

**FULTON COUNTY BOARD OF COMMISSIONERS
RECESS MEETING**

May 17, 2023
10:00 AM



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



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

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

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

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

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

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

CONSENT AGENDA**23-0324 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 Recess Meeting Agenda for separate consideration.

23-0325 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Humanity First USA Duluth Food Pantry Appreciation Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Apostle Colette Lewis Gunby Remembrance Day." **(Abdur-Rahman)**
May 6, 2023

Proclamation recognizing "Valerie Wynter Appreciation Day." **(Hall)**
May 6, 2023

Proclamation recognizing "Student Leadership Johns Creek Secretary of State Ambassadors State Championship Appreciation Day." **(Thorne)**
May 9, 2023

Proclamation recognizing "Eagle Scout Cameron Nainoa Jooho Cha-Choe Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "Eagle Scout Nikhil Mahadevan Appreciation Day." **(Thorne)**
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Proclamation recognizing "Eagle Scout Thejase Suhanthan Appreciation Day." **(Thorne)**
May 13, 2023

Proclamation recognizing "R&B Soul Picnic Weekend." **(Barrett/Ellis/Thorne/Hall/Abdur-Rahman)**
May 13-14, 2023

Proclamation recognizing "Velma Mae Turner Rainey Appreciation Day." **(Pitts)**
May 14, 2023

Proclamation recognizing "Eagle Scout Kaivalya Somayajula Appreciation Day."
(Thorne)
April 22, 2023

Proclamation recognizing "Eagle Scout Grant Spencer Hayes Appreciation Day."
(Thorne)
April 22, 2023

Proclamation recognizing "Eagle Scout Ray Miyazaki Wade Appreciation Day."
(Thorne)
April 22, 2023

Commissioners' District Board Appointments

23-0326 Board of Commissioners **COMMISSION ON ELDER AFFAIRS**

Seven (7) appointees by the Board of Commissioners (one for each District); three (3) appointees from each of the non-profit umbrella agencies, which the County contracts with for aging services; and three (3) senior citizens elected by seniors in the three geographical areas of the County. The terms of such members appointed by the Board of Commissioners shall end at the end of the term of the appointing District Commissioner. Such members may continue to serve beyond his/her term until a successor is appointed.

Term = Shall end at the end of the term of the appointing District Commissioner

Terms below expired: 12/31/2022

Mary Blake **(Pitts)**

Rosalind R. Elliott **(Morris)**

Commissioner Barrett has nominated Gary Snyder for a District appointment to a term ending December 31, 2026.

23-0327 Board of Commissioners**DEPARTMENT OF FAMILY & CHILDREN SERVICES BOARD**

The seven (7) members of this board are appointed directly from the County governing authority, effective July 1, 1994, as a result of Senate Bill 469. If the County governing authority fails to make an appointment within 90 days after the vacancy occurs, the DHR Commissioner is authorized to make the appointment. Incumbents whose terms have expired continue to serve until a successor is appointed.

The Official Code of Georgia does not provide any guidance for determining which Commissioner should nominate an appointee in the event of a vacancy. However, the Board of Commissioners adopted a policy at the Recess Meeting, September 18, 1991, item #91-FM-150, assigning one position on the DFACS board to each Commission district.

Term = 5 Years staggered terms

Term below expires: 6/30/2023

Valerie Rogers (**Ellis**)

Vice-Chairman Ellis has nominated Monica Jones to replace Valerie Rogers for a District appointment to a term ending June 30, 2028 (effective 7/01/2023).

Open & Responsible Government**23-0328 Tax Commissioner**

Request approval of the Fulton Industrial Community Improvement District Expansion as certified by the Tax Commissioner.

23-0329 Finance

Ratification of April 2023 Grants Activity Report.

Health and Human Services**23-0330 Community Development**

Request approval of a commitment letter to provide \$2,100,000.00 to support the development of a 102-unit affordable apartment complex by the Roswell Housing Authority (RHA); and authorize the Chairman to execute the commitment letter. The financing commitment is expressly conditioned on RHA receiving the award of low-income housing tax credits from the Georgia Department of Community Affairs. The funding is 100% grant funded.

Infrastructure and Economic Development**23-0331 Real Estate and Asset Management**

Request approval of a Resolution approving a Right of Access and Use License Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Center Helping Obesity in Children End Successfully Inc. ("C.H.O.I.C.E.S.") for the purpose of formalizing terms of access to prepare and distribute healthy meals for economically disadvantage families at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia; to authorize the Chairman to execute the Right of Access and Use License Agreement; to authorize the County Attorney to approve the Right of Access and Use License Agreement as to form and to make modifications thereto in order to protect the interests of Fulton County prior to execution; and for other purposes.

23-0332 Real Estate and Asset Management

Request approval of a Temporary Right of Access Agreement between Fulton County, Georgia ("Grantee") and Thuy Thu Doan and Joseph Ford Hoke ("Grantor") for property located at 2900 West Road, South Fulton, Georgia, for the purpose of the County completing environmental testing and due diligence required to complete planned sewer system improvements. To authorize the Chairman to execute the Temporary Right of Access Agreement. To authorize the County Attorney to approve the Temporary Right of Access Agreement as to form and make modifications thereto prior to execution. Effective upon execution through 365 days, unless extended in writing.

RECESS MEETING AGENDA**23-0333 Board of Commissioners**

Adoption of the Recess Meeting Agenda.

23-0334 Clerk to the Commission

Ratification of Minutes.

Recess Meeting Minutes, April 19, 2023

Regular Meeting Post Agenda Minutes, May 3, 2023

23-0335 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Public Works Week." (Ellis)

Proclamation recognizing "Fulton County Certified Managers Appreciation Day." (Hall)

Proclamation recognizing "Deputy Clarence Houston Appreciation Day." (Hall)

Proclamation recognizing "Center for Excellence Capstone Student Appreciation Day." (Hall)

Proclamation recognizing “Public Safety Memorial Day.” **(Abdur-Rahman)**

Proclamation recognizing “Vendorship, Inc. Appreciation Day.” **(Abdur-Rahman)**

PUBLIC HEARINGS

23-0336 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 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. In the event the 30-minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk’s Office.

