabapple Government Center for residents with disabilities ages 18-35. Registration is open to the public. *Once a week, Lionheartisans classes for participants ages 9-35 with disabilities from Fulton County at the Lionheartisan's Heart Cottage. *Participation in the LionheARTisans program in at least three City of Alpharetta-sponsored community arts events. * Newly added in 2025: 5 music classes once a week for students ages 5-19 with disabilities from Fulton County at The Lionheart School.

P.O.W.E.R Atlanta Inc — $17,500

District 4 · Panel Score 83.00 · Request $50,000 · Award $17,500

Mission: Our mission is to empower underserved communities by addressing the impacts of poverty and providing comprehensive support that fosters self-sufficiency, resilience, and a sense of belonging through creative expression.

Scope of Services: To deliver Senior Storytelling, an interdisciplinary visual, literary, performing, and media arts series for adults 50 and older in Fulton County. Two cohorts will meet for 6 to 10 weekly sessions each at POWER Atlanta, 1024 Avon Ave SW, Atlanta, GA, from January 1 to December 31, 2026. Teaching artists and participants will co create content in collage, photo narrative, short memoir, spoken word, movement, sound, and audiovisual mini portraits. To present two free public showcases, publish one community chapbook, host one digital gallery, and provide outreach and access supports throughout the project period.

PSF $3M+ — 13 funded

The Atlanta Opera — $28,500

District 3 · Panel Score 96.00 · Request $50,000 · Award $28,500

Mission: The Atlanta Opera's mission is to break the boundaries of opera to create exceptional experiences for audiences everywhere.

Scope of Services: The Atlanta Opera will provide arts education programs to approximately 12,500 pre-K-12 Fulton County students including Studio Tour (an interactive 45-minute opera abridgment, offered virtually and in-person), final dress rehearsals of mainstage operas, Opera Storytime, and workshops and masterclasses. In addition, TAO will provide community programming featuring opera performances and learning opportunities to engage approximately 9,000 community members at various settings in Fulton County including Morehouse College.

Fulton County Schools Teaching Museum — $26,394

District 6 · Panel Score 94.50 · Request $49,800 · Award $26,394

Mission: The Fulton County Schools (FCS) Teaching Museum's mission is to inspire learning by providing every student with authentic experiences that foster creativity, critical thinking, and personal connection to academic content.

Scope of Services: To provide enhanced, arts-integrated and arts-based programming that supports the Georgia Standards of Excellence in public schools in Fulton County. Programs will be held in schools and the FCS Teaching Museums from January - December 2026.

Historic Oakland Foundation — $26,500

District 4 · Panel Score 94.00 · Request $50,000 · Award $26,500

Mission: our mission is to partner with the City of Atlanta to preserve, restore, enhance, and share Oakland Cemetery.

Scope of Services: Historic Oakland Foundation will plan, curate, and present a temporary, outdoor immersive exhibition of light-based art installations by local artists at Oakland Cemetery. The exhibition will take place over eight evenings across two consecutive weekends in 2026, specifically April 16-19 and April 23-26. The project will include the selection and commissioning of participating artists; curatorial oversight to ensure artistic excellence and site-responsive work; coordination of installation, technical requirements, and deinstallation; and adherence to historic preservation and public safety standards. The exhibition will provide accessible nighttime arts programming that activates a significant historic landscape while supporting and elevating the work of local artist.

Atlanta Botanical Garden, Inc. — $25,440

District 3 · Panel Score 94.00 · Request $48,000 · Award $25,440

Mission: The Atlanta Botanical Garden (ABG) is an internationally recognized nonprofit with a multifaceted mission--to develop and maintain plant collections for display, research, conservation, education, and enjoyment- achieved through premier horticultural displays, popular year-round exhibitions, pioneering conservation research, and inspirational STEM enrichment education for K-12 students.

Scope of Services: To celebrate the works of Niki de Saint Phalle in a summer exhibition including 42 monumental and joyous sculptures displayed throughout the Atlanta Botanical Garden from May 9 - September 6, 2026.

Atlanta Ballet — $26,500

District 6 · Panel Score 93.00 · Request $50,000 · Award $26,500

Mission: Atlanta Ballet's mission is to enrich our community by sharing the power and joy of dance: inspiring our audiences with the highest caliber of artistic excellence on stage, empowering our students through superior dance education, and broadening the reach and impact of dance through active community engagement.

Scope of Services: To provide Centre Dance in-school and after-school dance education for 1,000 children in six schools and community organizations that support students and our school and community partners' programming. - Dates: Throughout the school year. - Locations: Briar Hills Elementary, Hollis Innovation Academy, Utopian Academy for the Arts, City of Refuge, and the Whitehead and Harland Boys & Girls Clubs. To provide scholarships for 100 students participating in Centre Dance, enabling them to engage in a continuum of dance education classes. - Dates: Throughout the year. - Locations: Atlanta Ballet - Michael C. Carlos Dance Centre/1695 Marietta Blvd NW, Atlanta, GA 30318

City Springs Theatre Company — $26,500

District 2 · Panel Score 91.00 · Request $50,000 · Award $26,500

Mission: City Springs Theatre Company (CSTC) is dedicated to bringing world-class, professional Broadway-caliber musicals and innovative arts education to the Sandy Springs and Metro Atlanta area, driving both cultural richness and local economic vitality.

Scope of Services: To offer a Summer Musical educational program for students ages 13-18, with significant financial aid offerings for students in need. The program is open to Atlanta-area students and will take place in Summer 2026. This program includes approximately 75 participants and expect to have at least 1,900 audience members at the performances. Rehearsals will take place at CSTC's studio offices in north Sandy Springs, and technical preparation such as set building and lighting and sound design will take place at our new shop facilities in Marietta. The finished musical program will have multiple performances at the Sandy Springs Performing Arts Center.

Atlanta Historical Society / Atlanta History Center — $26,500

District 3 · Panel Score 91.00 · Request $50,000 · Award $26,500

Mission: Connect people, culture, and history to cultivate understanding of our shared history.

Scope of Services: To serve 45,000 students, including 20,000 Title I students, through Atlanta History Center's school tours, which provide a nuanced, evidence-based framework for interpreting the past. School tours will occur continuously in spring and fall 2026. The $50,000 grant request will support access to Education programming for students and strengthen our partnerships with surrounding Atlanta school districts.

Atlanta Educational Telecommunications Collaborative — $26,500

District 3 · Panel Score 91.00 · Request $50,000 · Award $26,500

Mission: WABE's mission is to inform, inspire, reflect, and empower our greater Atlanta community.

Scope of Services: WABE will deliver accessible, high-quality Arts & Culture coverage that elevates Atlanta's creative community across broadcast, digital, and social platforms, guided by WABE's Arts & Culture Desk mission to elevate and expand coverage across platforms and the desk's core principles of editorial quality, collaboration, flexibility, and equity.

Service components and outputs include: Audio storytelling (broadcast + digital); newsletter distribution; short-form video; community contributor model; and collaboration with coverage partners.

Fox Theatre Inc. — $18,815

District 4 · Panel Score 90.50 · Request $35,500 · Award $18,815

Mission: Our Mission is to preserve and share the Fox Theatre.

Scope of Services: To provide Fox in a Box, a free interactive experience for Kindergarten through 5th grades that focuses on the intersection of the Fox Theatre's history with key classroom lessons like American History, the Civil Rights Movement, economics, the importance of the arts and culture in the community. Elementary students are challenged to think about how communities come together to share an experience and to protect what is important to them. Fox in a Box will take place in elementary schools, with a focus in Fulton County and the metro-Atlanta area, but also across the state of Georgia, from January through December 2026. The program is available with both in-person and virtual versions. The recently updated virtual videos are available in both English and bilingual Spanish.

Children's Museum of Atlanta — $26,500

District 6 · Panel Score 89.50 · Request $50,000 · Award $26,500

Mission: The mission of Children's Museum of Atlanta (CMA) is to change the world by sparking every child's imagination, sense of discovery, and learning through the power of play.

Scope of Services: The proposed project will present three feature traveling exhibit experiences from January 1, 2026 - December 31, 2026 at Children's Museum of Atlanta. The exhibits will be supported by daily arts and STEM education programming, culturally-specific arts programming through our Celebrate! series, and programs which provide access to the Museum for those who need it most.

Atlanta BeltLine Partnership, Inc. — $26,500

District 3 · Panel Score 85.50 · Request $50,000 · Award $26,500

Mission: The mission of Atlanta Beltline, Inc. is to build a more equitable and inclusive Atlanta and engage partners by delivering transformative public infrastructure that enhances mobility, fosters culture, and improves connections to economic opportunity

Scope of Services: To present the work of visual and performing artists along the Atlanta Beltline trails and adjacent properties. Programming will take place from January 2026 to December 2026.

Boys & Girls Clubs of Metro Atlanta — $3,500

District 4 · Panel Score 84.00 · Request $10,000 · Award $3,500

Mission: BGCMA's mission is to ignite the unlimited potential of kids and teens by creating safe, inclusive, and engaging environments.

Scope of Services: Funded by a grant from Fulton County Arts and Culture, we will run the Lyricism 101 program at ALL Fulton County Clubs this year--as we did in 2024 and 2025, thanks to Fulton County Arts and Culture! This will impact 80-100 youth at four Fulton County clubs in Fall, 2026.

Grove Park Foundation, Inc. — $4,450

District 6 · Panel Score 72.00 · Request $17,800 · Award $4,450

Mission: The primary mission of the Grove Park Foundation, Inc. is to break the generational cycle of poverty and revitalize the Grove Park neighborhood in northwest Atlanta.

Scope of Services: Grove Park Foundation, in partnership with Snug Concerts, will present a free outdoor concert series at the Corner Market at Hollowell greenspace, located at 1562 Donald Lee Hollowell Parkway NW, Atlanta, GA 30318, within Fulton County District 6. The project will include four (4) live music concerts featuring Atlanta-based artists. Performances will take place between April and October 2026 and will be open to the public at no cost. The concert series will activate the Corner Market site as a shared neighborhood gathering space and support local artists through paid performance opportunities. Grove Park Foundation will oversee project management, site coordination, partner engagement, and compliance, while Snug Concerts will lead artist curation and event production.

★ Veterans Arts Services — 9 funded

Jazz Matters Inc. — $9,800

District 6 · Panel Score 100.00 · Request $10,000 · Award $9,800

Mission: We remain dedicated to our mission of: Promoting jazz to a wider audience, Enhancing community events, Showcasing local talent and Providing mentorship and performance opportunities for performing arts schools in the metro area.

Scope of Services: JMI proposes to present a one-day (1) appreciation event, the Veteran Jazz & Wellness Fair, specifically tailored for the veteran community in Fulton County. This event is tentatively scheduled for November 11, 2026, Veterans Day, and will be held at a venue in East Point, GA.

Horizon Theatre Company Incorporated — $24,500

District 4 · Panel Score 100.00 · Request $25,000 · Award $24,500

Mission: Our mission is to connect people, inspire hope, and promote positive change through the stories of our times.

Scope of Services: Horizon Theatre will create arts outreach and programs for Veteran and Military Families of Fulton County through: 1) A production of I CARRY YOUR HEART WITH ME - a semi-biographical play about a woman from a military family in service as a stenographer of the debriefs of noncoms and POWs returning from the Vietnam War; 2) FREE tickets to all productions in FY26 for all veterans through veteran service organizations; 3) Discounted tickets via our website for military & military families for all productions in FY26; 4) A playwriting workshop with a professional playwright for women in the military and women of military families to tell their stories.

Gateway Performance Productions — $49,000

District 4 · Panel Score 100.00 · Request $50,000 · Award $49,000

Mission: Mission: To engage, inspire, and educate through the performing arts and related fine and applied arts.

Scope of Services: To provide 220 creative arts services to 100 Fulton County military veterans diagnosed with PTSD or physical disabilities from January 2026 to December 2026. Services include weekly virtual and in-person workshops in creative writing, mask-making, and drawing, plus quarterly community field trips to Gateway's The Mask Center venue (District 4). Activities will take place at Fort McPherson, Benson Senior Complex, and the Little 5 Points Community Center.

The Alchemy Sky Foundation, Inc. — $3,332

District 6 · Panel Score 99.50 · Request $3,400 · Award $3,332

Mission: The mission of the Alchemy Sky Foundation is to bring the healing power of music to those who need it most

Scope of Services: Our Veterans Music Project walks up to six Veterans from diverse backgrounds through the process of writing and recording two original songs over five months. We pair each cohort with a music producer, and the project culminates with a recording session at 800 East Studios located in Atlanta, GA. The songs are released and uploaded to popular online music streaming services (Spotify, Apple Music, etc.). The project directly addresses the isolation that some Veterans experience after their service to our country. The project is free to all Veterans. So far, we have released 16 songs under the artist name Veterans Music Project. Starting week: July 06, 2026 - July 12, 2026 Final week -November 16, 2026 - November 22, 2026

Generation Infocus Foundation — $24,500

District 4 · Panel Score 99.00 · Request $25,000 · Award $24,500

Mission: Our mission is to empower students, families, and communities through high-quality Arts and STEM education, fostering creativity, workforce readiness, and lifelong learning.

Scope of Services: To provide an Entrepreneurial Arts Program for Veterans, a workforce development initiative that equips veterans with hands-on training in creative production and small business development. Participants will learn to operate industry-relevant tools, including a Glowforge, machine embroidery, and T-shirt and apparel printing, allowing them to build a business in the arts. The classes will occur in 2-3 eight week courses, held two days per week between July 2026-December 2026

Hammonds House Galleries — $12,250

District 4 · Panel Score 98.50 · Request $12,500 · Award $12,250

Mission: Hammonds House Museum's (HHM) mission has been "to preserve, exhibit, interpret and increase public awareness about the contributions that visual artists of African descent have made to world culture."

Scope of Services: Creative Service: Veterans in the Arts is a series at Hammonds House Museum highlighting U.S. veterans who are musicians, visual artists, and writers, with an emphasis on African American veterans. Creative Service is an expansion of programming HHM does that focuses on healing and creation spaces. To present Service & Song: An evening concert transforms the Victorian rooms of Hammonds House into an intimate listening space framed by Black visual art. To present From Service to Studio: A three-part visual arts series highlights veterans as working contemporary artists whose practices draw from, and also move beyond, their military experiences. To present Writing & Storytelling Season: Frontlines & Homefront: A literary series features veteran writers and their families.

Atlanta Historical Society / Atlanta History Center — $47,500

District 3 · Panel Score 97.50 · Request $50,000 · Award $47,500

Mission: Connect people, culture, and history to cultivate understanding of our shared history.

Scope of Services: From January 1 - December 31, 2026, the Atlanta History Center (AHC) will collect, preserve, and present the stories and legacy of U.S. military veterans through oral history documentation, public programming, and exhibitions. Services will be carried out at Atlanta History Center's campus as well as at 29 Vietnam War Memorials located throughout the Greater Atlanta Area.

Caribbean American Cultural Arts Foundation — $10,664

District 4 · Panel Score 97.00 · Request $11,225 · Award $10,664

Mission: The mission of the Caribbean American Cultural Arts Foundation (CACAF) is to educate, empower, and support underserved communities.

Scope of Services: The Caribbean American Cultural Arts Foundation (CACAF) provides a dynamic platform for seniors and veterans to engage in intergenerational healing and creative expression. By pairing these honored community members with professional teaching artists, the program facilitates the creation of unique artistic projects that serve as a bridge to the next generation. These collaborations culminate in vibrant art showcases, where the shared stories and cultural heritage of seniors and veterans are passed down to younger

participants, fostering mutual respect and emotional intelligence. Through this intentional mentorship and hands-on instruction, CACAF ensures that the wisdom of the past and the energy of the future are woven together into a stronger, more inclusive community fabric.

The Art Section, Inc. — $18,600

District 2 · Panel Score 93.00 · Request $20,000 · Award $18,600

Mission: The Art Section is dedicated to presenting thought-provoking writing and cultural commentary

Scope of Services: The Art Section will present a multidisciplinary arts and dialogue program in partnership with the VFW in Alpharetta, Georgia, with activities taking place over a twelve-month period in 2026. Live events will feature visual artists, musicians, and performers whose work is shaped by military service, military family history, and the legacy of the Marshall Plan era. Programs will include presentations, performances, and moderated discussions. The project also includes online publishing and the production of a documentary film to expand access and preserve the work. Twelve free presentations at the VFW in Alpharetta in June, July, August, September and October, November and December 2026 and the creation of a documentary film of the events available to VFWs in Fulton County.

Section 10 — Applicants Not Recommended

The following 5 applicants scored below the 70-point minimum funding threshold and are not recommended for funding. All remain eligible to apply in future cycles and will be referred for technical assistance outreach.

Applicant	Category	District	Score	Request
Rita Harper	Individual Artist	6	**66.00**	$5,000
Darrell Jones	Individual Artist	4	**61.60**	$2,100
The Art Section, Inc.	PSF < $200K	2	**65.60**	$6,000
One Talent, Inc.	PSF < $200K	6	**62.30**	$25,000
Mimms Museum of Technology and Art	PSF $3M+	1	**67.50**	$18,500

Section 11 — Ineligible Applications

In addition to the five applicants who scored below the funding threshold, **118 applications** were determined ineligible during Purchasing compliance review or CFS staff eligibility review. Of these, **57 were deemed non-compliant by Purchasing** — most commonly for a missing Georgia immigration affidavit or incomplete identity verification — and **62 were found ineligible during staff review** for reasons such as residency outside Fulton County, incomplete documentation, ineligible entity type, or applying in the wrong category. This breakdown illustrates the impact of the mid-cycle compliance requirement and supports the 2027 transition to upfront BidNet screening.

#	Applicant	Dist.	Request	Category	Reason for Ineligibility
1	Alexandria Smith	6	$5,000	Individual Artist	The applicant did not provide a second eligible piece of documentation such as a lease to prove residency.
2	Anthony Francis	5	$5,000	Individual Artist	Resume shows no clear timeframe of artistic events/services, etc. on resume-Lacks clear evidence of location of services and artistic breakdown of timeline.
3	Billy Clifton-Strawn	4	$5,000	Individual Artist	Ineligible because application shows no income. Request amount is 100% of the budgeted expenses.
4	Briana Lewis	4	$5,000	Individual Artist	Ineligible because applicant hasn't identified a Fulton County venue. Did not provide information about the required public facing project.
5	Hopeton Hibbert Jr.	2	$2,100	Individual Artist	No second proof of residency provided, missing resume of listed artist.
6	Jeremy Morton	3	$5,000	Individual Artist	Project does not specifically describe the proposed public programs that will be convened for the public art installation described as projections. Does not identify buildings targeted in Fulton County for projections. The application does not include the required partnership letters in support of this public art installation.
7	Kadarina Adams	5	$4,000	Individual Artist	Ineligible because project presented is not a public-facing project, not artist resume included, and request amount is over 50% of project budget.
8	Marcus Patterson	5	$5,000	Individual Artist	Ineligible because proposed project does not have a public-facing component.
9	Victoria Bell	5	$5,000	Individual Artist	The proposed project does not include the required public presentation component in the application narrative.
10	Gibron Shepperd	4	$5,000	Individual Artist	Deemed non-compliant by Purchasing - submitted an expired driver's license.
11	Daryl Foster	4	$4,000	Individual Artist	Deemed non-compliant by Purchasing - submitted an expired driver's license.
12	Corrina Sephora	4	$5,000	Individual Artist	Driver's License and rental address are not the same — Lease is expired.
13	Crystal DeVone	3	$5,000	Individual Artist	Ineligible Entity/ LLC's are not funded in this category. Project is ineligible.
14	Deanna Wilkins	2	$5,000	Individual Artist	Unable to verify address. Documents submitted for verification do not match the address in application.
15	Diamond Bratton	6	$5,000	Individual Artist	Unable to verify address. Required approved supporting documentation missing. Materials submitted present conflicting and insufficient evidence.
16	Dionne Fraser	4	$5,000	Individual Artist	Ineligible in category. Considered Cultural Tourism.
17	Dr. Robbie Walker	6	$5,000	Individual Artist	Submitted forms of address verification were unacceptable.
18	Eric Orr	4	$5,000	Individual Artist	Applicant submitted an insufficient form of address verification.
19	Indira Cunningham	6	$5,000	Individual Artist	Submitted an ineligible form of address verification.
20	Jordan Solomon	6	$5,000	Individual Artist	Submitted an ineligible form of address verification.
21	Maryam Ali	3	$5,000	Individual Artist	No income presented. Application is incomplete.
22	Fabian Williams	6	$5,000	Individual Artist	The address on driver's license does not match lease. The lease seems to be for commercial property. Lease states 2018. Not current.
23	Orlando Kenny	—	$3,000	Individual Artist	Applicants is a resident of Dekalb County.
24	Mark Eschoe	6	$5,000	Individual Artist	Delinquent Reporting issues.
25	Ronesha Strickland	5	$5,000	Individual Artist	Delinquent Reporting issues.
26	Allen O'Reilly	4	$5,000	Individual Artist	The structure and scope of proposed activities extend beyond the eligibility parameters established for individual artists' projects.
27	Aquoalis Jordan	6	$5,000	Individual Artist	Drivers' license address does not match the lease and utility bill.
28	LAPORSCHE THOMAS	4	$5,000	Individual Artist	Submitted forms of address verification were unacceptable.
29	Sylvester Pierce	5	$5,000	Individual Artist	For-profit entities are not eligible for funding.

#	Applicant	Dist.	Request	Category	Reason for Ineligibility
30	**Catalina Gomez-Beuth**	1	$3,000	Individual Artist	Project presented is not for this funding cycle.
31	**Classical Remix Music Festival**	3	$5,000	Small Arts	Deemed Ineligible by Purchasing - No E-Verify Document Submitted.
32	**Kinnara Ensemble, Inc.**	2	$5,000	Small Arts	Deemed ineligible by Purchasing for Immigration Documentation Compliance.
33	**Leadstart Media**	3	$5,000	Small Arts	Deemed ineligible by Purchasing for Immigration Documentation Compliance.
34	**Reaching Early Creatives Inc**	6	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
35	**Street Charity**	3	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
36	**Burghalie Academy of Visual Arts**	3	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
37	**NaJah Westbrook**	4	$5,000	Small Arts	Individual Artists are ineligible in this category.
38	**Reaching Early Creatives Inc**	6	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
39	**Celebration 4 A Cause, Inc.**	4	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
40	**Vance Family Services**	6	$2,500	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
41	**Angelic Wings of Praise Liturgical Dancers**	5	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
42	**IM SEW FANTASTIC INC**	6	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
43	**1202 Kids Foundation, LLC**	5	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — For -profit entities are not eligible.
44	**Street Charity**	3	$5,000	Small Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
45	**Atlanta Contemporary Music Collective, Inc**	6	$8,000	Emerging Arts	Ineligible project service locations. 4 out of 8 concerts in the series will be in DeKalb County.
46	**Nuestra Creacion**	5	$5,000	Emerging Arts	Ineligible project service location. Unable to tell where projects will take place — no 990 submitted.
47	**Dedren Snead**	5	$5,000	Emerging Arts	Ineligible in the category — correct category is Individual Artists.
48	**Symmetry Lens**	5	$7,500	Emerging Arts	Deemed non-compliant by Purchasing — Incorrect document submitted.
49	**ON SET ATL PRODUCTIONS INC.**	3	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — Back of License not submitted.
50	**Trey Clegg Singers**	2	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
51	**Wow Afro Foundation Inc**	2	$10,000	Emerging Arts	Deemed non-compliant by Purchasing — Wrong Document submitted.
52	**Ambassador Arts Academy Inc.**	5	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
53	**bridge IT**	NA	$5,000	Emerging Arts	Organization based in Cobb CountyLack of required financial documentsUnable to tell when the prospective project will take place.
54	**Courage2Cre8, Inc.**	NA	$5,000	Emerging Arts	Organization based in DeKalb CountyLack of required financial documents.
55	**Dancemakers Foundation**	3	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — Incorrect verification number submitted.
56	**Bloody Peach Film Festival**	3	$10,000	Emerging Arts	The application presents a project budget that is more than three times the size of the organization's reported operating budget.
57	**Ignite ATL, Inc.**	6	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
58	**Catching Mangos**	3	$5,000	Emerging Arts	The application presents a project budget that is more than three times the size of the organization's reported operating budget.
59	**Photo Camp USA, Incorporated**	3	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — Incorrect verification number submitted.
60	**Norma Bell Mitchell Legacy**	5	$5,000	Emerging Arts	Lack of required financial documents. As submitted, the application does not provide sufficient financial or governance documentation to fully evaluate the organization's financial stability, administrative capacity, or compliance with application requirements.
61	**Ocasio Feliciano Foundation For Safer Futures**	4	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
62	**Classical Remix Music Festival**	4	$5,000	Emerging Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — Second application submitted.
63	**WONTANARA INC.**	6	$40,000	Resource Provider - Operations	Organization is ineligible in this category — Second application submitted.

#	Applicant	Dist.	Request	Category	Reason for Ineligibility
64	**Magic Eastern Ensemble**	1	$3,500	Resource Provider - Operations	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
65	**The Young XII Theater (DBA. Broadway on Bankhead)**	6	$50,000	Resource Provider - Operations	Not eligible in this category because the organization is a first-time applicant and an arts-presenting org. not a resource provider.
66	**Maison Mogul Consulting Foundation**	3	$3,470	Resource Provider - Operations	Deemed non-compliant by Purchasing — Verification not submitted on Fulton County affidavit.
67	**Jazz Matters**	6	$30,000	Resource Provider - Operations	Not eligible in this category because the applicant is an arts-presenting org. not a resource provider.
68	**Healthchex Cares**	4	$50,000	Resource Provider - Operations	Deemed non-compliant by Purchasing — No Immigration affidavit or Driver's License submitted, and the organization is a first-time applicant and an arts-presenting org. not a resource provider.
69	**Cam Kirk Foundation**	4	$12,500	Resource Provider — Project Support	Ineligible because applicant applied in wrong category — correct category is Project Support Funds — Missing P& L Statement.
70	**IM SEW FANTASTIC INC**	5	$12,500	Resource Provider — Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — not a Resource provider.
71	**Healthchex Cares**	4	$50,000	Resource Provider — Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
72	**Alopecian Beauty Co**	4	$20,000	Resource Provider — Project Support	Deemed non-compliant by Purchasing — Incorrect verification number submitted.
73	**Ignite ATL Inc.**	6	$20,000	Resource Provider — Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
74	**Future Seekers, Inc.**	NA	$50,000	Resource Provider — Project Support	Sponsor org. has an address in Douglasville. The project is not a resource-based project — applied in the wrong category.
75	**IM SEW FANTASTIC INC**	5	$42,000	Operational Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — ineligible in this category - first-time applicant.
76	**Rahfeal Gordon Foundation**	4	$50,000	Operational Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — ineligible in this category - first-time applicant.
77	**AAMBC**	3	$20,000	Project Support	Application lists an Atlanta address, the address on the 990 is a PO Box in Marietta, IRS letter states a Washington DC address and the SOS letter has a Smyrna address - Overall there is no way to confirm the headquarters because everything has a different address.
78	**Artportunity knocks, inc**	4	$10,000	Project Support	Second application - submitted an application in Operating Support Funds Category.
79	**Black American Music Foundation, Inc.**	3	$20,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
80	**Generation Infocus Foundation**	4	$50,000	Project Support	Second Application submitted. Two applications are not allowed in one funding cycle.
81	**Healthchex Cares**	4	$50,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — Submitted several applications in different categories.
82	**I will Survive**	6	$46,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
83	**Re:Imagine ATL**	4	$50,000	Project Support	Second Application submitted. Two applications are not allowed in one funding cycle.
84	**Ignite ATL Inc.**	6	$5,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted — Second application submitted.
85	**Arts On The Creek**	1	$20,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
86	**S.C.L.C. Women Organizational Movement for Equality Now Inc.**	4	$50,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
87	**Kendall Rae's Green Heart**	5	$50,000	Project Support	Deemed non-compliant by Purchasing — wrong document presented — ineligible project.
88	**Agape Life Prevention Center**	—	$10,000	Project Support	Request ineligible. Operating budget incorrect. Organization located in Clayton County.
89	**Afrikan Djeli Cultural Institute**	4	$20,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
90	**Girls Make Beats**	—	$50,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted. Organization's listed address is in California.
91	**Chess and Community**	4	$15,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
92	**The Martin Luther King Center for Nonviolent Social Change**	4	$40,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
93	**Southside Environmental Justice Alliance**	5	$50,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
94	**The Hip Hop Institute for Social Innovation**	3	$8,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
95	**Toma Fit Inc.**	6	$20,000	Project Support	Application failed to present a distinct and supportable project budget as required under the project support funding category.

#	Applicant	Dist.	Request	Category	Reason for Ineligibility
96	**Empire Board of Realtists**	4	$25,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
97	**I Will Survive**	6	$46,000	Project Support	Deemed non-compliant by Purchasing — Verification not submitted on Fulton County affidavit.
98	**Show and Prove Youth Outreach Inc**	4	$9,050	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
99	**AVNAH Fashion Exhibition Inc**	NA	$15,500	Project Support	Organization based in DeKalb County.
100	**Art Sandy Springs**	3	$10,000	Project Support	Deemed non-compliant by Purchasing — Verification not submitted on Fulton County affidavit.
101	**Clark Atlanta University, Inc.**	4	$50,000	Project Support	Deemed non-compliant by Purchasing — Affidavit not notarized.
102	**Motherless Daughters Foundation**	6	$20,000	Project Support	Application failed to present a distinct and supportable project budget as required under the project support funding category.
103	**Roswell Organizational for Community Development**	2	$6,500	Project Support	Not in compliance. Reports not submitted. Second application submitted.
104	**Djoli Kelen, Inc.**	2	$40,000	Project Support	Second application is ineligible. Applicant submitted an operating support application.
105	**The Alchemy Sky Foundation**	6	$3,400	Project Support	Submitted the same project in the veteran's category. Cannot submit the same project in 2 categories.
106	**Georgia Micro Enterprise Network Inc.**	4	$50,000	Project Support	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
107	**re:imagine/ATL**	4	$50,000	Project Support	Applied in operating support. Project support app not eligible.
109	**Urban Poets**	6	$17,000	Project Support	The application failed to present a distinct and supportable project budget as required under the project support funding category.
109	**ImmerseATL INC.**	NA	$8,000	Project Support	Organization based in DeKalb County.
110	**Sovereign Voices**	6	$5,000	Project Support	Organizations 501 (c) (3) is less than 4 years old. Not eligible in this category.
111	**Black Collegiate Gaming Association**	3	$50,000	Veteran Arts	Proposed project is not an arts project. Project is an esports tournament.No artistic staff submitted.
112	**BlazeSports America**	6	$4,255	Veteran Arts	The immigration affidavit provided is not on approved Fulton County form.
113	**Foundation Elite**	—	$50,000	Veteran Arts	No GA Immigration affidavit submitted organization is listed as being in Henry County on the SOS website.
114	**Georgia Micro Enterprise Network**	4		Veteran Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted - No requested funds listed — Project is not an arts program.
115	**Healthchex Cares**	4	$50,000	Veteran Arts	Deemed non-compliant by Purchasing — No Immigration affidavit submitted.
116	**New Beginnings with Christ**	5	$50,000	Veteran Arts	Deemed non-compliant by Purchasing — Back of driver's license not submitted- No 990 attached-very little artistic support submitted and what was submitted was not arts-based.
117	**Serving in Grace**	5	$50,000	Veteran Arts	Deemed non-compliant by Purchasing — Back of driver's license not submitted- No Profit and Loss Statement Submitted.
118	**The Veteran Anthem**	—	$20,000	Veteran Arts	Organization is based in Rockdale County.

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0404 **Meeting Date:** 7/15/2026

Department
Community Development

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of the 2026 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of $250,000.00 to the non-profits identified in Attachment "A". General funding in the amount of $250,000.00 for Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the May 20, 2026, Second Regular Meeting
(Agenda Item# 26-0255). The contract period runs from June 1, 2026 - August 31, 2026.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to O.C.G.A. § 36-1-19.1, the Board of Commissioners may appropriate money for or the making of any grant or contribution for purely charitable purposes in the form of contracts for services, with "purely charitable purposes" meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations.

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control in directing and controlling all the property of the county, as they may deem expedient, according to law, having the care, management, keeping, collecting, or disbursement, of money belonging to the county, or appropriated for its use, making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law, and to exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Agenda Item No.: 26-0404 **Meeting Date:** 7/15/2026

Is this a purchasing item?

No

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

SYJTP funding was established as part of Fulton County's commitment to providing Fulton County Youth 16-24 with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. General funding in the amount of $250,000.00 for Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the May 20, 2026, Second Regular Meeting (Agenda Item# 26-0255). The contract period runs from June 1, 2026 - August 31, 2026.

Scope of Work: The SYJTP program is one of the County's avenues for funding social services programs pursuant to the County's Strategic Plan.

Community Impact: SYJTP funding was established as part of Fulton County's commitment to providing Fulton County Youth 16-24 with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer.

Department Recommendation: Approval of the 2026 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of $250,000.00 to the non-profits identified in Attachment "A". The contract period runs from June 1, 2026 - August 31, 2026.

Project Implications: SYJTP funding will build on current programming to support additional students who enroll for summer employment. Summer job programs and internships for youth are important vehicles to help them gain work experience, expand their social and professional networks, imagine new possibilities for themselves, and engage in positive, constructive activities during time that would otherwise be unstructured.

Community Issues/Concerns: The Department of Community Development is not aware of any community issues/concerns regarding the agenda item.

Department Issues/Concerns: There are no Department issues/concerns regarding the agenda item.

Total Contract Value

This Request: $250,000.00

Fiscal Impact / Funding Source

Agenda Item No.: 26-0404 **Meeting Date:** 7/15/2026

Funding Line 1:

100-121-SYIP-1160: General Fund, Community Development, Summer Youth Job Training Program, Professional Service - $250,000.00

"Attachment A"

2026 Summer Youth Job Training Program Recommendations

	Agency Name:	Program Name:	2026 Recommended Amount:
1	Berean Outreach Ministry Center Inc.	BOMC Community Food Ambassador Youth Job Training Program	**$25,000.00**
2	Clark Atlanta University	STEM Achievers at Clark Atlanta University - SYJTP	**$40,000.00**
3	Djoli Kelen, Inc.	Innovation Fellowship Digital Career Track	**$40,000.00**
4	Guest House 1 Inc	Guest House 1 YouthWorks Summer Program	**$25,000.00**
5	Los Ninos Primero Inc	Latino Youth Summer Job Training, Career Exploration, and Internships	**$40,000.00**
6	Odyssey, Inc.	Odyssey Storytellers Collective: A Paid Youth Digital Media & Workforce Development Pathway	**$40,000.00**
7	P.O.W.E.R Atlanta Inc	EmPOWERED 2 WIN: Summer Workforce Launch Program	**$40,000.00**

2026 SYJTP Recommendations Total - $250,000.00

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0405 **Meeting Date:** 7/15/2026

Department
Behavioral Health and Development Disabilities

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to enter a contract with the Georgia Department of Behavioral Health & Developmental Disabilities for the acceptance of $9,481,532.00 in grant funding for the planning and design of the Behavioral Health Crisis Center in North Fulton for a contract term July 1, 2026, through June 30, 2027. To protect the interests of the County, the County Attorney is authorized to approve the final terms of the contract as to legal form and make modifications to the contract, including correcting scrivener's errors, before execution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to O.C.G.A. Sec. 36-10-1, all contracts with the County shall be in writing and entered on its meeting minutes.

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

Commission Districts Affected
All Districts ☒
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*
The Georgia Department of Behavioral Health and Developmental Disabilities is awarding $9,481,532 to the Fulton County Department of Behavioral Health & Developmental Disabilities for

the future adult crisis services provider, to provide crisis services in a 24-bed Crisis Stabilization Unit (CSU) and an adjacent 16 bed/chair Temporary Observation Unit (TOU) and Crisis Service Center (CSC).

Scope of Work: This funding will be used to fund appropriate project implementation of BHCC North Fulton to cover expenses including but not limited to: a) Architect Fees, b) Site Improvements, c) Furniture and Equipment, d) Construction Costs.

Community Impact: None

Department Recommendation: Approval to enter into a contract with the Georgia Department of Behavioral Health & Developmental Disabilities for the construction of the BHCC in North Fulton for the contract term

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-755-BHC*: Grants, BHDD, Behavioral Health Crisis Ctr - $9,481,532.00

STATE OF GEORGIA
DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
CONTRACT

DEPARTMENTAL ADMINISTRATIVE INFORMATION

Expense: X

DBHDD CONTRACT #: **44100-026-CMA00007108**

Total Obligation: $ **9,481,532.00**

Contractor's FEI #: **58-6001729**
UEI Number: **N/A**
Contractor's FY End Date: **06-30**
Contractor's Entity Type: **Public**

Federal: $ **0.00**
State: $ **9,481,532.00**
Match: $ **0.00**

NIGP Code: **95262**
CFDA #: **N/A**

SECTION I GENERAL CONTRACT PROVISIONS SECTION I A

PARA #101 CONTRACT BETWEEN: (101) 05/02/2016

This contract is made and entered into by and between the **Department of Behavioral Health and Developmental Disabilities**, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 37-1-20, and hereinafter referred to as DBHDD or the DEPARTMENT;

AND

FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES
99 Jesse Hl Jr Dr SE
Atlanta, GA 30303

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

This Contract may not be assigned, in whole or in part, to any other person or entity, nor pledged as security or collateral for any obligation or debt of the Contractor, without the express written permission of DBHDD executed by a principal of DBHDD authorized to execute contracts for DBHDD.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a State of Georgia income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

PARA #102 PERIOD OF CONTRACT: (102C) 05/01/2019

A. This contract has an effective beginning date of the 1st day of July, 2026, and shall terminate on the 30th day of June, 2027, unless terminated earlier under other provisions of this contract.

B. Department reserves the right; at its sole option and in its sole discretion; to extend the term of this contract if; by the termination date; the Contractor has not yet billed for all funds allocated to this Contract. If the Department so extends the term of this contract; and if the Department and Contractor enter into another contract for the same kind of services which commences prior to the amended termination date of this Contract; then the Contractor shall continue to bill for services delivered pursuant to this Contract until (i) the funds allocated to this Contract have been exhausted; or (ii) this Contract

terminates; whichever comes first. Except as expressly stated in this subparagraph (B); the Department's exercise of its option to extend the term of this Contract shall not be construed as in any way amending any terms of this Contract (other than the termination date); including but not limited to the payment provisions of Section III of this Contract.

PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION: (103) 05/02/2014

A. Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the Department and the Contractor may be changed during the term of this contract by written notification to the other party by the Department or by the Contractor.

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Georgia Department of Behavioral Health and Developmental Disabilities
Division of Behavioral Health
Attn: Chante Cabral
200 piedmont Ave SE
Atlanta, GA 30334
Telephone #: 470-391-6883
E-mail: chante.cabral@dbhdd.ga.gov

2. The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Fulton County Department of Behavioral Health and Developmental Disabilities
Attn: LaTrina Foster
141 Pryor Street, Suite 1031
Atlanta, GA 30303
Telephone #: 470-612-1687
E-mail: latrina.foster@fultoncountyga.gov

B. Mailing Address for Contract Payments:

The Contractor's mailing address for contract payment checks or remittance advice (for electronic funds transfer only) is:

Fulton County Department of Behavioral Health and Developmental Disabilities
141 Pryor Street, Suite 1031
Atlanta, GA 30303

PARA #104 DEFINITIONS: (104) 04/29/2020

As used in this CONTRACT:

"Provider Manual" means any Community Provider Manual published by DBHDD which is applicable to the type of services that Contractor is delivering under this Contract and which is in effect at the time of service delivery. Information about the applicability of Provider Manuals and how they may be accessed is provided in Paragraph #105 of this Contract.

"Individual" means a person to whom Contractor is providing services pursuant to this Contract.

"Subcontractor" (whether or not the term is capitalized) means a person or entity who is not an employee of Contractor and who is delivering services to Individuals on Contractor's behalf which Contractor is obligated to deliver under this Contract. Contractor staff who are independent contractors rather than employees (for example, a staff member who receives an IRS Form 1099 instead of a Form W-2) are also "subcontractors" under this definition. A "subcontract" is the agreement between Contractor and a subcontractor, and "subcontracting" is the act of entering into subcontracts with subcontractors. *Note that not all Contracts permit Contractors to subcontract services, and the terms of this Contract and applicable DBHDD Policies and Provider Manuals should be reviewed to determine whether the Contractor is permitted to subcontract services under this Contract. There are also specific provisions throughout this Contract which apply to any Contractor who is utilizing subcontractors.*

"Administrative Services Organization", also referred to as **"ASO"**, refers to an organization that is an authorized agent of DBHDD that is contracted to perform certain administrative functions such as, but not limited to, quality reviews of service delivery, compliance audits, utilization management and utilization review, claims processing, operation of the crisis and access line, and other activities in support of DBHDD and its provider network**.**

PARA #105 COMPLIANCE WITH DBHDD POLICIES AND PROVIDER MANUALS: (105) 04/19/2021

A. DBHDD sets policies with which community service Providers are required to comply at all times. All DBHDD policies are accessible through the DBHDD PolicyStat website at https://gadbhdd.policystat.com/. This website includes a link to the DBHDD PolicyStat Index which will assist Contractor in identifying the applicable policies for Community

Providers. Contractor agrees to comply with the DBHDD policies applicable to Contractor, as from time to time amended, whether or not any such policy is specifically referenced in this Contract.

B. DBHDD and the Department of Community Health (DCH) also maintain Provider Manuals for Community Behavioral Health Services and for Community Developmental Disabilities services with which community services providers are required to comply at all times. Contractor agrees to comply with the DBHDD and DCH Provider Manuals applicable to Contractor, whether or not a specific Provider Manual requirement is specifically referenced in this Contract. All DBHDD and DCH Provider Manuals are accessible through the DBHDD PolicyStat website at https://gadbhdd.policystat.com/. By execution of this Contract, Contractor certifies that Contractor has accessed and reviewed the applicable Provider Manual.