PRESENTATIONS TO THE BOARD

Metropolitan Atlanta Rapid Transit Authority

23-0337 Board of Commissioners MARTA Quarterly Update

COUNTY MANAGER'S ITEMS

Open & Responsible Government

23-0338 County Manager Presentation of the Fulton County Operational Report.

23-0339 Finance Review and approval of May 17, 2023 Budget Soundings.

23-0340 Finance

Request approval to accept the bid for \$200,000,000.00 Tax Anticipation Notes for 2023 and approval of a Resolution which authorizes issuance and sale of the \$200,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia.

23-0341 Human Resources Management

Request approval of updates to the Equal Employment Opportunity and Prejudicial Acts Policy (103-16) to ensure compliance with the Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390.

23-0342 Real Estate and Asset Management

Request approval for the Board of Commissioners, on behalf of the Fulton County Department of Real Estate and Asset Management, to provide a letter of support for inclusion with the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application.

23-0343 Real Estate and Asset Management

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, Turnkey Installation of HVAC Equipment for 4700 North Point Pkwy, in the amount not to exceed \$1,392,282.89 with Trane US, Inc. (Doraville, GA), to provide demolition and removal of eight (8) existing roof-top units (RTUs) and install eight (8) new commercial RTUs at the County-owned facility located at 4700 North Point Parkway, Alpharetta, Georgia 30022. Effective upon BOC approval for 10 months or completion of the replacement/installation project as determined by Fulton County.

23-0344 Real Estate and Asset Management

Request approval to increase the spending authority - Department of Real Estate and Asset Management, ITB#ITB22110K-DJ, Furniture and Installation Services for the Fulton County Central Warehouse in the total amount of \$351,522.81 with The Hon Company, LLC c/o Minton Jones Company, Inc. (Muscatine, IA) to cover the costs for Phase II furniture and related components (Emergency Management, Clerk of the Courts, IT, FGTV, DREAM, Police Department, Marshal, and Sheriff's Office) for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval.

Arts and Libraries**23-0345 Arts and Culture**

Request for the rescission of the approval of a public art contract with David Moore and Adam Deck related to the Rogers Bridge Public Art Project in Johns Creek pursuant to Agenda Item 22-0964 on December 21, 2022.

23-0346 Arts and Culture

Request approval of a public art contract to commission Allen Peterson to create three site-specific, original works of art at three locations determined by the County using materials reclaimed from the Rogers Bridge, Johns Creek in the amount of \$54,700.00, and authorization of the County Attorney to approve the public art contract as to form and to make necessary changes to the contract to protect the County prior to execution. The term is upon BOC approval through December 31, 2024.

Health and Human Services**23-0347 Public Works**

Request approval of the dedication of a Permanent Construction Easement of 23,635.49 square feet and a Temporary Construction Easement of 24,975.35 square feet to Johns Creek, Georgia, from Fulton County, Georgia for the purpose of constructing the Old Alabama Road Trail in Johns Creek, Georgia; to authorize the Chairman to sign the easements and any related documents to complete the dedication; to authorize the County Attorney to approve the easements and any related documents as to form and make necessary modifications prior to execution to protect the County's interests.

23-0348 Public Works

Request approval of a recommended proposal - Department of Public Works 22RFP058A-CJC, Laboratory Information Management Systems in an amount not to exceed \$117,105.00 with Ethosoft, Inc. (Norcross, GA) to provide a Laboratory Information Management System. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the sooner of (a) a period of 24 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided herein.

23-0349 Public Works

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning and Manhole Camera Inspection Services in an amount not to exceed \$550,000.00 with Woolpert, Inc. (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. Effective upon BOC approval through December 31, 2023 with two renewal options.

23-0350 Community Development

Request approval of the 2023 Community Services Program (CSP) Evaluation Committee's recommendations in the amount of \$6,863,958.00 to the non-profits identified in Attachment "A". CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services.

23-0351 Community Development

Request approval of the 2023 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of Health and Wellness, and Homeless and Housing.

23-0352 Community Development

Request approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00 to the non-profits identified in Attachment "A". SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. Effective Upon BOC approval.

23-0353 Community Development

Request approval of a contract between Fulton County and Wellspring Living in the amount of \$500,000.00 in American Rescue Plan (ARPA) funds for construction purposes to support Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment.

Justice and Safety**23-0354 Solicitor General**

Request approval of a Resolution for the Office of the Solicitor General to retain any program fees collected in the administration of the Solicitor's Pretrial Intervention and Diversion Program and to establish that the Solicitor's budget is not reduced by any program fees collected pursuant to said program, and for related purposes.

COMMISSIONERS' ACTION ITEMS**23-0320 Board of Commissioners**

Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired aspirational ~~goals and~~ standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis) (HELD ON 5/3/23)**

Commissioners' Full Board Appointments**23-0355 Board of Commissioners**

HOSPITAL AUTHORITY OF FULTON COUNTY (NORTHSIDE) (REF: #23-0254)

Term = 4 years

Term below expires: 4/1/2024

Dr. Thomas W. Gable **(BOC Position #2) (Deceased)**

Vice-Chairman Ellis nominates the following slate to be submitted for appointment of one individual to The Board of Trustees of the Hospital Authority of Fulton County (Northside), to fill the unexpired term of Dr. Thomas Gable:

Kenneth Kupke, M.D.

M.D. Marc Soneshine, M.D.

Jennifer Amerson, M.D.

23-0356 Board of Commissioners
BOARD OF REGISTRATION AND ELECTIONS

The board shall be composed of five members, each of whom shall be an elector and resident of Fulton County, who shall be appointed in the following manner:

- (1) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the last preceding regular general election held for the election of all members of the General Assembly received the largest number of votes in this state for members of the General Assembly;
- (2) Two members shall be appointed by the governing authority of Fulton County from nominations made by the chairperson of the county executive committee of the political party whose candidates at the election described in paragraph (1) of this section received the second largest number of such votes; and,
- (3) One member shall be appointed by the governing authority of Fulton County from nominations made by the Fulton County legislative delegation in the General Assembly, which member shall be designated permanent chairperson of the board. The Fulton County legislative delegation shall be composed of all senators and representatives in the General Assembly whose districts are wholly or partially in Fulton County.

Term = 2 Years

Terms below expire: 6/30/2023

Cathy Woolard (**Chair/BOC/Pitts**)

Dr. Kathleen Ruth (**Fulton County Republican Party/BOC**)

Mark Wingate (**Fulton County Republican Party/BOC**)

Aaron Johnson (**Fulton County Democratic Party/BOC**)

Teresa K. Smith Crawford (**Fulton County Democratic Party/BOC**)

Chairman Pitts has nominated Lee Morris to serve as Chair replacing Cathy Woolard for a Full Board appointment effective July 1, 2023, to a term ending June 30, 2025.

COMMISSIONERS' PRESENTATION AND DISCUSSION ITEMS

23-0357 Board of Commissioners
Discussion: Chief Tax Appraiser Update regarding 2023 Assessments (Ellis)

EXECUTIVE SESSION

[23-0358](#) 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.: 23-0325

Meeting Date: 5/17/2023

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

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Humanity First USA Duluth Food Pantry Appreciation Day."

(Abdur-Rahman)

May 6, 2023

Proclamation recognizing "Apostle Colette Lewis Gunby Remembrance Day." **(Abdur-Rahman)**

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April 22, 2023

Proclamation recognizing "Eagle Scout Grant Spencer Hayes Appreciation Day." **(Thorne)**
April 22, 2023

Proclamation recognizing "Eagle Scout Ray Miyazaki Wade Appreciation Day." **(Thorne)**
April 22, 2023



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0328

Meeting Date: 5/17/2023

Department

Tax Commissioner

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

Request approval of the Fulton Industrial Community Improvement District Expansion as certified by the Tax Commissioner.

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

The proposed expansion meets the criteria set forth in the statutes governing Community Improvement Districts (the consent of a majority of property owners and 75 percent of property values).

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

No

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

Scope of Work: The approve the expansion of the Fulton Industrial Community Improvement District for the purpose taxing properties within the expanded boundaries of the Fulton Industrial Community Improvement District.

Community Impact: No impact to Fulton County. Members of the Community Improvement District voluntarily tax themselves to provide services not funded by the County.

Department Recommendation: Approval of the Fulton Industrial Community Improvement District expansion.

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

na

Funding Line 2:

na

Funding Line 3:

na

Funding Line 4:

na

Funding Line 5:

Na



**STATE OF GEORGIA
COUNTY OF FULTON**

CERTIFICATE OF COMPLIANCE

I, ARTHUR E. FERDINAND, as Fulton County Tax Commissioner, do hereby certify to the Fulton County Board of Commissioners regarding the proposed expansion of the Fulton Industrial Community Improvement District, as shown on the map attached hereto as Exhibit "A" and required under the Fulton County Community Improvement District Act, (Ga. L. 1987, p.5460, as amended, the following:

That written consents to the expansion of the Community Improvement District have been obtained from:

1. A majority of the owners of real property within the District which will be subject to taxes, fees, and assessments levied by the Board of the District; and
2. The owners of real property within the District which constitutes at least seventy-five (75%) percent by value of all real property within the District which will be subject to taxes, fees and assessments levied by the District Board and for this purpose values are determined by the most recent County ad Valorem tax digest.

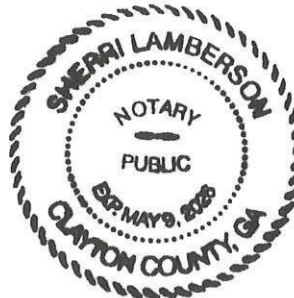
- This the 4th day of May, 2023.