C. Provider Manuals are applicable depending upon the type of services a provider is approved by DBHDD to provide.

1. For Behavioral Health services, the applicable Provider Manual is the DBHDD Provider Manual for Community Behavioral Health Providers and is found within DBHDD Policy Provider Manual for Community Behavioral Health Providers, 01-112.

2. For Developmental Disabilities services, the applicable DBHDD Provider Manuals are the DBHDD Provider Manual for Community Developmental Disabilities Providers (for NOW and COMP waiver services) and, when the provider is providing State-funded services, the DBHDD Provider Manual for Community Developmental Disabilities Providers of State-Funded Developmental Disabilities Services. Links to the current version of these manuals is found in DBHDD Policy Provider Manuals for Community Developmental Disabilities Providers, 02-1201 and NOW and COMP Waivers for Community Developmental Disability Services, 02-1202.

3. For Developmental Disabilities services funded through the NOW and COMP waivers, the applicable DCH Provider Manuals (to be used in addition to the DBHDD Provider Manuals) are found at DCH's MMIS website: http://www.mmis.georgia.gov/. All NOW and COMP waiver service providers must comply with the DCH manual Part I Policies and Procedures for Medicaid/PeachCare for Kids. All NOW and COMP waiver service providers must also comply with the applicable Part II and Part III DCH manuals, as required and specified by DCH. For convenience, DBHDD has listed the applicable Part II and Part III manuals in the DBHDD policy NOW and COMP Waivers for Community Developmental Disability Services, 02-1202; however, the Provider has an independent duty to confirm which DCH manuals are applicable.

D. Each Provider Manual is updated periodically (generally in January, April, July, and October of each year), and the Contractor is responsible for complying with the Provider Manual as amended.

E. Each Provider Manual contains definitions and descriptions of the various services which DBHDD may authorize Contractors to deliver. Contractor agrees to maintain a record of which of those services DBHDD has authorized Contractor to deliver under this Contract, and Contractor shall deliver those services in accordance with the service definitions and descriptions in the Provider Manual, as well as with the other requirements and standards set forth in the Provider Manual.

PARA #106 APPROVED SERVICES AND LOCATIONS: (106) 06/02/2020

A. DBHDD's Office of Provider Enrollment approves Contractors to deliver specific services at particular physical addresses and for specified counties of coverage. The only services that may be provided under this Contract are those for which Contractor has received specific approval to deliver from DBHDD's Office of Enrollment.

B. Contractor may request and will be provided with the ***Provider Approved Locations and Services*** document from the Office of Provider Enrollment at any time, and a copy is provided at the initiation or renewal of each Contract. DBHDD will provide written notification to Contractor of subsequent changes to approved locations or services, as appropriate, throughout the term of this Contract.

C. Contractor agrees that the services covered by this Contract will be provided only in the counties and from the site locations at the physical addresses that are approved by the DBHDD Office of Provider Enrollment. Services the Contractor are not approved to deliver and services delivered in unapproved locations are not covered by this Contract and are not reimbursable. Submission of claims for services delivered in unapproved locations may result in termination of this Contract.

PARA #107 NONDISCRIMINATION BY CONTRACTORS AND SUBCONTRACTORS: (104A) 04/22/2026

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

B. NONDISCRIMINATION IN CONSUMER/CUSTOMER/CLIENT/CONSUMER/CUSTOMER/CLIENT SERVICE PRACTICES: The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices because of political affiliation, religion, race, color, sex, handicap, age, creed, veteran status or national origin. Neither shall any individual be excluded from

participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and its implementing regulations (including but not limited to 28 C.F.R. Part 36), 29 U.S.C. § 701 et seq., and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities. If Contractor's work under this Contract involves the use, maintenance, or development of a website or software, Contractor shall comply with DBHDD Policy "Developing Accessible Software, 23-304" and with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, incorporated into regulations by reference at 28 C.F.R. § 35.200.

D. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

PARA #108 CONFIDENTIALITY OF INDIVIDUAL INFORMATION: (105) 03/08/2017

A. The Contractor agrees to abide, and to ensure that its subcontractors (if subcontracting is permitted under this Contract) abide, by all State and Federal laws, rules and regulations regarding confidentiality of every Individual's records, including but not limited to Federal regulations regarding Confidentiality of Alcohol and Drug Abuse Patient Records at 42 C.F.R. Part 2; the Health Insurance Portability and Accountability Act of 1996 and regulations (Privacy Rule and Security Rule) at 45 C.F.R. Parts 160, 162, and 164; and the Georgia Mental Health Code at O.C.G.A. Title 37, specifically O.C.G.A. §§ 37-3-166, 37-4-125, and 37-7-166, all as amended hereafter, as applicable.

B. Contractor further agrees not to divulge any information concerning any Individual to any unauthorized person without the written consent of the Individual, or guardian of the person of an Individual, or parent or court-appointed custodian of a minor Individual, as applicable.

C. Contractor acknowledges that some material and information that may come into its possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, and that the disclosure of such information to or use of such information by third parties may be damaging. Contractor therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law.

D. Contractor hereby expressly agrees to immediately remove its employees or subcontractors from performing any work in connection with this Contract upon DBHDD giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract. Some services performed for DBHDD may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

E. Contractor agrees that, in the event it receives a request for information pursuant to the Georgia Open Records Act, which request seeks information that is confidential, privileged and/or protected health information under any applicable law or regulation, it will inform DBHDD in writing within two (2) business days of the receipt of the request. Contractor further will inform the Open Records Act requestor that it will provide documents or information in response to the request no earlier than two (2) weeks following Contractor's receipt of the request, in order to allow DBHDD the opportunity to represent, at its own expense, its interests regarding any potential disclosure of confidential, privileged or protected health information that may be responsive to the request. Contractor shall not release the requested information to the requesting party until two (2) weeks following Contractor's receipt of the request, unless DBHDD expressly authorizes an earlier release in writing.

PARA #109 CONFLICT OF INTEREST: (111) 04/19/2021

The Contractor and the Department certify that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 *et seq.*, as amended, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #110 CONTRACT MODIFICATION/ALTERATION: (107) 04/29/2020

A. No modification or alteration of the terms and conditions of this Contract, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DBHDD agreement number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B or C immediately below.

B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) is reduced during the term of this Contract, DBHDD has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a Contract amendment or a termination of the Contract. The certification by the Commissioner of DBHDD of the occurrence of either the reductions stated above or termination of this Contract shall be conclusive.

C. In the event that a state of emergency (including, but not limited to, a public health emergency) for or including the State of Georgia is declared by the President of the United States or the Governor of Georgia during the term of this Contract, DBHDD has the absolute right, in its sole discretion, to make financial and other adjustments to this Contract, and/or to modify other terms of this Contract, unilaterally, and to notify the Contractor accordingly.

PARA #111 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT: (108) 04/08/2013

The Department reserves the right to suspend the contract/sub-grant in whole or in part under this contract provision if it appears to the Department that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract. Alternatively, or additionally, the Department may require further proof of reimbursable expenses prior to payment thereof, and/or require improvement, at the discretion of and to the satisfaction of the Department, in the programmatic performance or service delivery.

PARA #112 NOTIFICATION OF BREACH OR FAILURE TO PERFORM AND OPPORTUNITY TO CURE: (206) 03/08/2017

A. In the event DBHDD determines that the Contractor has breached or failed to perform any of the terms of this Contract, DBHDD may, in its sole discretion, within a reasonable time after determination of such breach or failure by Contractor, notify the Contractor of the breach or failure to perform by e-mail or by U.S. mail. The notice may, at the discretion of DBHDD, inform the Contractor of any opportunity to cure the breach or failure to perform, to include development and implementation of a corrective action plan (CAP), and in such event will further provide the time period for the completion of such cure or plan. DBHDD is not required to provide notice or opportunity to cure.

B. Corrective Action Plan: Upon notice to the Contractor of a failure to perform or breach of the terms of this Contract, DBHDD may require and/or permit the Contractor to develop and implement a Corrective Action Plan (CAP). The CAP must be developed by the Contractor within the time period specified by DBHDD and must be submitted to DBHDD for approval. A CAP must be specific and must, at a minimum, include provisions aimed toward correction of the deficiencies, indicate reasonable completion dates, fully describe the methodology to be used to accomplish complete and permanent corrective action, and describe methods for ensuring full compliance with the CAP. Failure to comply with a submitted CAP may result in actions outlined in the Contract or in DBHDD policy. DBHDD may require the Contractor, as a part of a CAP, to participate in a program of technical assistance provided by or on behalf of DBHDD, any cost of which, when applicable, shall be borne by the Contractor.

PARA #113 SEVERABILITY: (109) 05/01/2015

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as “part”) of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION: (110B) 05/22/2024

This Contract may be terminated by either party without cause: however, the party seeking to terminate the Contract must give written notice of its intention to do so to the other party at least 60 days prior to the effective date of the termination. This Contract may be terminated for cause, in whole or in part, at any time by DBHDD for failure of the Contractor to perform any of the provisions hereof or failure of the Contractor to ensure subcontractors perform all of the provisions hereof. Should termination occur, notice of termination shall be in writing and specify the reason for termination and termination date. The Contract may be immediately terminated upon the occurrence of any of the following:

A. The Contractor or any subcontractor fails to protect the health, safety and welfare of any Individual served pursuant to this Contract.

B. The Contractor, any of its subcontractors, any employee or owner principal of the Contractor, or any employee or owner or principal of any subcontractor, violates or fails to comply with any law or regulation, or is convicted of violating or failing to comply with any law or regulation (whether or not such conviction is appealed or otherwise contested, and regardless of when the acts on which the conviction is based took place), during the term of this Contract. Laws and regulations contemplated by this subparagraph (B) include, but are not limited to, laws and regulations prohibiting the abuse, neglect, or exploitation of Individuals, and laws and regulations prohibiting Medicaid fraud and/or fraud against the State of Georgia or the federal government.

C. The Contractor is excluded from participation in the Medicaid or Medicare program or the Contractor’s Medicaid Provider Enrollment Number is terminated.

D. The Contractor or any subcontractor provides any fraudulent or misleading information to DBHDD, or to agents or contractors of DBHDD who monitor the Contractor’s service delivery or who monitor any Individual served by the Contractor (including, but not limited to, support coordination contractors and the support coordinators employed by them, auditors or reviewers employed by DBHDD, ASO employees who conduct inspections or reviews of the Contractor, etc.), or to Individuals or other consumers/clients of Contractor, or to other state or federal government agencies.

E. The Contractor cannot meet its financial obligations, including but not limited to payroll, staffing, rents, repairs, utilities, insurance, etc.

F. The Contractor or any subcontractor of Contractor has a sanction, restriction, suspension or revocation of a license, certification, or accreditation required by DBHDD or by the Department of Community Health for providing services under this Contract.

G. The Contractor fails or is unable to meet and maintain full credentialing status with DBHDD or its designee.

H. The Contractor fails to comply with DBHDD Policy including, but not limited to, any applicable DBHDD Provider Manual.

I. The Contractor fails to comply with audit, review, staffing, or accreditation requirements as set forth in DBHDD policies Noncompliance with Audit Performance, Staffing, and Accreditation Requirements for Community Behavioral Health Providers, 01-113 or Accreditation and Compliance Review Requirements for Providers of Developmental Disabilities Services, 02-703.

J. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.

K. An assignment is made by the Contractor for the benefit of creditors.

L. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.

M. DBHDD deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any Individual and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, Individuals, facilities, or services.

N. If the Contractor is:

1. A natural person (i.e. not a business entity) or

2. A LLC, corporation, or other entity, in which only one natural person performs or carries out the substantive services contemplated by this Contract,

then the Department may immediately terminate this contract if the Department or another government agency concludes, after an investigation, that the said natural person has, in the course of employment or contract with another DBHDD contractor or DBHDD-enrolled provider agency, abused, neglected, exploited, or significantly failed to protect or more individuals served by that other contractor or provider agency.

PARA #115 COOPERATION IN TRANSITION OF SERVICES: (111) 05/25/2021

A. If Contractor terminates services to an Individual, Contractor shall give at least 30 days' notice prior to such termination of services to the DBHDD Regional Office for the service area in which Individual has been receiving services. Whenever Contractor's services to Individuals are ceasing or will be ceasing (whether due to the termination or expiration of this Contract, the Contractor's cessation of services, or for any other reason), the Contractor and the new service provider shall cooperate with each other and with DBHDD and DBHDD's agents in coordinating the transition of the Individual. In any event, the original Contractor shall continue to provide services to the Individual until transition is complete, in order to ensure continuity of care and maintenance of health and safety for the Individual; and the coordination of transition will include, but not be limited to, the transfer of the Individual's records, personal belongings and funds, and the Contractor shall be compensated, at the rate contemplated by this Contract, for services properly delivered to the Individual prior to the completion of the transition.

B. Contractor further agrees that should it go out of business or cease to operate for any reason (including but not limited to suspension or termination of this Contract, either by Contractor or by DBHDD), it will follow the requirements contained in DBHDD policies Actions Necessary upon Closure, Suspension of Services, or Termination of a DBHDD Community Services Provider, 04-119 and Maintenance of Records for Closed Providers, 04-117.

PARA #116 FORCE MAJEURE: (112) 05/01/2015

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, and nonperformance for those reasons will not be a default under this Contract nor a basis for termination for cause. If the services to be provided under this Contract are interrupted by an act of God, civil disturbance, civil or military authority, war, court order, or acts of a public enemy, DBHDD will be entitled to an equitable adjustment to the fees and other payments due under this Contract. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. Nothing in this paragraph shall be deemed to prevent or restrict DBHDD from taking any measures DBHDD may in its discretion deem necessary to ensure the health and safety of the Individuals served by the Contractor; and such measures may include, but are not limited to, the transition or re-assignment of any or all of those Individuals to other Contractors.

PARA #117 EMERGENCY PREPAREDNESS AND DISASTER RESPONSE: (154) 06/23/2022

Contractor shall comply with DBHDD policy Disaster Preparedness, Response, and Disaster Recovery Requirements for Community Providers, 04-102.

PARA #118 ACCESS TO RECORDS AND INVESTIGATION: (113) 05/22/2024

A. State and Federal government agencies, including but not limited to DBHDD; the Department of Human Services, including the Division of Family and Children Services and its office of Adult Protective Services; and the Department of Community Health and its authorized agents, shall have full and complete access to all Individual records, electronic health records system and audit trail logs, administrative records, financial records, pertinent books, documents, papers, correspondence(including e-mails), management reports, memoranda, audio and video recordings, and any other records of the Contractor and its subcontractors in electronic or other form, as well as full and complete access to employees and subcontractors (and employees of subcontractors) of Contractor outside the presence of other persons and without recording or monitoring by Contractor, for the purpose of conducting reviews, audits, investigations, or examinations of delivery of services by Contractor, or of delivery of services by any other agency/provider who has provided services authorized by DBHDD, or of any other conduct of Contractor or any other agency/provider affecting the Individuals served by the Contractor. Contractor and subcontractor record retention requirements are seven (7) years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

B. Notwithstanding any law to the contrary, to ensure the quality and integrity of Individual care, Contractor shall be required to provide DBHDD or authorized agents, upon request, complete access to, including but not limited to authorization to examine and reproduce (and to remove reproductions from Contractor's premises), any records in electronic or other form required to be maintained in accordance with this Contract and any subcontracts, the HIPAA Business Associate Agreement if applicable, standards, or rules and regulations of DBHDD or pursuant to State laws and regulations.

C. The Contractor agrees that DBHDD or authorized agents have full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee of the Contractor or subcontractor. The Contractor agrees to cooperate fully in such investigations by providing DBHDD full access to its records and the records of subcontractors, and to allow its employees to be interviewed by DBHDD investigators, outside the presence of other persons, during such investigations.

D. DBHDD and its authorized agents shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities, and to ensure the cooperation of its subcontractors. Such monitoring and inspection activities may include, without limitation: onsite health and safety inspections; financial and quality/clinical audits; review of any electronic or other records developed directly or indirectly as a result of this Contract; review of electronic health record systems and associated system audit trail logs for records of Individuals covered under this Contract; review of management systems, policies and procedures; review of service authorization and utilization activities; and review of any other areas, activities or materials relevant to or pertaining to this Contract or the HIPAA Business Associate Agreement if applicable. DBHDD may require the Contractor to develop corrective action plans as appropriate. DBHDD may require such corrective action plans to include requiring the Contractor to make changes and/or ensure changes by any subcontractor in service authorization, utilization practices, and/or any activity deemed necessary by DBHDD.

PARA #119 MAINTENANCE OF INDIVIDUAL RECORDS: (209) 05/02/2016

The Contractor agrees to maintain records of service provision for each Individual in accordance with all applicable laws, rules, regulations, Provider Manuals developed by DBHDD, DBHDD policies, and all applicable Medicaid Policies and Procedures and Medicaid waivers.

A. The Contractor will maintain Individual records in a manner which will distinguish the Individuals whose services are delivered pursuant to this Contract from other Individuals receiving services from Contractor. The Contractor agrees to permit and assist as requested in a random sampling of Individual records by DBHDD's staff or designee to verify the eligibility of Individuals served under this Contract.

B. The Contractor agrees to protect from unauthorized disclosure all information, records and data collected pertaining to Individuals under this Contract. Confidentiality and security shall be strictly maintained as required by State and Federal laws and requirements.

C. The Contractor agrees to maintain sufficient records to show fiscal and program responsibilities and to maintain sufficient books, records and ledgers for the purpose of inspection, monitoring and auditing. Financial records will accurately account for expenditures of State and Federal funds in accordance with the accounting procedures as specified in Provider Manuals developed by DBHDD and applicable to the Contractor.

PARA #120 COORDINATION OF CARE: (118) 05/01/2015

In the event that an Individual needs services outside the array of services provided by Contractor under this Contract, Contractor further agrees to contact the Georgia Crisis and Access Line at (800) 715-4225 (24/7/365 availability) for referral information to other services to help the Individual.

PARA #121 COLLECTION OF AUDIT EXCEPTIONS: (118) 03/08/2017

The Contractor agrees that DBHDD or its authorized agent may withhold net payments (voucher deduction) equal to the amount of any overpayment, improper payment, or permissible recoupment which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also, in DBHDD's discretion, repay DBHDD for the total exception by check.

PARA #122 SUBCONTRACTS: (115B) 03/08/2017

A. Except as specifically permitted by DBHDD Policy or an Annex to this Contract, Contractor may not subcontract the services covered under this Contract.

B. In the event subcontracting is permitted, Contractor agrees to provide DBHDD a list of all subcontractors. The list shall include, at a minimum, the following information for each subcontractor: the disability or behavioral health group or groups served; the services provided; and the expected annual cost of services. The list will be submitted to DBHDD at the time this Contract is signed. The Contractor further agrees to provide an updated list of subcontractors to DBHDD at the end of each quarter or upon implementation of any changes to subcontract arrangements (including, but not limited to, Contractor's entering into any new subcontract, or the termination or expiration of any subcontract). .

C. Any subcontract of the Contractor for the provision of Individual services and/or operational services addressed in whole or in part by a Provider Manual will incorporate a verification to be signed by the subcontractor indicating the subcontractor has received and will comply with the applicable Provider Manuals and Policies. The Contractor specifically agrees to be responsible for the performance of any subcontractors and for subcontractors' compliance with applicable provisions of this Contract and the Provider Manual and Policies. The Contractor will ensure that the subcontractors both understand and abide by the provisions of this Contract, all relevant provisions of the Provider Manual and Policies, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the subcontractor.

D. Any subcontract of the Contractor will clearly state, in writing, the service or product being acquired through said subcontract, with detailed description of cost.

E. The Contractor agrees to reimburse DBHDD or any other applicable agencies for any Federal or State audit disallowances arising from any subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor.

F. If the Contractor subcontracts for the provision of any deliverables pursuant to this Contract, the Contractor must require in each subcontract, that the subcontractor(s) is required to adhere to each provision of this Contract related to the quality and quantity of the deliverables, compliance with State and Federal laws and regulations, confidentiality, including a Business Associate Agreement where applicable, auditing, including access to records, and contract administration.

G. The Contractor shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any subcontractor who fails to adhere to the Contract requirements, including but not limited to compliance with the Provider Manual or any applicable DBHDD or DCH policy. The Contractor's failure to proceed against a subcontractor will constitute a separate breach by the Contractor in which case DBHDD may pursue appropriate remedies as a result of such breach, including but not limited to termination of this Contract.

H. If Contractor is a HIPAA Business Associate of DBHDD, Contractor must obtain a Business Associate Agreement with any and all subcontractors that create, receive, maintain or transmit protected health information (PHI) on behalf of Contractor for the work of this Contract. Such Business Associate Agreement shall be in compliance with the requirements of HIPAA regulations at 45 CFR Parts 160 and 164. Contractor shall provide copies of all such Business Associate Agreements to DBHDD upon request, and shall retain copies of such Business Associate Agreements and related documentation of compliance with HIPAA for no less than six (6) years following the termination of this Contract, the Business Associate Agreement with the subcontractor, or the conclusion of all activity under such contracts and agreements, whichever is latest.

I. Whenever the Contractor is utilizing the services of a person or entity who is not Contractor's employee to provide reimbursable services covered by this Contract, the Contractor shall obtain a verification form signed by that person or entity affirming that the Contractor has reviewed the requirements of this Contract and all applicable DBHDD Policies and Provider Manuals with that person or entity and has instructed that person or entity as to how to access the electronic versions of DBHDD Policies and Provider Manuals. This requirement is applicable to all subcontractors, independent contractors, employees of staffing agencies, students, interns, and volunteers, and any and all others who are not employees of the Contractor. The Contractor will ensure that any such person or entity both understands and abides by all pertinent provisions of the Contract, all relevant provisions of the Provider Manual, all standards, guidelines, DBHDD-issued advisories, and laws and regulations applicable to the work of that person or entity. The Contractor shall maintain these forms and will make them available upon request to DBHDD or its authorized agent.

PARA #123 PUBLICITY: (116) 05/22/2024

Contractors must ensure that any publicity given to the program or services provided herein identifies DBHDD as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior approval for the materials must be received from DBHDD's managing programmatic division/office. All media and public information materials must also be approved by DBHDD Office of Communications. In addition, the Contractor shall not display DBHDD's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Office of Communications. Publicity materials shall not include photographs or identifying information of any individual unless the individual has given prior valid written authorization, which authorization shall be available to the Department upon request.

PARA #124 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS: (124) 05/02/2014

Any documents, electronic data or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, and ownership interest in any such documents shall vest in the Department immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

A. Inventions and patents. The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the Department. The federal agency and the Department shall determine whether protection of the invention or discovery shall be sought. The federal agency and Department will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the federal agency and the Department shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government and Departmental purposes.

C. Publications: All publications, including pamphlets, artwork, and reports shall be submitted to the Department on disk or electronically.

PARA #125 CONSULTANT/STUDY CONTRACT: (118) 06/23/2022

A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this contract until such time as the information has been provided to the Department, appropriately presented to the Board of Behavioral Health and Developmental Disabilities, and made a matter of public record.

B. The Contractor further agrees that any research, study, review, or analysis of the Individuals/customers/clients served under this contract by any outside individual or organization must be conducted in conformance with Department of Behavioral Health and Developmental Disabilities Policy 25-101, Research, Protection of Human Subjects, and Institutional Review Board (IRB) and Policy 25-102, Submission, Approval, and Oversight of Research Projects using DBHDD Datasets.

C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #126 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS: (119) 05/01/2015

A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required for the performance of this Contract, prior to and during the performance of this Contract. Contractor shall submit all current and renewed licenses to DBHDD. The Contractor will immediately notify DBHDD of any deficiencies noted when its facilities or programs are reviewed or surveyed by any licensing agency or authority.

B. The Contractor is responsible to ensure that subcontractors and all employees and personnel of subcontractors are appropriately licensed.

C. Contractor agrees to immediately notify DBHDD if any license of Contractor or any subcontractor is suspended or revoked.

PARA #127 DRUGFREE WORKPLACE: (120) 06/23/2022

A. If Contractor is a natural person (i.e. not a corporation or other entity), he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

B. If Contractor is an entity other than a natural person (e.g. if Contractor is a corporation, limited liability company, etc.), Contractor hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102 et seq.) and that:

1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and

2. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to (Contractor's Name) that a drug-free workplace will be provided for the employees of (Subcontractor's Name) during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3 of the Official Code of Georgia."

C. Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification hereinabove; or

2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

PARA #128 TOBACCO AND SMOKE FREE ENVIRONMENT: (126) 03/08/2017

It is the policy of the Department to provide a tobacco and smoke free environment in all its facilities where services are provided to Individuals/customers/clients. Contractor agrees that it and its employees, agents, subcontractors, and employees and agents of subcontractors shall not use any tobacco product or smoke in and/or on the grounds of any Department facilities and/or in all Department vehicles used to transport Individuals/customers/clients.

PARA #129 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING: (136C) 05/11/2004

Contractor agrees that no part of state funds contained in this contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #130 CRIMINAL HISTORY RECORDS CHECKS REQUIREMENT FOR CONTRACTOR AND SUBCONTRACTOR: (153) 06/23/2022

Contractor shall comply, and shall ensure that all of Contractor's subcontractors comply, with DBHDD policy *Criminal History Records Check for DBHDD Network Provider Applicants, 04-104.*

PARA #131 AIDS POLICY: (123) 03/08/2017

A. Contractor agrees, as a condition to provision of services to Individuals pursuant to this Contract, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

B. Contractor agrees to comply with all laws and regulations of the state of Georgia regarding confidentiality of AIDS confidential information, including but not limited to those at O.C.G.A. § 24-12-20 and 24-12-21.

C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Behavioral Health and Developmental Disabilities and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #132 INDEMNIFICATION: (124) 03/08/2017

A. To the extent allowed by law, Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DBHDD, the Department of Community Health, the Department of Administrative Services, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf; or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims"). This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

B. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "funds"), the Contractor agrees to reimburse the Funds for such amounts paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

C. Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved in writing by the Indemnitees.

PARA #133 CONTRACTOR ACCREDITATION/TIER 1 STANDARDS REQUIREMENTS: (119) 05/02/2016

The Contractor agrees to maintain or obtain the required accreditation as outlined in Accreditation and Standards Compliance Requirements for Providers of Behavioral Health Services, 01-103 and comply with the standards found in Comprehensive Community Provider (CCP) Standards for Georgia's Tier 1 Behavioral Health Safety Net, 01-200 necessary to provide services prior to and during the performance of this contract. Contractor agrees that if it loses or fails to obtain any required accreditation or standards compliance that this contract may be terminated immediately in whole or in part.

PARA #134 QUALITY IMPROVEMENT PROGRAM, PROGRAMMATIC DATA, AND REVIEWS: (204) 05/01/2015

A. The Contractor agrees to follow the provisions of DBHDD's Quality Management Plans and Quality Improvement and Risk Management standards found in the applicable Provider Manual(s) and Policies. The Contractor agrees to keep on file to be reviewed upon audit or upon the request of DBHDD, the current Quality Improvement (QI) Program Plan and QI policy of the Contractor and other supporting documentation as necessary. Such program must address methods to conduct and incorporate the results of assessment of quality of services delivered, outcome-based evaluation, and satisfaction with services by the individuals served.

B. The Contractor agrees to participate in DBHDD's quality and performance management programs and processes which may be modified during the course of the Contract period. Participation includes, but is not limited to, providing all key performance and outcome indicators of service quality and contract compliance and other required programmatic data reports within required timeframes and deadlines and facilitating DBHDD access to individuals served, program staff, treatment records, and incident/injury data.

C. The Contractor agrees to participate in all mandatory Contractor meetings, training and technical assistance events as specified by DBHDD. This may involve training or technical assistance provided to all Contractors, to Contractors of certain services, or to an individual Contractor. This training and technical assistance is not limited to instances in which a deficiency has been identified.

PARA #135 NOTICE OF LEGAL ACTION: (152) 06/23/2022

The Contractor agrees to provide written notice to DBHDD, at the address listed in Paragraph #103 of this Contract, of any legal action or adverse notice listed below, within ten (10) calendar days following the date the Contractor initiates or receives such notice. The notice to DBHDD shall be accompanied by a complete copy of all documents, filings, or notices filed by or received by the Contractor, and any actions, including but not limited to the following would necessitate a notice:

A. Any action, proposed action, suit or counterclaim filed by or filed against Contractor, relating in any way to this Contract or to services delivered pursuant to this Contract;

B. Any administrative or regulatory action or proposed action regarding its business or operations;

C. Any denial of or withdrawal of Contractor status from Medicaid or Medicare or any payback required by Medicaid;

D. Any claim made against the Contractor by an Individual, subcontractor or supplier, or made by the Contractor against an Individual, subcontractor or supplier, having the potential to result in litigation related in any way to this Contract;

E. The filing of a petition in bankruptcy by the Contractor or by or against a principal subcontractor, or the insolvency of a principal subcontractor;

F. The conviction of (i) any person who has an ownership or controlling interest in the Contractor, (ii) any subcontractor or supplier of Contractor, or (iii) any person who is an agent or managing employee of any subcontractor or supplier of Contractor, of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XX of the Social Security Act; or

G. The sale of assets, merger, or change of control of the Contractor or assignment of some or all of the Contractor's corporate functions or services. In such an event, Contractor must also comply with any applicable requirements in the Department of Community Health Medicaid Policies and Procedures manuals concerning sale of assets, merger, change of control, or assignment of corporate functions or services, including but not limited to Section 105.9 of the Part I Policies and Procedures for

Medicaid/PeachCare for Kids manual (maintained by the Department of Community Health), as from time to time amended or re-numbered.

PARA #136 REPORTING CRITICAL INCIDENTS, COMPLAINTS AND GRIEVANCES: (403) 06/23/2022

Contractor shall ensure that Individuals served are protected from abuse, neglect and exploitation and treated with dignity and respect at all times.

Contractor shall comply, and shall ensure that its subcontractors (if subcontracting is permitted hereunder) comply, with DBHDD policies *Reporting Deaths and Other Incidents in Community Services 04-106* and *Complaints and Grievances Regarding Community Services, 19-101*.

PARA #137 INSURANCE: (125) 06/23/2022

The following requirements shall be adhered to by Contractor throughout the duration of the Contract, and as may otherwise be specified herein. Contractor shall procure and maintain insurance that shall protect the Contractor and DBHDD from any claims for bodily injury, property damage, or personal injury that may arise out of operations under the Contract. Contractor shall procure the insurance policies at its own expense and shall furnish DBHDD with an insurance certificate of the coverage required in this section listing DBHDD as certificate holder. In addition, the insurance certificate must provide the name and address of the insured, name, address, telephone number and signature of the authorized agent; the name of the insurance company (licensed to operate in Georgia); a description of the coverage in detailed standard terminology (including policy period, limits of liability, exclusions and endorsements); and, an acknowledgment that notice of cancellation is required to be given to DBHDD. Contractor is required to obtain and maintain the following types of insurance coverage for the duration of the Contract:

A. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Chapter 9 of Title 34 of the Official Code of Georgia Annotated. (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

B. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to ensure there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.

C. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Contract. The Business Automobile Policy shall have dollar limits sufficient to ensure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required in this Contract.

D. Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverage than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of $3,000,000.00.

E. Contractor must maintain, or must ensure that each licensed professional employed or contracted by Contractor maintains, Malpractice/Professional Liability Policy (Claims Based) with EDP, Errors and Omissions Coverage. Each such policy must provide liability limits of $1,000,000.00 per occurrence for each licensed professional insured by the policy. For each such policy, Contractor must submit to DBHDD certificates complying with the requirements of this paragraph.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least 60 days prior written notice has been given to DBHDD. Certificates of Insurance showing such coverage to be in force shall be filed with DBHDD prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DBHDD. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

PARA #138 STATEWIDE SEXUAL HARASSMENT PREVENTION POLICY: (156) 05/22/2024

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "SSHP Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the SSHP Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to,

notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf;

2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with Department employees; and on an annual basis thereafter; and,

3. Upon request by the Department, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees or subcontractors, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at https://doas.ga.gov/sites/default/files/assets/Human%20Resources%20Administration/Sexual%20Harassment%20Prevention%20Policy/Statewide%20Sexual%20Harassment%20Prevention%20Policy%20and%20Investigation%20Procedures%20v.2.pdf ;

2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing Department premises and prior to interacting with Department employees; and on an annual basis thereafter; and

3. Upon request of the Department, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

PARA #139 REQUESTS FOR FINANCIAL INFORMATION: (1288) 05/22/2024

The Contractor/Provider shall fully and promptly comply with all reporting requirements and requests for information issued by the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) or its authorized designee. The Contractor/Provider shall provide such information in the format requested by DBHDD. The Contractor/Provider shall ensure that its staff comply wholly and promptly with all requests for information. The Contractor/Provider shall comply promptly with requests by DBHDD or its authorized agent for financial information, records, and documents related to evaluating the costs of programs and services. Requested information and documentation may include, but is not limited to, information and documentation regarding (i) the Contractor's/Provider's contractual agreements, (ii) the Contractor's/Provider's personnel costs, (iii) the Contractor's/Provider's operating costs, and (iv) any party providing services that will or may be paid for by the Contractor/Provider with funds received from DBHDD, including, but not limited to, management and consulting services rendered to the Contractor/Provider.

SECTION II SPECIAL TERMS AND CONDITIONS SECTION II A

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS: (201) 03/17/2003

WITNESSETH:

WHEREAS, the Department has a need for and desires Construction of a Behavioral Health Crisis Center in Region 3.

AND

WHEREAS, the Contractor has represented to the Department its willingness and ability to provide the services and/or products identified herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees that:

1. As a future adult crisis services provider, to provide crisis services in a 24-bed Crisis Stabilization Unit (CSU) and an adjacent 16 bed/chair Temporary Observation Unit (TOU) and Crisis Service Center (CSC).

2. Funding will be used to fund appropriate project implementation in accordance with the approved budget attached.

3. Expenses can include items which are appropriate to constructing a Behavioral Health Crisis Center (BHCC), including but not limited to: a) Architect Fees b) Site Improvements c) Furniture and Equipment d) Construction Costs.

AND

B. The Department will monitor contractor for compliance.

SECTION III CONTRACT PAYMENT PROVISIONS

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301C) 05/01/2019

The total approved budget for this contract is **$9,481,532.00.** The Department will make payments to the Contractor based upon reimbursement for actual expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed **$9,481,532.00.**

PARA #302 CONTRACT BUDGET ANNEX: (303) 02/23/1996

A. The budget attached to this contract as **Annex A** is made a part of this contract.

B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this contract.

C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

_____ Deduction Alternative _____ Additional Cost Alternative

_____ Cost Sharing or Matching Alternative ___**X**__ No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION: (304C) 02/23/1996

Budget total may not be exceeded. Contract Budget Adjustments shall not exceed 10% overall contract amount.

PARA #304 EXPENDITURE REPORT SUBMISSION: (306A) 03/01/1992

The Contractor agrees to submit a monthly expenditure report not later than the 10th working day following the end of each month during the term of this contract. The Contractor further agrees to submit the final supplemental expenditure report on this contract, if required, not later than 45 days following the contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this contract as **Annex A**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS: (401G) 05/16/2023

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable Federal and State laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse DBHDD for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits or investigations. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable Federal or State laws or requirements:

A. Any rules and regulations promulgated by the Centers for Medicare and Medicaid Services or the Georgia Department of Community Health Division of Healthcare Facility Regulation that are applicable to the services offered by the Contractor under this Contract.

B. Compliance with Security Management Process:

Upon request by DBHDD, the Contractor agrees to provide to the DBHDD Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DBHDD electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DBHDD OIT, or within fewer days if required by Federal or State law or regulation, in order for DBHDD to conduct risk analysis, risk management and information system activity reviews with regard to security of DBHDD's electronic data, as defined in the HIPAA Security Rule, 45 CFR Section 164.308 (a)(1).

C. 45 CFR Part 75; as used in this Contract the word Contractor is synonymous with the word Sub-recipient as used in the Code of Federal Regulations.

D. Contractors shall conduct business practices in conformity with Title XIX of the Social Security Act, 42 U.S.C. section 1396a(a)(30)(A).

E. Compliance with Executive Orders Concerning Ethics and Lobbyist Registration:

The Contractor agrees to comply in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated April 1, 2021 (Establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of lobbyist employed or retained by vendors to State agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

F. Compliance with Federal and State Immigration Laws:

1. The Contractor agrees that throughout the performance of all applicable work in this Contract it will remain in full compliance with all Federal and State immigration laws, including but not limited to provisions of 8 U.S.C. § 1324a and O.C.G.A. § 13-10-90 et.seq, Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under Federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract (if sub-subcontracting is permitted) hereunder.

2. Contractor shall not retaliate against or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

3. Further, Contractor agrees to include the provisions contained in the foregoing paragraphs in each subcontract for services hereunder and to require subcontractors to include such provisions in all sub-subcontracts (if sub-subcontracts are permitted hereunder) for services hereunder.

G. The Federal cost principles for determining allowable costs for this Contract is the OMB Supercircular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants,” codified at 2 C.F.R. Part 200, including Appendix VII for contracts with State and local governments. Indirect Costs charged to programs reimbursed with State or Federal Funds must be supported by an Indirect Cost plan approved by, and on file with DBHDD or an Indirect Cost Rate approved by the Contractor’s Federal cognizant agency. Contractor is responsible for notifying DBHDD of any significant changes to the plan, once approved.

H. Comply with all State and Federal laws, rules and regulations regarding each Individual’s rights

I. The federal cost principles for determining allowable costs for this contract is the OMB Supercircular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants,” codified at 2 C.F.R. Part 200, including Appendix VII for contracts with state and local governments.

J. Fair Labor Standards Act of 1938, as amended.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS: (402A) 05/17/2023

All DBHDD Contractors are required to comply with the financial reporting requirements set forth External Entities Audit Standards, 16-101. It is the responsibility of the Contractor to understand and comply with these requirements as prescribed.

Contractor further agrees to submit the required audit or financial statements in the quantities set forth below, within 180 days after the close of the Contractor's fiscal year:

One (1) electronic copy to:
State Reporting (https://dbhddapps.dbhdd.ga.gov/dbhddappsuser)
DBHDD Office of Internal Audit
200 Piedmont Avenue, S.E.
5th Floor, West Tower
Atlanta, Georgia 30334-9026

One (1) copy to:
State Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.; Suite 1-156
Atlanta, Georgia 30334-8400

Additional Financial Reporting Requirements

Contractor will protect the confidentiality of all protected health information and confidential consumer clinical record information from disclosure to auditors where reasonably possible. If such disclosure to an auditor (other than auditors employed by DBHDD or the ASO) is necessary for the audit to be conducted Contractor will obtain a Business Associate Agreement with the auditor which agreement complies with the Health Insurance Portability and Accountability Act of 1996 and its regulations (the "Privacy Rule"), 45 CFR Parts 160 and 164, to protect the confidentiality of protected health information and clinical record information. Contractor will comply with requirements of the Privacy Rule to report to the Regional Field Office any known unauthorized disclosure or redisclosure of protected health information or clinical record information arising out of or relating to any audit required hereunder and mitigate damages pursuant to the Privacy Rule.

Contractor understands that according to the provisions of this contract and as described in the Department's External Entities Audit Standards 16-101 policy, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments, to terminate this contract, to require a refund of all monies received under this contract and to prohibit the Contractor from receiving funds from any State organization for a period of twelve (12) months from the date of notification by DBHDD or the State Department of Audits and Accounts.

Contractor understands that according to the provisions of this contract, failure to comply with the above audit and financial reporting requirements could be cause for DBHDD to suspend payments and/or terminate this contract.

PARA #403 NO AMENDMENT TO CONTRACT: (156) 04/19/2021

This Contract is being presented to Contractor for execution and will be returned to DBHDD for the signature of authorized DBHDD personnel. Subsequent to the transmission of this Contract by DBHDD to Contractor for Contractor's execution, no amendment, addition, or alteration to this Contract made by Contractor or by any other person shall be effective to amend the terms of this Contract unless such amendment, addition, or alteration is specifically and expressly accepted in writing by an authorized representative of DBHDD. The signature of this Contract by DBHDD, in itself, shall not constitute specific and express acceptance of any such amendment, addition, or alteration. By executing this Contract, Contractor certifies that Contractor has not made any amendment, addition, or alteration to this Contract as further evidenced by Contractor certification on **Annex B.**

PARA #404 ENTIRE UNDERSTANDING, CONDITIONS OF ACCEPTANCE AND MISCELLANEOUS PROVISIONS: (404) 04/29/2020

This Contract together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

Contractor's acceptance of this Contract must be manifested by (i) execution of this Contract by Contractor, and (ii) the return of this Contract to DBHDD along with documentation, as requested by DBHDD in correspondence accompanying DBHDD's offer of this Contract, evidencing Contractor's compliance with insurance, licensing, credentialing, and other requirements as set forth in this Contract and in DBHDD policies and manuals. Prior to the execution of this Contract by DBHDD, DBHDD may revoke its offer of this Contract if Contractor fails to timely execute and return this Contract, or if Contractor returns this Contract without the requested documentation.

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

Time is of the essence of this Contract.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION: (501) 04/29/2020

This contract includes annexes as listed below, which are hereto attached:

Annex A	Contract Budget and Cumulative Expenditure Report
Annex B	Contractor Verification Form

SIGNATURES TO CONTRACT BETWEEN

THE DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

AND

FULTON COUNTY DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

IN WITNESS WHEREOF, the parties have hereunto affixed signatures the day and year first above written.