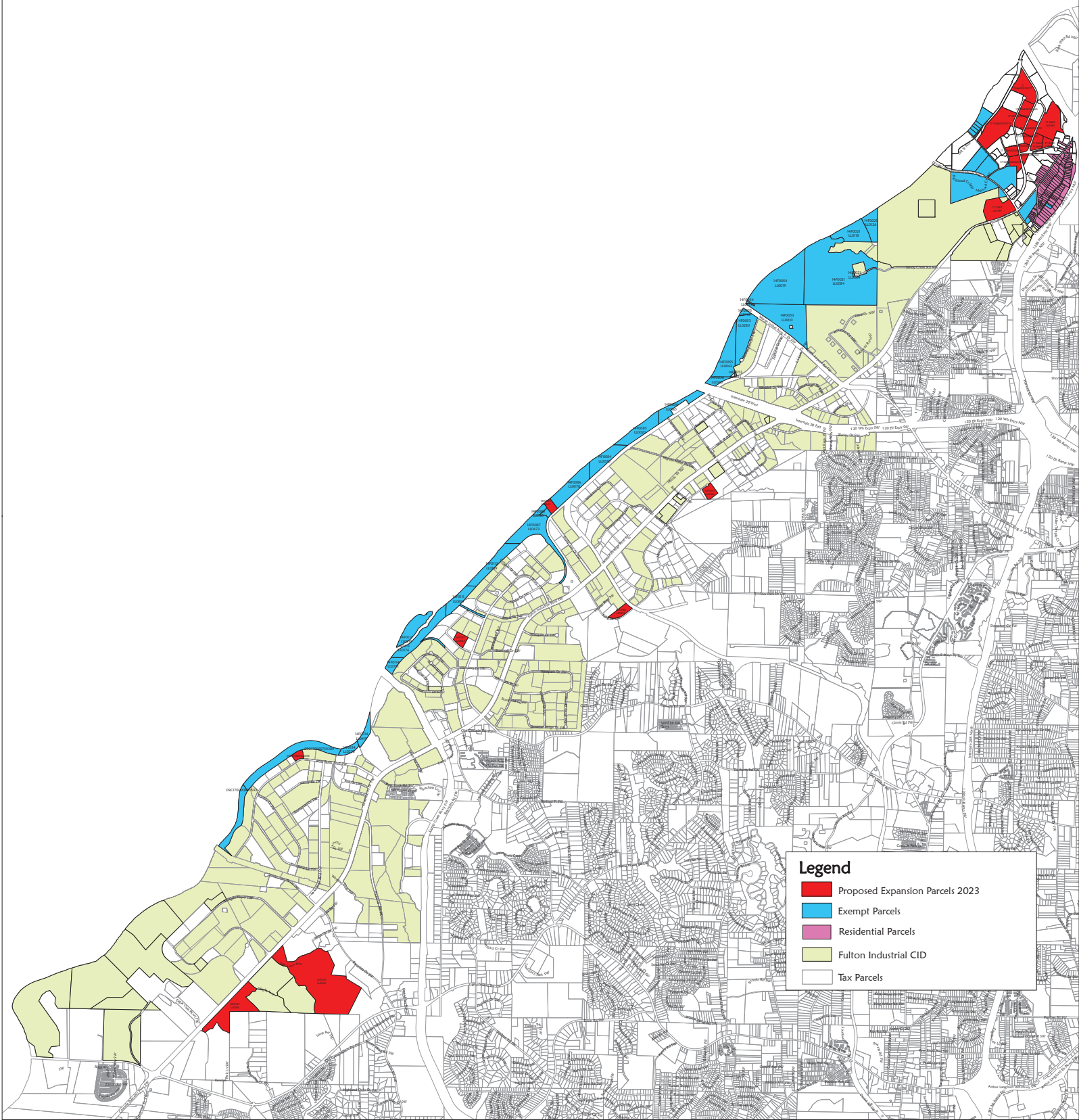

Witness


ARTHUR E. FERDINAND, Tax Commissioner
Fulton County, Georgia

Sworn to and subscribed before
me this 04 day of May, 2023.


Notary Public





Legend

- Proposed Expansion Parcels 2023
- Exempt Parcels
- Residential Parcels
- Fulton Industrial CID
- Tax Parcels



Fulton Industrial CID Proposed 2023 Expansion Parcels

May 2023



Prepared by
Fulton County Board of Assessors
Geographical Information System Division

0 1,250 2,500 5,000 7,500 10,000 Feet

I:\Workspace\GIS\CID\Fulton Industrial CID\2023 Expansion\FIB CID Map May2023.mxd
Last Edited: 5/4/2023

PARID	OWN1	#OWNERS	CONSENT OWNERS	LUC	ASSESSED VALUE	CONSENTING VALUE	
12 250006550368	MANSELL NORTH POINT LLC	1		321	854,400.00		
12 274007390335	SELIG ENTERPRISES INC	1	1	344	1,485,200.00	1,485,200.00	
12 272007540453	10885 HAYNES BRIDGE ROAD LLC	1	1	373	646,760.00	646,760.00	
22 528011200270	PIONEER REAL ESTATE DEV INC	1		374	1,092,600.00		
12 253406120055	EXTRA SPACE PROPERTIES TWO LLC	1		396	1,912,080.00		
12 240006120411	NICHOLS PROPERTIES LLC	1	1	383	1,080,080.00	1,080,080.00	
12 312009060181	LG ELECTRONICS USA INC	1		383	2,800,000.00		
21 550011760089	A T & T RESOURCE MGMT CORP	1	1	383	20,562,840.00	20,562,840.00	
12 270407491988	LIBERTY PARK VILLAGE LLC	1	1	374	3,260,000.00	3,260,000.00	
12 270407492002	LIBERTY PARK VILLAGE LLC			320	40.00		
12 270408022014	LIBERTY PARK VILLAGE LLC			320	40.00		
		9	5		33,694,040.00		
				75%	25,270,530.00		
			56%			27,034,880.00	80%

PANID	TAX DISTRICT	OWN1	OWN	CONSENT OWNERS	LUC	ASSESSED VALUE	Consent Value
09C170000600593	55	Fulton County			600		
09C170100710309	55	Fulton County			600		
09C1701007020258	55	REISMAN PROPERTIES LP	1	1	394	\$ 1,099,200	\$ 1,099,200
14F0021 LL0084	70	Fulton County			690		
14F0021 LL0118	55	Atlanta Development Authority	1		600		
14F0021 LL0126	55	Fulton County			690		
14F0053 LL0010	70	Fulton County			600		
14F0053 LL0143	70	Fulton County			600		
14F0053 LL0283	70	Fulton County			699		
14F0054 LL0019	70	Fulton County			600		
14F0055 LL0042	70	Fulton County			600		
14F0056 LL0140	70	Fulton County	1		601		
14F0056 LL0165	55	SEIG PROPERTIES LLC	1	1	400	\$ 126,360	\$ 126,160
14F0057 LL0960	55	GPT SEIG DRIVE OWNER LLC	1	1	398	\$ 2,082,240	\$ 2,082,240
14F0082 LL0395	55	Fulton County			600		
14F0086 LL0070	55	Fulton County			400		
14F0086 LL0046	55	Brickia LLC	1		400	\$ 16,760	
14F0086 LL0078	55	Fulton County			600		
14F0086 LL0177	55	City of Atlanta			600		
14F0086 LL0185	55	Fulton County			600		
14F0087 LL0473	55	Fulton County			600		
14F0111 LL0614	55	Fulton County			600		
14F0111 LL0663	55	TIE DOWN HOLDINGS LLC	1	1	401	\$ 800,000	\$ 800,000
14F0112 LL0159	55	Fulton County			600		
14F0113 LL0018	55	Fulton County			600		
14F0113 LL0174	55	Fulton County			600		
14F0114 LL0751	55	Fulton County			600		
14F0131 LL0940	55	CRP CHI FULTON INDUSTRIAL II OWNER LLC	1	1	300	\$ 1,982,000	\$ 1,982,000
14F0134 LL0278	55	Fulton County			600		
14F0134 LL0419	55	Fulton County			600		
14F0137 LL0384	55	WALTON GA WOODBURY PARK LP ET AL	1	1	300	\$ 417,320	\$ 417,320
17 0262 LL0669	5	5448 W 47TH STREET LLC	1	1	313	\$ 1,386,360	
17 0262 LL0693	5	ARCO FUEL ET AL	1	1	398	\$ 720,000	\$ 720,000
17 026600010089	5	COBALT IND LLC	1	1	398	\$ 6,857,680	\$ 6,857,680
17 026600010077	5	Dorian HIRK LLC	1	1	398	\$ 1,440,000	\$ 1,440,000
17 026600020019	5	INDUSTRIAL HOLDINGS LLC	1	1	398	\$ 7,198,210	\$ 7,198,210
17 026600020043	5	COFIN COBALT OWNER III LLC	1	1	398	\$ 2,311,560	\$ 2,311,560
17 026600020060	5	Loeh Two Two Fice Building Asun Inc	1	1	612	\$ 668,560	
17 026600020092	5	FRG XGA2 LP	1	397	\$ 960,000		
17 026600020134	5	BBY INVESTMENT GROUP LLC	1	398	\$ 1,080,000		
17 026600020142	5	WESTERN B SOUTHEAST GA LLC	1	1	398	\$ 7,455,840	\$ 7,455,840
17 026600020167	5	KEN & MAX ENTERPRISES LLC	1	401	\$ 697,320		
17 026600020175	5	ATLANTA NLM LLLC	1	397	\$ 2,388,000		
17 0267 LL0785	5	3450 Alp Ventures LLC	1	398	\$ 1,200,000		
		Hestland Equipment Inc	1	395	\$ 2,288,860		
			23	12			
		50% =	11.5				
				75% =	\$ 42,876,090		
					\$ 32,157,067.50		
							\$ 32,470,210 75.7%



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0329

Meeting Date: 5/17/2023

Department

Finance

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

Ratification of April 2023 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' Regular or Recess 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)*

Choose an item.

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

The Fulton County April 2023 Grants Activity Report (GAR) Exhibit 1: BOARD GRANTS RATIFICATION SUMMARY summarizes grants submitted/pending and awarded for the period April 1, 2023 through April 30, 2023. Fulton County departments report the following grants activity:

- Applications Submitted/Pending: 4 (\$5,021,560.04 + \$312,833.64)
- Applications Awarded: 2 (\$3,477,972.00 + \$690,594.40 Cash Match)

The following Strategic Priority Areas are Impacted by April 2023 grant applications:

- Justice and Safety
- Health and Human Services
- Infrastructure and Economic Development

The Fulton County April 2023 Grants Activity Report (GAR) Exhibit 2: ALL GRANTS ACTIVITY summarizes cumulative grants activity through April 30, 2023. Fulton County departments report the following grants activity:

- Total Applications Submitted/Pending: __33__ (\$24,240,924.04 + \$1,160,052.12)
- Total Applications Awarded: __19__ (\$7,072,327.24 + \$0.00 Cash Match)
- Total Grant Applications Denied: __0__ (\$0.00 + No Cash Match)

Department Recommendation: Department recommends ratification of the April 2023 Grants Activity Report (GAR).



**FULTON
COUNTY**

FULTON COUNTY FY2023 GRANTS ACTIVITY REPORT April 2023

Presented to:
Fulton County Board of Commissioners
Wednesday, May 17, 2023
Recess Meeting

Provided by: Fulton County Finance Department, Grants Administration Division



Exhibit 1: Board Grants Ratification Summary

Grants Submitted and/or Awarded

April 1, 2023 - April 30, 2023

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' Regular or Recess 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 FY2023 April 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' Regular or Recess 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."

Grant Applications Submitted and/or Awarded April 1, 2023 Through April 30, 2023 Requiring BOC Ratification