CONTRACTOR EXECUTION:

Signature

Date signed by Contractor

*Typed name of individual signing Chairman,

Commission of _____ County

Date: _____

Attestor's Signature

Attestor's typed name

**Title of Attestor

*Must be Chairman or sole Commissioner

**Must be Clerk of Commission

DEPARTMENTAL EXECUTION:

For the Commissioner of the Department of Behavioral Health and Developmental Disabilities

Commissioner or Authorized Designee

Date signed by the Department

ANNEX A

CONTRACT BUDGET AND MONTHLY CUMULATIVE CONTRACT EXPENDITURE REPORT

Contractor: **Fulton County Department of Behavioral Health and Developmental Disabilities**
Contractor Number: **44100-026-CMA00007108** **Contractor's Expenditure/Account #:** _____

Electronic Funds Transfer? **Yes** ☐ (Must have completed authorization for EFT on file.) **No** ☐

Remit Checks or Remittance Advice to:

Name: _____ Address: _____

Attn: _____ City/State/Zip: _____

Type Expense	Approved Budget	Prior Cumulative Contract Expenditures	MONTH of _____ Expenditures for Reimbursement	Balance of Funds
A. Other	$ 2,370,383.00	$ 0.00	$ 0.00	$ 0.00
B. Equipment	$ 1,185,191.50	$ 0.00	$ 0.00	$ 0.00
C. Furniture	$ 1,185,191.50	$ 0.00	$ 0.00	$ 0.00
D. Site Development	$ 2,370,383.00	$ 0.00	$ 0.00	$ 0.00
E. Other Direct Costs	$ 2,370,383.00	$ 0.00	$ 0.00	$ 0.00
TOTAL	$ 9,481,532.00	$ 0.00	$ 0.00	$ 0.00

I, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items:

Prepared by:

Contractor Signature

Typed Name and Title

Date Phone

Approval for Payment:

Signature of DBHDD Approving Authority

Typed Name and Title

Date Approved

ANNEX B

CONTRACTOR VERIFICATION FORM

Verification of Access to the DBHDD Provider Manuals and Policies

This is to verify that we have: (1) successfully accessed the electronic version of the Provider Manual for Community Behavioral Health Providers and the Provider Manual for Community Developmental Disabilities Providers on the Department of Behavioral Health and Developmental Disabilities' website: http://dbhdd.georgia.gov, and (2) successfully accessed the DBHDD PolicyStat Index and the DBHDD Policies at: https://gadbhdd.policystat.com/

Signature of Provider: _____ **Date:** _____

Contract Alterations

In order that the enclosed Contract between Contractor and DBHDD may be processed and implemented without further delay, I certify that no changes, modifications, deletions, or additions have been made to the terms and conditions of the Contract prior to submission to DBHDD for signature.

Signature of Provider: _____ **Date:** _____

Printed Name of Person Signing on behalf of the Provider: _____

Title: _____

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0406 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to increase spending authority - Public Works Department, 24ITBC1298468A-KM, Fire Hydrants and Parts in an amount not to exceed $238,570.00 with Core and Main, LP (Athens, GA), to provide fire hydrants and parts. Effective upon BOC approval.

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

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Department of Public Works is requesting approval of an increase in spending authority, 24ITBC1298468A-KM, Fire Hydrants and Parts, to increase the unit prices as outlined in the attached pricing sheet**.**

Scope of Work: The contract with Core & Main provides fire hydrants and related components to be installed by Department of Public Works crews or authorized contractors throughout the North Fulton water service area. Fire hydrants are part of the County's publicly maintained water system, and the County is responsible for ensuring their proper operation within North Fulton County.

The renewal of the 2026 contract was approved by the Board of Commissioners under Agenda Item No. 25-0680 on September 17, 2025, for $39,891.00. Core & Main has requested an increase over the previously approved unit pricing, citing increased costs associated with tariffs and steel and iron materials. The increased spending authority is requested to address the price increases, as well as recognizing the fact that Fulton County will need to purchase a greater number of items as compared to the past two years.

An increase in the total contract amount is also requested because several items were removed from the original purchase order at the time of issuance due to sufficient existing inventory; those items are now required to be reinstated. The revised unit pricing for items purchased by Public Works under this contract is provided in Exhibit 1.

Community Impact: Effective firefighting protection can be negatively affected if replacement system parts are not procured in a timely manner and fire hydrants must be taken out of service.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: Failure to procure and maintain these items in stock can impact the maintenance and operation of the water systems throughout North Fulton and negatively affect firefighting protection.

Community Issues/Concerns: No issues/concerns have been raised by the community regarding this Agenda Item.

Department Issues/Concerns: No issues/concerns have been raised by Department of Public Works' staff regarding this Agenda Item.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	102-369	10/10/2024	$39,891.00
1st Renewal	24-0820	12/4/2024	$39,891.00
2nd Renewal	25-0680	11/5/2025	$39,891.00
Amendment 1			**$238,570.00**
Total Revised Amount			$358,243.00

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

Contract Value: **$238,570.00**

Prime Vendor: **Core & Main, LP**
Prime Status: **Non-Minority**
Location: **Athens, GA**
County: **Clarke County**
Prime Value: **$238,570.00 or 100.00%**

Total Contract Value: **$238,570.00 or 100.00%**
Total Certified Value: **$0.00**

Exhibits Attached

Exhibit 1: Amendment No.1 To Form Contract
Exhibit 2: Performance Evaluation
Exhibit 3: Price Comparison Analysis

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

Adriana Bustillos, Deputy Director, Public Works, 404-612-7407

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$119,673.00
Previous Adjustments:	$0.00
This Request:	$238,570.00
TOTAL:	$358,243.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

202-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - $238,570.00.

Key Contract Terms

Agenda Item No.: 26-0406 **Meeting Date:** 7/15/2026

Start Date: BOC Approval	**End Date:** 12/31/2026
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: N renewals remain

Overall Contractor Performance Rating: 85

Would you select/recommend this vendor again?
Yes

Report Period Start: **2/1/2026**

Report Period End: **2/28/2026**

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **Core and Main, LP**

Contract No.: **24ITBC1298468A-KM**, **Fire Hydrants and Parts**

Address: **670 Hancock Industrial Way**
City, State **Athens, GA 30605**

Telephone: **(404)925-3327**

Email: dan.neikirk@coreandmain.com

Contact: **Dan Neikirk**
Branch Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Core and Main, LP** to provide Fire Hydrants and Parts, dated 10th day of October 2024 on behalf of the Department of Public Works; and

WHEREAS, the County wishes to amend the existing contract to increase the spending authority to cover the cost of procurement additional fire hydrants and parts to restore stock to operation levels; and

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

WHEREAS, this Amendment was approved by the Fulton County Board of Commissioners on _____ through Agenda Item No. _____.

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

This Amendment No.1 to Form of Contract is effective as of _____, between the County and Core and Main, who agree that all Services specified will be performed in accordance with this Amendment No.1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** The Second Renewal of this contract was approved by the Board of Commissioners as Agenda Item No. 25-0680 on September 17, 2025. Core & Main is requesting an average price increase over the previously approved unit prices due to rising freight surcharges and increased costs of resins and other raw materials from the manufacturer. This request for an increase covers the cost of procuring fire hydrants and parts.

2. **COMPENSATION:** The services described under Scope of Work herein shall be

performed by Contractor for a total amount not to exceed $238,570.00 (Two Hundred Thirty-Eight Thousand Five Hundred Seventy Dollars and No Cents). approved by BOC.

3. **LIABILITY OF COUNTY:** This Amendment No.1 to Form of Contract shall not become binding on the County, and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO.1 TO FORM OF CONTRACT:** Except as modified by this Amendment No.1 to Form of Contract, the Contract, and all Contract Documents remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

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

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of
Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark, Director
Public Works

CONTRACTOR:

Core and Main, **LP**

Dan Neikirk
Branch Manager

ITEM#: _____ RM: _____	**ITEM#: _____ 2ND RM: _____**
REGULAR MEETING	**SECOND REGULAR MEETING**

Performance Evaluation Details

ID	E32
Project	Fire Hydrants and Parts
Project Number	22ITBC073A-KM
Supplier	Core and Main
Supplier Project Contact	Stephen Benton (preferred language: English)
Performance Program	Goods and Commodity Services
Evaluation Period	02/01/2026 to 02/28/2026
Effective Date	03/02/2026
Evaluation Type	Formal
Interview Date	03/02/2026
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	03/02/2026 12:21 PM EST
Completion Date	03/02/2026 12:21 PM EST
Evaluation Score	85

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - GOODS AND COMMODITY SERVICES

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

QUALITY OF PRODUCT OR SERVICE **17/20**

Rating

Excellent: There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.

Comments *Not Specified*

TIMELINESS OF PERFORMANCE **17/20**

Rating

Excellent: There are no delays and the contractor has exceeded the agreed upon time schedule.

Comments *Not Specified*

BUSINESS RELATIONS **17/20**

Rating

Excellent: Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.

Comments *Not Specified*

CUSTOMER SATISFACTION **17/20**

Rating

Excellent: Contractor representative communicates routinely with the User Department, professional and responsive to User Department's request for information.

Comments *Not Specified*

COST CONTROL **17/20**

Rating

Excellent: Compliance with contract pricing, minor cost discrepancies identified by User Department that require explanation, quickly resolved cost/price issues; compliance with invoice submission, corrections resolved quickly.

Comments *Not Specified*

GENERAL COMMENTS

Comments *Not Specified*

Fire Hydrant Parts & Repair Kits — Price Comparison Analys

Fulton County Water Operations | February 2026

SUMMARY					
Total Items	**Avg 2025 Price**	**Avg 2026 Price**	**Avg $ Increase**	**Avg % Increase**	**Min % Increase**
55	**$654.42**	**$704.90**	**$50.48**	**9.98%**	**0.00%**

INFLATION CONTEXT & ANALYSIS	
Metric	**Value**
US CPI Inflation Rate (2025 Annual)	**2.7%**
US CPI Inflation Rate (Jan 2026)	**2.4%**
Fire Hydrant Parts Avg Price Increase	**9.98%**
Excess Over CPI Inflation	**7.28%**
Likely Contributing Factors	**Tariffs, Steel/Iron costs**

DETAILED ITEM-BY-ITEM PRICE COMPARISON					
#	**Item Description**	**2025 Price**	**2026 Price**	**$ Change**	**% Change**
1	5 1/4 "—Barrel Dia. Fire Hydrant w/ 3 1/2" Bury	$2,750.00	$2,906.00	$156.00	5.67%
2	5 1/4 "—Barrel Dia. Fire Hydrant w/ 4' Bury	$2,815.00	$2,971.00	$156.00	5.54%
3	5 1/4 "—Barrel Dia. Fire Hydrant w/ 4ft 6" Bury	$2,880.00	$3,044.00	$164.00	5.69%
4	5 1/4 "—Barrel Dia. Fire Hydrant w/ 5' Bury	$2,946.00	$3,114.00	$168.00	5.70%
5	5 1/4 "—Barrel Dia. Fire Hydrant w/ 6' Bury	$3,080.00	$3,252.00	$172.00	5.58%
6	5 1/4 "—Barrel Dia. Fire Hydrant w/ 6' Bury	$3,080.00	$3,252.00	$172.00	5.58%
7	6" Extension kit for 4 1/2" Barrel MH 129	$323.00	$354.16	$31.16	9.65%
8	12" Extension kit for 4 1/2" Barrel MH 129	$381.00	$418.00	$37.00	9.71%
9	18" Extension kit for 4 1/2" Barrel MH 129	$411.00	$450.00	$39.00	9.49%

10	24" Extension kit for 4 1/2" Barrel MH 129	$440.00	$482.50	$42.50	9.66%
11	6" Extension kit for 5 1/4" Barrel MH 129	$353.00	$386.00	$33.00	9.35%
12	12" Extension kit for 5 1/4" Barrel MH 129	$402.00	$440.00	$38.00	9.45%
13	18" Extension kit for 5 1/4" Barrel MH 129	$461.00	$505.00	$44.00	9.54%
14	24" Extension kit for 5 1/4" Barrel MH 129	$511.00	$560.00	$49.00	9.59%
15	6" Extension kit for 4 1/2" Barrel US M-94	$297.00	$321.00	$24.00	8.08%
16	12" Extension kit for 4 1/2" Barrel US M-94	$358.00	$386.00	$28.00	7.82%
17	18" Extension kit for 4 1/2" Barrel US M-94	$417.00	$417.00	$0.00	0.00%
18	24" Extension kit for 4 1/2" Barrel US M-94	$461.00	$499.00	$38.00	8.24%
19	6" Extension kit for 5 1/4" Barrel US M-94	$297.00	$321.50	$24.50	8.25%
20	12" Extension kit for 5 1/4" Barrel US M-94	$358.00	$386.60	$28.60	7.99%
21	18" Extension kit for 5 1/4" Barrel US M-94	$417.00	$450.80	$33.80	8.11%
22	24" Extension kit for 5 1/4" Barrel US M-94	$462.00	$499.00	$37.00	8.01%
23	6" Extension kit for 4 1/2" Barrel Clow Medallion	$368.00	$402.00	$34.00	9.24%
24	12" Extension kit for 4 1/2" Barrel Clow Medallion	$429.00	$469.70	$40.70	9.49%
25	18" Extension kit for 4 1/2" Barrel Clow Medallion	$465.00	$509.00	$44.00	9.46%
26	24" Extension kit for 4 1/2" Barrel Clow Medallion	$519.00	$568.00	$49.00	9.44%
27	6" Extension kit for 5 1/4" Barrel Clow Medallion	$405.00	$443.00	$38.00	9.38%
28	12" Extension kit for 5 1/4" Barrel Clow Medallion	$477.00	$521.00	$44.00	9.22%
29	18" Extension kit for 5 1/4" Barrel Clow Medallion	$540.00	$591.00	$51.00	9.44%
30	24" Extension kit for 5 1/4" Barrel Clow Medallion	$610.00	$667.30	$57.30	9.39%
31	6" Extension kit for 4 1/2" Barrel AD B84-B	$293.00	$320.83	$27.83	9.50%
32	12" Extension kit for 4 1/2" Barrel AD B84-B	$341.00	$373.00	$32.00	9.38%
33	18" Extension kit for 4 1/2" Barrel AD B84-B	$389.00	$426.00	$37.00	9.51%
34	24" Extension kit for 4 1/2" Barrel AD B84-B	$438.00	$479.10	$41.10	9.38%
35	6" Extension kit for 5 1/4" Barrel AD B84-B	$293.00	$320.89	$27.89	9.52%
36	12" Extension kit for 5 1/4" Barrel AD B84-B	$341.00	$373.00	$32.00	9.38%
37	18" Extension kit for 5 1/4" Barrel AD B84-B	$389.00	$426.00	$37.00	9.51%
38	24" Extension kit for 5 1/4" Barrel AD B84-B	$438.00	$479.00	$41.00	9.36%

39	6" Extension kit for 4 1/2" Barrel Mueller SuperCent	$368.00	$402.95	$34.95	9.50%
40	12" Extension kit for 4 1/2" Barrel Mueller SuperCent	$429.00	$469.70	$40.70	9.49%
41	18" Extension kit for 4 1/2" Barrel Mueller SuperCent	$465.00	$509.00	$44.00	9.46%
42	24" Extension kit for 4 1/2" Barrel Mueller SuperCent	$519.00	$568.00	$49.00	9.44%
43	6" Extension kit for 5 1/4" Barrel Mueller SuperCent	$405.00	$443.15	$38.15	9.42%
44	12" Extension kit for 5 1/4" Barrel Mueller SuperCent	$477.00	$521.00	$44.00	9.22%
45	18" Extension kit for 5 1/4" Barrel Mueller SuperCent	$540.00	$591.00	$51.00	9.44%
46	24" Extension kit for 5 1/4" Barrel Mueller SuperCent	$610.00	$667.30	$57.30	9.39%
47	Traffic Flange repair Kit for 4 1/2" Barrel MH-129	$187.00	$219.00	$32.00	17.11%
48	Traffic Flange repair Kit for 5 1/4" Barrel MH-129	$187.00	$219.00	$32.00	17.11%
49	Traffic Flange repair Kit for 4 1/2" Barrel US M-94	$175.00	$209.80	$34.80	19.89%
50	Traffic Flange repair Kit for 5 1/4" Barrel US M-94	$175.00	$204.80	$29.80	17.03%
51	Traffic Flange repair Kit for 4 1/2" Barrel Clow Medallion	$165.00	$193.40	$28.40	17.21%
52	Traffic Flange repair Kit for 5 1/4" Barrel Clow Medallion	$175.00	$204.70	$29.70	16.97%
53	Traffic Flange repair Kit for 4 1/2" Barrel AD B84-B	$155.00	$181.30	$26.30	16.97%
54	Traffic Flange repair Kit for 5 1/4" Barrel AD B84-B5	$155.00	$181.30	$26.30	16.97%
55	Traffic Flange repair Kit for 4 1/2" Barrel Mueller Super	$171.00	$199.82	$28.82	16.85%
AVERAGES		**$654.42**	**$704.90**	**$50.48**	**9.98%**

COLOR LEGEND	
● **Red rows**	Price increase > 10% — Significantly above inflation
□ **Yellow rows**	Price increase 5–10% — Moderately above inflation
□ **Green rows**	Price decrease or minimal change
☐ **White/Blue rows**	Standard increase 0–5%

sis (2025 vs. 2026)

Max % Increase	US CPI Inflation (2025)	Exceeds Inflation?
19.89%	2.70%	YES ⚠

Notes
December 2025 — Bureau of Labor Statistics
January 2026 — Bureau of Labor Statistics
Calculated from 55 line items
Amount above general inflation rate
Trump tariffs on metals add upward pressure

vs CPI (2.7%)	Category	Notes
+2.97%	Fire Hydrant (Complete)	
+2.84%	Fire Hydrant (Complete)	
+2.99%	Fire Hydrant (Complete)	
+3.00%	Fire Hydrant (Complete)	
+2.88%	Fire Hydrant (Complete)	
+2.88%	Fire Hydrant (Complete)	
+6.95%	Repair Kit - Type A	
+7.01%	Repair Kit - Type A	
+6.79%	Repair Kit - Type A	

+6.96%	Repair Kit - Type A	
+6.65%	Repair Kit - Type B	
+6.75%	Repair Kit - Type B	
+6.84%	Repair Kit - Type B	
+6.89%	Repair Kit - Type B	
+5.38%	Repair Kit - Type C	
+5.12%	Repair Kit - Type C	
-2.70%	Repair Kit - Type C	
+5.54%	Repair Kit - Type C	
+5.55%	Repair Kit - Type D	
+5.29%	Repair Kit - Type D	
+5.41%	Repair Kit - Type D	
+5.31%	Repair Kit - Type D	
+6.54%	Repair Kit - Type E	
+6.79%	Repair Kit - Type E	
+6.76%	Repair Kit - Type E	
+6.74%	Repair Kit - Type E	
+6.68%	Repair Kit - Type F	
+6.52%	Repair Kit - Type F	
+6.74%	Repair Kit - Type F	
+6.69%	Repair Kit - Type F	
+6.80%	Repair Kit - Type G	
+6.68%	Repair Kit - Type G	
+6.81%	Repair Kit - Type G	
+6.68%	Repair Kit - Type G	
+6.82%	Repair Kit - Type H	
+6.68%	Repair Kit - Type H	
+6.81%	Repair Kit - Type H	
+6.66%	Repair Kit - Type H	

+6.80%	Repair Kit - Type I	
+6.79%	Repair Kit - Type I	
+6.76%	Repair Kit - Type I	
+6.74%	Repair Kit - Type I	
+6.72%	Repair Kit - Type J	
+6.52%	Repair Kit - Type J	
+6.74%	Repair Kit - Type J	
+6.69%	Repair Kit - Type J	
+14.41%	Small Parts / Hardware	High increase
+14.41%	Small Parts / Hardware	High increase
+17.19%	Small Parts / Hardware	High increase
+14.33%	Small Parts / Hardware	High increase
+14.51%	Small Parts / Hardware	High increase
+14.27%	Small Parts / Hardware	High increase
+14.27%	Small Parts / Hardware	High increase
+14.27%	Small Parts / Hardware	High increase
+14.15%	Small Parts / Hardware	High increase
+7.28%		

	2025 Prices	2026 Prices
Fire Hydrant Parts and Repair Kits	$ 323.00	$ 354.16
	$ 381.00	$ 418.00
	$ 411.00	$ 450.00
	$ 440.00	$ 482.50
	$ 353.00	$ 386.00
	$ 402.00	$ 440.00
	$ 461.00	$ 505.00
	$ 511.00	$ 560.00
	$ 297.00	$ 321.00
	$ 358.00	$ 386.00
	$ 417.00	$ 417.00
	$ 461.00	$ 499.00
	$ 297.00	$ 321.50
	$ 358.00	$ 386.60
	$ 417.00	$ 450.80
	$ 462.00	$ 499.00
	$ 368.00	$ 402.00
	$ 429.00	$ 469.70
	$ 465.00	$ 509.00
	$ 519.00	$ 568.00
	$ 405.00	$ 443.00
	$ 477.00	$ 521.00
	$ 540.00	$ 591.00
	$ 610.00	$ 667.30
	$ 293.00	$ 320.83
	$ 341.00	$ 373.00
	$ 389.00	$ 426.00
	$ 438.00	$ 479.10
	$ 293.00	$ 320.89
	$ 341.00	$ 373.00
	$ 389.00	$ 426.00
	$ 438.00	$ 479.00
	$ 368.00	$ 402.95
	$ 429.00	$ 469.70
	$ 465.00	$ 509.00
	$ 519.00	$ 568.00
	$ 405.00	$ 443.15
	$ 477.00	$ 521.00
	$ 540.00	$ 591.00
	$ 610.00	$ 667.30
	$ 187.00	$ 219.00
	$ 187.00	$ 219.00
	$ 175.00	$ 209.80
	$ 175.00	$ 204.80
	$ 165.00	$ 193.40
	$ 175.00	$ 204.70
	$ 155.00	$ 181.30
	$ 155.00	$ 181.30
	$ 171.00	$ 199.82
	$ 18,442.00	$ 20,230.60

2025 Prices	2026 Prices	
$ 323.00	$ 354.16	
$ 381.00	$ 418.00	
$ 411.00	$ 450.00	
$ 353.00	$ 386.00	
$ 402.00	$ 440.00	
$ 461.00	$ 505.00	
$ 297.00	$ 321.00	
$ 358.00	$ 386.00	
$ 417.00	$ 417.00	
$ 297.00	$ 321.50	
$ 358.00	$ 386.60	
$ 417.00	$ 450.80	
$ 368.00	$ 402.00	
$ 429.00	$ 469.70	
$ 465.00	$ 509.00	
$ 405.00	$ 443.00	
$ 477.00	$ 521.00	
$ 540.00	$ 591.00	
$ 293.00	$ 320.83	
$ 341.00	$ 373.00	
$ 389.00	$ 426.00	
$ 293.00	$ 320.89	
$ 341.00	$ 373.00	
$ 389.00	$ 426.00	
$ 368.00	$ 402.95	
$ 429.00	$ 469.70	
$ 465.00	$ 509.00	
$ 405.00	$ 443.15	
$ 477.00	$ 521.00	
$ 540.00	$ 591.00	
$ 4,301.00	$ 5,037.00	
$ 4,488.00	$ 5,256.00	
$ 3,795.00	$ 4,448.20	
$ 4,200.00	$ 4,912.80	
$ 3,565.00	$ 4,169.90	
$ 3,720.00	$ 4,351.20	
$ 3,933.00	$ 4,595.86	
$ 39,891.00	$ 45,719.24	$ 5,828.24

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0407 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Department of Public Works, NC Sheriff's Association Contract 26-10-0422, Forestry Compact Track Loader & Mulching Head in the amount of $172,970.77, National Equipment Dealers LLC (Lexington, NC), used for land clearing operations such as the removal and shredding of small trees, brush and stumps, turning the debris into mulch. This is a one-time procurement.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Sections 102-456 and 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts or contracts established by a public procurement unit of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☐
District 3 ☐
District 4 ☐
District 5 ☒
District 6 ☒

Is this a purchasing item?
Yes

Summary & Background: This request is for a Forestry Compact Track Loader & Mulching Head to support ongoing right-of-way maintenance, site preparation, and infrastructure protection efforts. The use of specialized mulching equipment allows for efficient, on-site processing of materials, reducing the need for debris removal and enhancing overall operational efficiency.

Scope of Work: The Department of Public Works is seeking to procure a Forestry Compact Track Loader & Mulching Head to support Public Works functions related to sewer easement maintenance

and infrastructure support but not limited to grinding and reducing vegetation materials into manageable byproducts and the clearing and processing of vegetation within County sewer easements and operational areas.

Community Impact: Without this equipment, maintenance activities may be delayed and require additional contractors, in-house labor, time, and resources, potentially leading to prolonged obstructions and reduced accessibility. Additionally, processing materials on-site will help reduce environmental impact and minimize disruptions to the surrounding community.

Department Recommendation: The Department of Public Works requests the purchase of a Forestry Compact Track Loader & Mulching Head.

Project Implications: Failure to procure this equipment may result in project delays, increased operational costs, and reduced service levels. Without access to this specialized equipment, the county may experience extended timeframes for clearing and site preparation activities, which could impact infrastructure performance and overall project delivery.

Community Issues/Concerns: No issues/concerns have been raised to the Department from the Community.

Department Issues/Concerns: No issues/concerns have been raised by the Department of Public Works.

Contract Modification: New Procurement

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

Not Applicable

Exhibits Attached

Exhibit 1: Contract:26-10-0422
Exhibit 2: National Equipment Dealers LLC Quote
Exhibit 3: Justification Form

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

Roy Barnes, Deputy Director, Public Works, 404-612-6317

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$172,970.77
TOTAL:	$172,970.77

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5469-1410: Water & Sewer Revenue, Public Works, Maintenance Supplies

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O Time Procurement

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: **N/A**
Report Period End: **N/A**

NORTH CAROLINA SHERIFFS' ASSOCIATION
LAW ENFORCEMENT OFFICERS AND STATE OFFICIALS
OF NORTH CAROLINA

President
SHERIFF RICKY T. BUCHANAN
McDowell County

First Vice President
SHERIFF CLEVELAND "CLEE" ATKINSON, JR.
Edgecombe County

Second Vice President
SHERIFF JEFF CRISCO
Stanly County

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Chatham County

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General Counsel
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EXECUTIVE COMMITTEE MEMBERS
(Past Presidents)

SHERIFF STEVE BIZZELL
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Carteret County

SHERIFF ED McMAHON
New Hanover County

SHERIFF CHARLES S. BLACKWOOD
Orange County

SHERIFF DARREN E. CAMPBELL
Iredell County

April 27, 2026

Travis Proctor
SFMOC
7472 Cochran Road
Atlanta, GA 30349

Dear Mr. Proctor,

Thank you for considering the North Carolina Sheriffs' Association's Heavy Equipment contract for your purchase from National Equipment Dealers. We invite all government agencies to purchase from NCSA contracts.

For more specific details, the Heavy Equipment Terms and Conditions, Section 1.2 ELIGIBLE CUSTOMERS OF HEPP state:

"The HEPP is available to any and all units of local governments/ political subdivisions including, but not limited to, county, local county board of public instruction, municipalities, other local public or public safety agencies or authorities, and any private university and college.

The HEPP is available to any and all units of local government/political subdivisions inside and outside the state of North Carolina.

All Customers are bound by their individual governing purchasing ordinances, rules and regulations. All Contractor's and Bidders are governed by their Manufacturer's agreement."

Please don't hesitate to let me know if we can offer additional information regarding the NCSA contracts.

Best,

Anna Martin

Anna Martin
Senior Coordinator – Business Development

Post Office Box 20049 • Raleigh, N.C. 27619-0049 • Telephone: (919) SHERIFF (743-7433)
E-mail: ncsa@ncsheriffs.net • www.ncsheriffs.org
The North Carolina Sheriffs' Association is a Non-Profit, tax exempt organization recognized by the I.R.S.

NCSA COOPERATIVE PURCHASING PROGRAMS

North Carolina Sheriffs' Association
Heavy Equipment Procurement Program
2026-2027 Rollover Agreement
Bid 26-10-0422R

The North Carolina Sheriffs' Association (NCSA) has implemented Section 1.3 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the NCSA has extended your contract for one additional year. NCSA Heavy Equipment Bid 26-10-0422R will be effective May 18, 2026, through May 17, 2027.

By the award of this contract based on your company's bid for Solicitation Number 26-10-0422R, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.

X _____
Signature of Authorized Representative

X Brandon Dayvault
Printed Name of Authorized Representative

X National Equipment Dealers, LLC
Contractor/Vendor Name (Please Print)

X 1-22-26
Date

X _____
Signature of NCSA Contract Administrator

X Lauren Earnhardt
Printed Name of NCSA Contract Administrator

X 05/18/26
Date

NATIONAL EQUIPMENT DEALERS, LLC.

BELL TRUCKS AMERICA, INC. | HYUNDAI CONSTRUCTION EQUIPMENT | SAKAI MASTERS OF COMPACTION | asv | MANITOU HANDLING YOUR WORLD | YANMAR | TANA North America From Waste to Value

CUSTOMER:	**Fulton County**	**DELIVER TO:**	**Fulton County**
DATE:	**2/4/2026**		
SALESMAN:	**Hunter Cole**		
Expiration:	**45 Days**		
CONTACT:		**PICK UP LOCATION:**	
PHONE:			

Thank you for the opportunity to quote the following items.
Please review the quotation and contact us with any questions.

UNIT	QTY.	NEW OR USED	YEAR	MAKE	MODEL	PRICE
	1	NEW		ASV	RT-135	$138,456.69
DESCRIPTION & SPECIFICATIONS						
ATTACHMENT/OPTION		Forestry Package				
ATTACHMENT/OPTION		High Flow Hydraulics				
ATTACHMENT/OPTION		Enclosed Cab w/ Heat and AC				
ATTACHMENT/OPTION		Prinoth M450S-1900 Mulcher				$34,514.08
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
ATTACHMENT/OPTION						
PM SERVICE AGREEMENT		6,000 Hour Service Agreement (Add $26,785.71)				
STANDARD WARRANTY		2 Year / 2,000 Hour Full Machine				Standard
EXTENDED WARRANTY		3 Year / 6,000 Hour Full Machine (Add $17,095.24)				

FOB:	Customer	CONTRACT #:	NC Sheriff's Association 26-10-0422	TOTAL CASH PRICE	$ 172,970.77

*Rates may vary** Based on delivery date & credit approval process*

FINANCE RATE (SUBJECT TO CHANGE!)
Customer must qualify for rate quoted.

FINANCE OPTIONS			
MONTH	RATE	PAYMENT EST	PLEASE CHECK & INITIAL
			☐
			☐
			☐
			☐

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.

Description	Allowance
	-
	-
1. Trade Allowance	-
2. Other (Specify)	-
2a.	-
3. Cash Down Payment (Cash, Rebate, Municipal Discount)	-
4. Total Cash and Other Down Payment	-
5. Total Down Payment	-

I agree to pay all taxes and other charges and settle for the purchase price as follows:

1. Total Cash Price	172,970.77
2. Discount/Rebate/Down Payment	
3. Unpaid Cash Payment	172,970.77
4. Sales Tax	
5. DOC Fees or Charges	
6. Total Taxes and Fees	
7. Cash Due on Delivery	**172,970.77**

In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1½ % per month until the entire balance is paid in full

Order Taken By: Hunter Cole Purchaser Name:

Seller Signature: *Hunter Cole* Purchaser Signature:



COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Public Works

Department/Agency Contact Information: Shandha Read

Cooperative Contract Number and Title: Forestry Compact Track Loader & Mulching Head - SFMOC 5469

Estimated Spending Request: $172,970.77

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

__X___ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity: National Equipment Dealers LLC**	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

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

1. **Provide justification for the use of the cooperative purchase**. Cooperative purchase programs benefit the county by leveraging the much larger markets use to formulate the agreements and increase the pool of vetted suppliers saving time and resources due to the efforts of certified local, state and federal departments.

2. **Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:**

   a. **Leveraging benefits of volume purchasing** By the State or federal government far reaching markets multiple orders increase the unit volume for the vendors resulting in better pricing for the customers.

   b. **Volume discounts**: As stated, increased volume from multiple buyers allows the vendor to provide volume discounts.

   c. Service delivery requirement advantages No delivery advantage for this purchase.

d. **Document market research that was completed to determine use of cooperative purchase request**. Cooperative Purchase agreements are the result of extensive market research that are conducted by large government agencies or large public organizations such as School systems, police departments etc. By conducting these large market research programs, and allowing municipalities to leverage them, the public benefits.

3. **Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.**
4. **Provide a copy of the cost proposal/quote received.**

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

__X___ meets the requirements _____ does not meet the requirements

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0408 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to utilize cooperative purchasing - Department of Public Works, Sourcewell-GapVax Contract 101221-GPV, Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies in an amount not to exceed $664,879.85 with Aquip, LLC (Rock Hill, SC), an authorized dealer for GapVax products, for the purchase of one (1) MC1312-3S3X, Combination Jet/Vac Truck to provide cleaning and maintenance of sewer lines, storm drains, and pipelines. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Sections 102-456 and 102-462, requests for approval to utilize cooperative purchasing or GSA purchase contracts or contracts established by a public procurement unit of more than $100,000 shall be forwarded to the Board of Commissioners for approval.

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

Commission Districts Affected
All Districts ☐
District 1 ☒
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: This request is a one-time procurement for the purchase of one (1) MC1312-3S3X Combination Jet/Vac Truck to provide cleaning and maintenance of sewer lines, storm drains, and pipelines to ensure continued operational efficiency and reliability of the County's wastewater infrastructure system.

Scope of Work: The Combination Jet/Vac Truck will perform sewer line cleaning, storm drain

maintenance, debris removal, and pipeline system maintenance primarily in the North Fulton County service area. This piece of equipment has been specified to meet the needs of the North Fulton Sewer System maintenance protocols and will be used to allow the Public Works Department to comply with the Capacity, Management, Operations and Maintenance (CMOM) program that is required by the Georgia Environmental Protection Division (EPD).

Community Impact: The Vacuum Truck will be used daily to clean and remove blockages within sewer lines throughout the community, increasing the effectiveness of the sewer system. This equipment will enhance the Department's ability to maintain critical wastewater infrastructure, reduce the risk of sewer backups and overflows, and improve response times for sewer system maintenance and emergency operations, thereby supporting public health, safety, and environmental protection throughout the community.

Department Recommendation: The Department of Public Works request the purchase of a MC1312-3S3X-Combination Jet/Vac Truck.

Project Implications: Without this equipment, the Department may experience delays in sewer system maintenance and emergency response operations, increasing the potential for system blockages, service interruptions, environmental concerns, and higher long-term maintenance costs.

Community Issues/Concerns: No community issues/concerns have been raised to the Department of Public Works.

Department Issues/Concerns: No issues or concerns have been raised by the Department of Public Works.

Contract Modification: This is a new request.

Contract & Compliance Information

Not Applicable

Exhibits Attached

Exhibit 1: Sourcewell Contract #101221-GPV
Exhibit 2: GapVax Quote
Exhibit 3: Justification Form
Exhibit 4: Sourcewell Contract Extension

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

Roy Barnes, Deputy Director, Public Works, 404-612-6317

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	$0.00
Previous Adjustments:	$0.00
This Request:	$664,879.85
TOTAL:	$664,879.85

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

201-540-5459-1410: Water & Sewer Revenue, Public Works, Equipment-$664,879.85

Key Contract Terms	
Start Date: Upon BOC Approval	**End Date:** 12/31/2026
Cost Adjustment:	**Renewal/Extension Terms**: O time procurement

Overall Contractor Performance Rating: N/A

Would you select/recommend this vendor again?
Yes

Report Period Start: N/A **Period End Report: N/A**

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Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GapVax Inc., 575 Central Avenue, Johnstown, PA 15902 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:50 PM CST

GapVax Inc.

DocuSigned by:
By: Gary A. Poborsky
97DECE6A2796467...
Gary A. Poborsky
Title: President
Date: 12/20/2021 | 11:24 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 11:25 AM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	GapVax Inc
Address:	575 Central Ave. Johnstown, PA 15902
Contact:	Matt Hughes
Email:	mhughes@gapvax.com
Phone:	814-535-6766 357
Fax:	814-539-3617
HST#:	25-1633228

Submission Details

Created On:	Wednesday September 01, 2021 09:42:15
Submitted On:	Tuesday October 12, 2021 14:06:26
Submitted By:	Matt Hughes
Email:	mhughes@gapvax.com
Transaction #:	8fa7ef9f-d273-42c6-9d49-164f2c639801
Submitter's IP Address:	207.255.5.150

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	GapVax Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	There are no assumed names or DBA names.	*
4	Proposer Physical Address:	GapVax Inc. 575 Central Avenue Johnstown, PA 15902	*
5	Proposer website address (or addresses):	www.gapvax.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Gary A. Poborsky President GapVax Inc. 575 Central Ave. Johnstown, PA 15902 gary@gapvax.com M 814-242-4140	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Hughes Senior Vice President, Sales GapVax Inc. 575 Central Ave. Johnstown, PA 15902 mhughes@gapvax.com M 814-322-7724	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Betty Smith Vice President, Administration GapVax Inc. 575 Central Ave. Johnstown, PA 15902 betty@gapvax.com 814-535-6766 x322	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	GapVax Inc. can trace its history back to one of the worst natural disasters in Pennsylvania's history. The Johnstown Flood of 1977 resulted from 11 ½ inches of rain falling in 10 hours and the failure of 6 area dams, pouring 128 million gallons of water into the small steel town. Not long after the devastating flood, a soon-to-be entrepreneur named Gary Poborsky sprang into action. He quit his job, purchased a used septic pumper truck, and went to work in his hometown helping clean flooded factories and churches, cleaning storm and sanitary sewers, and assisting with other clean-up work within Johnstown's residential and industrial community. Gary's modest venture eventually became GAP Pollution & Environmental Control, Inc. Through tireless effort and unwavering support from his wife Rose, Gary turned his one-truck start-up into an entire fleet of industrial vacuum and municipal sewer cleaning trucks. To this day, GAP Pollution & Environmental Control is an industry leader offering wet/dry vacuuming, hydro excavation, and sewer cleaning throughout North America. Several years after starting their service business, Gary and Rose were so frustrated with maintenance issues and costly downtime associated with the products they were purchasing, they decided to try their hand at building a better mousetrap. As a result, in 1989, the first GapVax vacuum truck was introduced to the market. By 1994, GapVax Inc. was a full-fledged corporation. Since its inception, Gary has operated GapVax with this business philosophy: We will design and build the highest quality hydro excavation and sewer cleaning equipment that requires the least maintenance costs and the lowest long-term ownership cost. As Gary and Rose approach their 45th year in business, they remind their employees, dealers, vendors, and family members that every company will succeed if they focus on the people -- not just our valued employees and customers, but the people in our community -- just like Gary did after the Johnstown flood. So as we continue to grow into new markets and develop new products, we do so with the corporate mission of "Being good stewards of the communities where we work, live, and play."	*