Dept.	Grantor	Grant Title	Grant Description	Funds Requested	County Match	Status
JUSTICE AND SAFETY						
District Attorney	Bureau of Justice Assistance	Innovative Prosecution Solution	Request approval to apply and accept a new grant from the Bureau of Justice in the amount of \$385,000.00 to hire a records clerk to scan files for the District Attorney archives, navigate digital files, building processes and locating best format for redacting video and audio files, records and budgets. No County Cash Match	\$ 385,000.00	\$ -	Pending
District Attorney	Criminal Justice Coordinating Council	STOP Violence Against Women Act Program	Request approval to accept a grant from the Criminal Justice Coordinating Council in the amount of \$25,000.00 to implement the STOP Violence Against Women Act Program to decrease domestic violence homicides. This program will support the prosecution of intimate partner cases and cover supplies, printing and training. There is an In-Kind match of \$8,333.00 that will provided through staff time allocated for the program. No County Cash Match	\$ 25,000.00	\$ -	Awarded
Subtotal:				\$ 410,000.00	\$ -	
HEALTH AND HUMAN SERVICES						
Senior Services	AmeriCorps	AmeriCorps Senior Companion Program	Request approval to apply and accept a repeat grant from AmeriCorps in the amount of \$298,756.80 to provide and establish an AmeriCorps Senior Companion Program and recruit senior volunteers to build relationships and provide socialization and independent-living assistance activities to Fulton County older adults. The program will support 40 volunteers and will serve 160 Fulton County seniors. County Cash Match: \$33,195.20	\$ 298,756.80	\$ 33,195.20	Pending
Senior Services	Atlanta Regional Commission	ARC Aging and Independence Services	Request approval to apply and accept a repeat grant from Atlanta Regional Commission in the amount of \$3,746,205.73 to provide the provisions of the Older American Act by planning and coordinating of aging services including; managing Fulton County Neighborhood Senior Centers, providing Home Delivered Meals, Congregate Meals, Case Management services, Volunteer Services, In-Home services (Personal Care, Homemaker and Respite Services). County Cash Match: \$259,986.68	\$ 3,746,205.73	\$ 259,986.68	Pending
Senior Services	Georgia Department of Human Services	Aging and Department of Behavioral Health Development and Disabilities 5310 Grant	Request approval to apply and accept a repeat grant from Georgia Department of Human Services in the amount of \$591,597.51 to provide transportation services through Transdev Incorporated for Fulton County seniors aged 60 and above to Fulton County Neighborhood Senior Centers, medical appointments and community trips and participants of the Department of Behavioral Health Development and Disabilities to Behavioral Health Training Centers. County Cash Match: \$19,651.76.	\$ 591,597.51	\$ 19,651.76	Pending
Subtotal:				\$ 4,636,560.04	\$ 312,833.64	
Infrastructure and Economic Development						
Public Works	Environmental Protection Agency (EPA)	EPA Community Grant Program - (FY2023 Appropriations Act)	Request approval to accept a grant from the Federal Environmental Protection Agency in the amount of \$3,452,972.00 to design and construct a sanitary pump station in Chattahoochee Hills. This includes installation of a force main from the pump station to convey flow to existing Cedar Grove pump station. County Cash Match: \$690,594.40	\$ 3,452,972.00	\$ 690,594.40	Awarded
Subtotal:				\$ 3,452,972.00	\$ 690,594.40	
OPEN AND RESPONSIBLE GOVERNMENT						
REGIONAL LEADERSHIP						
TOTAL:				\$ 8,499,532.04	\$ 1,003,428.04	



Exhibit 2: All Grants Activity

Cumulative Through April 30, 2023

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 April 30, 2023)

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: 4/1/2023-4/30/2023	Current Period Funds: 4/1/2023-4/30/2023	Cumulative Total Grants	Cumulative Total Funds
Grants Pending	29	\$ 19,219,364.00	4	\$ 5,021,560.04	33	\$ 24,240,924.04
Grants Awarded^	17	\$ 3,594,355.24	2	\$ 3,477,972.00	19	\$ 7,072,327.24
Grants Denied**	0	\$ -	-	\$ -	0	\$ -
Cash Match Requested-2023	-	\$ 156,624.08	-	\$ 1,003,428.04	-	\$ 1,160,052.12
Total:	46	\$ 22,970,343.32	6	\$ 9,502,960.08	52	\$ 32,473,303.40

ALL GRANTS AWARDED, NEW VS. RENEWAL						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2023-4/30/2023	Current Period Funds: 4/1/2023-4/30/2023	Cumulative Total Grants	Cumulative Total Funds
New Grant Awards^	4	\$ 184,623.00	2	\$ 3,477,972.00	6	\$ 3,662,595.00
Renewal/Repeat Grant Awards	13	\$ 3,409,732.24	0	\$ -	13	\$ 3,409,732.24
Total:	17	\$ 3,594,355.24	2	\$ 3,477,972.00	19	\$ 7,072,327.24

ALL GRANTS AWARDED, COMPETITIVE VS. FORMULA						
All Grants Awarded	Prior Period Grants	Prior Period Funds	Current Period Grants: 4/1/2023-4/30/2023	Current Period Funds: 4/1/2023-4/30/2023	Cumulative Total Grants	Cumulative Total Funds
Competitive Grant Awards	5	\$ 251,623.00	2	\$ 3,477,972.00	7	\$ 3,729,595.00
Formula Grant Awards^^	12	\$ 3,342,732.24	0	\$ -	12	\$ 3,342,732.24
Total:	17	\$ 3,594,355.24	2	\$ 3,477,972.00	19	\$ 7,072,327.24



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0330

Meeting Date: 5/17/2023

Department

Community Development

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

Request approval of a commitment letter to provide \$2,100,000.00 to support the development of a 102-unit affordable apartment complex by the Roswell Housing Authority (RHA); and authorize the Chairman to execute the commitment letter. The financing commitment is expressly conditioned on RHA receiving the award of low-income housing tax credits from the Georgia Department of Community Affairs. The funding is 100% grant funded.

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

Pursuant to O.C.G.A. § 36-10-1 all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners 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.)*

Request approval of a commitment letter to provide \$2,100,000 to support the development of a 102 affordable apartment complex by the Roswell Housing Authority (RHA). One of the Roswell Housing Authority's buildings that housed 40 senior and disabled individuals was determined to be structurally unsafe for occupancy and the residents were relocated off-site. The Housing Authority has hired a

developer, (Pennrose), and plans to demolish the old building and develop 102 new affordable housing units. The development will cost approximately \$29,600,000 and will be funded primarily with low-income housing tax credits (\$17,900,000) from the Georgia Department of Community Affairs. The Housing Authority must submit its tax credit application in the 2023 tax credit funding cycle by May 19, 2023. The County's letter committing \$2.1M is required as part of the application. The County funding is subject to the project receiving a tax credit award. Other project funding includes loans, (\$5.2M) the City of Roswell, (\$4M), Developer (\$400k). If the project is awarded low-income housing tax credits, the project will come back to the Board of Commissioners for approval of a \$2.1M contract. The source of the County funding is federal HOME funds (\$1,079,993) and HOME-ARP (\$1,020,007).