10	What are your company's expectations in the event of an award?	We expect current and future Sourcewell members to purchase GapVax products to add industry-leading equipment to their fleet and achieve their goals of safely exposing and cleaning underground utilities, storm sewers, and sanitary sewers. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission. By doing so, we expect to create new relationships with Sourcewell members and grow our government and education market share.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the GapVax Financial Information file that has been uploaded as part of our proposal.	*
12	What is your US market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.	*
13	What is your Canadian market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, GapVax Inc. never petitioned for bankruptcy.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) GapVax Inc. is the manufacturer of GapVax branded equipment. Our dealers are independently owned and operated, not owned by GapVax Inc. The dealers handle most of the sales process, including equipment demonstrations, quotation, fulfillment, and all service work associated with GapVax products.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Commonwealth of Pennsylvania licenses GapVax Inc. as a "VEHICLE MANUFACTURER" and a "VEHICLE DEALER." In addition, our Pennsylvania-based sales force has "VEHICLE REPRESENTATIVE" licenses also issued by the Commonwealth of Pennsylvania. Other licenses include State Sales Tax License, Business Privilege License, Pennsylvania State Vehicle Inspection License, State of Texas Converters License, State of Texas Vehicle Dealer License, Florida Manufacturer License, Louisiana Converter License, Kentucky Motor Vehicle Component License, National Association of Trailer Manufacturers Certificate of Compliance, and a Minnesota Workforce Certificate of Compliance. GapVax Inc. is registered with the Secretary of State in each state that is required.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GapVax Inc. has no Suspension or Disbarment notices to report.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 - Ralph Macchio Lifetime Achievement Award - The pumping industry's highest honor was awarded this year during the WEQ Fair in York, Pennsylvania, recognizing Gary Poborsky, owner of GapVax, for his 44 years of dedication and commitment to the industry. This award epitomizes the saying, "The best compliment any professional can receive is praise from another within their discipline." More information can be found at https://www.plumbermag.com/how-to-articles/gapvax-weq-fair-inc/macchio-achievement-award-to-be-presented-at-upcoming-weq-fair 2016 - Gary & Rose Poborsky, Cambria Regional Chamber of Commerce Business Hall of Fame Inductees - The Cambria Regional Chamber of Commerce, and Junior Achievement of Western Pennsylvania sponsor an annual award ceremony to celebrate the lives of extraordinary leaders whose achievements have enhanced the cultural, civic and economic growth of our region. The following link is the video submitted for their induction ceremony https://youtu.be/5plz7v45LsU	*
19	What percentage of your sales are to the governmental sector in the past three years	Our percentage of sales in the last three years to the government sector is: 2018 = 34% 2019 = 28% 2020 = 44% Average 35%	*
20	What percentage of your sales are to the education sector in the past three years	GapVax Inc. chooses to combine the education sector into government sales. Our percentage of sales in the last three years to the government sector is: 2018 = 34% 2019 = 28% 2020 = 44% Average 35%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please see our GapVax Cooperative Purchasing Contract list that has been uploaded as part of our proposal.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GapVax Inc. does not currently hold a GSA Contract. However, we have a dealer that holds a GSA multiple award schedule that we utilize.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ventura	Frank Palmer	805-652-4573	*
City of Santa Ana	Edwin Sosa	714-472-7106	*
Santa Margarita Water District	Bill Webster	949-289-3327	*
Cape May County MUA	John Reardon Jr.	609-465-3968	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City in TX	Government	Texas - TX	Sewer Cleaner, Hydro-Excavation	Avg $338,350.00	$1,015,054.00	*
County in CA	Government	California - CA	Sewer Cleaner	Avg $316,962.00	$950,888.00	*
State Transportation Agency, PA	Government	Pennsylvania - PA	Sewer Cleaner	Avg $306,000.00	$918,005.00	*
City in OH	Government	Ohio - OH	Sewer Cleaner	Avg $290,248.00	$870,745.00	*
City in KY	Government	Kentucky - KY	Hydro-Excavation	Avg $244,730.00	$489,461.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	The GapVax sales team relies heavily on government markets to achieve corporate sales goals. Our teams consist of 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers in the North American market. The Regional Sales Managers (RSM) go through an extensive factory training program that includes a minimum of 30-days on the shop floor, shadowing various disciplines. They spend most of their time working with the Quality Control team learning deep-dive inspection techniques that include testing, verification, adjustment, validation, test drives, and standard field repairs. Our customers and dealers value our rigorous internal training program and often refer to our RSM's as the most knowledgeable Subject Matter Experts in the industry. After training, the RSM's are deployed into the government sector to develop relationships with city, county, and state fleet managers, sewer, water, and wastewater department heads, and customers in the federal and educational markets. The RSM's also work with GapVax dealers to provide product training and a greater understanding of the Sourcewell sales process. The GapVax dealer is ultimately responsible for promoting and supporting the GapVax products they sell. In reference to the potential Sourcewell Sewer, Vacuum, Hydro-Excavation Equipment contract, the RSM's would promote the contract to state and local government officials who either do not have their own state purchasing contract or have limited products in their existing state contracts. If awarded, the RSM's will promote these resources to their dealers and partners throughout North America: 1) Sourcewell Sales Accelerator Seminar 2) Sourcewell University 3) Sourcewell New & Reclaimed Participating Agency Update
26	Dealer network or other distribution methods.	GapVax dealers are known for their dedication to providing best-in-class sales and customer service. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission of "Being good stewards of the communities where we work, live, and play." GapVax dealers are privately-owned companies that are the link between GapVax and the end-user. Our dealers' sales managers oversee a team of representatives responsible for selling and marketing in their exclusive territories. In addition, each dealer is required to stock replacement parts and provide in-house and (or) on-site service and repair. GapVax dealer Tina and Cory McDonough of One.7 in Ravensdale, WA, are excellent examples of "Being good stewards of the communities where we work, live, and play." Their tireless pursuit of cancer awareness led them to start the Valley Girls & Guys foundation. Their once-small endeavor has grown into a thriving community service organization in the pacific northwest. More information on their public service can be found at: https://www.1point7.com/breast-cancer-awareness-wa-ca-az-nv-ak-nj-ut--three-day and https://valleygirlsandguys.org/ Having 22 GapVax dealer locations across North America, the likelihood of each of them establishing a thriving non-profit charity is not realistic, but that doesn't stop us from promoting the success of Cory and Tina McDonough and using community service as criteria for evaluating dealer success. For a complete list of Dealers, please reference the attached file GAPVAX DEALER AND SERVICE MAP. For more information on our dealer One.7 please see file GAPVAX MEET THE DEALER - ONE7
27	Service force.	In addition to two factory-owned service centers, one in Pennsylvania and the other outside of Houston, TX, GapVax uses channel partners as our service force to provide service, repair, and warranty support to our end-user customers. Our government sales sector has 22 dealers in the United States and Canada to meet the vast needs of Sourcewell members. We also utilize 16 factory-authorized service and repair facilities to offer added support outside our dealer network. The independently owned facilities provide in-house and (or) on-site service, repair, warranty, and equipment rental. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty. For a complete list of service providers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will follow our Dealer-to-Government order process. The order process begins with the GapVax quote document. It is available on our web-based GapVax dealer portal and updated as needed. The dealer will download the current document revision and work with the Sourcewell member to develop a quotation that best suits their needs. Next, the finalized quotation is sent to GapVax Inc for engineering review. After engineering's final approval, the quote is logged into our document control system, awaiting the purchase order. Finally, the Sourcewell member or GapVax dealer is notified of engineering approval and submits the purchase order to the GapVax Regional Sales Manager for processing, noting the Sourcewell contract number on the PO. After the product is built, the dealer or GapVax Inc. will coordinate the delivery to the Sourcewell member. Upon final acceptance of the product, GapVax Inc., at its discretion, can invoice the Sourcewell member directly or elect to have the dealer invoice them (referencing the Sourcewell contract number.) Having all PO's sent to our Regional Sales Managers ensures the orders are correctly entered and monitored for accurate quarterly reporting.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Unless the Sourcewell member is within the geographic parameters of our two factory-direct service centers, the support of GapVax equipment occurs at our nationwide dealer network or our 16 factory-authorized service, warranty, and repair centers. The preferred method for scheduling warranty, service, or repair is to call ahead. Some locations offer drive-in service, and some provide field service capabilities that allow service work at the customer's site. Our directive is to respond within 24 hours of the customer's initial contact. Turnaround time is based on the scope of work required for the repair or service. The corporate office has trained service representatives on-call 24 hours a day, seven days a week, to support the customer, dealer, or service centers. While the post-sale customer service ultimately falls to the dealer or service network, the around-the-clock support offered by GapVax to our service and repair technicians ensures each member receives a consistent customer experience. When appropriate, customer service issues are elevated to the Regional Sales Managers, General Manager of Warranty and Service, Vice President of Sales, and, if necessary, the company President for resolution. For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. GapVax also utilizes factory-authorized service and repair facilities to offer added support outside our dealer network. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. Pre-pandemic, GapVax was negotiating with dealers in Canada to promote the Canoe Procurement Group, a Sourcewell partner in Canada. Unfortunately, international travel restrictions have temporarily sidelined the project. However, we fully intend to move forward with this plan and look forward to improving our coverage in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in the United States, including Alaska and Hawaii, and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in all participating entity sectors.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	GapVax will serve all current and future Sourcewell members and market segments in Hawaii, Alaska, US Territories, and Canada. Factory freight will be calculated at quoting and will be included on the quote to the Sourcewell member.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GapVax will market the proposed Sourcewell contract through: a) Marketing staff and dedicated budget for marketing material and collateral items b) Internal and external staff communicating with government, end-users, and dealers c) Marketing campaigns using print media, digital media, online display ads, online and print buyers guides, e-blasts, e-newsletter, and social media (samples uploaded) d) Training of GapVax staff and dealers at annual dealer meeting, regional dealer meetings, corporate open house, and GapVax dealer's open house e) Maintaining a robust GapVax presence at tradeshows and association events such as WWETT, APWA Regional Shows, CWEA, WJTA, WEQ, Utility Expo, PA Safety Days, Tri State Seminar, NASTT No-Dig Show, TWUA, and TML, etc. f) Continued GapVax dealer network expansion g) GapVax dealer-only portal to access government sales tools such as the Sourcewell Contract, explanation of benefits, product offering and who to contact with quoting or ordering questions. h) GapVax.com public website to access Sourcewell Contract video and general description of cooperative purchasing advantages. Visit www.gapvax.com/purchasing i) Marketing material and literature with product offerings to include Sourcewell logos and contract numbers (samples uploaded)	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	GapVax Inc's marketing department, Regional Sales Managers, dealers, and partner contributors will continue to use social media platforms, including Facebook, Instagram, LinkedIn, TikTok, and Twitter, to build brand awareness, display customer affinity, communicate best-in-class value, and drive leads to our channel partners who sell and support our products locally. In addition, we will utilize Digital Media, Online Display Ads, E-Blasts, E-newsletters, and other digital communications to deliver our message to Sourcewell members. For a sample of our digital communications, please reference the attached file GAPVAX E-NEWSLETTER SAMPLE.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting contracts from this RFP includes a broad-coverage PR event announcing the contract award. Additionally, for optimum coverage, Sourcewell should issue individual news releases to each contract holder so they can distribute them through their PR channels. The integration of Sourcewell into our sales process is an ongoing activity that currently exists today. Sourcewell plays a key role in supporting our Regional Sales Managers in their pursuit of capturing new Sourcewell members, supporting existing Sourcewell members, and continuously educating our dealer network. If awarded, we will include the following tools in our plan: 1) Sourcewell Sales Accelerator Seminar 2) Sourcewell University 3) Sourcewell New & Reclaimed Participating Agency Update Further, we will invite our Sourcewell Contract Administrator to present Sourcewell's advantages at our annual dealer meeting, regional dealer meetings, and corporate open house.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	GapVax products are currently not available through e-procurement for government and education customers. However, we expect technology to advance to the degree that e-procurement platforms will one day easily adapt to our customer's procurement systems and have the capacity to configure very complex equipment combinations. When it comes to GapVax equipment, there are thousands of equipment configurations that could potentially overwhelm the end-user without the aid of a knowledgeable GapVax dealer. For the most part, government agencies still feel that working directly with the dealer will ensure they're getting equipment that best suits their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A large portion of our government sales occurs through our dealer network. These dealers are independent business owners and offer varying degrees of training. The minimum training included with purchase is one day on-site. However, most dealers provide an additional day of classroom training. Sourcewell members needing phone support can call GapVax 24 hours a day. Calls received after standard business hours are answered by an answering service. The answering service will contact an "on-call" GapVax employee to help attend to any pressing customer needs. GapVax also offers in-depth factory training at a reasonable cost to the end-user. This training takes place our newly expanded training department at GapVax's Headquarters in Johnstown, PA. The dates vary year by year. Topics include the following: Operator Basic Maintenance Operator Basic Troubleshooting Mechanic Basic Maintenance Mechanic Basic Troubleshooting When necessary, this training can be provided at the end-user's location. Please see the file GAPVAX TRAINING ANNOUNCEMENT for information on our newly expanded training department.	*

40	Describe any technological advances that your proposed products or services offer.	GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently. New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	By following our corporate mission of "Being good stewards of the communities where we work, live, and play," our decision to utilize brownfield sites for our expansion plan was an easy one. According to the Johnstown Redevelopment Authority, "Cleaning up and reinvesting in brownfields increases the local tax base, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped open land, and improves and protects the environment. Brownfield redevelopment is particularly critical in Johnstown because of the city's unique geography as a landlocked municipality. Adaptive reuse of Johnstown's limited available sites prevents urban sprawl and the destruction of one of Pennsylvania's biggest assets, its natural landscape." By one estimate, for every one acre of redeveloped brownfields, we save 4.5 acres of open space! Our capital expansion projects, one in 2017 and the other in 2020, reused turn-of-the-century steel mill buildings that were in disrepair, converting them into state-of-the-art manufacturing facilities encompassing 160,000 sq. ft. Several green initiatives, starting from the ground up, were considered when planning these projects. We designed our shop floors with radiant heat fed by high-efficiency 95% AFUE boilers that use significantly less energy than traditional methods. Radiant heat is also more efficient and requires less energy during winter, especially in manufacturing environments that utilize large overhead doors to reposition trucks. Any Pennsylvania trout fisherman will tell you the role that cool, clean water plays in the life cycle of our once-prolific State Fish, the native Brook trout. When choosing our roofing material, GapVax considered the impact of water runoff temperature and its harmful effect on the historic Stonycreek River that runs behind our facility. Using light-colored roofing material creates less heat; less heat means cooler water outflow from rainfall captured on our factory roofs. The Stonycreek, a once-damaged river that fell victim to decades of coal mining, steel making, and logging, is now making a comeback. In a report published by the Somerset Conservation District, the impact of public and private conservation initiatives are starting to pay off. "The comeback of water quality in the Stonycreek River watershed is one of Pennsylvania's greatest conservation success stories. The effort has taken nearly two decades, millions of dollars, and untold numbers of hours from professionals and volunteers alike to restore significant portions of the 486 square mile watershed. The public-private partnerships established to accomplish the task stand as a testimonial to innovation and determination in the broad field of resource conservation." Other efforts include a plant-wide use of energy-efficient LED lighting, a 4 million dollar investment in a high efficiency, state-of-the-art paint system designed to reduce VOC emissions, a computer-controlled paint mixing system that reduces waste by mixing precise quantities of paint, converting outdated cranes from inefficient DC power to highly efficient AC power, and a closed-loop water system designed to capture and reuse water in our QC test bays.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All GapVax products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board), including products offered on clean-burning CNG (compressed natural gas) as an alternative to diesel engines.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	GapVax does not qualify as a WMBE, SBE, or veteran-owned business. However, most of our distributor/dealer partners are designated Small Businesses. Our support of Woman/Minority-owned business is evident in our partnership with Anna Johnson from AQUIP LLC. AQUIP was founded in October of 2018 and is the first and only known independently female-owned vacuum truck and environmental products dealership in the United States. You can learn more about AQUIP at https://www.aquipco.com/about Gary And Rose Poborsky founded GapVax Inc as an equal business partnership. Though the legal definition of Woman-Owned does not apply, Rose has played an active role in GapVax's success and will continue to guide our organization into the future. For more information on dealer AQUIP, please see the attached file GAPVAX MEET THE DEALER - AQUIP	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our most unique attribute that will appeal to Sourcewell members is that our ownership structure is now and always has been a family-owned business. We are also proud to promote that GapVax employees have partial ownership of the company through our ESOP program. This program incentifies our employees to have a "customer-first" mentality while doing their jobs. Unlike most of our competition, GapVax is not owned and managed by an equity group or publicly traded company. This unique position allows us to change direction quickly based on our customer's needs. This flexibility, combined with our passionate pursuit of "Being good stewards of the communities where we work, live, and play," is how we've continued to grow in a highly competitive space. These beliefs may get overlooked at companies with absentee investors or a board of directors who have a "bottom line first" mentality when making decisions about customers and employees.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all the products we are proposing within the specified warranty period. Warranty coverage on GapVax products sold through our dealers includes parts and labor (or partial labor in some circumstances.) In addition, optional extended warranties are available to meet the needs of current and future Sourcewell members. For a sample of our warranty policy, please reference the attached file GAPVAX WARRANTY.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The standard municipal equipment warranty covers the equipment for one year. Optional extended warranties are available to meet the needs of current and future Sourcewell members. The limited warranty does not cover chassis components, defects due to misuse, abuse, and neglect, nor does it supersede the warranty of an original component manufacturer.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty on GapVax products sold through our dealers covers parts and labor or partial labor, depending on the claim. The labor and travel reimbursement varies from dealer to dealer.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certain areas of North America do not have dealer coverage. These areas function as factory-direct regions. In these regions, parts associated with warranty claims are covered, but labor is not. There are certain instances that GapVax will dispatch a factory technician to a customer's site. GapVax evaluates each instance on a case-by-case basis. For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The standard municipal equipment warranty covers the equipment for one year. The limited warranty does not supersede the warranty of an original component manufacturer. Note: all items offered in response to this RFP will be covered by the warranty of GapVax Inc.	*
50	What are your proposed exchange and return programs and policies?	To date, no exchanges or returns have occurred on GapVax products ordered from a government entity. However, if the situation arises, GapVax Inc. will work with the customer and dealer on a case-by-case basis. We intend to provide the customer with the best-in-class value that is synonymous with GapVax products. In the event that a new and unused GapVax is shipped and delivered to a Sourcewell member and it is found that the unit does not meet the customer's intent, and the unit was quoted and ordered per the Sourcewell member's request or quote, GapVax Inc. may initiate up to a 30% restocking fee on the new and unused unit to cover additional transportation and costs associated with reselling the unit.	*
51	Describe any service contract options for the items included in your proposal.	GapVax dealers and service partners offer a variety of maintenance programs depending on the need of the Sourcewell member. Plans range from preventive maintenance contracts, full-service maintenance and repair contracts, or customer-specific service intervals based on the region of operation. Dealers and service partners provide pricing for these programs on a local level. Therefore, GapVax Inc. is not including service contract options with our proposal.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	GapVax Inc's payment terms are NET 30 with authorized municipal, government, or dealer purchase orders. We accept bank checks, ACH, and wire transfers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	GapVax Inc. does not directly finance or lease equipment; we utilize third-party finance companies to assist our customers with their financing needs. When a finance need arises with a Sourcewell member, we try to partner with Sourcewell contract holders like NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The GapVax quote document is the beginning of the purchase process for a Sourcewell member. Document revision control is facilitated through the GapVax dealer portal, which is password protected for dealer-only access. The GapVax dealer portal ensures that the dealer presents the Sourcewell member with the most up-to-date quote version and avoids rejection due to an out-of-date document. To begin the quotation, the dealer selects the "Yes box" next to the question asking if the purchase occurs through Sourcewell. By selecting yes, the custom program populates the Sourcewell contract number on the cover page and automatically chooses the Sourcewell discounted price column, ensuring the Sourcewell member receives the preferred pricing promised. From there, the quotation process is relatively simple, and the Sourcewell member has a bonafide, binding, quote document in a matter of minutes. In addition, the opportunity for human error is significantly reduced because the custom-programmed quote document has unique identifiers alerting the GapVax Regional Sales Manager and accounting team to invoice and report all Sourcewell contract sales accurately. For a sample of our quote document, please reference the attached file GAPVAX QUOTE DOCUMENT.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	GapVax Inc. currently does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The GapVax Inc. pricing model is ceiling based with Sourcewell members receiving a percentage discount off of MSRP for each product category. For a complete price list, please reference the attached file GAPVAX SOURCEWELL PRICE LIST.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage of discount for Sourcewell members is 2% off MSRP. In addition, GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts throughout the contract's life.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts based on unit quantity.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	GapVax will utilize open market pricing for the chassis portion of our equipment. The chassis is a sourced good that we will offer at Invoice + 3%. GapVax will also consider customization requests by Sourcewell members as open market or sourced goods negotiated between the GapVax dealer and Sourcewell member.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Outside of the chassis cost (as identified in question #61 regarding sourced goods), the other cost not included in the price list is delivery. Factory freight to the Sourcewell member is known at quoting and will be listed on their quote. Government agency requirements vary significantly from one agency to the next, as do the costs associated with these requirements. As a result, GapVax dealers may be required to offer pre-delivery inspections, on-site training, extended warranties, and service and repair contracts, which will be priced to the Sourcewell member at the time of quoting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs from the factory to customers in the contiguous United States and adjoining Canadian provinces will be itemized on the quote and paid by the customer. GapVax may charge up to $4.00 per loaded mile to deliver the equipment. The dealer decides if the product will ship directly to the customer or the dealer's location. The dealer will be responsible for making contact with the customer to arrange final delivery and start-up training. Exceptions to this delivery fee are GapVax units built on truck chassis powered by CNG (compressed natural gas.) They require unique transportation methods and will be quoted at the time of the proposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	When deliveries are made to Alaska, Hawaii, Canadian territories, or offshore, the customer is responsible for the freight costs. GapVax Inc. and the customer will review these charges at the time of quoting. It is common for GapVax to work with the customer and utilize any specific delivery methods that work best for them.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the delivery methods mentioned in #63 and #64, if a unique delivery situation exists that is better overall for the Sourcewell member, GapVax will work closely with them to attain the best possible solution.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other cooperative procurement organizations or state purchasing departments. In addition, our discount structure offered will allow for best value, more flexibility, and volume discount considerations provided through our dealers because of the ceiling-based pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	GapVax will be paying Sourcewell directly for all administrative fees associated with this contract. Pricing and discounts will be loaded into the GapVax quote document as detailed in our response to question #56. This document is controlled on a password-protected website known as the GapVax Dealer Portal. Dealers are required to submit all orders using the quote document they download from the dealer portal. Submitted orders will be verified against the customer's PO and processed by the GapVax Regional Sales Manager to ensure consistency and process compliance. Opportunity for error is significantly reduced because the custom-programmed quote document includes unique identifiers that alert the GapVax Regional Sales Manager, the order management team, and the accounting team that the order is through the Sourcewell contract, which ultimately triggers quarterly reporting and remittance activity. For a sample of the quote document mentioned above, please reference the attached file GAPVAX QUOTE DOCUMENT	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As with most businesses, GapVax projects its yearly sales forecast at the beginning of our fiscal year. This forecast includes a Government sales budget listed by month and quarter. The executive team reviews our sales budgets monthly, including sales through our cooperative purchasing contracts. A few examples of KPI's used to measure success are "quote to close ratio," "government sales budget vs. actual" and "Soucrewell sales budget vs. actual." We also review our dealers every year and evaluate them on their use of cooperative purchasing contracts.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If we are awarded a contract, GapVax will pay Sourcewell a 2% administrative fee for facilitating, managing, and promoting the Sourcewell Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Unlike many cookie cutter-type manufacturers, GapVax Inc. is known as a customer-focused builder of industrial and municipal equipment. We pride ourselves in our ability to address a customer's needs and create a solution (that's often customized) to meet those needs. The following products were born from a passionate pursuit of building equipment "the way we'd want it" if we were the customer: The GapVax MC is a combination vacuum and sewer flushing machine designed to wash and remove debris from sewer drains. With a wide variety of sizes available, this is an ideal candidate for any size municipality, water and sewer district, or government agency that is cleaning storm drains, catch basins, and sewers. GapVax offers truck-mounted configuration available on a single-axle and a double-axle chassis. The single-axle gives you the choice of a 4-8 cubic yard debris body and a water tank capacity of 500-1,200 gallons. The Double Axle MC ranges from 8-13 cubic yards, and water tank sizes up to 2,000 gallons. In addition, our custom-configured units allow for various arrangements not currently available through our competition. GapVax VHE hydro excavators use non-destructive pressurized water combined with an industrial-strength vacuum to safely expose buried utilities or excavate near objects easily damaged by traditional mechanical digging. The operator directs the pressure stream to the ground to break up the soil, positions the vacuum hose at the excavation area, and conveys the loosened soil into the debris body through the vacuum hose. The hydro excavation process results in safe, fast, precise excavations that require less backfill and site restoration, and has less environmental impact than traditional excavation techniques. This system is ideal for any size municipality, water and sewer district, public or private utility, or contractor that needs to locate buried objects or safely excavate around underground utilities. The GapVax HV is a "next level" hydro excavator compared to the VHE. The HV series is a true wet and dry unit that offers high-pressure water and compressed air for excavating. The use of compressed air is becoming more common for unearthing buried utilities. Unlike water, compressed air does not increase the waste stream, and the excavated soil can be quickly backfilled into the same hole. However, unlike wet-only units, a very stringent filtration system is required to protect the truck's vacuum pump when vacuuming dry product. The HV uses cyclone and baghouse technology to provides ultimate vacuum pump protection. New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. The GapVax GJET is a truck-mounted high-pressure water Jet designed to remove sand, dirt, grease, detergents, and materials typically found in sanitary and storm drain pipes. The GJET's single-engine design uses the chassis engine to power all functions. The hydraulically powered water pump pressurizes the onboard water supply and conveys the water into the sewer through a high-pressure hose. The hose is spooled in and out by a hydraulically powered hose reel mounted on the truck's front. The GJET's efficient design surpasses competitive units that utilize multiple engines by reducing weight, fuel costs, emissions, and maintenance costs. Our G7 is a trailer-mounted version of our GJET. It has a distinct non-cdl weight advantage over truck-mounted jetters, making it an ideal pipe cleaning solution for government agencies that struggle to find drivers with a commercial driver's license. Its compact design is an added benefit for tight, hard-to-reach areas. GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water, can now be accomplished fast and efficiently.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	“RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies” accurately describes the products GapVax Inc. is offering. Therefore, no subcategories are needed for our submission.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	GapVax MC JetVac GapVax Recycle JetVac Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	GapVax VHE, Hydro Excavation GapVax VHX, Hydro/Air Excavation GapVax HV, Hydro/Air Excavation Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
74	Jetters and rodders	(•) Yes ( ) No	GapVax GJET Jetter Truck GapVax G7 Jetter Trailer Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Not applicable to GapVax Inc. product offerings.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	Not applicable to GapVax Inc. product offerings.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Accessories, supplies and replacement or wear parts related to the offerings above will be supplied at the local level through GapVax dealers and service centers and are not included in this RFP.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Several improvements have been made to GapVax models that improve operator's safety. These items include: 1) Standard chassis requirements to include additional entry grab handles, wider entry steps, and a two-speed or viscous engine fan drive to reduce noise in the cab and at the front operator station. 2) MC Front hose reel operation to include remote hose reel in/out options, front reel power articulation upgrade, remote or cab controls for front reel articulation upgrade, new and improved autowinder mounting for increased ground clearance, and hose tracking, and a new digital footage counter with very accurate hose measurement 3) New vacuum pump mounting and noise reduction silencers, mid-ship gearbox mounting, and ergonomic controls. 4) More accessible operator daily checks with ground-level cyclone and filter cleanouts, ground-level remote lubrication manifolds, and options for auto lube systems for the vacuum module, chassis, or both. 5) Camera system options to include single to quad-camera packages and new mounting positions to reduce/eliminate blind spots. 6) Simplified systems engagement, disengagement, console layout, and operational features with the GapVax G2 logic control system. 7) Improved wireless control systems, including charging stations, spare transmitters, and failsafe interlocks. Also, the new wireless transmitter safety features include LED indicators, feedback displays, integrated remote body dump options, remote body wash-out options, and remote water flow/pressure control options. 8) Better HX Water systems to include new hydraulically driven packages, new mounting arrangements to enclose all moving parts and reduce hoses, reduce the number of operation valves, and the development of a new multi-flow HX water system that is integrated with the new wireless remote system. 9) LED lighting options to illuminate perimeter work areas, operation controls, dumping / clean out areas, and SAE or CA Title 13 compliant beacon lights, directional lights, and flashers. 10) Ergonomic storage boxes, changing over to swing forward doors where possible in place of fold-down doors. In addition, pump enclosures now have an option to upgrade to a roll-up style door to keep the open door out of the operator work area. 11) Enhanced connectivity of the electrical controls with improved sunlight, oil, and abrasion-resistant engineered cord sets and over-molded, weather-tight electrical connectors. 12) New and improved hydraulic hose, water hose, electrical cord, and control wire routing and clipping on the frame and body. Also, a new hydraulic hose and wire support has been developed for the rear-mounted loading boom. 13) Improved operator manuals by customizing each manual to the system controls of each exact unit. 14) Air-actuated MC body safety prop that is safely engaged and disengaged at a safe distance from an elevated collector body 15) Rear-mounted MC float shut-offs eliminating the operator's need to enter the tank	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter clogging or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently. New to the GapVax 2021 product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - GAPVAX SOURCEWELL PRICE 2022.xlsx - Tuesday October 12, 2021 12:51:15
- Financial Strength and Stability - GAPVAX FINANCIAL INFORMATION AND COOPERATIVE PURCHASING CONTRACT LIST.zip - Thursday October 07, 2021 12:37:04
- Marketing Plan/Samples - GAPVAX SOURCEWELL MARKETING.zip - Thursday October 07, 2021 17:31:10
- WMBE/MBE/SBE or Related Certificates - GAPVAX LITERATURE.zip - Tuesday October 12, 2021 14:02:44
- Warranty Information - GAPVAX WARRANTY.pdf - Thursday October 07, 2021 12:19:03
- Standard Transaction Document Samples - GAPVAX QUOTE DOCUMENT.pdf - Thursday October 07, 2021 12:19:45
- Upload Additional Document - GAPVAX DEALER AND SERVICE MAP -TRAINING.zip - Thursday October 07, 2021 17:31:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gary Poborsky, President, GapVax Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

DocuSign Envelope ID: ADC87573-C1A1-4AF0-BFAA-07E9011D9058

AMENDMENT #1
TO
CONTRACT #101221-GPV

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **GapVax Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, to Sourcewell and its Participating Entities, effective December 20, 2021, through November 29, 2025 (Contract).

NOW THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance, of the Contract, is modified to reduce the minimum limit requirements to $1,000,000 per occurrence and $1,000,000 annual aggregate.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 5/9/2023 | 6:51 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 5/9/2023 | 6:55 PM CDT

GapVax Inc.

By: DocuSigned by: Gary A. Poborsky 97DECE6A2796467...
Gary Poborsky

Title: President

Date: 5/9/2023 | 3:31 PM CDT

SOURCEWELL CONTRACT NO. 101221-GPV

GapVax

AQUIP

PREPARED BY

AQUIP

Robby Hardin

PREPARED FOR

Roy Barnes

North Fulton County
11575 Maxwell Rd
Alpharetta, GA 30009

QUOTE

GapVax



QUOTE ID
26043

UPDATED:
5/12/25

GapVax



2026 MC1312-3S3X COMBINATION JET/VAC

QUOTE ID: 26043

June 29, 2026

NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	OPTION DESCRIPTION	NOTES	QTY
	CHASSIS OPTIONS		
CHA001	**KENWORTH T480V (6 X 4) - 370 HP - 62,000 LB. GVWR - AUTO**	MODEL YEAR 2026	1
	PACCAR PX-9 RATED FOR 370 HP	CONSULT FACTORY	
	ALLISON 6 SPEED AUTOMATIC	PRICES MAY VARY	
	20,000 LB FRONT AXLE		
	46,000 LB REAR AXLE		
	DEBRIS BODY OPTIONS		
STD	12 USABLE YARD DEBRIS TANK MADE OF 3/16'' ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1C	STAINLESS DEBRIS BODY FLUSH OUT SYSTEM, **MOUNTED AT MID-LEVEL IN DEBRIS TANK**	INCLUDES LOW POINT DRAIN	1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A24A	DECANT HALF WAY UP TAILGATE - 6" BRASS LEVER VALVE WITH HANDLE		1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A6A	TRASH PUMP - 4" RATED UP TO 800 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1
A21B	ADD FOLDING LADDER EXTENSION	REQUIRES A21	1
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)		1
A22A	GALVANIZED BOLT ON TAILGATE SPLASH SHIELDS		1
A37A	UPGRADE BODY INLET CANNON TO HX STYLE WITH CLEANOUT		1
A44	PNEUMATIC TAILGATE PROP (IN ADDITION TO STANDARD TAILGATE PROP ROD)		1
	WATER TANK OPTIONS		

STD	1300 GALLON WATER TANK MADE OF 3/16'' 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B23B	STAINLESS BAFFLES IN THE WATER TANK		1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
	VACUUM SYSTEM OPTIONS		
STD	TRUE 8" DIAMETER VACUUM SYSTEM		STANDARD
STD	VACUUM PUMP DRIVEN VIA MID-SHIP MOUNTED SPLIT SHAFT TRANSFER CASE GEARBOX	(PTO)	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS ON VACUUM PUMP AND TRANSFER CASE		STANDARD
STD	NOISE ATTENUATED VACUUM PUMP DISCHARGE SILENCER WITH RAIN CAP AND DRAIN		STANDARD
STD	24" CENTRIFUGAL CYCLONE SEPARATOR WITH 20" CHAMBER		STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS MOUNTED AT THE REAR OF DEBRIS TANK		STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN		STANDARD
STD	6" SAFETY VACUUM RELIEF		STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C8	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 18" HG	(4) 18" Hg VACUUM RELIEF VALVES	1
C2	6" MANUAL VACUUM RELIEF VALVE	RECOMMENDED WITH PUMP-OFF SYSTEM	1
C19	UPGRADE TO XL TRANSFER CASE	9-LITER ENGINE = UP TO 5300 CFM, REQUIRES OPTION C8	1
	WATER SYSTEM OPTIONS		
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
D4	MULTIFLOW CONTROL AND SAFETY REGULATOR VALVE (MSUV)		1
STD	WASHDOWN CIRCUIT WITH 50' X 1/2'' HOSE, QUICK CONNECT, AND WASHDOWN HAND GUN	**50-FT HOSE REEL**	STANDARD
STD	WASHDOWN CIRCUIT(S) WILL INCLUDE A SAFETY FLOW RESTRICTOR (1/4" HOSE)		STANDARD
D7A	HOSE REEL FOR STANDARD WASHDOWN CIRCUIT, 50' X 1/2"		1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI	(P/N: PUM022794)	1
D-GPVC	VIBRATION DAMPENING COUPLER - WATER PUMP		**REQUIRED**
D4-GUARD	STAINLESS BRANCH GUARD (P/N: F017493-SS) FOR THE MULTIFLOW CONTROL AND SAFETY REGULATOR VALVE (MSUV)		1
D28A	GLYCOL INJECTION SYSTEM - JETTER PUMP ONLY		1

D301HM	13 GPM / 3,000 PSI HX WATER SYSTEM POWERED VIA TRANSFER CASE DRIVEN INDEPENDENT HYDRAULIC SYSTEM	**REQUIRES OPTION J303 HYDRAULIC OIL COOLER**	1
D4-HX+RAV	PNEUMATICALLY OPERATED HX WATER PRESSURE RELIEF VALVE WITH ACTUATED HOSE REEL VALVE (P/N: VAL022790) (G2B)	HX SYSTEM	1
D25B	100' X 1/2" HOSE GUN REEL FOR HX SYSTEM		1
D18	AIR OUT FOR HX SYSTEM / HX CIRCUIT		1
D35B	1/2" HX LANCE WITH 6' EXTENSION AND RIPSAW NOZZLE		1
	BOOM OPTIONS		
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION		1
E7A	3/16" HEAVY DUTY BOOM ELBOW **WITH HARDENED CARBIDE LINER** (P/N: TEX012642)		1
	HOSE REEL OPTIONS		
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED		1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)		1
	CONTROLS, GAUGES, ACCESSORIES OPTIONS		
STD	CAB-MOUNTED CONTROLS FOR BLOWER AND HYDRAULICS		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL WITH WATER PUMP CONTROLS		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GAUGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM ON FRONT PANEL AND CURB SIDE OF UNIT		STANDARD
G2B	**G2B** CONTROL SYSTEM WITH DM430 DISPLAY INCLUDES:	***WIRELESS CONTROL REQUIRED***	1
	LOW WATER SHUTDOWN PROTECTION		1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1
	ENGINE OVERSPEED PROTECTION		1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1
G4A	HIGH DEBRIS LEVEL LIGHT & ALARM WIRED TO VACUUM RELIEF	REQUIRES A3	1
G6	BLOWER TEMPERATURE GAUGE WIRED TO VACUUM RELIEF		1
G16	BOOM UP WARNING		1
G19	WIRELESS REMOTE WITH BOOM, VACUUM, AND WATER PRESSURE FUNCTIONS	**STANDARD**	1
NOTE:	WIRELESS TO INCLUDE HX WATER PRESSURE (ON/OFF) CONTROL		1
G21-TD	AARCOMM TRIDENT REMOTE		1
G21-AWR	ADDITIONAL WIRELESS TRANSMITTER		1

	LIGHTING		
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD
H1	ONE LED STROBE BEACON LIGHT - FRONT (**SAE CLASS-1** (SAE J595) COMPLIANT)	(WHELEN L10 OR EQUAL)	1
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)		1
H40	REAR ARROW - LED - WHELEN TRAFFIC ADVISOR MODEL TA166AL5 (36" X 72")	CONSULT ENGINEERING (LHT022419)	1
	STORAGE OPTIONS		
STD	25' FIRE HOSE BASKET		STANDARD
STD	TWO (2) GALVANIZED STEEL TUBE TRAYS		1
I8B-DS	30" TOOL BOX - ALUMINUM, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE		1
I9B	48" TOOL BOX - ALUMINUM, 48" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE		1
I10	HAND GUN HOLDER - TOP OF CURBSIDE TOOL BOX		1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE		1
I16A	WHEEL CHOCK HOLDER (PER SIDE) - DRIVER'S SIDE		1
I16B	WHEEL CHOCK HOLDER (PER SIDE) - CURBSIDE		1
I17A	NOZZLE RACK - SIX (6) NOZZLES, 1"		1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1
I26B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR		1
	CHASSIS OPTIONS		
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP		STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION		STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE		STANDARD
J000	MID-SHIP MOUNTED (SPLIT-SHAFT) TRANSFER CASE WITH TOP DISCONNECT		1
J001	MUST BE **"OMSI"** BRAND TRANSFER CASE		1
J0	FRONT BUMPER		1
J3	TOW HOOKS FRONT		1
J4B	TOW HOOKS REAR - FRAME MOUNTED		1
J12	METAL MUD FLAPS IN FRONT OF REAR TIRES		1
J303	ADD HYDRAULIC OIL COOLER TO CIRCUIT	**REQUIRED WITH OPTION D301* OR OPTION D27***	1
	PAINT OPTIONS		
STD	PAINTED WITH PPG URETHANE PAINT		STANDARD
STD	PAINT BODY WHITE		STANDARD

STD	PAINT FRAME AND PARTS BLACK		STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK		STANDARD
STD	FLEET FINISH		STANDARD
	MISCELLANEOUS OPTIONS		
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS		STANDARD
STD	TIGER TAIL HOSE GUIDE		STANDARD
STD	TWO SEWER CLEANING NOZZLES		STANDARD
M3	FILL HOSE 25' X 2 1/2"		1
M5	LEADER HOSE 10' X 1"		1
M8G	1" PIRHANA SEWER HOSE - 2,500 PSI X 600 FT PLASTIC (ORANGE) (PN: HOS022393)		1
M12	MANHOLE LIFTING HOOK		1
M13	HYDRANT WRENCH		1
M27	TIGER TAIL (TOTAL OF TWO)		1
M28	(5) TRAFFIC CONES - 28" LIME GREEN WITH REFLECTIVE STRIPE		1
M29D	FOUR CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-805A), INCLUDES DVR-916 REAR, DVR-921 FRONT, AND TWO (2) DVR-920 SIDE CAMERAS. SIDE CAMERAS TO ACTIVATE WITH TURN SIGNALS		1
M35	ADDITIONAL 8" TUBE CLAMP, EACH (P/N: CLA000978)	***STANDARD 8" VAC CLAMP***	1
M36	**HEAVY DUTY** ALUMINUM HX TUBE, 8" X 6-FT LONG X 0.090" WALL WITH PRESSED IN STEEL ENDS AND SOFT TIP CUFF END (P/N: PIP008558 & GAS023037)	**SOFT TIP**	1

GapVax



PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:		$	730,234.03
SOURCWELL DISCOUNT:		$	68,154.18
DELIVERY: ($1,000.00 MINIMUM)	**@ $4.00 PER MILE**	$	2,800.00
ESTIMATED SUBTOTAL:		$	664,879.85
SALES TAX:		$	-
FEDERAL EXCISE TAX (BODY):		$	-
FEDERAL EXCISE TAX (CHASSIS):		$	-
TOTAL PRICE (PER UNIT):		$	664,879.85

ALL PRICES ARE IN US DOLLARS

ALL ORDERS ARE SUBJECT TO CURRENT PRICES IN EFFECT AT THE TIME OF ORDER ACKNOWLEDGMENT. PRICES AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICING DISCLAIMER: WHILE WE MAKE EVERY EFFORT TO MAINTAIN AND PRESERVE PRICING ACCURACY, ALL COST INCREASES INCURRED AFTER ORDER ACKNOWLEDGMENT FOR MAJOR COMPONENTS AND GOVERNMENT MANDATED REQUIREMENTS, TARIFFS, AND RAW MATERIAL SURCHARGES WILL BE PASSED THROUGH AND ADDED TO CUSTOMER INVOICES WITH OR WITHOUT NOTICE. ALTHOUGH THE INFORMATION ON THIS QUOTATION IS PRESENTED IN GOOD FAITH AND BELIEVED TO BE CORRECT AT THE TIME OF PRINTING, WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION. WE RESERVE THE RIGHT TO CHANGE, DELETE, OR OTHERWISE MODIFY THE PRICING INFORMATION WHICH IS REPRESENTED HEREIN WITHOUT ANY PRIOR NOTICE. WE CAREFULLY CHECK PRICING SPECIFICATIONS, BUT OCCASIONALLY ERRORS CAN OCCUR, THEREFORE WE RESERVE THE RIGHT TO CHANGE SUCH PRICES WITHOUT NOTICE. WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE MATERIALS. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY DAMAGES OF ANY NATURE WHATSOEVER FROM THE RELIANCE UPON INFORMATION FROM THESE MATERIALS. PLEASE CHECK YOUR ORDER TO CONFIRM YOUR PRICING INFORMATION

TERMS: 15% DOWN PAYMENT BALANCE DUE UPON COMPLETION. IN THE EVENT OF THE PURCHASERS DEFAULT AND THE TERMINATION OF THIS SALES PROPOSAL AGREEMENT PRIOR TO START OF PRODUCTION, 25% OF THE DOWN PAYMENT SHALL BE FORFEITED AND APPLIED TO GAPVAX, INC. AS PART OF ITS DAMAGES. ONCE PRODUCTION HAS COMMENCED ON THIS SALES PROPOSAL AGREEMENT, IN THE EVENT OF THE PURCHASERS CANCELLING THE SALES PROPOSAL AGREEMENT, OR FAILING TO ACCEPT DELIVERY, OR FAILING TO COMPLETE THE SALES PROPOSAL AGREEMENT, THE ENTIRE DEPOSIT SHALL BE FORFEITED TO GAPVAX, INC. BUT SUCH FORFEITURE SHALL NOT PREJUDICE ANY OTHER REMEDY WHICH GAPVAX, INC. MAY HAVE FOR BREACH OF ANY OF THE SALES PROPOSAL AGREEMENT. IN THE EVENT OF A COMPLETED UNIT NOT BEING FUNDED IN A PROMPT AND TIMELY MANNER, AN ADDITIONAL FEE WILL OCCUR TO COVER THE ADDITIONAL FLOOR PLAN EXPENSE. FEDERAL EXCISE TAX AND DELIVERY ARE LISTED. STATE SALES TAX IS NOT INCLUDED. STATE SALES TAX AND VEHICLE REGISTRATION IS THE RESPONSIBILITY OF THE PURCHASER. EXCLUDES ALL OTHER APPLICABLE TAXES, DUTIES, TARIFFS, BROKERAGE, OR DOCUMENTATION FEES. DELIVERY, IF COORDINATED BY GAPVAX, IS $4.00 PER MILE, $1,000.00 MINIMUM.

DELIVERY TERMS: TERMS OF DELIVERY SHALL BE F.O.B. SHIPPING POINT, JOHNSTOWN, PENNSYLVANIA, U.S.A. THIS PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS, UNLESS CHANGED IN THE INTERIM UPON WRITTEN NOTICE FROM THE COMPANY. PLEASE RETURN ONE SIGNED COPY OF THIS PROPOSAL, AND ANY FUTURE CORRESPONDENCE TO: GAPVAX, INCORPORATED, 575 CENTRAL AVE., JOHNSTOWN, PA 15902. BY SIGNING THIS PROPOSAL, PURCHASER THEREBY EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN. ANY PURCHASE ORDER OR ACKNOWLEDGMENT OFFERING TERMS INCONSISTENT WITH THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO BINDING EFFECT WHATSOEVER ON GAPVAX INCORPORATED (THE "COMPANY") OR THE TERMS AND CONDITIONS HEREOF. THIS DOCUMENT AND THE OTHER DOCUMENTS SPECIFICALLY REFERRED TO AS BEING A PART HEREOF, CONSTITUTE THE ENTIRE CONTRACT ON THE SUBJECT MATTER, AND SHALL NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. ASSIGNMENT MAY BE MADE ONLY WITH WRITTEN CONSENT OF THE OTHER PARTY.