Scope of Work: The Roswell Housing Authority working with the developer (Pennrose) will build a new 102 affordable housing complex servicing individuals and families earning below 80% of the area median income. Forty percent (40%) of the units will be available for seniors and disabled individuals on a fixed income.

Community Impact: The new development will add 102 units that will be affordable long-term which will allow displaced senior and disabled residents with an opportunity to return to their community. The Roswell Housing Authority anticipates this project will be a catalyst for a second phase of development that will include 90 additional affordable housing units.

Department Recommendation: The approval of the Commitment Letter.

Project Implications: Approval is critical to the development of the 102-unit apartment complex.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

461-121-HM22-V104 \$526,791

Funding Line 2:

461-121-HM21-V160 \$198,064

Funding Line 3:

461-121-HM22-V160 \$149,863

Funding Line 4:

461-121-HM21-V279 \$41,391

Funding Line 5:

461-121-HM22-V279 \$163,884

Agenda Item No.: 23-0330

Meeting Date: 5/17/2023

Funding Line 5:

461-121-HAR1-V104 \$1,020,007

- DATE -

Amon Martin, Regional Vice President
Pennrose LLC
675 Ponce De Leon Avenue, Suite 8500
Atlanta, GA 30308

Re: **RHA Redevelopment**

Property Address: **199 Grove Way,
Roswell, GA 30075**

Dear Mr. Martin:

Fulton County, Georgia on behalf of its Department of Community Development is excited about the partnership of Pennrose, LLC (Pennrose) and The Roswell Housing Authority (RHA) on the development of the Roswell Housing Authority Redevelopment project (the "RHA Redevelopment" or "Development"). The Team will endeavor to reposition RHA's existing affordable housing so that they will be well positioned to provide quality affordable housing for the City of Roswell for years to come. RHA is one of few affordable housing providers in City of Roswell. High barriers to entry, make affordable housing very challenging to develop in the City of Roswell. The numerous amenities, both public and private, as well as high quality schools, make the City of Roswell one of Georgia's most attractive Cities for families and seniors. This transformative project will allow RHA to reposition their current assets to continue to provide quality affordable housing for families to be able to live in a City with the highest quality of schools for their children and numerous attractions and amenities.

For the purpose of financing the construction and development of the RHA Redevelopment located at 199 Grove Way, Fulton County, Georgia on behalf of its Department of Community Development endeavors to provide a loan to the project with the below terms. Funds used in providing this loan may, in whole or in part, include federally-sourced funds. Lender will disclose the original federal source of such funds if applicable; Borrower is responsible for understanding the requirements and guidelines of using such funds.

The proposed structure of the loan is as follows:

Borrower: Oak Street I LLC, a Georgia limited liability company

Lender: Fulton County, Georgia on behalf of its Department of Community Development

Use of Funds: The funds are to be used for either hard or soft costs related to the development of the RHA Redevelopment.

Loan Amount: The loan amount will be \$2,100,000.

Loan Term: The term of the loan shall be 30 years. The construction period will be twenty-four (24) months, unless extended by mutual consent. The permanent period will be thirty (30) years.

- Loan Interest:** During construction, the note shall bear interest at a rate of zero percent (0.0%)
- Rate:** annum with no “add-ons” to the interest rate. During the permanent period, the note shall bear interest at a rate of zero percent (0.0%) per annum with no “add-ons” to the interest rate.
- Security:** Secured by land and to be constructed by improvements of proposed 102-unit multifamily housing dwelling located at approximately 199 Grove Way, Roswell GA
- Repayment:** The loan will have no payments during the construction or permanent period. All unpaid principal and interest will be due on the maturity date.
- Reserves:** All reserves will meet DCA and 1st Lender / LIHTC Equity Providers minimum Requirements
- Fees:** No fees will be payable in connection with this loan.
- Additional Terms & Conditions:** The Loan is expressly conditioned on the award of 9% low-income housing tax credits from the Georgia Department of Community Affairs.
- Termination:** Fulton County, Georgia on behalf of its Department of Community Development may terminate its commitment under this letter if any of the terms or plans of the transaction as heretofore presented to Fulton County, Georgia on behalf of its Department of Community Development are changed in any material respect.
- Benefit to RHA & the Development:** This letter is for the benefit of the Development and no other person or party may obtain any rights under this letter or be entitled to rely or claim reliance on this letter's terms and conditions, with the exception of the Georgia Department of Community Affairs, who may rely on it for the purposes of considering an application for 9% tax credits.

Sincerely,

Robert L. Pitts, Chairman
Board of Commissioners



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0331

Meeting Date: 5/17/2023

Department

Real Estate and Asset Management

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

Request approval of a Resolution approving a Right of Access and Use License Agreement between Fulton County, Georgia, a political subdivision of the State of Georgia, and the Center Helping Obesity in Children End Successfully Inc. ("C.H.O.I.C.E.S.") for the purpose of formalizing terms of access to prepare and distribute healthy meals for economically disadvantage families at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia; to authorize the Chairman to execute the Right of Access and Use License Agreement; to authorize the County Attorney to approve the Right of Access and Use License Agreement as to form and to make modifications thereto in order to protect the interests of Fulton County prior to execution; and for other purposes.

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

The County's Home Rule powers, found in Article 9, Section 2, Paragraph 1(a) of the Georgia Constitution, provide, in part, that "[t]he 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." Further, pursuant to Fulton County Code § 1-117, the Board of Commissioners "have exclusive jurisdiction and control over . . . directing and controlling all the property of the county, as they may deem expedient, according to law."

Strategic Priority Area related to this item *(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 Approval for Right of Access and Use License Agreement between Fulton County and the Center Helping Obesity in Children End Successfully, Inc. (C.H.O.I.C.E.S.).

Scope of Work: In accordance with Fulton County Policy for use and or occupancy of a County owned real property by a non-County entity, a formal agreement must be approved by the Fulton County Board of Commissioners prior to granting occupancy.