SIGNATURE DATE

Please return a signed copy to betty@gapvax.com

Chassis and Demo Units are SUBJECT TO PRIOR SALE, a 15% deposit is required with signed proposal

GapVax Incorporated
Terms and Conditions of Sale

1. ORDERS. All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.

2. PERFORMANCE. GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

3. EXPERIMENTAL WORK. Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

4. SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.

5. CANCELLATION. Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.

6. SHIPMENT. All proposals are based on continuous and uninterrupted delivery of the order upon completion unless specifications distinctly state otherwise. In the event that an agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.

7. CUSTOMER'S PROPERTY. GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g., truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

8. PRICES. All orders are subject to current prices in effect at the time of order acknowledgment. Prices and Specifications are Subject to Change Without Notice. PRICING DISCLAIMER: While we make every effort to maintain and preserve pricing accuracy, prices are subject to change without notice. Although the information on this quotation is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order to confirm your pricing information.

9. F.O.B. POINT. Unless otherwise stated, all prices listed are F.O.B. point of manufacture.

10. TAXES. Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.

11. PRODUCT IMPROVEMENT. GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.

12. MOUNTING PRICES. Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

13. WARRANTY. GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational. GapVax does not and will not warranty any water system component(s) that show any sign or indication of ice or freeze damage.

14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at any time to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

FULTON COUNTY

COOPERATIVE PURCHASING JUSTIFICATION AND APPROVAL FORM

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

Requesting Department/Agency: Public Works

Department/Agency Contact Information: Shandha Read

Cooperative Contract Number and Title: Sourcewell-GapVax Contract #101221-GPV-MC1312-3S3X Combination Jet/Vac Truck

Estimated Spending Request: $664,879.85

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

_____ **Public Cooperative Entity** (EX: Omnia Partners, NASPO) **List Cooperative Entity:**	_____ **State of Georgia Statewide Contracts** (Department of Administrative Services)
_____ **Federal Government** (GSA Contract)	_____ **Other Governmental Entity** (Ex: City of Atlanta, Dekalb County) **List Government Entity:**

Verification Requirements

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

1. Provide justification for the use of the cooperative purchase.
   Cooperative purchase programs benefit the county by leveraging the much larger markets use to formulate the agreements and increase the pool of vetted suppliers saving time and resources due to the efforts of certified local, state and federal departments.
2. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value and advantageous to the County. This may include but is limited to:
   a. Leveraging benefits of volume purchasing: By the State or federal government far reaching markets multiple orders increase the unit volume for the vendors resulting in better pricing for the customers.
   b. Volume discounts: As stated, increased volume from multiple buyers allows the vendor to provide volume discounts.
   c. Service delivery requirement advantages: No delivery advantage for this purchase.

3. Document market research was completed to determine use of cooperative purchase request.

   Cooperative Purchase agreements are the result of extensive market research that are conducted by large government agencies or large public organizations such as School systems, police departments etc. By conducting these large market research programs, and allowing municipalities to leverage them, the public benefits.

4. Provide documentation verifying that the cooperative, statewide or GSA contract is current and awarded through a competitive process.
5. Provide a copy of the cost proposal/quote received.

TO BE COMPLETED BY THE DEPARTMENT OF PURCHASING REPRESENTATIVE:

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

Purchasing Representative Recommendation:

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

_____ meets the requirements _____ does not meet the requirements

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

(CAPA/APA) Purchasing Agent _____ Date _____
Chief Purchasing Agent _____ Date _____

Docusign Envelope ID: 2D4E2C6E-75B1-43CA-806F-52B0A0BB3F0E

CONTRACT EXTENSION

Contract Number: 101221-GPV

Sourcewell 202 12th Street Northeast P.O. Box 219 Staples, MN 56479 (Sourcewell)	and	GapVax 575 Central Ave Johnstown, Pennsylvania 15902-2600 (Vendor)

have entered into Contract Number: 101221-GPV
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Gary A. Pobosrky 97DECE6A2796467...
Authorized Signature	Authorized Signature
Jeremy Schwartz	Gary A. Pobosrky
Name	Name
Chief Operating and Procurement Officer	ceo
Title	Title
2/7/2025 | 4:14 PM CST	2/10/2025 | 10:45 AM CST
Date	Date

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0409 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Approval of an Intergovernmental Agreement (IGA) between Fulton County and the City of Milton, GA for water main relocations associated with the road improvements to Cox Road at the King Road Intersection in the City of Milton, GA, in an estimated amount of $231,606.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
GA CONST Art. 9, § 3, ¶ I provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. In addition, O.C.G.A § 36-10-1 states that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

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

Scope of Work: The City of Milton is currently planning on intersection improvement at the intersection of Cox Road and King Road. The project will include construction of a roundabout with

road widening with landscape medians and sidewalk improvements. As part of this roadway project, approximately 433 linear feet of 6-inch & 12-inch water mains with appurtenances will need to be relocated within the current right-of-way. Water service will remain uninterrupted during the construction period. The City of Milton plans to bid the roadway improvements in September 2026 and is now requesting the execution of an IGA between Fulton County and the City of Milton to allow the City of Milton to include the water main relocation work as part of their project. Fulton County would then reimburse the City of Milton after the construction work has been completed by their contractor. Fulton County staff will be on-site during the relocation of the water mains to ensure that construction is done to Fulton County standards. The estimated cost of the relocation and installation of the impacted water mains is $231,606.00 and has been budgeted for as part of the water and sewer fund and included in the 2026-2030 Capital Improvement Program.

Community Impact: The road improvements will affect the existing water lines that serve the developments in this area as well as the distribution system into the City of Milton. There will be isolated water outages during the construction of the project as services are disconnected from the existing water main and tied into the new main.

Department Recommendation: The Department of Public Works believes that the most cost-effective way to complete the water main relocations is by allowing the City of Milton to bid out the work as part of their roadway project. Therefore, Public Works recommends that Fulton County enter into the IGA.

Project Implications: The road improvements will impact the existing water mains due to modifications of the existing grades associated with the roundabout construction and road widening along Cox Road at King Road. These changes require the relocation of the water main and the adjustment of valves to match the proposed roadway surface. Relocating the existing water mains is necessary to ensure continued water service in this area.

Community Issues/Concerns: During construction of the relocations, water service is to be maintained and temporary interruptions may occur during tie-ins with the existing water main.

Department Issues/Concerns: The Public Works Department is not aware of any issues or concerns with this proposed IGA. This type of arrangement between the City of Milton and Fulton County has worked well on past projects.

Contract Modification:

New Procurement

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

City of Milton

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

Exhibit-A IGA-Cox Road at King Road

Agenda Item No.: 26-0409 **Meeting Date:** 7/15/2026

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

City of Milton

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	Click here to enter text.
Previous Adjustments:	Click here to enter text.
This Request:	$231,606.00
TOTAL:	$231,606.00

Grant Information Summary

Amount Requested:	Click here to enter text.	☐ Cash
Match Required:	Click here to enter text.	☐ In-Kind
Start Date:	Click here to enter text.	☐ Approval to Award
End Date:	Click here to enter text.	☐ Apply & Accept
Match Account $:	Click here to enter text.	

Fiscal Impact / Funding Source

Funding Line 1:

Water & Sewer Renewal/Extension, 203-540-5400-I301

Funding Line 2:

Click here to enter text.

Funding Line 3:

Click here to enter text.

Funding Line 4:

Click here to enter text.

Funding Line 5:

Click here to enter text.

Key Contract Terms	
Start Date: Click here to enter a date.	**End Date:** Click here to enter a date.
Cost Adjustment: Click here to enter text.	**Renewal/Extension Terms**: Click here to enter text.

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?
Choose an item.

Report Period Start: Click here to enter a date.

Report Period End: Click here to enter a date.

INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF MILTON, GEORGIA

For Cox Road at King Road Intersection Improvement Project

THIS INTERGOVERNMENTAL AGREEMENT (this "**IGA**") is executed as of the _____ day of _____, 2026, by and between **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia ("**City**"), and **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("**Fulton County**"). The term "**Party**" refers individually to either City or Fulton County and the term "**Parties**" refers to both City and Fulton County.

WHEREAS, City has undertaken a project for the Cox Road at King Road Intersection Improvement Project along Cox Road and King Road (the "**Project**") through its competitive bidding procedures; and

WHEREAS, Fulton County has the following utility (water and sewer) facilities which must be adjusted, added, or relocated and provided connection along the new roadway as a result of the proposed Project (hereinafter called the "**Utilities Relocation**"); the facilities include fire hydrants, a water main, water meters, valve boxes, and sewer manholes as shown on construction plans for the Project; and

WHEREAS, Fulton County does not have adequate equipment or staff to adjust or relocate its facilities or for other reasons considers it advantageous to have this work included in City's construction contract; and

WHEREAS, the plans and specifications for the Utilities Relocation (hereinafter called the "**Plans**") have been approved by both City and Fulton County and are attached hereto and incorporated herein as **Exhibit "A"**; and

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

WHEREAS, Fulton County and City desire to enter into this IGA wherein City, through its contractor, can adjust and relocate Fulton County's facilities in an economical and efficient manner without disruption to the Project; and

WHEREAS, as consideration for City adjusting, adding, or relocating Fulton County's facilities, Fulton County will reimburse the cost to City; and

WHEREAS, Fulton County and City have determined that this IGA serves the best interest of all Parties and their citizens by improving public infrastructure.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants, and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, Fulton County and City covenant, agree, and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements, including water facilities.

II. COMPENSATION AND PAYMENT.

1. The approximate non-binding pre-let estimate of the total cost of the Utilities Relocation work contemplated under this IGA, subject to change based upon bid acceptance and as otherwise provided herein, is $231,606.00 (Two Hundred Thirty-One Thousand Six Hundred Six and 00/100 Dollars) based on Fulton County's estimate attached hereto and incorporated herein as **Exhibit "B"**. Fulton County shall pay 100 percent of the final cost of the Utilities Relocation work performed on behalf of Fulton County to City, as such cost is determined pursuant to the terms of this IGA. It is agreed that the compensation specified includes both direct costs and indirect costs, specifically including overhead expenses but excluding attorney's fees, incurred in the performance of this IGA.

2. As soon as practicable after the opening of bids and acceptance of a bid by City, City shall notify Fulton County in writing of the cost amount due City.

3. City will submit invoices for progress payments to Fulton County monthly, quarterly, and/or after completion of the Utilities Relocation work. Fulton County shall pay such invoices within thirty (30) days from receipt until and through completion of the Utilities Relocation work. City shall submit a final invoice to Fulton County as provided herein.

4. In the event there is a change in the Project or it becomes necessary to add pay items that are not provided for in this IGA, City shall negotiate prices with the construction contractor and enter into a supplemental agreement with the contractor for completion of the additional items, after obtaining the written consent of Fulton County on items that affect the Utilities Relocation. Once approved, Fulton County shall bear 100 percent of the additional cost of the Utilities Relocation, including, without limitation, the cost of any improvements or betterments to the water facilities requested by Fulton County, as determined in accordance with this IGA.

5. The final cost of the Utilities Relocation work performed on behalf of Fulton County shall be determined by measurement of the actual quantities of installed materials, including added items as provided herein, multiplied by the actual bid prices. Accordingly, after the Utilities Relocation has been completed and as-built plans have been provided to Fulton County, City shall determine the final as-built cost to be borne by Fulton County and, as the case may be, shall refund to Fulton County or shall request of Fulton County an additional payment in the amount of the difference between the final cost to be borne by Fulton County and the amount which Fulton County has previously paid to City. In the event additional payment is due to City, Fulton County agrees to pay same within thirty (30) days after the invoice is received from City. In the event a refund is due Fulton County, City agrees to pay Fulton County within thirty (30) after the refund amount is determined by City.

III. OVERVIEW.

The work contemplated by this IGA consists of Utilities Relocation as a result of the Project. Upon completion of the work and upon certification by City and Fulton County's Engineers that the work has been completed in accordance with the Plans, Fulton County will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities without further cost to City or its contractor. Such maintenance and all operations and activities will meet Fulton County's rules, policies, procedures, standards, and specifications, and be subject to City's requirements related to utility accommodations.

IV. FULTON COUNTY RESPONSIBILITIES.

1. Fulton County agrees that the Project and Utilities Relocation designs are accurately shown in the Plans attached hereto as **Exhibit "A"** to the best of the Parties' knowledge.

2. Subject to the provisions of Section X hereof, Fulton County shall have the right to visit and to inspect the work activities and any reports, drawings, studies, specifications, estimates, maps, and computations related to the work for Fulton County's facilities at any time to ensure they meet Fulton County's rules, policies, procedures, standards, and specifications, and to advise City's Project Manager / Engineer-in-Charge of any observed discrepancies or potential problems.

3. Fulton County shall respond in a timely manner to any issue that may arise during the construction phase. Every effort shall be made not to delay the contractor under any circumstances.

4. Subject to the provisions of Section II hereof, Fulton County is responsible for reimbursing all material and labor costs to City related to the Utilities Relocation for this Project that are completed to the reasonable satisfaction of Fulton County in accordance with the Plans.

V. CITY'S RESPONSIBILITIES.

1. City shall undertake the contracting and assume responsibility for the Project's management and completion.

2. City shall ensure that all work necessary for the Utilities Relocation in accordance with the final Plans shall be included in the contract and let to bid by City.

3. All construction, engineering and contract supervision shall be the responsibility of City. City shall keep accurate records with regard to the activities conducted under this IGA and provide Fulton County access to such records upon request. City shall consult with Fulton County for its approval as provided herein before authorizing any changes or deviations which affect Fulton County's facilities.

4. City shall respond in a timely manner to any issue that may arise during the construction phase. All efforts shall be made not to delay the contractor under any circumstances.

5. City shall be responsible to assure that all Utilities Relocation work is accomplished in accordance with the Plans.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

VII. TERM.

This IGA shall be effective upon execution by both Parties and continue until completion of the Utilities Relocation and the Project and full reimbursement by Fulton County to City for the cost of the work. In no event shall this IGA exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time.

VIII. RESPONSIBILITY FOR CLAIMS AND LIABILITY.

It is hereby stipulated and agreed between the Parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stemming from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition

disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each Party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to indemnify and hold harmless Fulton County as an additional indemnified party under the construction contract with respect to the Utilities Relocation work.

IX. INSURANCE.

Under the construction contract between City and the contractor performing the Utilities Relocation, such contractor shall agree to include Fulton County, as the owner of the utility facilities affected by the Utilities Relocation work, as an additional insured on bodily injury and property damage liability insurance required to be purchased and maintained by the contractor in accordance with the terms of the construction contract. Such insurance shall be in an amount of not less than $1,000,000.00 per occurrence. Certificates of insurance stating coverages and policy limits and showing City, Fulton County, and other insured parties as additional insured shall be provided in accordance with the terms of the construction contract.

X. REVIEW OF WORK.

Authorized representatives of Fulton County may at all reasonable times review and inspect the Utilities Relocation work under the terms of this IGA and any amendments thereto. If requested by Fulton County under the terms hereof, its review recommendations shall be reviewed and considered by City's Project Manager / Engineer-in-Charge. Should City's Project Manager / Engineer-in-Charge determine incorporation of such recommendations into the work activities of City is not appropriate, the Project Manager / Engineer-in-Charge shall promptly notify Fulton County and, should Fulton County so request, the Parties will meet within seven (7) days to discuss and review Fulton County's recommendations. Should the Parties be unable to agree after meeting, Fulton County's recommendations shall be incorporated into the work activities if they relate solely to Fulton County's facilities. Otherwise, the determination of the Project Manager / Engineer-in-Charge shall control.

XI. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. In the event Fulton County requests any changes in the work related to the Utilities Relocation after the Project work is underway, Fulton County shall cooperate in a prompt and timely manner to any requests by City in the processing of any change orders to avoid delays on the progress of the

Utilities Relocation. Fulton County will be responsible for any unforeseen site condition related to the Utilities Relocation work that creates a Project delay.

XII. MISCELLANEOUS.

1. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

2. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

3. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body or waiver of any governmental immunities available to its officers, officials, employees, or agents.

4. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, Fulton County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

    A. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to each Party, legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 *et seq.*

B. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); and (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a).

5. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned by one Party without the prior written consent of the other Party. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

6. **No Third-Party Beneficiaries**. This IGA is made between and limited to Fulton County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Fulton County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

7. **Exhibits**. Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

8. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

9. **Notices**. Any notice or communication required or permitted under this IGA shall be in writing and shall be deemed received when: i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested, to the Party at the address given below.

TO FULTON COUNTY:

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

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Georgia 30303

TO CITY:

Sara Leaders
City of Milton Public Works
2006 Heritage Walk
Milton, Georgia 30004

Copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attention: Ken Jarrard, Esq.

10. **Severability.** If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **Force Majeure.** Neither Party shall be deemed to be in violation of this IGA if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

(SEAL)

FULTON COUNTY, GEORGIA

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

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

(COUNTY SEAL)

Approved as to Form:

By:_____
Y. Soo Jo, County Attorney

EXHIBIT "A"

STANDARD ROADSIDE SIGNS

HIGHWAY SIGNS																				GALVANIZED STEEL POSTS		
					HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 9					HIGHWAY SIGNS, TP 2 MATL REFL SHEETING, TP 9					HIGHWAY SIGNS, TP 1 MATL REFL SHEETING, TP 11					WORKED	TYPE 1	
STATION	OFFSET	SIDE	INSTL NO	SIGN CODE	W	X	H	QTY	FT²	W	X	H	QTY	FT²	W	X	H	QTY	FT²	EA	LENGTH (FT)	TOTAL LENGTH (FT)
Cox Road																						
101+50.00	15.00	RT	1	W2-6											30	X	30	1	6.00	1	10.0	10.0
				W13-1P											18	X	18	1	2.25			
102+28.50	22.42	LT	2	R2-1											24	X	30	1	5.00	1	12.5	12.5
				R5-2											24	X	24	1	4.00	1		
102+45.12	18.10	RT	3	W2-6											30	X	30	1	6.00	1	15.5	15.5
				W13-1P											18	X	18	1	2.25			
102+86.39	0.00	CL	4	R4-7	24	X	30	1	5.00											1	12.5	12.5
103+43.10	5.50	RT	5	R1-2											36	X	36	1	9.00	1	12.5	12.5
103+44.21	5.34	LT	6	D1-1D						36	X	6	1	2.61						2	12.0	24.0
103+76.00	6.00	RT	7	R4-7	18	X	12	1	3.00											1	11.0	11.0
103+47.32	38.96	RT	8	R1-2											36	X	36	1	9.00	1	12.5	12.5
200+28.77	12.40	LT	9	R6-1	36	X	72	1	9.00											1	11.0	11.0
200+48.74	28.48	LT	10	R1-2											36	X	36	1	9.00	1	12.5	12.5
200+55.70	9.50	RT	11	D1-1D						36	X	6	1	2.61						2	11.0	24.0
200+94.47	9.97	LT	12	R1-2											36	X	36	1	9.00	1	12.5	12.5
201+08.59	9.05	CL	13	R4-7	24	X	30	1	5.00											1	12.5	12.5
201+32.43	22.69	RT	14	W2-1											24	X	30	1	5.00	1	12.5	12.5
201+53.53	29.91	LT	15	W2-6											30	X	30	1	6.25	1	12.5	12.5
				W13-1P											18	X	18	1	2.25			
202+30.00	17.63	LT	16	W2-6											30	X	30	1	6.25	1	15.5	15.5
				W13-1P											18	X	18	1	2.25			
King Road																						
201+80.00	14.60	RT	17	W2-6											30	X	30	1	6.25	1	12.5	12.5
				W13-1P											18	X	18	1	2.25			
202+44.95	20.20	RT	17	W2-6											30	X	30	1	6.25	1	15.5	15.5
				W13-1P											18	X	18	1	2.25			
202+91.75	0.00	CL	19	R4-7	24	X	30	1	5.00											1	12.5	12.5
203+42.23	4.29	RT	20	R1-2											36	X	36	1	9.00	1	12.5	12.5
203+43.67	4.81	LT	21	D1-1D						30	X	6	1	1.75						2	11.0	24.0
203+52.22	35.64	RT	22	R1-2											36	X	36	1	9.00	1	12.5	12.5
203+80.20	10.67	RT	23	R6-1	36	X	72	1	9.00											1	11.0	11.0
					TOTAL			6	24				3	6				71	91	22		334

REMOVE AND RESET SIGNS

STATION REMOVAL	STATION RESET	QUANTITY
COX ROAD		
102+29.90	22.42 LT	1
103+31.60	24.12 LT	1
200+96.47	19.91 RT	1
TOTAL		3

PAVEMENT MARKING QUANTITIES

DESCRIPTION	TRAFFIC STRIPE		WHITE SKIP 18"	HATCHING	WORD TP 15
	6 INCH TRAFFIC STRIPING			YELLOW	
	WHITE SOLID	YELLOW SOLID			
ROAD NAME	LF	LF	GLF	SY	EA
COX ROAD	1010	272	60	307	2
KING ROAD	452	125	27	76	1
TOTALS	1400	465	87	289	3

RIGHT OF WAY MARKERS

EA
10.00

WATER MAIN INSTALLATION QUANTITIES

PAY ITEM #		ITEM	SIZE	QUANTITY	UNIT
171	-	0040	TEMPORARY SILT FENCE, TYPE C		500	LF
441	-	0104	CONC SIDEWALK 4 IN	4" thick if req	10	SY
500	-	3001	CLASS AA CONCRETE, HES (500-3001)		5	CY
611	-	8120	ADJUST WATER METER BOX TO GRADE		4	EA
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		2	EA
600	-	0001	FLOWABLE FILL		8	CY
670	-	1060	WATER MAIN, 6 IN, DIP	6"	10	LF
670	-	1120	WATER MAIN, 12 IN, DIP	12"	423	LF
670	-	1600	CUT & PLUG OR REMOVE EXISTING WATERMAIN		2	EA
670	-	1900	INLINE PLUG		1	EA
670	-	2500	INSERT VALVE (12" DIA)	If Reqd.	1	EA
670	-	2120	GATE VALVE, 12 IN	12"	2	EA
670	-	2002	VALVE MARKER		1	EA
670	-	3109	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	16 IN x 12 IN	1	EA
670	-	3108	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	10 IN x 10 IN	1	EA
670	-	4000	FIRE HYDRANT	W/6" GV	1	EA
670	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	50	LF
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	50	LF
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	50	LF
670	-	9710	RELOCATE EXISTING FIRE HYDRANT	If Reqd.	1	EA
670	-	9720	RELOCATE EXISTING WATER VALVE, INC BOX	If Reqd.	1	EA
670	-	9730	RELOCATE EXISTING WATER METER, INC BOX		1	EA
670	-	9920	REMOVE EXISTING FIRE HYDRANT	If Reqd.	1	EA

POND
Architects • Engineers • Planners

REVISION DATES

SUMMARY QUANTITIES
COX ROAD ROUNDABOUT
AT KING ROAD

CHECKED		DATE	DRAWING No.
RACHENEAD		DATE	06-0002
CORRECTED		DATE	
VERIFIED		DATE	

3/31/2026 2:02:27 PM | GPLOT-GRD | 1240227_24-0000.dgn
corbinj | 1240227-GRD-PD.tbl

UTILITY LINECODES

	EXISTING	TO BE REMOVED	PROPOSED	TYPE OF UTILITY
OVERHEAD	---W---E---W---E-	-X-W---E---W---X-E-	—W—E—W—E—	ELECTRIC
	---W---E-T---W---	--XW---E-T---W---X--	—W—E-T—W—	ELECTRIC/TELECOMMUNICATIONS
	---W---E-TV---W-	-X-W---E-TV---XW-	—W—E-TV—W—	ELECTRIC/CABLE TV
	---W---E-T-TV---W	-X-W---E-T-TV--X-W	—W—E-T-TV—W	ELECTRIC/TELECOMMUNICATIONS/CABLE TV
	---W---GW---W---	-X-W---GW---W---X	—W—GW—W—	GUY WIRE
	---W---T---W---T-	-X-W---T---W---X-T-	—W—T—W—T-	TELECOMMUNICATIONS
	---W---T-TV---W-	-X-W---T-TV---XW-	—W—T-TV—W—	TELECOMMUNICATIONS/CABLE TV
	---W---TV---W---	-X-W---TV---W---X	—W—TV—W—	CABLE TV
UNDERGROUND	--------E--------	-X-----E-----X-	——E——	ELECTRIC
	--------T--------	-X-----T-----X-	——T——	TELECOMMUNICATIONS
	--------TV-------	-X-----TV----X-	——TV——	CABLE TV
	--------W--------	-X-----W-----X-	——W——	WATER
	::::::**W:::::::	:X:::**W:::X:	==**W==	WATER FOR LABELED PIPE SIZES
	-------NW--------	-X-----NW----X-	——NW——	NON-POTABLE WATER
	::::::**NW:::::::	:X:::**NW:::X:	==**NW==	NON-POTABLE WATER FOR LABELED PIPE SIZES
	-------STM-------	X------STM-----X	——STM——	STEAM
	::::::**STM:::::::	X:::**STM:::X	==**STM==	STEAM FOR LABELED PIPE SIZES
	------>SS------>	-X----->SS------X	—>SS—>	SANITARY SEWER WITH FLOW DIRECTION
	::::::3**SS:::::::	:X:::3**SS:::X:	=3**SS=	SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES
	------>SFM------	X----->SFM-----X	—>SFM—>	SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION
	--------G--------	-X------G------X-	——G——	GAS
	::::::**G:::::::	:X:::**G:::X:	==**G==	GAS FOR LABELED PIPE SIZES
	--------P--------	-X------P------X-	——P——	PETROLEUM
	::::::**P:::::::	:X:::**P:::X:	==**P==	PETROLEUM FOR LABELED PIPE SIZES

UTILITY SYMBOLS

EXISTING	PROPOSED	TEMPORARY		EXISTING	PROPOSED	TEMPORARY	
			UTILITY POLE/GUY POLE				WATER VALVE
			VENT				WATER VALVE MARKER
			GUY ANCHOR				WATER METER
			LIGHT POLE				WATER MANHOLE
			ELECTRIC MANHOLE				FIRE HYDRANT ASSEMBLY (INCLUDES ASSOCIATED VALVE)
			ELECTRIC HAND HOLE				BACKFLOW PREVENTER
			TRANSFORMER				PRESSURE INDICATOR VALVE
			ELECTRIC METER				AIR RELEASE VALVE
			ELECTRIC LINE MARKER U/G				WATER VAULT
			ELECTRIC BOX				STAND PIPE
			ELECTRIC YARD LIGHT POLE				WATER LINE MARKER U/G
			TRANSMISSION TOWER				CLEANOUT
			TELECOMMUNICATIONS MANHOLE				SANITARY SEWER MANHOLE
			TELECOMMUNICATIONS HANDHOLE				AIR RELEASE VALVE
			TELECOMMUNICATIONS PEDESTAL				GREASE TRAP
			TELECOMMUNICATIONS LINE MARKER U/G				SANITARY SEWER FORCE MAIN LINE MARKER U/G
			SPLICE BOX				SANITARY SEWER FORCE MAIN VALVE
			SUBCRIBER LOOP CARRIER (AKA "SLICK")				SANITARY SEWER FORCE MAIN VALVE MARKER
			PHONE BOOTH				GAS YARD LIGHT POLE
			TELECOMMUNICATIONS CABINET				GAS VALVE
			CABLE TV CABINET				GAS VALVE MARKER
			CABLE TV MANHOLE				GAS METER
			CABLE TV HANDHOLE				GAS MANHOLE
			CABLE TV PEDESTAL				GAS PRESSURE REGULATOR
			CABLE TV LINE MARKER U/G				GAS VAULT
			SATELLITE DISH				GAS TEST STATION
							GAS LINE MARKER U/G
							PETROLEUM LINE MARKER U/G
							PETROLEUM VALVE
							PETROLEUM VALVE MARKER

APPLICABLE WATER & SEWER STANDARD DETAILS

FULTON COUNTY DETAIL NO.	DESCRIPTION
101	UTILITY LOCATION UNDERGROUND UTILITY WITH REUSE, TYPICAL SECTION
102	CONDUIT LOCATION FOR UNDERGROUND UTILITIES COMBINATION SEWER EASE
103	ALLOWABLE TRENCH WIDTHS WATER MAINS
105	STRUCTURE ADJUSTMENT
108	TRENCH TERMINOLOGY
109	PAVEMENT CUT REPAIRS TYPE A, B, & C
111	BRICK MANHOLE DETAIL AND MANHOLE FRAME COVER
111A	LANDSCAPE AND PAVEMENT MANHOLE FRAME AND COVERS
115	STANDARD SEWER MANHOLES PRECAST CONCRETE
117	PIPE SEWER DATA PVC PIPE INSTALLATION
303	TYPICAL SECTION (CUL-DE-SAC)
319	CENTER ISLAND
401	SANITARY SEWER TYPICAL RIP-RAP CHANNEL PIPE CROSSING
605	LARGE METERS AND VAULT
701	GREASE/SOLIDS/OIL INTERCEPTOR 4 TANKS IN SERIES
707	SERVICE CONNECTION ON NEW SEWERS
709	SERVICE CONNECTION CLEANOUT
711	SEWER LATERAL INSTALLATION DETAILS FOR CURB STREETS
712	CROSSING ABOVE EXISTING SANITARY SEWER PIPE
713	DOGHOUSE MANHOLE DETAIL
801	3/4" & 5/8" METER INSTALLATION
802	1" METER INSTALLATION
805	LARGE METERS AND VAULT
806	3/4" - 1" METER SETTING SHORT AND LONG SIDES
810	DOUBLE CHECK VALVE ASSEMBLY
813	WATER METER INSTALLATION & 3/4" COPPER SERVICE WATER VALVE MARKERS
814	HYDRANT LOCATION DETAIL FOR CURB AND GUTTER STREETS
815	FIRE HYDRANT STREET UNCURBED
820	WATER MAIN TERMINATION
826	WATER SAMPLING STATION
827	WATER METER MANIFOLD DETAIL FOR TOWNHOUSE DEVELOPMENTS
828	SAN. SEWER CLEANOUT COVER FOR USE IN RES. DRIVEWAYS AND SIDEWALKS
829	AUTO BLOW OFF FLUSH STATION
830	WATER METER LAYOUT FOR TOWNHOUSE DEVELOPMENTS W/O LOTS
831	4-INCH FIRE METER LAYOUT

SEE FULTON COUNTY GA STANDARDS AND DETAILS AT:
https://www.fultoncountyga.gov/services/water-services/view-construction-standard-details

-RELOCATION OF UTILITIES SHALL BE COORDINATED BY CONTRACTOR.

-LOCATIONS OF UTILITIES SHOWN ON THESE PLANS ARE BASED ON EARLY COORDINATION BY THE CITY. ACTUAL FIELD LOCATIONS TO BE DETERMINED BY CONTRACTOR AND UTILITY COMPANY.

-THE RELOCATION OF UTILITIES SHOWN ON THE FOLLOWING UTILITY PLANS ARE A RESULT OF THE DESIGNER'S COORDINATION OF UTILITIES; THESE UTILITY RELOCATIONS HAVE NOT BEEN DESIGNED BY THE PROJECT'S ENGINEER OF RECORD

-CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER AND SEWER RELOCATIONS AND ADJUSTMENTS SHOWN IN THE PLANS.

GEORGIA811 www.Georgia811.com
Contact 811 before you dig.

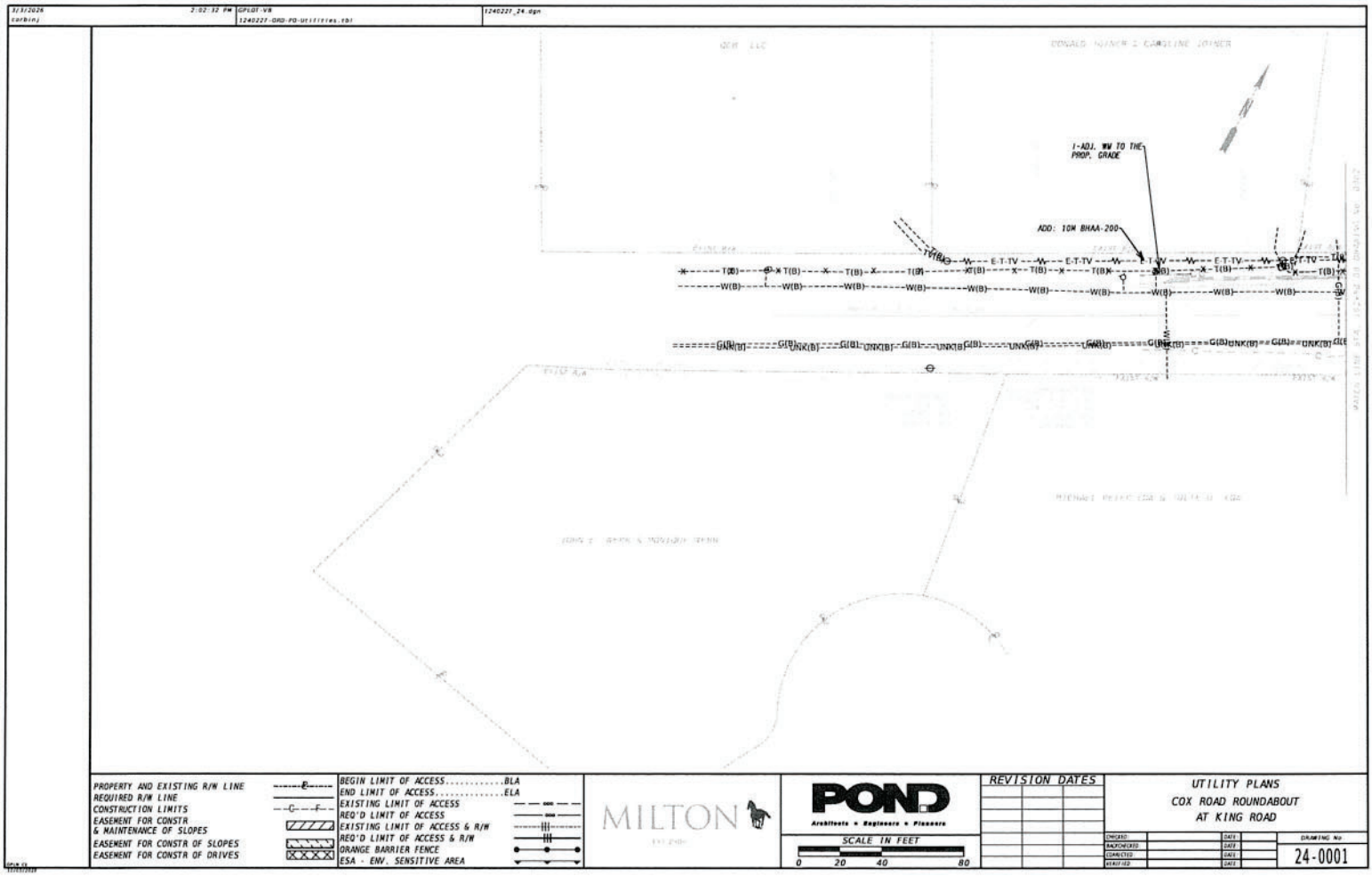
MILTON EST 2006

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REVISION DATES		

UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD

CHECKED:		DATE	DRAWING No.
BACKCHECKED		DATE	24-0000
CORRECTED		DATE	
VERIFIED		DATE	



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

MILTON

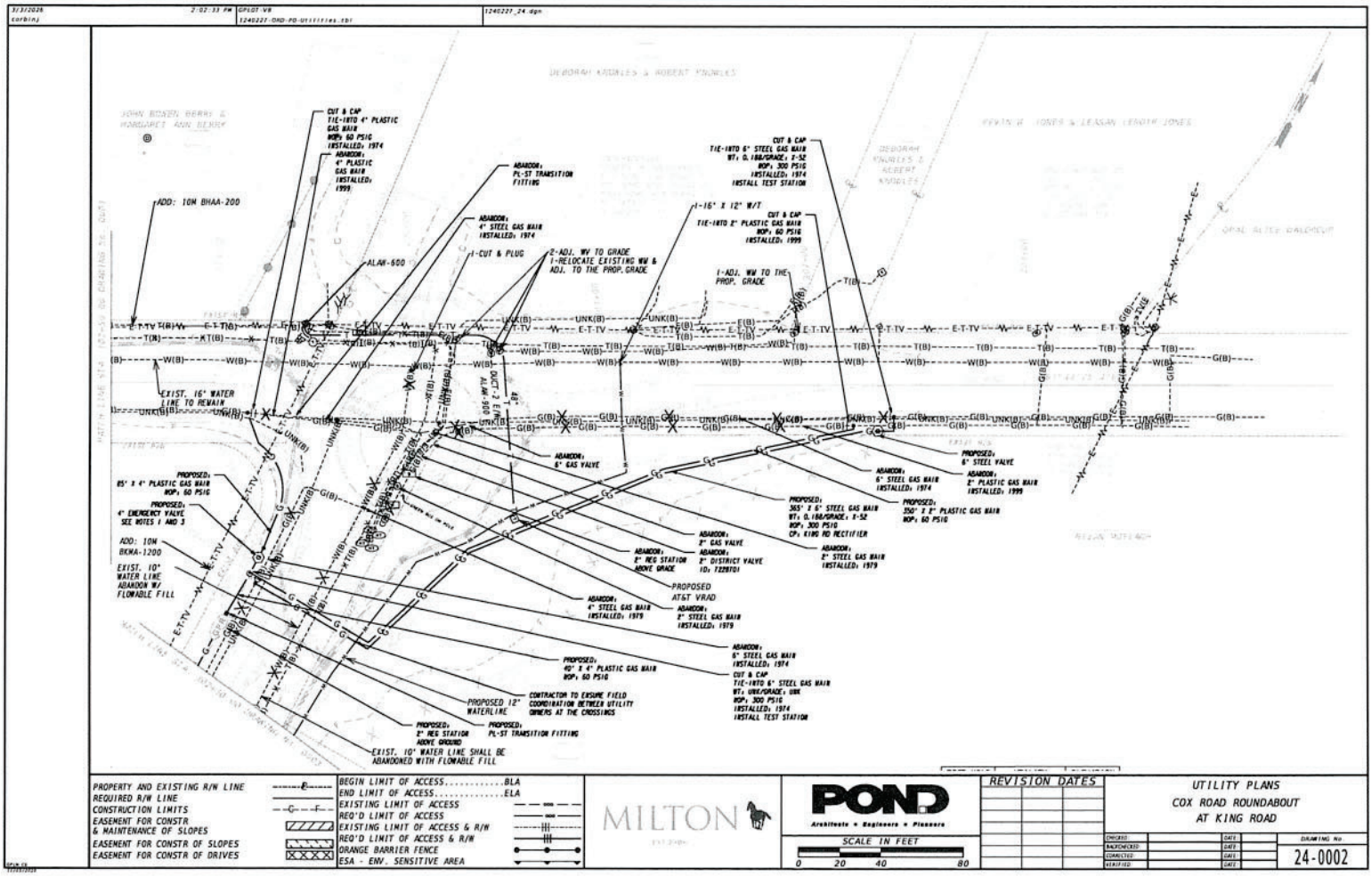
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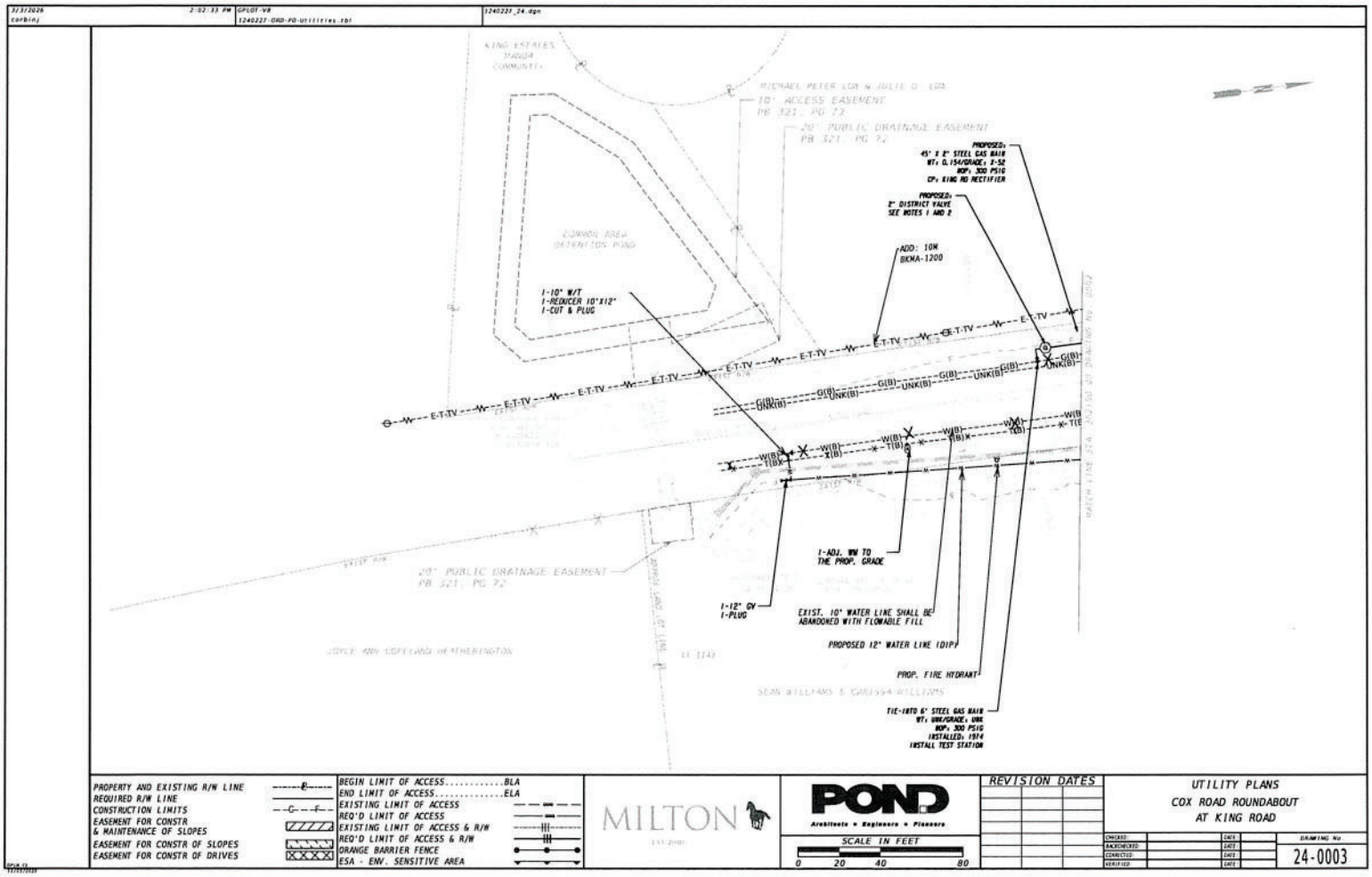
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REVISION DATES

UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD

CHECKED		DATE	DRAWING No
BACKCHECKED		DATE	24-0001
CORRECTED		DATE	
VERIFIED		DATE	


PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
MILTON
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SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD
DRAWING No
24-0002



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W
	ORANGE BARRIER FENCE
	ESA - ENV. SENSITIVE AREA

MILTON EST. 2000

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SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD

CHECKED:		DATE		DRAWING No.
BACKCHECKED		DATE		24-0003
CORRECTED		DATE		
VERIFIED		DATE		

EXHIBIT "B"

Cox Road Roundabout At Kings Road - City of Milton

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE

PAY ITEM #			ITEM	SIZE	QUANTITY	UNIT	Unit Cost	AMOUNT
171	-	0030	TEMPORARY SILT FENCE, TYPE C		500	LF	$6.00	$3,000.00
441	-	0104	CONC SIDEWALK 4 IN	4" thick if req.	10	SY	$50.00	$500.00
500	-	3001	CLASS AA CONCRETE, HES (500-3001)		5	CY	$175.00	$875.00
611	-	8120	ADJUST WATER METER BOX TO GRADE		4	EA	$800.00	$3,200.00
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		2	EA	$800.00	$1,600.00
600	-	0001	FLOWABLE FILL		8	CY	$300.00	$2,400.00
670	-	1060	WATER MAIN, 6 IN, DIP	6"	10	LF	$80.00	$800.00
670	-	1120	WATER MAIN, 12 IN, DIP	12"	423	LF	$160.00	$67,680.00
670	-	1600	CUT & PLUG OR REMOVE EXISTING WATERMAIN		2	EA	$8,000.00	$16,000.00
670	-	1900	INLINE PLUG		1	EA	$2,000.00	$2,000.00
670	-	2500	INSERT VALVE (12" DIA)	If Reqd.	1	EA	$25,000.00	$25,000.00
670	-	2120	GATE VALVE, 12 IN	12"	2	EA	$12,000.00	$24,000.00
670	-	2002	VALVE MARKER		1	EA	$50.00	$50.00
670	-	3169	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	16 IN x 12 IN	1	EA	$16,000.00	$16,000.00
670	-	3108	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	10 IN x 10 IN	1	EA	$10,000.00	$10,000.00
670	-	4000	FIRE HYDRANT	W/6" GV	1	EA	$7,500.00	$7,500.00
670	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	50	LF	$30.00	$1,500.00
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	50	LF	$45.00	$2,250.00
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	50	LF	$55.00	$2,750.00
670	-	9710	RELOCATE EXISTING FIRE HYDRANT	If Reqd.	1	EA	$2,500.00	$2,500.00
670	-	9720	RELOCATE EXISTING WATER VALVE, INC BOX	If Reqd.	1	EA	$1,200.00	$1,200.00
670	-	9730	RELOCATE EXISTING WATER METER, INC BOX		1	EA	$1,200.00	$1,200.00
670	-	9920	REMOVE EXISTING FIRE HYDRANT	If Reqd.	1	EA	$1,000.00	$1,000.00
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.					**$193,005.00**
			Task Allowance: (As designated by Fulton County Project Manager) 20%					$38,601.00
			TOTAL COST					**$231,606.00**

STANDARD ROADSIDE SIGNS

STATION	OFFSET	SIDE	INSTL NO	SIGN CODE	HIGHWAY SIGNS TP 1 MATL, REFL SHEETING TP 9 W	X	H	QTY	FT²	HIGHWAY SIGNS TP 2 MATL, REFL SHEETING TP 9 W	X	H	QTY	FT²	HIGHWAY SIGNS TP MATL, REFL SHEETING TP 11 W	X	H	QTY	FT²	GALVANIZED STEEL POSTS QUANTITY	TYPE 7 LENGTH (M)	TYPE 7 TOTAL LENGTH (M) FEET
Cox Road																						
101+50.00	15.00	RT	1	W2-5											30	X	30	1	7.00	1	15.0	15.0
				W13-1P											18	X	12	1	3.00			
102+20.00	22.42	LT	2	R2-1											24	X	30	1	5.00	1	12.5	12.5
				R5-2											24	X	24	1	4.00	1		
102+45.12	16.10	RT	3	W2-8											30	X	30	1	7.00	1	15.0	15.0
				W13-1P											18	X	15	1	3.00			
102+66.29	6.66	CL	4	R4-7	24	X	30	1	5.00											1	12.5	12.5
103+43.19	3.50	RT	5	R1-2											36	X	*	1	3.90	1	12.5	12.5
103+44.31	5.24	LT	6	DI-1D						28	X	8	1	2.01						2	12.0	24.0
103+79.00	4.00	RT	7	R8-1	36	X	12	1	3.00											1	11.0	11.0
104+47.32	26.98	RT	8	R1-2											36	X	*	1	3.90	1	12.5	12.5
200+35.77	12.60	LT	9	R8-1	36	X	12	1	3.00											1	11.0	11.0
200+40.74	25.68	LT	10	R1-2											36	X	*	1	3.90	1	12.5	12.5
200+55.70	9.50	RT	11	DI-1D						28	X	8	1	2.01						2	12.0	24.0
200+96.47	8.94	LT	12	R1-2											36	X	*	1	3.90	1	12.5	12.5
201+08.55	5.00	CL	13	R4-7	24	X	30	1	5.00											1	12.5	12.5
201+32.41	27.00	RT	14	R1-2											36	X	30	1	3.90	1	12.5	12.5
201+63.50	28.61	LT	15	W2-5											30	X	30	1	7.00	1	15.0	15.0
				W13-1P											18	X	15	1	3.00			
202+50.00	17.63	LT	16	W2-8											30	X	30	1	7.00	1	15.0	15.0
				W13-1P											18	X	15	1	3.00			
King Road																						
201+00.00	14.00	RT	17	W2-5											30	X	30	1	7.00	1	15.0	15.0
				W13-1P											18	X	15	1	3.00			
202+45.20	28.30	RT	17	W2-8											30	X	30	1	7.00	1	15.0	15.0
				W13-1P											18	X	15	1	3.00			
203+01.76	6.66	CL	19	R4-7	24	X	30	1	5.00											1	12.5	12.5
203+42.33	4.23	RT	20	R1-2											36	X	*	1	3.90	1	12.5	12.5
203+43.59	8.81	LT	21	DI-1D						32	X	8	1	1.75						2	12.0	24.0
203+52.22	25.54	RT	22	R1-2											36	X	*	1	3.90	1	12.5	12.5
203+60.29	19.67	RT	23	R8-1	36	X	12	1	3.00											1	11.0	11.0
				TOTAL	6			24					3	6				21	97	23		334

REMOVE AND RESET SIGNS

STATION REMOVAL	STATION RESET	QUANTITY
COX ROAD		
102+28.90	22.42 LT	1
103+33.88	24.12 LT	1
200+58.42	19.97 RT	1
TOTAL		3

PAVEMENT MARKING QUANTITIES

DESCRIPTION	TRAFFIC STRIPE: 6 INCH TRAFFIC STRIPING WHITE SOLID	6 INCH TRAFFIC STRIPING YELLOW SOLID	WHITE SKIP 10'	HATCHING YELLOW	WORD TP 15
ROAD NAME	LF	LF	GLF	SY	EA
COX ROAD	1010	272	60	307	2
KING ROAD	452	125	27	76	1
TOTALS	1400	485	87	788	3

RIGHT OF WAY MARKERS

EA
10.00

WATER MAIN INSTALLATION QUANTITIES

PAY ITEM #		ITEM	SIZE	QUANTITY	UNIT
171	- 9030	TEMPORARY SILT FENCE, TYPE C		500	LF
441	0104	CONC SIDEWALK 4 IN	4" thick if req	10	SY
500	9001	CLASS AA CONCRETE, HFS (500-9001)		5	CY
611	8120	ADJUST WATER METER BOX TO GRADE		4	EA
611	- 8140	ADJUST WATER VALVE BOX TO GRADE		2	EA
600	0001	FLOWABLE FILL		8	CY
670	- 1060	WATER MAIN, 6 IN, DIP	6"	10	LF
670	- 1120	WATER MAIN, 12 IN, DIP	12"	423	LF
670	- 1600	CUT & PLUG OR REMOVE EXISTING WATERMAIN		2	EA
670	1900	INLINE PLUG		1	EA
670	- 2500	INSERT VALVE (12" DIA)	If Reqd.	1	EA
670	- 2120	GATE VALVE, 12 IN	12"	2	EA
670	2002	VALVE MARKER		1	EA
670	- 8169	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	16 IN x 12 IN	1	EA
670	3108	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	10 IN x 10 IN	1	EA
670	- 4000	FIRE HYDRANT	W/6" GV	1	EA
670	- 5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	50	LF
670	- 5010	WATER SERVICE LINE, 1 IN	1-inch	50	LF
670	- 5020	WATER SERVICE LINE, 2 IN	2-inch	50	LF
670	- 9710	RELOCATE EXISTING FIRE HYDRANT	If Reqd.	1	EA
670	- 9720	RELOCATE EXISTING WATER VALVE, INC BOX	If Reqd.	1	EA
670	- 9730	RELOCATE EXISTING WATER METER, INC BOX		1	EA
670	- 9920	REMOVE EXISTING FIRE HYDRANT	If Reqd.	1	EA

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REVISION DATES

SUMMARY QUANTITIES
COX ROAD ROUNDABOUT
AT KING ROAD

DRAWING No. 06-0002

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UTILITY LINECODES

	EXISTING	TO BE REMOVED	PROPOSED	TYPE OF UTILITY
OVERHEAD	E	E	E	ELECTRIC
	E-T	E-T	E-T	ELECTRIC/TELECOMMUNICATIONS
	E-TV	E-TV	E-TV	ELECTRIC/CABLE TV
	E-T-TV	E-T-TV	E-T-TV	ELECTRIC/TELECOMMUNICATIONS/CABLE TV
	GW	GW	GW	GUY WIRE
	T	T	T	TELECOMMUNICATIONS
	T-TV	T-TV	T-TV	TELECOMMUNICATIONS/CABLE TV
	TV	TV	TV	CABLE TV
UNDERGROUND	E	E	E	ELECTRIC
	T	T	T	TELECOMMUNICATIONS
	TV	TV	TV	CABLE TV
	W	W	W	WATER
	**W	**W	**W	WATER FOR LABELED PIPE SIZES
	NW	NW	NW	NON-POTABLE WATER
	**NW	**NW	**NW	NON-POTABLE WATER FOR LABELED PIPE SIZES
	STM	STM	STM	STEAM
	**STM	**STM	**STM	STEAM FOR LABELED PIPE SIZES
	SS	SS	SS	SANITARY SEWER WITH FLOW DIRECTION
	**SS	**SS	**SS	SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES
	SFM	SFM	SFM	SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION
	G	G	G	GAS
	**G	**G	**G	GAS FOR LABELED PIPE SIZES
	P	P	P	PETROLEUM
	**P	**P	**P	PETROLEUM FOR LABELED PIPE SIZES

UTILITY SYMBOLS

EXISTING	PROPOSED	TEMPORARY		EXISTING	PROPOSED	TEMPORARY	
			UTILITY POLE/GUY POLE				WATER VALVE
			VENT				WATER VALVE MARKER
			GUY ANCHOR				WATER METER
			LIGHT POLE				WATER MANHOLE
			ELECTRIC MANHOLE				FIRE HYDRANT ASSEMBLY (INCLUDES ASSOCIATED VALVE)
			ELECTRIC HAND HOLE				BACKFLOW PREVENTER
			TRANSFORMER				PRESSURE INDICATOR VALVE
			ELECTRIC METER				AIR RELEASE VALVE
			ELECTRIC LINE MARKER U/G				WATER VAULT
			ELECTRIC BOX				STAND PIPE
			ELECTRIC YARD LIGHT POLE				WATER LINE MARKER U/G
			TRANSMISSION TOWER				CLEANOUT
							SANITARY SEWER MANHOLE
			TELECOMMUNICATIONS MANHOLE				AIR RELEASE VALVE
			TELECOMMUNICATIONS HANDHOLE				GREASE TRAP
			TELECOMMUNICATIONS PEDESTAL				SANITARY SEWER FORCE MAIN LINE MARKER U/G
			TELECOMMUNICATIONS LINE MARKER U/G				SANITARY SEWER FORCE MAIN VALVE
			SPLICE BOX				SANITARY SEWER FORCE MAIN VALVE MARKER
			SUBCARRIER LOOP CARRIER (AKA "SLICK")				GAS YARD LIGHT POLE
			PHONE BOOTH				GAS VALVE
			TELECOMMUNICATIONS CABINET				GAS VALVE MARKER
			CABLE TV CABINET				GAS METER
			CABLE TV MANHOLE				GAS MANHOLE
			CABLE TV HANDHOLE				GAS PRESSURE REGULATOR
			CABLE TV PEDESTAL				GAS VAULT
			CABLE TV LINE MARKER U/G				GAS TEST STATION
			SATELLITE DISH				GAS LINE MARKER U/G
							PETROLEUM LINE MARKER U/G
							PETROLEUM VALVE
							PETROLEUM VALVE MARKER

APPLICABLE WATER & SEWER STANDARD DETAILS

FULTON COUNTY DETAIL NO.	DESCRIPTION
101	UTILITY LOCATION UNDERGROUND UTILITY WITH REUSE, TYPICAL SECTION
102	CONDUIT LOCATION FOR UNDERGROUND UTILITIES COMBINATION SEWER EASE
103	ALLOWABLE TRENCH WIDTHS WATER MAINS
105	STRUCTURE ADJUSTMENT
108	TRENCH TERMINOLOGY
109	PAVEMENT CUT REPAIRS TYPE A, B, & C
111	BRICK MANHOLE DETAIL AND MANHOLE FRAME COVER
111A	LANDSCAPE AND PAVEMENT MANHOLE FRAME AND COVERS
115	STANDARD SEWER MANHOLES PRECAST CONCRETE
117	PIPE SEWER DATA PVC PIPE INSTALLATION
303	TYPICAL SECTION (CUL-DE-SAC)
319	CENTER ISLAND
401	SANITARY SEWER TYPICAL RIP-RAP CHANNEL PIPE CROSSING
605	LARGE METERS AND VAULT
701	GREASE/SOLIDS/OIL INTERCEPTOR 4 TANKS IN SERIES
707	SERVICE CONNECTION ON NEW SEWERS
709	SERVICE CONNECTION CLEANOUT
711	SEWER LATERAL INSTALLATION DETAILS FOR CURB STREETS
712	CROSSING ABOVE EXISTING SANITARY SEWER PIPE
713	DOGHOUSE MANHOLE DETAIL
801	3/4" & 5/8" METER INSTALLATION
802	1" METER INSTALLATION
805	LARGE METERS AND VAULT
806	3/4" - 1" METER SETTING SHORT AND LONG SIDES
810	DOUBLE CHECK VALVE ASSEMBLY
813	WATER METER INSTALLATION & 3/4" COPPER SERVICE WATER VALVE MARKERS
814	HYDRANT LOCATION DETAIL FOR CURB AND GUTTER STREETS
815	FIRE HYDRANT STREET UNCURBED
820	WATER MAIN TERMINATION
826	WATER SAMPLING STATION
827	WATER METER MANIFOLD DETAIL FOR TOWNHOUSE DEVELOPMENTS
828	SAN. SEWER CLEANOUT COVER FOR USE IN RES. DRIVEWAYS AND SIDEWALKS
829	AUTO BLOW OFF FLUSH STATION
830	WATER METER LAYOUT FOR TOWNHOUSE DEVELOPMENTS W/O LOTS
831	4-INCH FIRE METER LAYOUT

SEE FULTON COUNTY GA STANDARDS AND DETAILS AT:
https://www.fultoncountyga.gov/services/water-services/view-construction-standard-details

-RELOCATION OF UTILITIES SHALL BE COORDINATED BY CONTRACTOR.

-LOCATIONS OF UTILITIES SHOWN ON THESE PLANS ARE BASED ON EARLY COORDINATION BY THE CITY. ACTUAL FIELD LOCATIONS TO BE DETERMINED BY CONTRACTOR AND UTILITY COMPANY.

-THE RELOCATION OF UTILITIES SHOWN ON THE FOLLOWING UTILITY PLANS ARE A RESULT OF THE DESIGNER'S COORDINATION OF UTILITIES; THESE UTILITY RELOCATIONS HAVE NOT BEEN DESIGNED BY THE PROJECT'S ENGINEER OF RECORD.

-CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER AND SEWER RELOCATIONS AND ADJUSTMENTS SHOWN IN THE PLANS.

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Contact 811 before you dig.

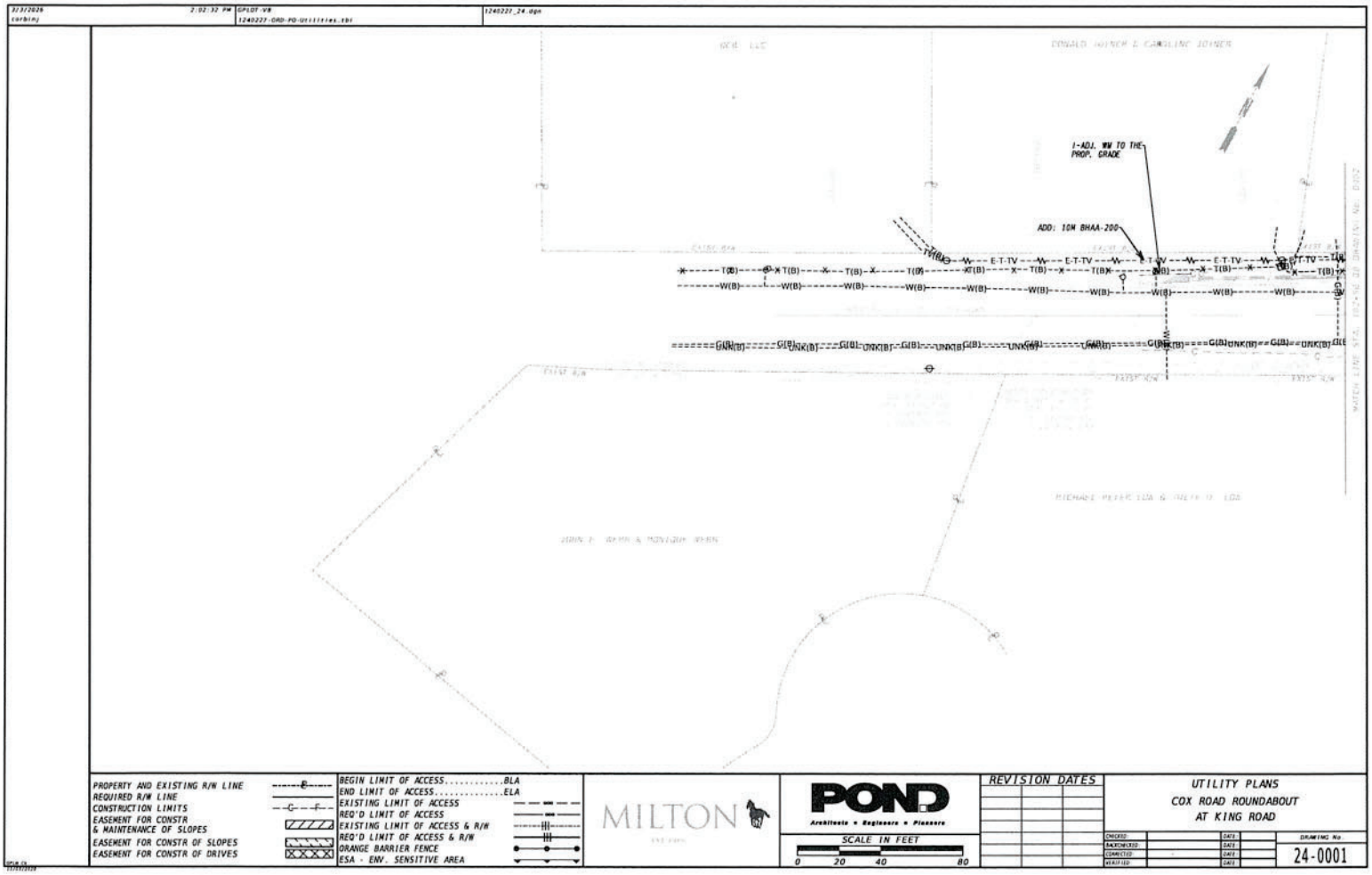
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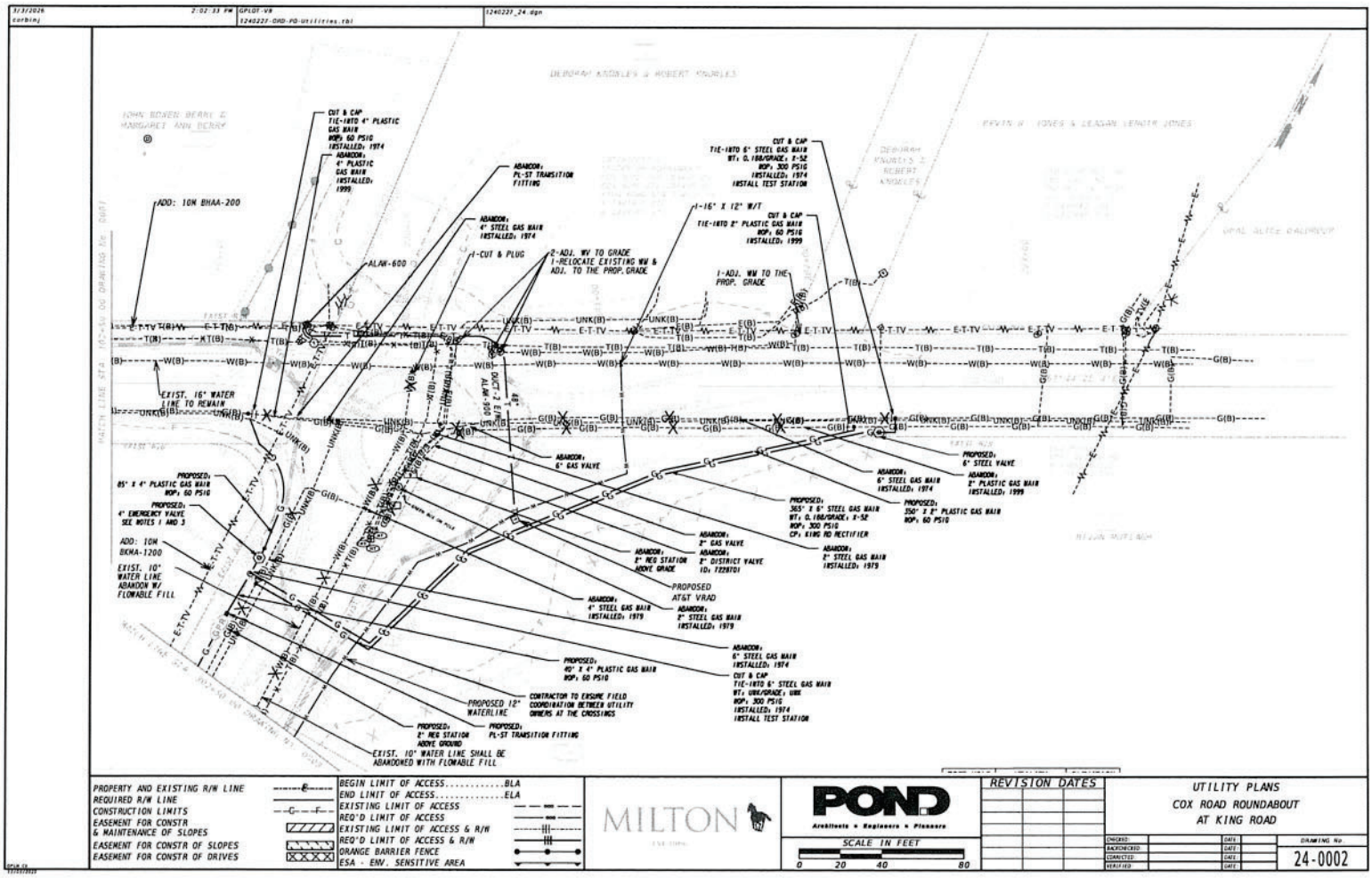
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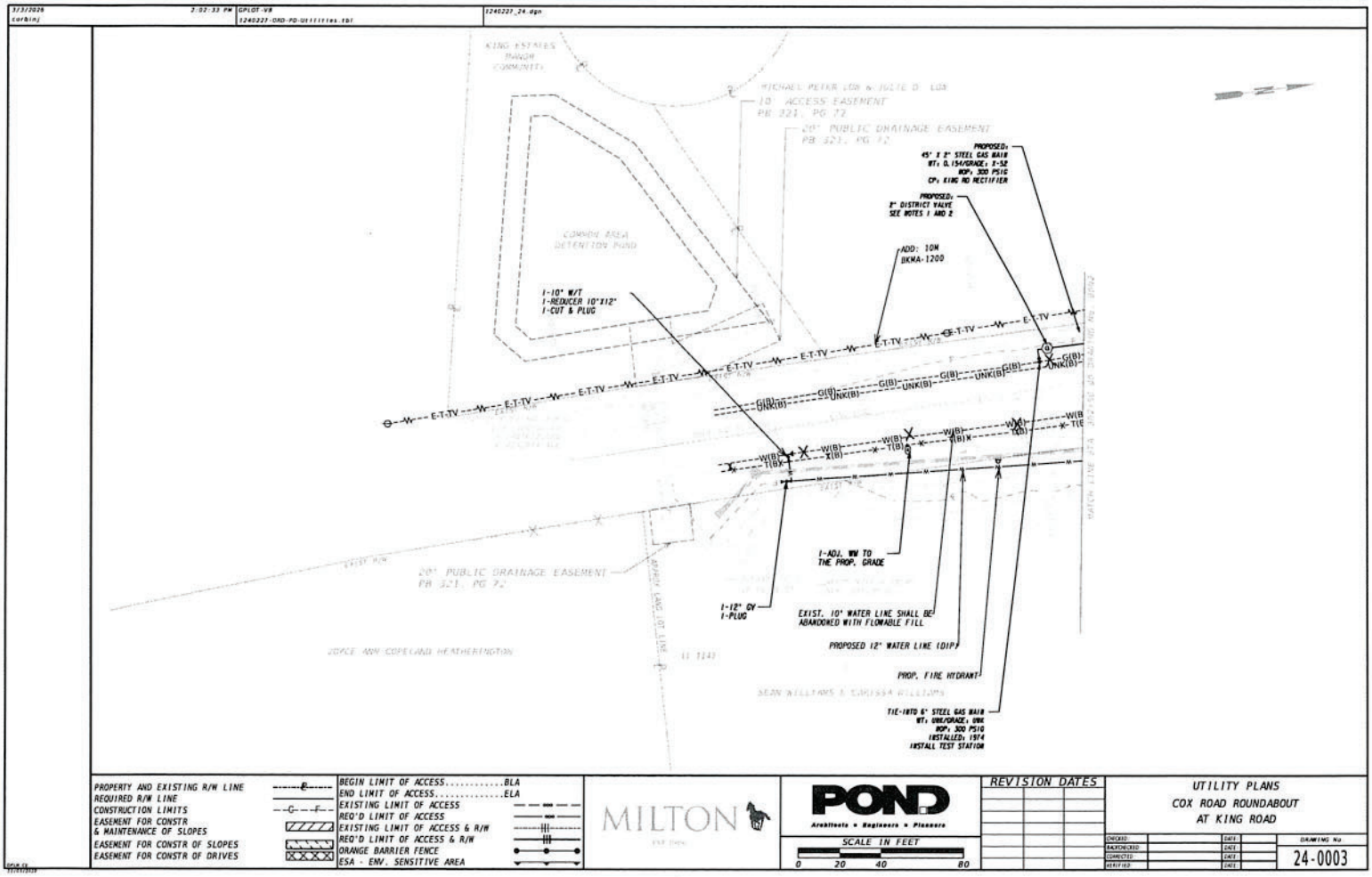
REVISION DATES

UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD

		DATE	
DRAWN BY:			DRAWING No.
BACKCHECKED		DATE	
CORRECTED		DATE	24-0000
VERIFIED		DATE	


1-ADJ. MH TO THE PROP. GRADE
ADD: 10M BHAA-200
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
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REVISION DATES
UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD
DRAWING No
24-0001


CUT & CAP TIE-INTO 4" PLASTIC GAS MAIN MOP: 60 PSIG INSTALLED: 1974
ABANDON: 4" PLASTIC GAS MAIN INSTALLED: 1999
ABANDON: PL-ST TRANSITION FITTING
ADD: 10M BHAA-200
ABANDON: 4" STEEL GAS MAIN INSTALLED: 1974
ALAW-600
1-CUT & PLUG
2-ADJ. WV TO GRADE 1-RELOCATE EXISTING WM & ADJ. TO THE PROP. GRADE
CUT & CAP TIE-INTO 6" STEEL GAS MAIN WT: 0.188/GRADE: X-52 MOP: 300 PSIG INSTALLED: 1974 INSTALL TEST STATION
1-16" X 12" W/T
CUT & CAP TIE-INTO 2" PLASTIC GAS MAIN MOP: 60 PSIG INSTALLED: 1999
1-ADJ. WM TO THE PROP. GRADE
EXIST. 16" WATER LINE TO REMAIN
ABANDON: 6" GAS VALVE
PROPOSED: 85" X 4" PLASTIC GAS MAIN MOP: 60 PSIG
PROPOSED: 4" EMERGENCY VALVE SEE NOTES 1 AND 3
ADD: 10M BKMA-1200
EXIST. 10" WATER LINE ABANDON W/ FLOWABLE FILL
ABANDON: 2" REG STATION ABOVE GRADE
ABANDON: 2" DISTRICT VALVE ID: TZ28101
ABANDON: 2" GAS VALVE
ABANDON: 4" STEEL GAS MAIN INSTALLED: 1979
PROPOSED AT&T VRAD
ABANDON: 2" STEEL GAS MAIN INSTALLED: 1979
ABANDON: 2" STEEL GAS MAIN INSTALLED: 1979
PROPOSED: 6" STEEL VALVE
ABANDON: 6" STEEL GAS MAIN INSTALLED: 1974
ABANDON: 2" PLASTIC GAS MAIN INSTALLED: 1999
PROPOSED: 365' X 6" STEEL GAS MAIN WT: 0.188/GRADE: X-52 MOP: 300 PSIG CP: KING RD RECTIFIER
PROPOSED: 350' X 2" PLASTIC GAS MAIN MOP: 60 PSIG
ABANDON: 6" STEEL GAS MAIN INSTALLED: 1974
CUT & CAP TIE-INTO 6" STEEL GAS MAIN WT: UNK/GRADE: UNK MOP: 300 PSIG INSTALLED: 1974 INSTALL TEST STATION
PROPOSED: 40' X 4" PLASTIC GAS MAIN MOP: 60 PSIG
CONTRACTOR TO ENSURE FIELD COORDINATION BETWEEN UTILITY OWNERS AT THE CROSSINGS
PROPOSED 12" WATERLINE
PROPOSED: 2" REG STATION ABOVE GROUND
PROPOSED: PL-ST TRANSITION FITTING
EXIST. 10" WATER LINE SHALL BE ABANDONED WITH FLOWABLE FILL
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
MILTON
POND
Architects • Engineers • Planners
SCALE IN FEET
0 20 40 80
REVISION DATES
UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD
DRAWING No.
24-0002



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

MILTON

POND
Architects • Engineers • Planners

SCALE IN FEET
0 20 40 80

REVISION DATES

UTILITY PLANS
COX ROAD ROUNDABOUT
AT KING ROAD

DRAWING No. 24-0003

Cox Road Roundabout At Kings Road - City of Milton

WATER MAIN INSTALLATION QUANTITIES & COST ESTIMATE

PAY ITEM #			ITEM	SIZE	QUANTITY	UNIT	Unit Cost	AMOUNT
171	-	0030	TEMPORARY SILT FENCE, TYPE C		500	LF	$6.00	$3,000.00
441	-	0104	CONC SIDEWALK 4 IN	4" thick if req.	10	SY	$50.00	$500.00
500	-	3001	CLASS AA CONCRETE, HES (500-3001)		5	CY	$175.00	$875.00
611	-	8120	ADJUST WATER METER BOX TO GRADE		4	EA	$800.00	$3,200.00
611	-	8140	ADJUST WATER VALVE BOX TO GRADE		2	EA	$800.00	$1,600.00
600	-	0001	FLOWABLE FILL		8	CY	$300.00	$2,400.00
670	-	1060	WATER MAIN, 6 IN, DIP	6"	10	LF	$80.00	$800.00
670	-	1120	WATER MAIN, 12 IN, DIP	12"	423	LF	$160.00	$67,680.00
670	-	1600	CUT & PLUG OR REMOVE EXISTING WATERMAIN		2	EA	$8,000.00	$16,000.00
670	-	1900	INLINE PLUG		1	EA	$2,000.00	$2,000.00
670	-	2500	INSERT VALVE (12" DIA)	If Reqd.	1	EA	$25,000.00	$25,000.00
670	-	2120	GATE VALVE, 12 IN	12"	2	EA	$12,000.00	$24,000.00
670	-	2002	VALVE MARKER		1	EA	$50.00	$50.00
670	-	3169	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	16 IN x 12 IN	1	EA	$16,000.00	$16,000.00
670	-	3108	TAPPING SLEEVE & VALVE ASSEMBLY (or Straight)	10 IN x 10 IN	1	EA	$10,000.00	$10,000.00
670	-	4000	FIRE HYDRANT	W/6" GV	1	EA	$7,500.00	$7,500.00
670	-	5620	WATER SERVICE LINE, 3/4 IN	3/4-inch	50	LF	$30.00	$1,500.00
670	-	5010	WATER SERVICE LINE, 1 IN	1-inch	50	LF	$45.00	$2,250.00
670	-	5020	WATER SERVICE LINE, 2 IN	2-inch	50	LF	$55.00	$2,750.00
670	-	9710	RELOCATE EXISTING FIRE HYDRANT	If Reqd.	1	EA	$2,500.00	$2,500.00
670	-	9720	RELOCATE EXISTING WATER VALVE, INC BOX	If Reqd.	1	EA	$1,200.00	$1,200.00
670	-	9730	RELOCATE EXISTING WATER METER, INC BOX		1	EA	$1,200.00	$1,200.00
670	-	9920	REMOVE EXISTING FIRE HYDRANT	If Reqd.	1	EA	$1,000.00	$1,000.00
			Note: All pipe fittings & accessories shall be included with pipe (LF) price.					**$193,005.00**
			Task Allowance: (As designated by Fulton County Project Manager) 20%					$38,601.00
			TOTAL COST					**$231,606.00**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0410 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval to close-out contract - Public Works Department, 18RFP1032018K-DJ, Membrane System for Big Creek Water Reclamation Facility Expansion in an amount not to exceed $48,166.03 with Kubota Membrane, USA (Grapevine, TX) to cover interest accrued while the project retainage was being held. This is a project closeout change order. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
In accordance with Purchasing Code Section 102-416(g), the purpose of the closeout process is to verify that both parties to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods and services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all county furnished equipment and material has been returned; and final payment has been made.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
Yes

Summary & Background: The Membrane Bioreactor (MBR) treatment process was selected for the Big Creek Water Reclamation Facility's expansion from 24 MGD to 32 MGD. A competitive RFP process led to the BOC awarding this project to Kubota Membrane, USA during the October 7, 2020 meeting as Agenda Item No. 20-0709. The membrane product and associated system was

successfully installed and is being used in the daily operations of the Big Creek WRF. Kubota Membrane USA has met the County's expectations.

Scope of Work: The scope of work for this project has not been amended and the work of designing, installing, and operating the membrane filters has been completed. This item addresses only the interest earned by Fulton County that is payable to the vendor while retainage was being held by Fulton County. As typically occurs on large construction projects, the Public Works Department withholds a portion of the invoice submitted by the vendor, as retainage, in case the vendor fails to complete the job. Over the course of the Big Creek membrane project, Fulton County withheld $1,061,685.00 in retainage from Kubota. Once the project was completed, this amount was paid to Kubota on April 14, 2026. Based on the accrued interest on this retainage, the Public Works Department agrees that $170,166.03 was earned in interest during the project. The current spending authority is short by $48,166.03 to cover this final interest payment. Approval of this item will grant the Public Works Department the authority to pay the remaining balance and close out the project.

Community Impact: This action has no direct impact to the community

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

Project Implications: Approval of this item will allow the Department to make final payment to the vendor and to bring this project to a close.

Community Issues/Concerns: No community issues or concerns were brought to the attention of the Public Works Department.

Department Issues/Concerns: No issues or concerns have been raised by the Department.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0709	10/7/2020	$21,233,700.00
1st Renewal			$.00
2nd Renewal			$.00
Increase Spending Authority			**$48,166.03**
Total Revised Amount			$21,281,866.03

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

Contract Value: **$48,166.03**

Prime Vendor: **Kubota Membrane USA Corporation**
Prime Status: **Non-Minority**
Location: **Grapevine, TX**
County: **Tarrant County** .
Prime Value: **$48,166.03 or 100.00%**

Agenda Item No.: 26-0410 **Meeting Date:** 7/15/2026

Total Contract Value: $48,166.03 or 100.00%
Total Certified Value: $-0-

Exhibits Attached

Exhibit 1: Cost Breakdown

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

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

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount:	$21,233,700.00
Previous Adjustments:	$0.00
This Request:	$48,166.03
TOTAL:	$21,281,866.03

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-S157: Water & Sewer R&E, Public Works, Big Creek Plant Expansion

Key Contract Terms	
Start Date:	**End Date:**
Cost Adjustment:	**Renewal/Extension Terms**:

Overall Contractor Performance Rating: No CPR

Would you select/recommend this vendor again?
Yes

Agenda Item No.: 26-0410 **Meeting Date:** 7/15/2026

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

KUBOTA INTEREST CALCULATIONS

Month	Retainage Balance	APY	Interest
4/1/2022	$ 81,749.75	0.34	$ 23.16
5/1/2022	$ 116,785.35	1.08	$ 105.11
6/1/2022	$ 116,785.35	1.56	$ 151.82
7/1/2022	$ 160,184.10	2.13	$ 284.33
8/1/2022	$ 207,729.45	2.37	$ 410.27
9/1/2022	$ 396,836.81	2.87	$ 949.10
10/1/2022	$ 626,090.03	3.58	$ 1,867.84
11/1/2022	$ 626,090.03	3.92	$ 2,045.23
12/1/2022	$ 796,811.02	4.2	$ 2,788.84
1/1/2023	$ 796,811.02	4.49	$ 2,981.40
2/1/2023	$ 1,053,966.27	4.58	$ 4,022.64
3/1/2023	$ 1,077,360.07	4.75	$ 4,264.55
4/1/2023	$ 1,077,360.07	5	$ 4,489.00
5/1/2023	$ 1,077,360.07	5.12	$ 4,596.74
6/1/2023	$ 1,077,360.07	5.21	$ 4,677.54
7/1/2023	$ 1,077,360.07	5.36	$ 4,812.21
8/1/2023	$ 1,077,360.07	5.36	$ 4,812.21
9/1/2023	$ 1,266,283.74	5.37	$ 5,666.62
10/1/2023	$ 1,061,685.00	5.38	$ 4,759.89
11/1/2023	$ 1,061,685.00	5.39	$ 4,768.74
12/1/2023	$ 1,061,685.00	5.38	$ 4,759.89
1/1/2024	$ 1,061,685.00	5.39	$ 4,768.74
2/1/2024	$ 1,061,685.00	5.39	$ 4,768.74
3/1/2024	$ 1,061,685.00	5.37	$ 4,751.04
4/1/2024	$ 1,061,685.00	5.37	$ 4,751.04
5/1/2024	$ 1,061,685.00	5.37	$ 4,751.04
6/1/2024	$ 1,061,685.00	5.36	$ 4,742.19
7/1/2024	$ 955,516.50	5.33	$ 4,244.09
8/1/2024	$ 955,516.50	5.28	$ 4,204.27
9/1/2024	$ 955,516.50	5.2	$ 4,140.57
10/1/2024	$ 955,516.50	5.08	$ 4,045.02
11/1/2024	$ 955,516.50	4.9	$ 3,901.69
12/1/2024	$ 955,516.50	4.75	$ 3,782.25
1/1/2025	$ 955,516.50	4.55	$ 3,623.00
2/1/2025	$ 955,516.50	4.44	$ 3,535.41
3/1/2025	$ 955,516.50	4.3	$ 3,423.93
4/1/2025	$ 955,516.50	4.25	$ 3,384.12
5/1/2025	$ 955,516.50	4.2	$ 3,344.31
6/1/2025	$ 955,516.50	4.1	$ 3,264.68
7/1/2025	$ 955,516.50	4.05	$ 3,224.87
8/1/2025	$ 955,516.50	4.05	$ 3,224.87
9/1/2025	$ 955,516.50	4.05	$ 3,224.87
10/1/2025	$ 1,008,600.75	4.05	$ 3,404.03
11/1/2025	$ 1,008,600.75	4.05	$ 3,404.03
12/1/2025	$ 1,008,600.75	4.05	$ 3,404.03
1/1/2026	$ 1,008,600.75	4.05	$ 3,404.03
2/1/2026	$ 1,008,600.75	4.05	$ 3,404.03
3/1/2026	$ 1,008,600.75	4.05	$ 3,404.03
4/1/2026	$ 1,008,600.75	4.05	$ 3,404.03
Total			**$ 170,166.03**

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0411 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation (GDOT) to resurface Roswell Road (State Route 9) from Meadowbrook Drive to Abernathy Road in Fulton County, Project ID M006773. The project includes the adjustment of 58 sanitary sewer manholes and associated appurtenances within Fulton County. The estimated cost of the project is $174,000.00.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Georgia Const. Art. 9, § 3, ¶ I, provides that the County may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Further, O.C.G.A § 36-10-1 provides that “[a]ll official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.”

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☒
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background:

Agenda Item No.: 26-0411 **Meeting Date:** 7/15/2026

Scope of Work: The Georgia Department of Transportation (GDOT) is planning to resurface Roswell Road (State Route 9) from Meadowbrook Drive to Abernathy Road in Sandy Springs. As part of this project, 58 sanitary sewer manholes and associated appurtenances located within the existing Fulton County-owned sewer line right-of-way will need to be adjusted to the proposed grade. GDOT plans to bid the project by the end of 2026 and has requested execution of a Contract Item Agreement (CIA) with Fulton County. This agreement will allow GDOT to include the sewer manhole adjustments in their bid package. Fulton County will reimburse GDOT for the actual cost of the utility relocation work upon completion and acceptance of the bid. Sewer service is expected to remain largely uninterrupted during the construction period. Fulton County staff will be on-site during the sewer manhole adjustments to ensure the work is completed in accordance with County standards. The estimated cost for the relocation and installation of the impacted sewer infrastructure is $174,000.00, which has been budgeted through the Water & Sewer Fund and included in the 2026-2030 Capital Improvement Program.

Community Impact: The existing 8 inch sewer line serves various facilities along resurfacing Roswell Road (State Route 9) within Sandy Springs. The planned roadway resurfacing will impact several sewer manholes that provide critical service to developments in the area. Adjustment of these manholes is necessary to ensure uninterrupted service and to accommodate GDOT's construction activities.

Department Recommendation: The Department of Public Works believes the most cost-effective approach to completing the sewer manhole adjustments is to allow the Georgia Department of Transportation (GDOT) to include the work in their roadway project bid. Therefore, the Department recommends that Fulton County enter into a Contract Item Agreement (CIA) with GDOT.

Project Implications: The roadway resurfacing along resurface Roswell Road (State Route 9) will impact existing sewer manholes due to necessary storm structure modifications and changes in roadway grades. As a result, the sewer manholes must be adjusted to match the proposed roadway elevations. These adjustments are essential to maintaining sewer service in the area.

Community Issues/Concerns: Sewer service will be maintained throughout the construction period. However, temporary service interruptions may occur during the work. Impacted customers will be notified in advance.

Department Issues/Concerns: The Department of Public Works is not aware of any issues or concerns with the proposed CIA. Similar agreements between GDOT and Fulton County have proven effective on past projects.

Contract Modification:

New Procurement

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

Agenda Item No.: 26-0411 **Meeting Date:** 7/15/2026

The Georgia Department of Transportation (GDOT)

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

Exhibit A - CIA between GDOT and Fulton County-PI M006773 Agm Pkg

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

The Georgia Department of Transportation (GDOT)

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	
Previous Adjustments:	
This Request:	$174,000.00
TOTAL:	$174,000.00

Grant Information Summary

Amount Requested:
Match Required:
Start Date:
End Date:
Match Account $:

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

Fiscal Impact / Funding Source

Funding Line 1:

203-540-5400-I301 Water & Sewer Renewal and Extension Fund

Georgia Department of Transportation

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 12, 2026

Mr. Robb Pitts
Chairman
Fulton County Board of Commissioners
141 Pryor Street, SW
10th Floor
Atlanta, GA 30303

Subject: **Project No. N/A, Fulton County**
P.I. No. M006773
Contract Item Agreement Undated – Sewer Facilities

Dear Mr. Pitts:

In accordance with your request, the adjustment of Sewer facilities belonging to **Fulton County** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which **Fulton County** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **$174,000.00** of which the **Department** will bear **0% or $0.00** and **Fulton County will bear 100% or $174,000.00**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of **Fulton County** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of **Fulton County** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

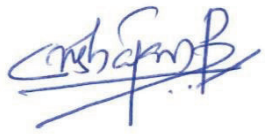
Also, please provide Fulton County's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify Fulton County in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that Fulton County pay the Department the revised amount

as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Paul DeNard, P.E., District 7 Engineer
Justin Willingham, E.I.T., District 7 Utilities Manager
Kevin Bailey, Maintenance Design Engineer
Frantz Boileau, Utilities Preconstruction Specialist

Account No. – Class: 733005-309
Department ID: 4848050000
Program No.: 4181501

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Fulton County
G.D.O.T. P.I. No.: M006773

THIS AGREEMENT, made this _____ , by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **Fulton County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to resurface State Route 9 from State Route 141 to Abernathy Road in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **sewer** facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **sewer** facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the LOCAL AGENCY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **$174,000.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **$0.00 or 0% and the LOCAL AGENCY shall bear $174,000.00 or 100%.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

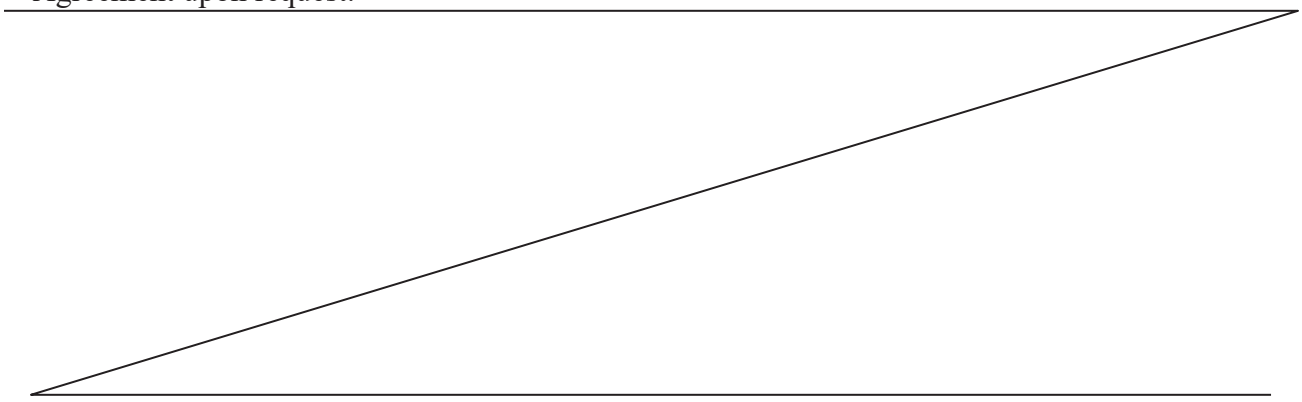
10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FULTON COUNTY

BY: _____
CHAIRMAN

APPROVED AS TO FORM

BY: _____
COUNTY ATTORNEY

Signed on behalf of Fulton County pursuant to resolution dated _____.
****
FEIN_____
****

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: FULTON
G.D.O.T. P.I. NO.: M006773
DATE: May 12, 2026 DB

Signed, sealed and delivered this _____ day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY:_____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

RESOLUTION

STATE OF GEORGIA

FULTON COUNTY

BE IT RESOLVED by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, FULTON COUNTY, P.I. No. M006773 project to resurface State Route 9 from State Route 141 to Abernathy Road in Fulton County and that Mr. Robb Pitts as Chairman and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY.

Passed and adopted, this the _____ day of _____, 20___.

ATTEST:

_____ BY:_____

COMMISSION CLERK CHAIRMAN

APPROVED AS TO FORM:

BY: _____

COUNTY ATTORNEY

STATE OF GEORGIA,

FULTON COUNTY

I _____ , as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the CHAIRMAN AND BOARD of COMMISSIONERS of FULTON COUNTY WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY:_____

COMMISSION CLERK

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FULTON COUNTY
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. M006773, FULTON COUNTY, TO RESURFACE STATE ROUTE 9 FROM STATE ROUTE 141 TO ABERNATHY ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) | Date of Authorization

_____

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

_____ _____

Printed Name (of Authorized Officer or Agent of Contractor) | Title (of Authorized Officer or Agent of Contractor)

_____ _____

Signature (of Authorized Officer or Agent) | Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

_____ [NOTARY SEAL]

Notary Public

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

_____
Signature of Authorized Officer or Agent

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

Form Date - May 10, 2024

Cost Estimate M006773 - SR9 FROM SR141 TO ABERNATHY-Fulton County Water and Sewer

Pay Item and Description	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs				
			Orig Plan Total Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost
ITEM NO. Description (Item Number)		UNITS			$ -		$ -	0			$ -	$ -	$ -
611-8050 ADJUST MANHOLE TO GRADE(611-8050)	Adjust to grade	EA	58	$ 3,000.00	$ 174,000.00		$ -	3000				$ -	
	* Task Allowance	Unit	0	$ -	$ -		$ -	0			$ -	$ -	$ -
					$ -		$ -	0			$ -	$ -	$ -
					$ -		$ -	0			$ -	$ -	$ -

0.00%	**Notes: No extra payment shall be made for Road saw-cut, Asphalt removing, Grading & Traffic control. All above shall be consider line items for waterline installation. Fulton County Project Manager to oversee the Project for proposed waterline installation. *Task allowance shall be approved by Fulton County Project Manager.**	TOTAL EST In-Kind $ 174,000.00	TOTAL Betterment EST $ -		TOTAL Actual Bid Cost #REF!	TOTAL Actual In-Kind Bid Cost $ -	TOTAL Actual Betterment Bid Cost $ -
UTILITY OWNER SHARE 100.00%		NON-REIMBURSIBLE / FACILITY OWNER SHARE $ 174,000.00	TOTAL ESTIMATE IN-KIND & BETTERMENT $ 174,000.00		TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER #REF!	TOTAL BID COST IN-KIND & BETTERMENT $ -	
		REIMBURSIBLE / GDOT SHARE $ -	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ 174,000.00		TOTAL BID COST / REIMBURSIBLE/ GDOT SHARE $ -	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT #REF!	

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0412 **Meeting Date:** 7/15/2026

Department
Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of an Intergovernmental Agreement between the City of Alpharetta, Georgia, and Fulton County, Georgia, to clarify the roles and responsibilities for maintenance of the roadways and water infrastructure within The Continuum development.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*
Pursuant to GA CONST Art. 9, § 3, ¶ I, a county may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services. Further, O.C.G.A. § 36-10-1 provides that all official contracts entered into by the County governing authority with others on behalf of the County shall be in writing and entered on its minutes.

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

Commission Districts Affected
All Districts ☐
District 1 ☐
District 2 ☒
District 3 ☐
District 4 ☐
District 5 ☐
District 6 ☐

Is this a purchasing item?
No

Summary & Background

Scope of Work: This agreement delineates the City and County responsibilities for the water system infrastructure that will be installed under paved roadways in The Continuum development in the City of Alpharetta. Typically, water infrastructure is not installed below roadways to allow for easier access to the water mains during times of maintenance. However, for this case, at the City's request the design of the development requires the water mains to be located within the roadway.

This agreement limits the County's responsibility for repairs to the County's water infrastructure, stabilization and backfill of any required excavation, and a concrete cap finished at the roadway subgrade level. All other repairs of the roadway and environs shall be the responsibility of the City of Alpharetta.

This IGA has been executed by the City of Alpharetta on June 22, 2026.

This Intergovernmental Agreement between the City of Alpharetta and Fulton County defines performance responsibilities of both parties until December 31, 2076, unless the IGA is terminated by either party.

Community Impact: Through implementation of this agreement, the County supports the City's desire to improve the live-work environment of its citizens by promoting more concentrated residential and commercial areas and providing greater open space and green space in the community.

Department Recommendation: The Department of Public Works recommends approval of the Intergovernmental Agreement with the City of Alpharetta.

Project Implications: Failure to implement this agreement may cause the County to incur significant expenses for repairs required from potential failures of water infrastructure within paved roadways in The Gatherings Development.

Community Issues/Concerns: Public Works staff is not aware of any community issues/concerns.

Department Issues/Concerns: Public Works staff is not aware of any issues/concerns. This type of agreement has been implemented in a few other developments in Alpharetta without issue.

INTERGOVERNMENTAL AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, AND THE CITY OF ALPHARETTA, GEORGIA, FOR COORDINATED WATER UTILITY OPERATION AND MAINTENANCE WITHIN PRIVATE ROADWAYS AND ENVIRONS AT THE CONTINUUM ALPHARETTA DEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of _____day of _____2026, by and between **CITY OF ALPHARETTA, GEORGIA** (hereinafter the "CITY"), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** (hereinafter the "COUNTY"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the CITY or the COUNTY and the term "Parties" refers to both the CITY and the COUNTY.

WHEREAS, the CITY desires to improve the live/work environment of its citizens by promoting more concentrated residential and commercial areas and providing greater community open and green space; and

WHEREAS, the CITY, by promoting such concentrated development recognizes that utilities will be required to be located in The Continuum Alpharetta Development, a 52-acre mixed-use master planned development located at the intersection of Westside Parkway and Windward Parkway, Alpharetta, Georgia (the "Development"), in areas including below paved roadways not previously permitted due to the greater expense for repairs required from potential failures of the utilities such as the potable water system (see the project Site Plan attached hereto as "Exhibit A"); and

WHEREAS, the CITY realizes such developments will result in significantly increased property values and associated general fund tax revenue; and

WHEREAS, the CITY realizes that such utilities experience failures from time to time from both natural and man-made causes; and

WHEREAS, the COUNTY does not wish the additional risk associated with failures of such utilities placed below paved roadway areas in the Development, as depicted on Exhibit A, to become the responsibility of the abutting private property owners or the owners of other underground utilities; and

WHEREAS, the COUNTY is the water utility owner and provides potable water for domestic and fire protection use to the property owners in the Development; and

WHEREAS, the COUNTY has the facilities, equipment and staff to diligently and rapidly make repairs to its water system when failures occur; and

WHEREAS, the CITY maintains the public roadways in the Development and has the facilities, equipment

and staff to diligently and rapidly make repairs to its paved roadways when failures occur; and

WHEREAS, the COUNTY does not own or operate any paved roadways in the Development, and does not have adequate facilities, equipment or staff to rapidly make repairs to roadway failures; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA wherein they each assume appropriate responsibility for the maintenance of their individually owned and maintained infrastructure (i.e., Roadways for CITY and Water System for COUNTY) in the Development when failures occur in areas where the Parties permit COUNTY Water System components to be placed or exist under the CITY'S paved public roadways; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of the Parties and their citizens by coordinating the operation and maintenance of these public infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the Parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation including infrastructure improvements and maintenance to roadways and water infrastructure in the Development.

II. CITY and COUNTY RESPONSIBILITIES.

1. Where water system infrastructure is installed under paved roadways in the Development, at the request or requirement of CITY, COUNTY's responsibility for repairs to infrastructure and environs due to a failure or required maintenance to COUNTY's water infrastructure shall be limited to the repair of COUNTY's water infrastructure, stabilization and backfill of any required excavation, and a concrete cap finished at the roadway subgrade level.

2. The COUNTY shall exercise diligence in repair of water system components including temporary repairs to maintain transportation capabilities of public roadways in the Development.

3. All other repair of the public roadway and environs shall be the responsibility of the CITY.

III. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1) The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2) It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

3) It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties, except as specifically provided in this IGA.

4) This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

IV. **TERM.** This IGA shall be effective upon execution by both Parties and continue until 12/31/2076, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time pursuant to Article VI(A).

V. **TERMINATION.** Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating Party gives ninety (90) days' prior written notice to the other Party.

3. Upon termination, the responsibilities of each Party shall be to continue to maintain their respectively owned infrastructure and neither Party shall be obligated to the other Party for damages caused by the failure of its infrastructure to the other Party's infrastructure.

VI. MISCELLANEOUS.

A. **Entire Agreement; Counterparts,** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them regarding the subject matter hereof, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and the CITY, and then such amendment, modification, termination, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

B. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to any conflict of laws rules.

C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the

Parties as a result of the terms of this IGA, except as specifically provided in this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.

D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, the COUNTY and the City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute valid obligations with respect to it, will be legally binding upon the same and will be enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A, 50-14- I et seq.

2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the Parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par, 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

E. **No Conflicting Agreements.** The execution, delivery and performance of this IGA does not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY or the CITY are a Party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be). The representations and warranties contained herein shall be true

and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY or the CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion or other argument resulting from the falseness or inaccuracy of the representations and warranties set forth hereinabove or otherwise contained in this IGA.".

F. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned by either Party without the prior written consent of both the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall insure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

G. **No Third-Party Beneficiaries.** This IGA is made between and limited to the COUNTY and the CITY and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and the CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

H. **Exhibits**. Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

I. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.

J. **Survival of Representations**. All terms, conditions, covenants, and warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the Parties.

K **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To Fulton County:

County Manager
Fulton County Government
141 Pryor Street, S.W
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite
4038
Atlanta, Ga 30303

Director
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

To City of Alpharetta:

Mayor
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

L. **Severability Clause**. In the event that any provision of this IGA shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

Attest:

By: _____
Acting City Clerk

Approved as to Form:

By: _____
City Attorney

FULTON COUNTY, GEORGIA

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

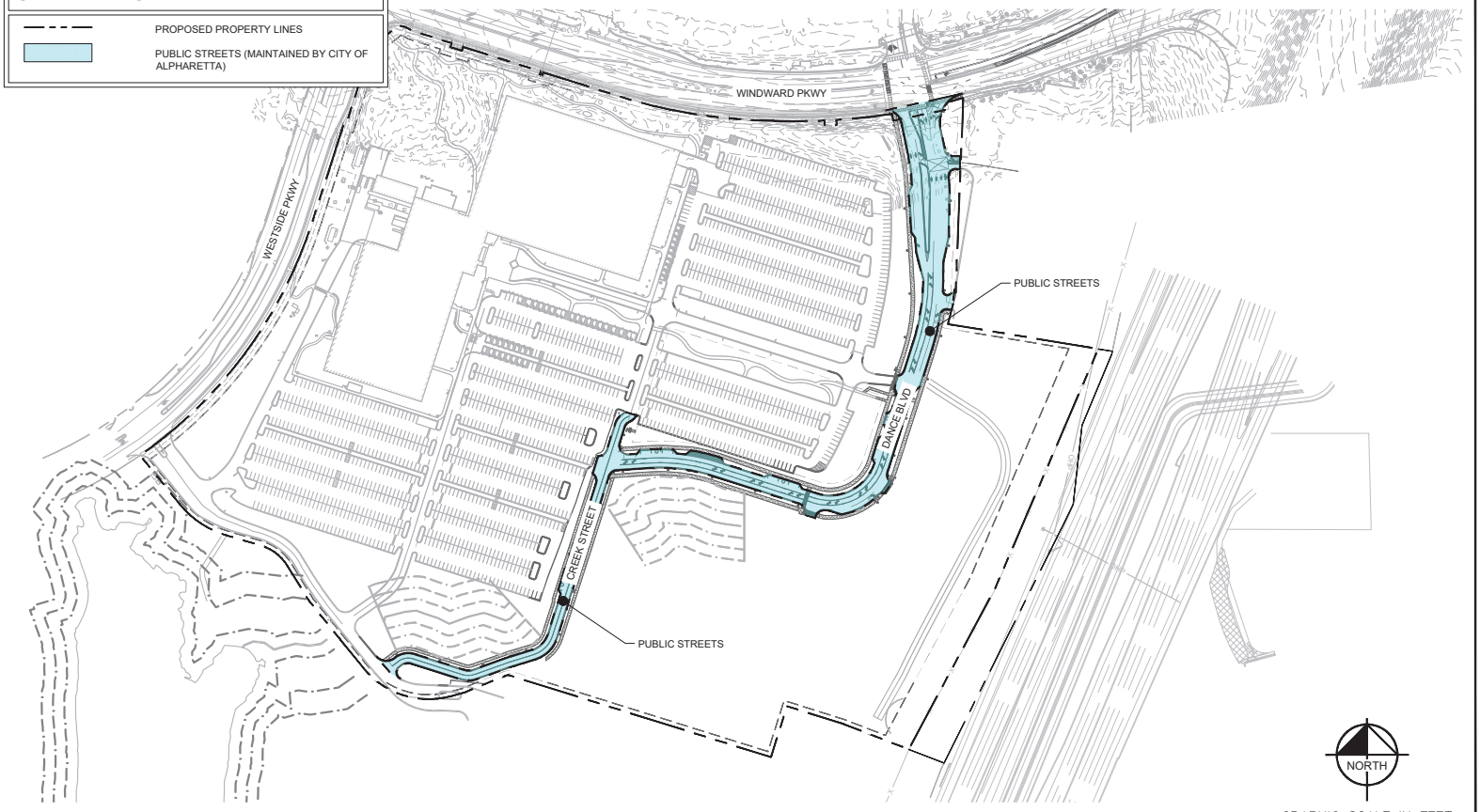
Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Y. Soo Jo
County Attorney

EXHIBIT A



CONTINUUM - PUBLIC STREETS

2026-06-15

K:\AMT_CIVIL\014502000_5555 Windward Parkway\CAD\Exhibits\02_INFRASTRUCTURE\2026-06-09 FC ROW Exhibits\Exhibit 2 Site Plan.dwg Layout1 Jun 15, 2026 9:33am by MeiKenn

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

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0413 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to support affordable housing in downtown Atlanta by approving a grant from funds previously set aside to aid in the construction of a 149-unit affordable multifamily development, and for other purposes. **(Barrett)**

A RESOLUTION TO SUPPORT AFFORDABLE HOUSING IN DOWNTOWN ATLANTA BY APPROVING A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO AID IN THE CONSTRUCTION OF A 149-UNIT AFFORDABLE MULTIFAMILY DEVELOPMENT, AND FOR OTHER PURPOSES.

WHEREAS, Fulton County faces a growing housing affordability crisis, with thousands of low-income families, seniors, people with disabilities, and working households struggling to maintain stable and adequate housing due to rising rents, limited housing supply, and increasing cost burdens; and

WHEREAS, the Fulton County Commission is dedicated to addressing affordable housing by leveraging public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars; and

WHEREAS, Gorman & Company, LLC will build a new 149-unit multifamily housing development, ("Folio House"), located at 143 Alabama Street SW in Downtown Atlanta in which all of the units will be affordable for 30 years, (15 units 30 percent Area Median Income, 85 units at 50 percent AMI, and 49 units at 80 percent AMI); and

WHEREAS, the Folio House development, the second phase of the redevelopment and restoration of the landmark at 143 Alabama Street SW, will sit on an empty lot adjacent to the historic building and will not displace any legacy residents; and

WHEREAS, the original Art Moderne building at 143 Alabama Street, built in 1947 as the Atlanta Constitution newspaper's headquarters and printing plant and later leased to Georgia Power after the newspaper merged with the Atlanta Journal in 1953, has been vacant since 1972; and

WHEREAS, the redevelopment of the property will preserve and reactivate a historically significant Downtown Atlanta site that was previously identified among Georgia's "Places in Peril"; and

WHEREAS, the project will strengthen Downtown Atlanta by providing affordable housing in a location with access to public transportation, employment, schools, retail, and public amenities; and

WHEREAS, the funding sources for the Folio House Phase 2 project budget of $76,337,463 include permanent debt of $13,273,702 (17.39%), a City of Atlanta HOME Loan of $2,000,000 (2.63%), a federal AHP Grant of $1,000,000 (1.31%), Federal Tax Credit Equity at $34,549,191(45.26%), State Tax Credit Equity at $21,029,942 (27.55%), a deferred developer fee of $1,484,628 (1.94%), and a Westside Tax Allocation District (TAD) Grant of $3,000,000 (3.92%); and

WHEREAS, the Fulton County portion of the Westside TAD Grant which has been approved for this affordable housing project is $750,000 (or 0.98% of the total investment); and

WHEREAS, on April 16, 2025, the Fulton County Board of Commissioners adopted Resolution 25-0216 which approved the use of its property tax increment to support Phase 1, which included renovations to the existing building and initial development of multifamily housing at 143 Alabama St.; and

WHEREAS, the Westside TAD Grant funding is necessary to support the financial feasibility of the project and to leverage substantial additional public and private investment; and

WHEREAS, pursuant to Resolution 98-1452 adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the “County Resolution,” the Board of

Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of all tax increment dollars contributed to the Westside TAD is to fund projects that will grow the tax base, address affordability, preserve historic assets, and strengthen Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $750,000 of its Westside TAD tax increment dollars for the construction of Folio House, a 149-unit affordable multifamily housing development at 143 Alabama Street in Downtown Atlanta as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this this _____ day of _____ 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Folio House – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund

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Summary To authorize the release of $750,000 of the Fulton County increment set aside in the Westside TAD Ascension Fund to aid in the construction of a new 149-unit multifamily housing development located in Downtown Atlanta.

Funding Source WTAD Ascension Fund

Location 143 Alabama Street, SW, 30303
Council District: 4 **NPU:** M **APS District:** 2
Fulton County District: 4

Type Multifamily Housing

Ownership Entity Folio House II, LLC

Developer Gorman & Company, LLC

Timeline **Construction Period:** 24 Months
Estimated Completion: 2028

Description In 2024, Gorman & Company was selected to redevelop the landmark at 143 Alabama Street SW. Built in 1947 as the Atlanta Constitution newspaper's headquarters and printing plant, the Art Moderne building was later leased to Georgia Power after the newspaper merged with the Atlanta Journal in 1953. Georgia Power occupied the property until 1972, after which it remained vacant for more than five decades. Despite its architectural and historic significance, the structure deteriorated and was listed among Georgia's "Places in Peril."

Unit Mix

AMI	# of Units	Unit Floorplan	Unit Size	Unit Rental**
15 units @ 30% AMI or below				
30%*	11	1 BR	624	$0-$663 (1PHH)
	2	2 BR	858	$0-$795 (2PHH)
	2	3 BR	1,285	$0-$919 (3PHH)
85 units @ 50% AMI or below				
50%*	8	1 BR	624	$0-$1105 (1PHH)
	5	2 BR	858	$0-$1326 (2PHH)
	2	3 BR	1,285	$0-$1531 (3PHH)
50%	50	1 BR	624	$992
	18	2 BR	858	$1,200
	2	3 BR	1,285	$1,386
49 units @ 80% AMI or below				
80%	30	1 BR	624	$1,635
	17	2 BR	858	$1,971
	2	3 BR	1,285	$2,277
Total Units:	**149**			

Affordability Term: 30 Years with TAD Land Use Restriction
Amenities: Clubhouse, Fitness Center, Picnic Pavilion, Business Center

NOTE: The units are supported by Atlanta Housing Faircloth to RAD; Residents will not pay more than 30% of their income.

****We show an estimated range for an individual's rent since residents will pay no more than 30% of their income towards rent with rental assistance covering the remaining balance up to the contract rent amount mentioned above.***

Folio House – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund

Community Benefits

- These housing options contribute to greater stability for families, fostering a stronger and more engaged community.
- Strengthens downtown by combining historic preservation, affordable housing for families, and new retail in a way the supports inclusive growth.
- Transit-Oriented Development provides families with affordable, car-free access to jobs, schools and amenities across Atlanta.

Development Budget

Sources

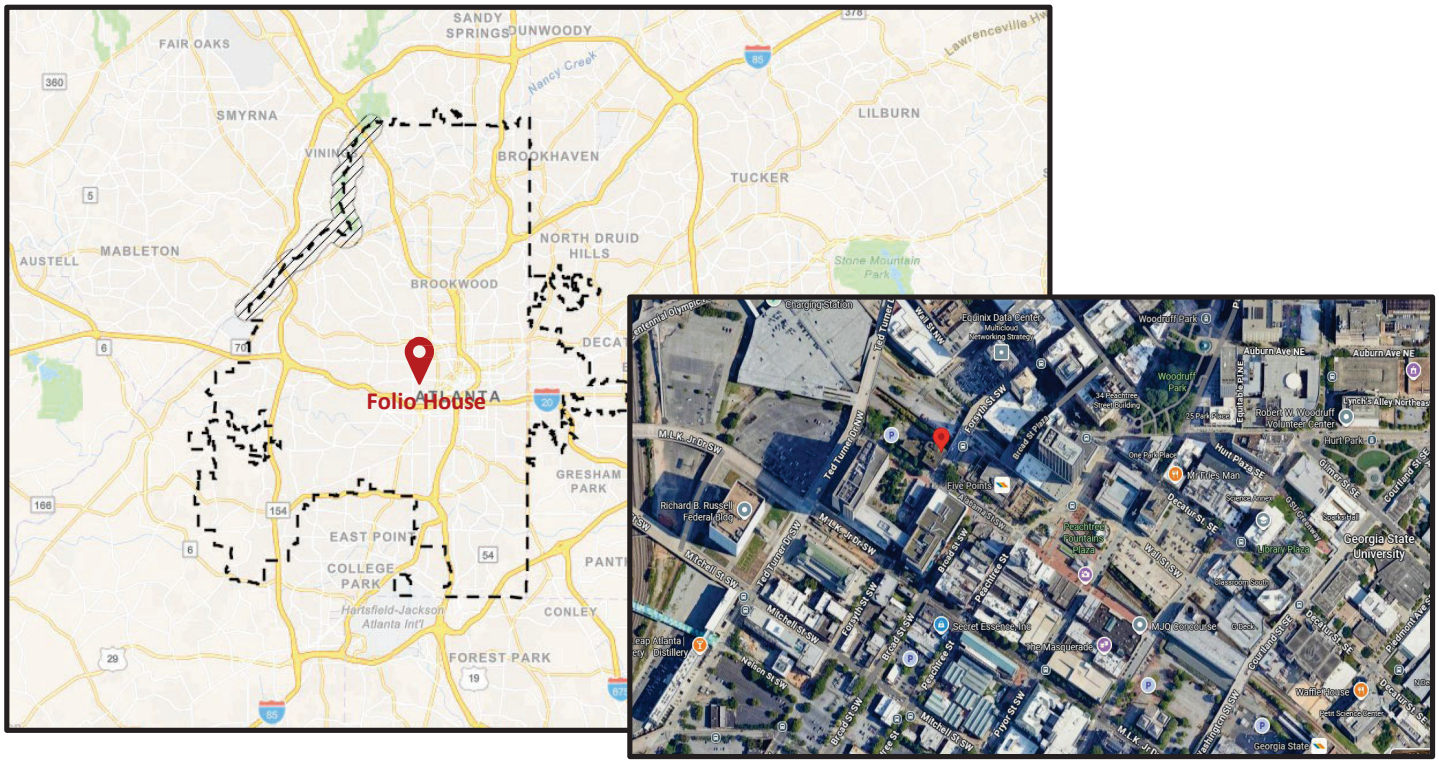
Permanent Debt	$13,273,702
Westside TAD Grant	$3,000,000
City of Atlanta HOME Loan	$2,000,000
AHP Grant	$1,000,000
Federal Tax Credit Equity	$34,549,191
State Tax Credit Equity	$21,029,942
Deferred Developer Fee	$1,484,628
Total Permanent Sources	**$76,337,463**

Uses

Hard Costs	$59,764,800
Contingency	$2,583,322
Soft Costs	$2,283,470
Financing	$1,940,717
Interim Expenses	$5,233,659
Syndication Expenses	$75,000
Reserves	$1,337,995
Developer Fee	$3,118,500
Total Uses	**$76,337,463**

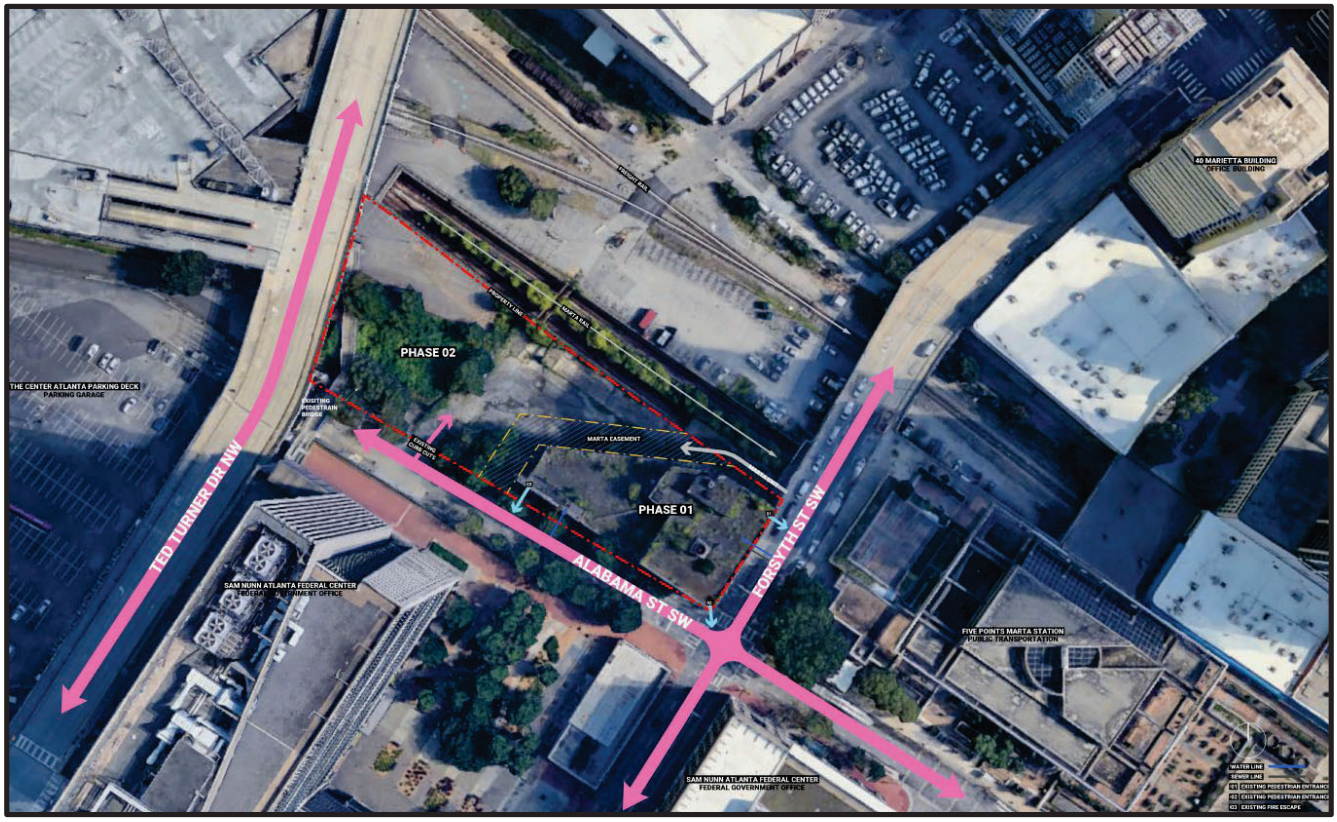
Folio House Phase 2 – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund

PROJECT LOCATION MAP



Folio House Phase 2 – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund

PROJECT SITE PLAN



Folio House Phase 2 – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund



Folio House Phase 2 – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund

EXISTING SITE PHOTOS





Folio House Phase 2 – Multifamily Development
143 Alabama St, - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Ascension Fund

RENDERING



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0414 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to approve a grant from funds previously set aside to create economic opportunity and support local small businesses; to aid in the restoration and preservation of historic downtown Atlanta storefronts; and for other purposes. **(Barrett)**

A RESOLUTION TO APPROVE A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO CREATE ECONOMIC OPPORTUNITY AND SUPPORT LOCAL SMALL BUSINESSES; TO AID IN THE RESTORATION AND PRESERVATION OF HISTORIC DOWNTOWN ATLANTA STOREFRONTS; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of creating economic opportunity, supporting small business, and preserving historic landmarks as key components of downtown revitalization; and

WHEREAS, the Fulton County Board of Commissioners recognizes that a thriving and safe downtown benefits the entire metro region; and

WHEREAS, the Atlanta Preservation Center, Inc. has partnered with TriBridge Residential, owner of the Muses Lofts and adjacent retail buildings, to restore and preserve the historic retail commercial storefront facades located at 50-70 Peachtree Street NE in Downtown Atlanta; and

WHEREAS, the project will include improvements to all seven retail storefronts that make up this block of Peachtree Street between Walton Street and Poplar Street, preserving their historic character, preparing vacant units for occupancy, and enhancing units already occupied by local small businesses; and

WHEREAS, two of the vacant storefronts, located at 50 Peachtree Street NE and 66 Peachtree Street NE, are of special historic significance and will receive additional improvements and restoration; and

WHEREAS, 66 Peachtree Street NE was the site of The Crystal Palace, the flagship of three barber shops owned and operated by notable Black businessman Alonzo Herndon, which opened in 1902 and operated at the site until 1972; and

WHEREAS, 50 Peachtree Street NE was the flagship department store of the George Muse Clothing Company, built in 1912 and expanded in 1920, with the upper

floors now serving as loft-style residences and the main floor including the Peachtree storefront, a Broad Street storefront, and the residential lobby; and

WHEREAS, the total project budget is $557,200, including $200,000 from the Westside TAD Downtown Façade Improvement Grant Fund and $357,200 in owner equity; and

WHEREAS, the Fulton County portion of the Westside TAD funding for this project is $50,000, or approximately 9.0% of the total investment; and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, the Fulton County Board of Commissioners recognizes that one of the highest and best uses of tax increment dollars contributed to the Westside TAD is to fund projects that create economic opportunity, support small business, and preserve historically significant sites, while catalyzing private investment and growing the tax base.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $50,000 of its Westside TAD tax increment dollars to be granted to the Atlanta Preservation Center, Inc. to aid in the restoration and

preservation of the historic retail commercial storefront facades at the Muses Lofts located at 50-70 Peachtree Street NE in Downtown Atlanta as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this____ th day of _____ 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

Muses Lofts – Historic Preservation
50-70 Peachtree St NE - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Funds

SUMMARY To authorize the release of an amount not to exceed $50,000 of the Fulton County increment set aside in the Westside TAD Downtown Façade Improvement Grant Fund to aid in the restoration and preservation of historic retail commercial storefront facades at the Muses Lofts located in Downtown Atlanta.

FUNDING SOURCE Westside TAD

LOCATION 50-70 Peachtree St NE, Atlanta, GA 30303
Council District: 4 **NPU:** M **APS District:** 3
Fulton County District: 4

TIMELINE 4 months

TYPE Façade Improvement & Historic Preservation

DEVELOPER Atlanta Preservation Center, Inc.

DESCRIPTION The Atlanta Preservation Center has partnered with TriBridge Residential, owner of the Muses Lofts and adjacent retail buildings, to restore the façades of seven (7) historic storefronts along Peachtree Street between Walton and Poplar Streets. The project will preserve the historic character of these storefronts, prepare vacant units for occupancy, and enhance the units already occupied by local small businesses.

The project will include basic improvements to the storefronts. Two of the vacant storefronts, 66 and 50 Peachtree St., are of special historic significance and will receive additional improvements and restoration. 66 Peachtree was the site of The Crystal Palace, the flagship of three barber shops owned and operated by notable Black businessman Alonzo Herndon. Opened in 1902, the Crystal Palace operated at the site until 1972. 50 Peachtree was the flagship department store of the George Muse Clothing Company. Built in 1912 and expanded in 1920, the upper floors are now loft-style residences, while the main floor includes the Peachtree storefront, a Broad street storefront, and the residential lobby.

Development budget

Sources

WTAD DFIG Fund	$200,000
Owner Equity	$357,200
Total Sources	**$557,200**

Uses

Storefront Façade Restoration	$300,000
Interior Improvements & TI	$257,200
Total Uses	**$557,200**

COMMUNITY BENEFITS

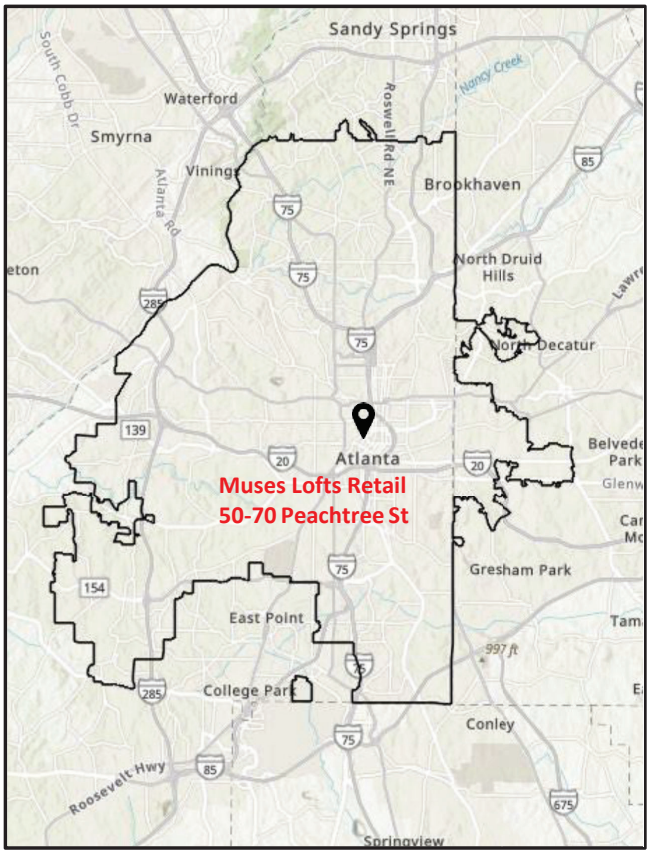
- Preserves and restores historically significant storefronts along Downtown Atlanta's Peachtree Street corridor.
- Supports existing local small businesses and revitalizes two historically significant vacant storefronts.

Muses Lofts – Historic Preservation
50-70 Peachtree St NE - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Funds

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PROJECT LOCATION MAP





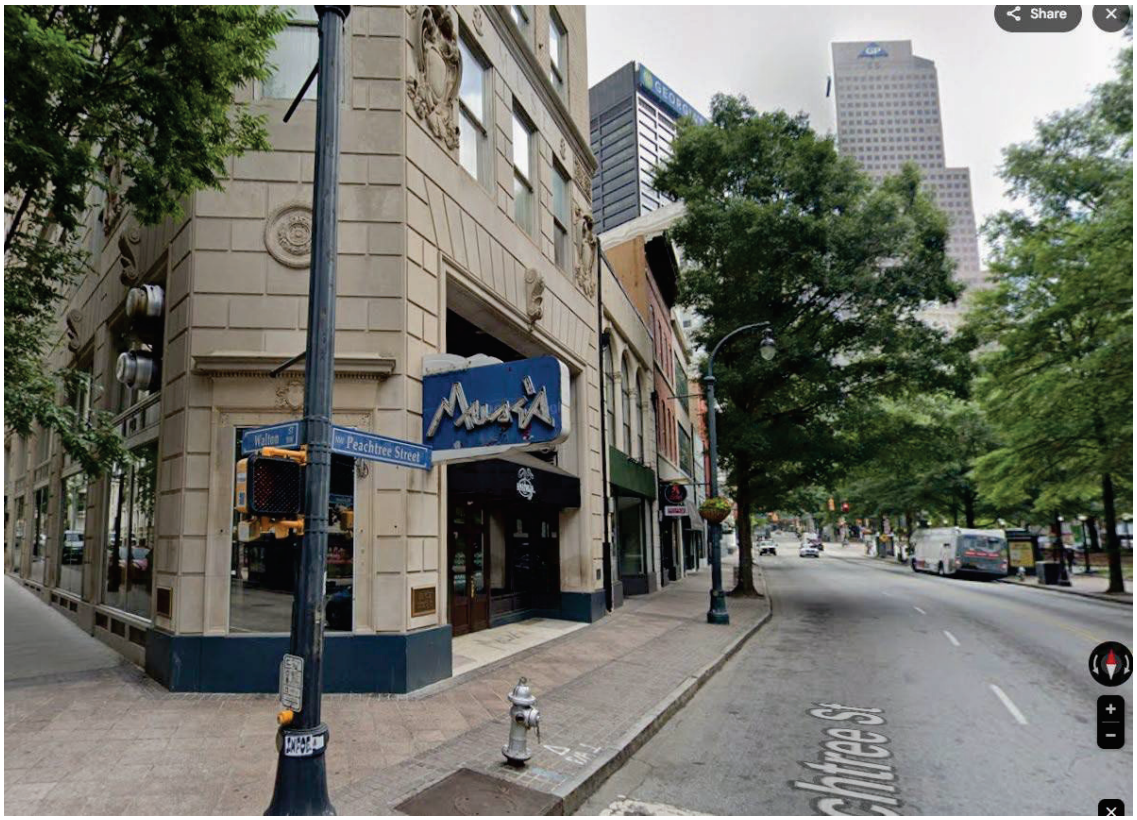
Muses Lofts – Historic Preservation
50-70 Peachtree St NE - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Funds



Muses Lofts – Historic Preservation
50-70 Peachtree St NE - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Funds

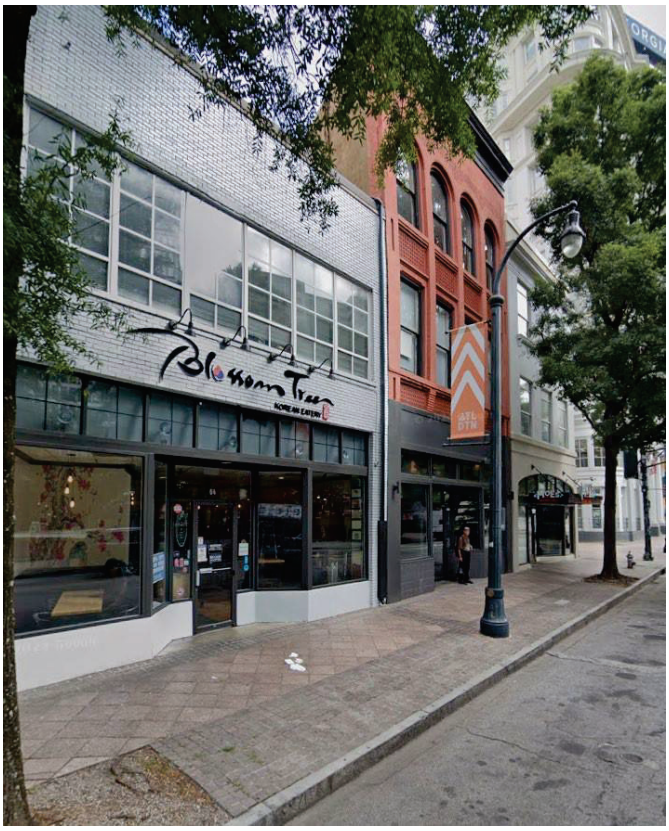
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EXISTING SITE PHOTOS

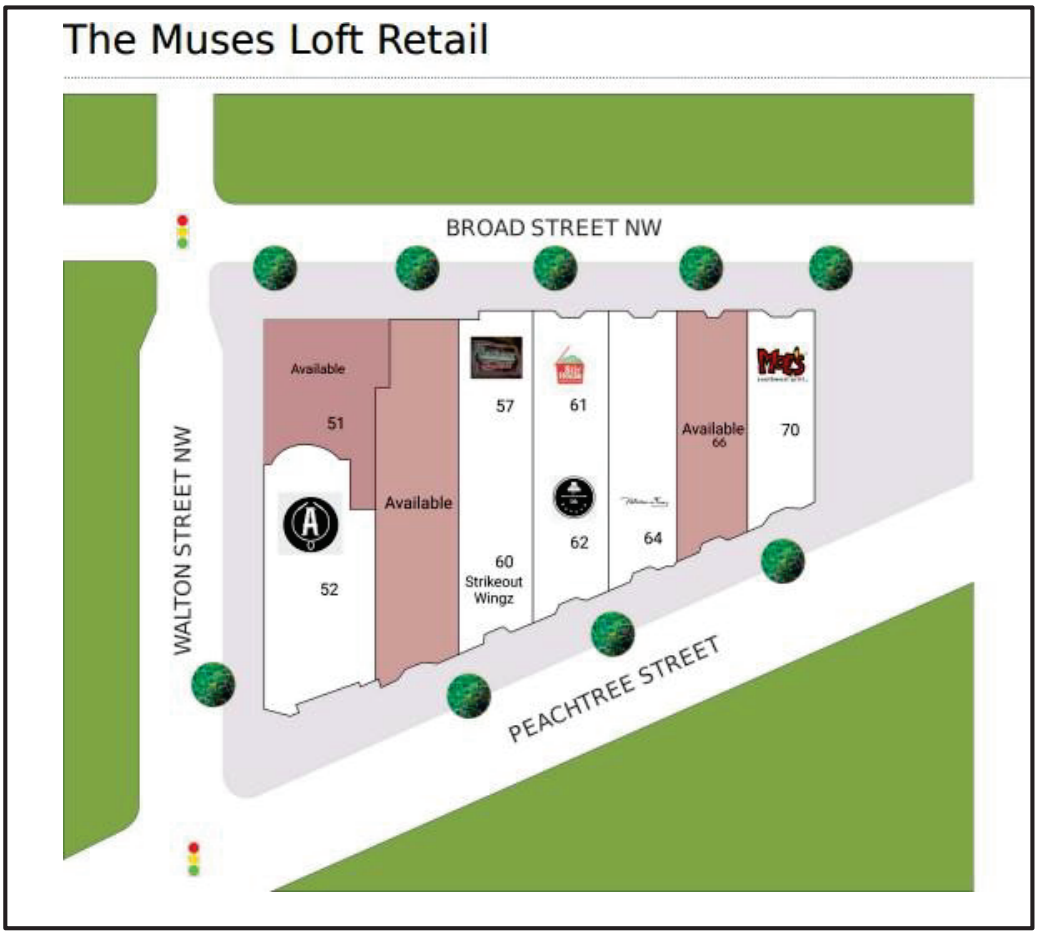


Muses Lofts – Historic Preservation
50-70 Peachtree St NE - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Funds





Muses Lofts – Historic Preservation
50-70 Peachtree St NE - Fulton County District 4
Approval to Release Fulton County Portion of Westside TAD Funds





The Largest and Finest Barber Shop in the World

25 CHAIRS
20 BATHS
The Finest and Largest
BARBER SHOP
In the World

HERNDON'S BARBER SHOPS

ANYONE, who can "pull" a razor without cutting a person's throat can OPEN a barber shop. It is the man who "knows how" to CONDUCT a barber shop that keeps his place open. Herndon's Barber Shops in Atlanta have stood this test.

The conduct of a barber shop is a matter of cleanliness and workmanship.

Unless tools are kept clean and done the rude rush. Herndon's shops are conducted on strictly sanitary lines. Every barber changes his white linen suit daily. Every barber sterilizes his hands four times a day in a mechanical solution. Every towel, razor, comb, brush and shaving brush is sterilized before and after using.

Compressed, calculated to kill any possible germ, are used in washing the floors in Herndon's Barber Shops. Patrons are required to clean all linen and uniform twice daily.

HERNDON'S BARBER SHOPS

66 Peachtree Street 7 North Broad Street 100 North Pryor Street

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0415 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to approve a grant from funds previously set aside to support the creation of 194 new high-quality jobs and to provide opportunities for area students and graduates to enter high-growth careers; to catalyze a $32.9 million investment by Mercedes-Benz and further private investment in Fulton County; and for other purposes. **(Barrett)**

A RESOLUTION TO APPROVE A GRANT FROM FUNDS PREVIOUSLY SET ASIDE TO SUPPORT THE CREATION OF 194 NEW HIGH-QUALITY JOBS AND TO PROVIDE OPPORTUNITIES FOR AREA STUDENTS AND GRADUATES TO ENTER HIGH-GROWTH CAREERS; TO CATALYZE A $32.9 MILLION INVESTMENT BY MERCEDES-BENZ AND FURTHER PRIVATE INVESTMENT IN FULTON COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, the Fulton County Board of Commissioners recognizes the importance of economic development efforts that attract private investment, expand economic opportunity, create high-quality jobs and retain area talent; and

WHEREAS, Mercedes-Benz's decision to establish its new Research & Development facility in Atlanta represents a significant economic development win for Fulton County and the State of Georgia; and

WHEREAS, the facility's strategic location near Georgia Tech and the Atlanta University Center will strengthen connections between education, research, and industry and help create direct pathways for talent development, workforce development, and long-term career opportunities; and

WHEREAS, during a highly competitive national site selection process, Atlanta successfully competed against locations in North Carolina, Tennessee, and Michigan to secure this transformational investment; and

WHEREAS the project, announced in October 2025, demonstrates the strength of the "Team Georgia" collaborative economic development model, which brought together the Georgia Department of Economic Development, Fulton County, Select Fulton, and Invest Atlanta to work together to position the region for success; and

WHEREAS, Mercedes-Benz will redevelop existing buildings at the Northyards campus at 384 Northyards Blvd. on the Westside to create a 60,530-square-foot research and development facility that will generate 194 new jobs in Fulton County; and

WHEREAS, the total budget for the project is $36.9 million which includes a $32.9 million investment by Mercedes-Benz and the incentive package of $4 million offered by "Team Georgia" to secure the project; and

WHEREAS the $4 million incentive package is made up of a $3.5 million REBA Grant and a $500,000 Westside Tax Allocation District (TAD) Grant; and

WHEREAS, the Fulton County portion of the Westside TAD Grant for the project is $125,000, or approximately 0.34% of the total investment; and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the "County Resolution," the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of tax increment dollars contributed to the Westside TAD is to fund projects that grow the tax base, address affordability, create quality jobs, and strengthen Westside Atlanta communities.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $125,000 of its Westside TAD tax increment dollars to be granted to Mercedes-Benz Research and Development North America, Inc. for a new research and development facility at 384 Northyards Blvd as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of _____ 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney

JOB CREATION – ECONOMIC DEVELOPMENT
Mercedes-Benz Research and Development Center
Westside TAD Approval of $125,000 Grant

Summary	To approve the release of $125,000 of the Fulton County increment set aside in the Westside TAD to be used as part of a grant to redevelop underused property on the Westside for a Mercedes-Benz research and development facility that will bring 194 high-quality jobs to the area and provide opportunities for local students and graduates to enter high growth careers.
Funding Source	Westside TAD
Location	384 Northyards Blvd. Buildings 200 and 300 Atlanta, GA 30313 **Council District:** 3 **NPU**: M **APS District**: 2 **Fulton County District:** 4
Type	Conversion/ Adaptive Reuse
Ownership/ Developer	Mercedes-Benz Research and Development North America, Inc
Construction Period	8 Months; Completion in Q4 2026

JOB CREATION – ECONOMIC DEVELOPMENT
Mercedes-Benz Research and Development Center
Westside TAD Approval of $125,000 Grant

Project Overview

The project is a 60,530-square-foot research and development facility that will generate 194 new jobs in the City of Atlanta, with Mercedes-Benz investing $32.9 million in the buildout.

The facility will advance Mercedes Benz's vehicle testing, electric battery systems, and software-defined vehicle architecture, supporting the development of next-generation automotive technologies. Invest Atlanta was engaged early by the Georgia Department of Economic Development during a highly competitive site selection process, in which Atlanta competed against North Carolina, Tennessee, Michigan, and Florida. Through close collaboration with Economic Development partners at the State and Fulton County including Select Fulton, we assembled a strong, competitive incentive package, including a REBA grant, to successfully secure the project.

Incentives Package

REBA Grant	$3,500,000
Westside TAD	$500,000
Total Incentives	**$4,000,000**

Economic Benefits

This project delivers strong economic benefits by reinforcing Atlanta's position as a leading hub for advanced mobility and transportation technology. Strategically located near Georgia Tech and the Atlanta University Center, it strengthens the city's talent pipeline and creates direct pathways between education, research, and industry. Additionally, the facility anchors a growing innovation hub in the Westside corridor, helping to spur catalytic investment, attract suppliers and startups, and drive long-term economic growth in the area.

DEVELOPMENT BUDGET:
Sources

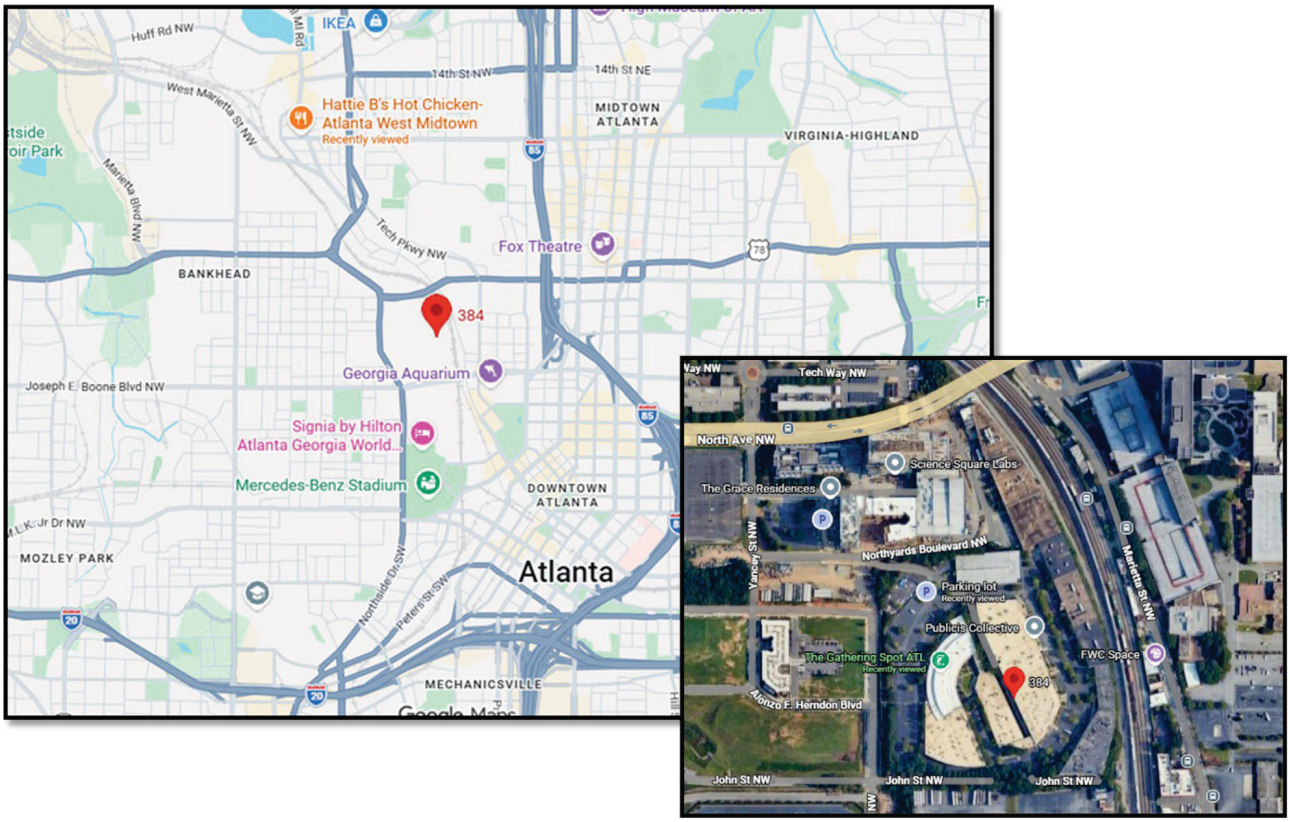
Equity	$9,107,500
Westside TAD	$500,000
Total Construction Sources	**$9,607,500**

Uses

Hard Costs	$8,300,000
Soft Costs	$850,000
Contingency (5%)	$457,500
Total Uses	**$9,607,500**

JOB CREATION – ECONOMIC DEVELOPMENT
Mercedes-Benz Research and Development Center
Westside TAD Approval of $125,000 Grant

PROJECT LOCATION MAP



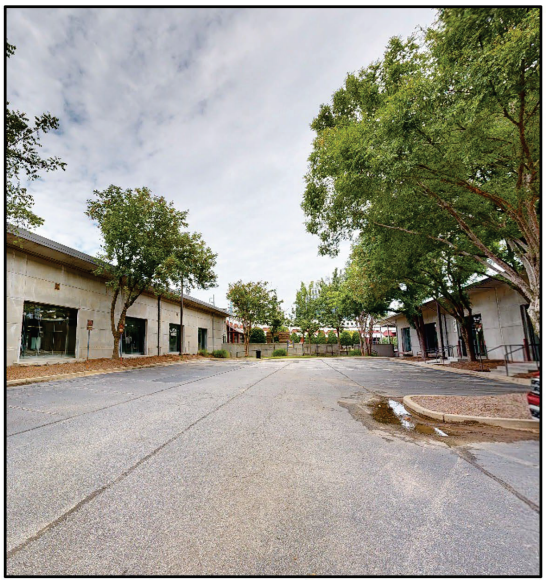
JOB CREATION – ECONOMIC DEVELOPMENT
Mercedes-Benz Research and Development Center
Westside TAD Approval of $125,000 Grant

SITE PLAN

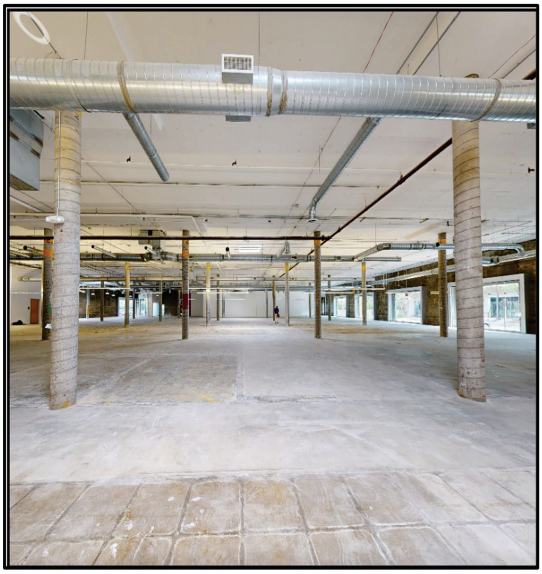


JOB CREATION – ECONOMIC DEVELOPMENT
Mercedes-Benz Research and Development Center
Westside TAD Approval of $125,000 Grant

SITE CONDITIONS PRE-CONSTRUCTION



SITE CONDITIONS PRE-CONSTRUCTION



JOB CREATION – ECONOMIC DEVELOPMENT
Mercedes-Benz Research and Development Center
Westside TAD Approval of $125,000 Grant

INTERIOR RENDERING



Fulton County Board of Commissioners

Agenda Item Summary

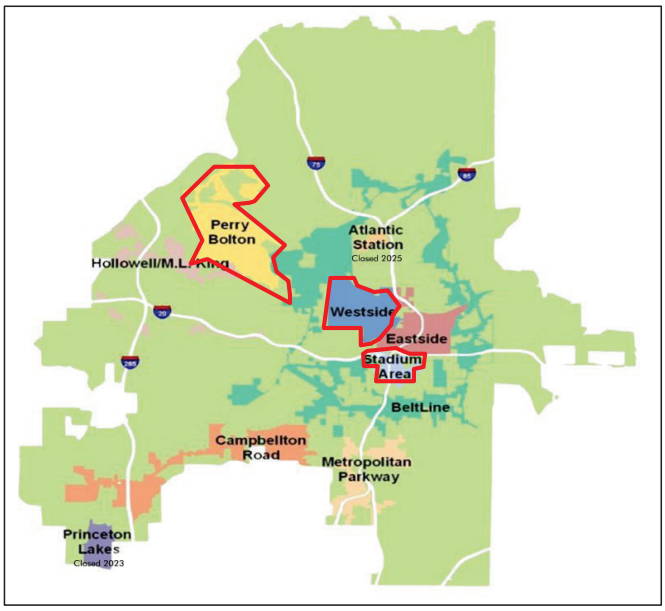
Agenda Item No.: 26-0416 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution to increase economic opportunity on the Westside; to support the creation of affordable commercial space for local small businesses by approving the release of funds previously set aside; to assist in neighborhood stabilization; to catalyze private investment; and for other purposes. **(Barrett)**

Westside Strategic Property Acquisition
Approval to Release Fulton County Portion of Westside TAD Funds

Summary	To authorize the release of $2,500,000 of the Fulton County increment set aside in the Westside TAD to support strategic property acquisitions, rehabilitation, and associated property expenses for the purpose of ensuring stable access to affordable, quality commercial space for small independent business development, grocery options, and affordable housing.
Funding Source	Westside, Perry Bolton, and Stadium TADs
Location	Various in each of the three TADs
Timeline	Immediately
Type	Property Acquisition
Ownership Entity	Invest Atlanta

Location	Total Budget
Westside TAD	$10M
Perry Bolton TAD	$10M
Stadium TAD	$3M



Westside Strategic Property Acquisition
Approval to Release Fulton County Portion of Westside TAD Funds

Project Description

To catalyze equitable development and prevent displacement, Invest Atlanta will leverage TAD funding to create Strategic Acquisition Funds that support the proactive purchase and rehabilitation of key properties to create sustainable community-serving resources, improve business development, and reduce blight and vacancy. The primary objective of this initiative is to stimulate investment in neighborhoods that lack quality commercial infrastructure and services to help address persistent issues such as inadequate access to jobs, food deserts, health and wellness, affordability, and property speculation.

Rising property values and rents in Atlanta's developing neighborhoods have outpaced the ability of small and community-rooted businesses to stay and thrive. Without deliberate intervention, market forces will continue to drive displacement and undermine economic diversity and vitality in key commercial corridors. Strategic property acquisitions will allow Invest Atlanta to be more successful in impacting stability and ultimately growth in chronically disinvested areas.

Community benefits of this initiative include:

- Secures property for long-term continued affordable use;
- Attracts additional public/private investment;
- Advances the goals of access to fresh food, economic opportunity, and neighborhood improvement;
- Helps to prevent displacement through neighborhood stabilization and creation of affordable commercial and residential options;

A RESOLUTION TO INCREASE ECONOMIC OPPORTUNITY ON THE WESTSIDE; TO SUPPORT THE CREATION OF AFFORDABLE COMMERCIAL SPACE FOR LOCAL SMALL BUSINESSES BY APPROVING THE RELEASE OF FUNDS PREVIOUSLY SET ASIDE; TO ASSIST IN NEIGHBORHOOD STABILIZATION; TO CATALYZE PRIVATE INVESTMENT; AND FOR OTHER PURPOSES.

WHEREAS, rising property values and rents in developing neighborhoods have outpaced the ability of small and community-rooted businesses to stay and thrive; and

WHEREAS, without deliberate intervention, market forces will continue to drive displacement and undermine economic diversity and vitality in key commercial corridors; and

WHEREAS, the Fulton County Commission is dedicated to expanding economic opportunity and ensuring economic diversity and stable access to affordable, quality commercial space for small independent business development, grocery options, and affordable housing; and

WHEREAS, the Fulton County Commission believes in leveraging public-private partnerships, grant programs, and other tools that make the most efficient use of taxpayer dollars whenever possible; and

WHEREAS, Fulton County recognizes that one way to jump start neighborhood revitalization while ensuring long term affordability is to proactively purchase and rehabilitate key properties; and

WHEREAS, Invest Atlanta is creating Strategic Property Acquisition Funds for this purpose in the Perry Bolton Tax Allocation District (TAD), the Stadium TAD, and the Westside TAD; and

WHEREAS, the Strategic Property Acquisition Funds will support the acquisition, rehabilitation, improvement, and holding costs of multiple undervalued and

underdeveloped properties to create sustainable community-serving resources, improve business development, and reduce blight and vacancy; and

WHEREAS, the properties targeted through this initiative include underutilized commercial sites that can be rehabilitated to provide stable affordable space for local businesses, as well as properties suitable for small mixed-use development that may include both residential and commercial opportunities; and

WHEREAS, the investments made using Strategic Property Acquisition Fund dollars will create jobs, provide neighborhood services, and improve access to fresh food, health and wellness resources, and affordable housing in chronically disinvested areas; and

WHEREAS, the total investment to start the Strategic Property Acquisition Funds is $23,000,000 (Westside TAD - $10,000,000, Perry Bolton TAD - $10,000,000, Stadium TAD, $3,000,000); and

WHEREAS, the Fulton County portion of the $10,000,000 Westside TAD Strategic Property Acquisition Fund is $2,500,000; and

WHEREAS, pursuant to Resolution 98-1452, adopted on November 18, 1998, as amended by Resolution 05-0851 adopted on July 20, 2005, and Resolution 08-1010 adopted on December 17, 2008, collectively, the “County Resolution,” the Board of Commissioners of Fulton County consented to the inclusion of its ad valorem property tax increment to fund the Westside TAD through December 31, 2038; and

WHEREAS, the County Resolution requires that projects financed after December 31, 2018, with Fulton County property tax increment generated within the geographical boundaries of the Westside TAD shall be subject to approval by Fulton County; and

WHEREAS, Fulton County is a party to the bond obligations committed to by the Westside TAD and as such, must continue to contribute its tax increment payments to the Westside TAD until such bond obligations are paid in full through 2038; and

WHEREAS, the Fulton County Board of Commissioners recognizes that the highest and best use of tax increment dollars contributed to the Westside TAD is to fund projects that grow the tax base, address affordability, expand economic opportunity, reduce displacement, and protect legacy residents.

NOW, THEREFORE BE IT RESOLVED that the Fulton County Board of Commissioners hereby consents to the use of $2,500,000 of its Westside TAD tax increment dollars for the Strategic Property Acquisition Fund as described herein.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this____ th day of _____ 2026.

FULTON COUNTY
BOARD OF COMMISSIONERS

Sponsored by:

_____
Dana Barrett, Commissioner
(District 3)

ATTEST:

_____
Tonya R. Grier,
Clerk to the Commission

APPROVED AS TO FORM:

_____

Y. Soo Jo, County Attorney

Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 26-0417 **Meeting Date:** 7/15/2026

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*
Request approval of a Resolution establishing a policy of the Fulton County Board of Commissioners regarding participation in Tax Allocation Districts; declaring the Board's opposition to the proposed extension of existing City of Atlanta Tax Allocation Districts: and for other purposes.
(Ellis/Abdur-Rahman)

A RESOLUTION ESTABLISHING A POLICY OF THE FULTON COUNTY BOARD OF COMMISSIONERS REGARDING PARTICIPATION IN TAX ALLOCATION DISTRICTS; DECLARING THE BOARD'S OPPOSITION TO THE PROPOSED EXTENSION OF EXISTING CITY OF ATLANTA TAX ALLOCATION DISTRICTS; AND FOR OTHER PURPOSES.

WHEREAS, Article IX, Section II, Paragraph VII of the Constitution of Georgia and O.C.G.A. § 36-44-1, et seq., authorize political subdivisions to establish and participate in tax allocation districts for the limited purpose of promoting redevelopment and economic development in areas that would not otherwise attract private investment; and

WHEREAS, the Board of Commissioners is the governing authority of Fulton County, serving over one million residents and bearing the constitutional obligation to fund courts, public safety, public health, elections, behavioral health, senior services, and other mandated governmental functions; and

WHEREAS, the Board of Commissioners recognizes that tax allocation districts were designed as a time-limited economic development tool to encourage redevelopment, stimulate investment, and revitalize underdeveloped areas, with the legislative intent that upon expiration of each district, the accumulated growth in the property tax base would be returned in full to the participating taxing jurisdictions to fund public services; and

WHEREAS, the Board of Commissioners finds that while judicious use of tax allocation districts may promote economic development, the diversion of tax revenue to specific districts and away from the general fund may also adversely affect the County’s fiscal flexibility and ability to meet is ongoing governmental obligations; and

WHEREAS, the Atlanta City Council voted on June 15, 2026 to approve the Neighborhood Reinvestment Initiative ("NRI"), legislation that proposes to extend six of

the City of Atlanta's eight active tax allocation districts for thirty (30) additional years through 2056, with an estimated $5 billion to $7 billion in property tax increment revenue to be administered by Invest Atlanta for development projects; and

WHEREAS, full implementation of the NRI and any extension of the City of Atlanta's tax allocation districts requires the separate affirmative approval of the Fulton County Board of Commissioners, and the Board of Commissioners has not provided such approval and hereby declines to do so for the reasons set forth herein; and

WHEREAS, O.C.G.A. § 36-44-17 expressly prohibits the creation of a tax allocation district when the total current taxable value of property within the proposed district, together with the total current taxable value of property within all existing tax allocation districts, exceeds ten percent (10%) of the total current taxable value of all taxable property within the operational area of the creating political subdivision; and

WHEREAS, the June 2026 report of the Atlanta City Auditor confirms that the assessed value of property within the City of Atlanta's existing tax allocation districts currently represents approximately sixteen percent (16%) of the City's total taxable property base — exceeding by more than fifty percent the ten percent (10%) statutory ceiling — and the City of Atlanta has itself acknowledged that it cannot lawfully create new tax allocation districts for this very reason; and

WHEREAS, pursuant to O.C.G.A. §§ 36-44-3(15) and 36-44-10, upon the creation of a tax allocation district — including, to the extent provided by law, an extension or re-creation of a tax allocation district — the redevelopment agency must apply to the state revenue commissioner for a determination of the tax allocation increment base using taxable property values as of the creation date, and pursuant to O.C.G.A. § 36-44-8, a

redevelopment plan adopted by resolution must specify the estimated tax allocation increment base; and

WHEREAS, the Georgia Office of Legislative Counsel has issued a formal legal opinion, transmitted by letter dated April 8, 2026 to the Atlanta City Council, Fulton County Board of Commissioners, and Atlanta Public Schools Board of Education, concluding that the extension of an existing tax allocation district's timeline constitutes the creation of a new district that is subject to all statutory requirements of O.C.G.A. Title 36, Chapter 44, including the requirement to reset the tax increment baseline to current assessed property values; and

WHEREAS, if the City of Atlanta extends its tax allocation districts without resetting the tax increment baselines to current assessed values as required by state law, Fulton County would be deprived of up to Eighty-Five Million Dollars ($85,000,000) annually in property tax revenue that state statute provides should not be diverted to the districts; and

WHEREAS, the NRI legislation approved by Atlanta City Council on June 15, 2026 does not contain binding, project-specific redevelopment plans with enforceable commitments, and members of the Atlanta City Council acknowledged before the vote that the ordinance "does not contain redevelopment plans" and "does not contain clear project lists," meaning any consent by Fulton County would constitute an open-ended, thirty-year financial commitment without legally binding assurance as to how Fulton County's contributed increment will be spent; and

WHEREAS, the total property tax increment diverted from all participating jurisdictions across Atlanta's tax allocation districts grew from approximately Sixty-Six

Million Nine Hundred Thousand Dollars ($66,900,000) in 2012 to approximately Two Hundred Forty Million Five Hundred Thousand Dollars ($240,500,000) in 2025, producing a cumulative fourteen-year increment of approximately One Billion Seven Hundred Million Dollars ($1,700,000,000) across all jurisdictions; and

WHEREAS, Fulton County's annual contribution of property tax increment to Atlanta's tax allocation districts grew by approximately two hundred thirty-two percent (232%) between 2012 and 2025, reaching approximately Fifty-Three Million Five Hundred Thousand Dollars ($53,500,000) in fiscal year 2025 alone, with a cumulative thirteen-year County contribution of approximately Four Hundred Thirteen Million Dollars ($413,000,000) in property tax revenue diverted from County services; and

WHEREAS, property taxes are the primary source of revenue for Fulton County Government, with taxes collected by the Tax Commissioner constituting approximately eighty-five percent (85%) of Fulton County's total General Fund revenues; unlike the City of Atlanta and Atlanta Public Schools, which benefit from multiple sales tax revenue streams, Fulton County operates at the statutory maximum for local sales taxes permitted under Georgia law and has no alternative revenue source with which to compensate for property tax increment diverted to tax allocation districts; and

WHEREAS, Fulton County faces legally mandated unfunded obligations that directly compete with TAD-diverted revenue, including more than Fifty Million Dollars ($50,000,000) budgeted in 2026 for compliance with a federal consent decree related to the operation of the Fulton County Jail, a One Billion One Hundred Million Dollar ($1,100,000,000) capital program to construct a new 1,800 bed facility and renovate

existing jail facilities, and Three Hundred Million ($300,000,000) to a planned South Fulton County hospital in partnership with Grady Memorial Hospital; and

WHEREAS, property taxpayers throughout Fulton County — including residents and businesses in fifteen municipalities and unincorporated areas who reside outside any tax allocation district — have effectively subsidized redevelopment within Atlanta's tax allocation districts for as many as thirty years through either higher effective tax burdens or reduced service levels, and sound fiscal policy and basic equity require that these taxpayers now begin to benefit directly from the accumulated growth in assessed values that their long-term subsidies helped to generate; and

WHEREAS, the June 2026 Atlanta City Auditor's report finds that approximately ninety-one percent (91%) of the cumulative increase in assessed value across all Atlanta tax allocation districts is concentrated in only three districts — the BeltLine, Eastside, and Westside — which serve predominantly higher-income areas, while the four corridor districts established specifically to serve lower-income communities (Campbellton Road, Hollowell/Martin Luther King Jr., Metropolitan Parkway, and Stadium Neighborhoods) have generated comparatively minimal increment and been assessed as only partially complete after nearly twenty years of operation; and

WHEREAS, independent research, including a 2023 study by the Partnership for Southern Equity, has found that Atlanta's existing tax allocation districts have caused displacement of lower-income and minority residents rather than sustained benefit to those communities, and the Board of Commissioners finds that extending the districts for thirty additional years under the same structural framework — without enforceable anti-

displacement guarantees legally binding on Fulton County — risks repeating and amplifying these harmful outcomes at greater public expense; and

WHEREAS, the proposed NRI would channel Fulton County property tax increment through Invest Atlanta, a quasi-governmental entity whose nine-member board of directors is chaired by the Mayor of the City of Atlanta — an elected official of a separate government in which most Fulton County taxpayers have no vote — creating a structural governance conflict in which an official of the City of Atlanta would exercise effective control over the use of Fulton County property tax revenues; and

WHEREAS, Atlanta Public Schools contributes approximately fifty percent (50%) of all tax allocation district increment revenue, Fulton County contributes approximately twenty-five percent (25%), and the City of Atlanta contributes approximately twenty-five percent (25%); the Atlanta Board of Education has not committed to participating in the proposed extensions, and without APS participation, the total revenue available to the NRI would be reduced from an estimated $5–7 billion to approximately $1.375 billion, making the plan financially dependent on a contribution that has not been secured; and

WHEREAS, the June 2026 Atlanta City Auditor's report confirms that all but one of Atlanta's remaining active tax allocation districts hold sufficient fund balances to retire their existing bond obligations in full without extension, with the BeltLine TAD alone holding a fund balance of approximately Two Hundred Twenty-Five Million Seven Hundred Thousand Dollars ($225,700,000) against outstanding debt of only Sixty-Three Million Five Hundred Thousand Dollars ($63,500,000), demonstrating that the existing districts are capable of an orderly, fiscally sound wind-down without extension; and

WHEREAS, Fulton County already participates in twelve (12) tax allocation districts, with its final existing participation commitment not expected to conclude until 2045, a multi-decade diversion of County property tax revenue that already substantially limits the County's fiscal capacity; and

WHEREAS, the Board of Commissioners finds that prudent fiscal stewardship of public resources, equal service obligations to all Fulton County residents across fifteen municipalities and unincorporated areas, compliance with federal court mandates, the requirements of Georgia law, and the long-term financial health of Fulton County Government collectively require the Board to decline participation in any extension, re-creation, or effective continuation of the City of Atlanta's tax allocation districts beyond their current expiration dates on the terms proposed by the City of Atlanta.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby formally opposes the proposed extension of the City of Atlanta's tax allocation districts on the terms approved by the Atlanta City Council on June 15, 2026, and the Board of Commissioners declines to provide Fulton County's consent to any extended, re-created, or continued City of Atlanta tax allocation district.

BE IT FURTHER RESOLVED, that the Board of Commissioners finds that the proposed extension is inconsistent with the requirements of O.C.G.A. Title 36, Chapter 44, including O.C.G.A. §§ 36-44-3(15), 36-44-8, 36-44-10, and 36-44-17, because: (i) the assessed value of property within the City of Atlanta's existing tax allocation districts already exceeds ten percent (10%) of the City's total taxable property base; (ii) an extension constitutes the creation of a new district requiring a reset of all tax increment baselines to current assessed property values; (iii) no project-specific redevelopment plan

has been adopted specifying the updated tax allocation increment base as required by O.C.G.A. § 36-44-8; and (iv) proceeding without baseline reset would unlawfully deprive Fulton County of up to Eighty-Five Million Dollars ($85,000,000) annually in property tax revenue.

BE IT FURTHER RESOLVED, that the Board of Commissioners will not consent to participation in any newly created, extended, or re-created tax allocation district unless and until: (a) the tax allocation increment base has been determined using taxable property values on the actual creation or extension date, consistent with O.C.G.A. §§ 36-44-3(15) and 36-44-10; (b) the total current taxable assessed value of all existing and proposed tax allocation districts does not exceed ten percent (10%) of the creating political subdivision's total taxable property base, consistent with O.C.G.A. § 36-44-17; (c) a detailed, project-specific redevelopment plan specifying measurable, time-bound objectives and the updated tax allocation increment base is adopted by resolution consistent with O.C.G.A. § 36-44-8; (d) Fulton County's annual increment contribution is subject to an enforceable cap; and (e) Fulton County is granted independent audit rights over the administration of all TAD funds to which the County contributes.

BE IT FURTHER RESOLVED, that participation in any newly created, extended, or re-created tax allocation district shall require an affirmative supermajority vote of at least five (5) members of the Board of Commissioners, notwithstanding any current County rule, resolution, or ordinance including Fulton County Code § 101-65, in recognition of the extraordinary long-term fiscal commitment that such participation entails.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby directs the County Manager and County Attorney to: (a) monitor all proceedings before the Atlanta City Council, the Atlanta Board of Education, and Invest Atlanta relating to the NRI and any tax allocation district extensions; (b) take all lawful steps necessary to protect Fulton County's legal rights and financial interests; and (c) pursue all available legal remedies, including filing legal challenges, if the City of Atlanta proceeds to extend its tax allocation districts without Fulton County's affirmative consent or in violation of O.C.G.A. Title 36, Chapter 44.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby demands the prompt return to the Fulton County General Fund of all property tax increment from any tax allocation district that has closed, is closing, or in which the Board has declined to authorize continued County participation, and directs the County Attorney to pursue all available remedies to secure the timely return of such funds.

BE IT FURTHER RESOLVED, that the County Manager in conjunction with the Finance Department and County Attorney shall conduct an annual review of all active tax allocation district participations to evaluate whether continued participation remains consistent with state law, any existing formal intergovernmental and tax allocation district agreement(s), the County's long-term financial interests and ability to meet its constitutional obligations, and shall publish a written report of such findings to the Board of Commissioners no later than March 31 of each year.

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be construed as opposition to legitimate economic development or neighborhood revitalization efforts in the City of Atlanta or elsewhere in Fulton County; rather, the Board of Commissioners

affirms that its constitutional obligations to all Fulton County residents — including legally mandated federal consent decree compliance, capital infrastructure needs, and equal service delivery across fifteen municipalities and unincorporated areas — must take precedence over the extension of a tax increment financing mechanism that has diverted more than Four Hundred Thirteen Million Dollars ($413,000,000) in County property tax revenue over the past thirteen years.

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon adoption by the Fulton County Board of Commissioners and shall be transmitted to the Mayor of the City of Atlanta, the Atlanta City Council, the Atlanta Board of Education, the Georgia Attorney General, and the State Revenue Commissioner as the official policy of Fulton County, Georgia.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia this _____ day of _____, 2026.

FULTON COUNTY BOARD OF COMMISSIONERS

SPONSORED BY:

_____
Bob Ellis, Commissioner
(District 2)

CO-SPONSORED BY:

_____
Khadijah Abdur-Rahman, Vice Chair
(District 6)

ATTEST:

_____
Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

_____
Y. Soo Jo, County Attorney