The Fulton County Department of Health Services and Human Services is requesting approval of the Fulton County Board of Commissioners to authorize the Center Helping Obesity in Children End Successfully Inc. ("C.H.O.I.C.E.S."), access and use of kitchen, meal prep space, and parking lot at the Oak Hill Child, Adolescent, and Family Center located at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia. Pending approval, C.H.O.I.C.E.S will obtain an access and a non-exclusive use license to kitchen and meal prep space and parking lot two (2) weeks per month (the second and fourth week of each month) beginning upon execution of the Agreement and ending on December 31, 2023, with five (5) one-year renewal terms beginning on the 1st day of January.

Community Impact: Approval of the Right of Access and Use License Agreement is consistent with the County-wide initiative to promote good health for all residents through:

- Accessibility to Nutrition Meals
- Preventative Health Maintenance Through Nutrition
- Educating residents about the benefits of healthy eating

Department Recommendation: The Department of Real Estate and Asset Management and the Fulton County Department of Health and Human Service recommends approval of the Right of Access and Use Agreement with the C.H.O.I.C.E.S. for the purpose of formalizing terms of access and the permitted use of certain space at the Oak Hill Child, Adolescent, and Family Center located at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia.

Project Implications: Approval of the Right of Access and Use Agreement is consistent with the County initiative that all people trust government to be efficient with regards to use of its assets and available resources.

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

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

Fiscal Impact / Funding Source

Funding Line 1:

Non-Applicable

1 A RESOLUTION APPROVING A RIGHT OF ACCESS AND USE LICENSE
2 AGREEMENT BETWEEN FULTON COUNTY, GEORGIA, AND THE CENTER
3 HELPING OBESITY IN CHILDREN END SUCCESSFULLY, INC. FOR THE PURPOSE
4 OF FORMALIZING THE TERMS OF ACCESS TO CERTAIN PORTIONS OF COUNTY-
5 OWNED PROPERTY LOCATED AT 2805 METROPOLITAN PARKWAY, SW,
6 ATLANTA, GEORGIA TO PREPARE AND DISTRIBUTE HEALTHY MEALS FOR
7 ECONOMICALLY DISADVANTAGE FAMILIES ; TO AUTHORIZE THE CHAIRMAN TO
8 EXECUTE THE RIGHT OF ACCESS AND USE LICENSE AGREEMENT ; TO
9 AUTHORIZE THE COUNTY ATTORNEY TO APPROVE THE RIGHT OF ACCESS AND
10 USE LICENSE AGREEMENT AS TO FORM AND TO MAKE MODIFICATIONS
11 THERETO TO PROTECT THE COUNTY’S INTERESTS; AND FOR OTHER
12 PURPOSES.

13 WHEREAS, childhood obesity is a serious problem in the United States, putting
14 children and adolescents at risk for poor health; and

15 WHEREAS, obesity-related conditions include high blood pressure, high
16 cholesterol, type 2 diabetes, breathing problems such as asthma and sleep apnea, and
17 joint problems; and

18 WHEREAS, obesity is largely preventable through consuming healthy and
19 nutritional meals daily and by following basic principles of healthy eating habits; and

20 WHEREAS, the Center Helping Obesity In Children End Successfully Inc.,
21 (“C.H.O.I.C.E.S.”) is a nonprofit entity founded to be a resource for economically
22 disadvantaged families with family members and youths at risk for obesity; and

23 WHEREAS, it is the intent of Fulton County and C.H.O.I.C.E.S. to enter into a
24 Right of Access and Use License Agreement for the purpose of formalizing terms of
25 access to kitchen, certain office space and the parking lot at County-owned property
26 located at 2805 Metropolitan Parkway, S.W., Atlanta, Georgia, formally known as the Oak
27 Hill Child, Adolescent, and Family Center; and

1 **WHEREAS**, pending the approval of the Right of Access and Use License
2 Agreement by the Fulton County Board of Commissioners, C.H.O.I.C.E.S. will have
3 access to kitchen, meal prep space, and parking lot that will be used to prepare and
4 distribute healthy and nutritional meals for economically disadvantage families on the
5 second and fourth weeks of each month; and

6 **WHEREAS**, the County's Home Rule powers, found in Article 9, Section 2,
7 Paragraph 1(a) of the Georgia Constitution, provide, in part, that "[t]he governing authority
8 of each county shall have legislative power to adopt clearly reasonable ordinances,
9 resolutions, or regulations relating to its property, affairs, and local government for which
10 no provision has been made by general law and which is not inconsistent with this
11 Constitution or any local law applicable thereto."

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

15 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
16 approves a Right of Access and Use License Agreement with C.H.O.I.C.E.S. in
17 substantially the form attached hereto as Exhibit "A," and incorporated herein by
18 reference.

19 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
20 is hereby authorized to execute the Right of Access and Use License Agreement and
21 other necessary ancillary documents between Fulton County and C.H.O.I.C.E.S.

22 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
23 approve the Right of Access and Use License agreement and any other ancillary

documents as to form and to make such other or additional modifications that are necessary to protect the County's interests prior to execution by the Chairman.

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 the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this _____ day of May, 2023.

**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

**RIGHT OF ACCESS AND USE LICENSE AGREEMENT BETWEEN
FULTON COUNTY, GEORGIA AND THE CENTER HELPING OBESITY IN
CHILDREN END SUCCESSFULLY, INC.**

THIS RIGHT OF ACCESS AND USE LICENSE AGREEMENT (“Agreement”) is made and entered into by and between Fulton County, a political subdivision of the State of Georgia (“Fulton County,” the “County,” or “Licensor”), and The Center Helping Obesity in Children End Successfully, Inc., a non-profit corporation organized under the laws of the State of Georgia (“CHOICES” or “Licensee”) (collectively referred to as, the “Parties”).

WITNESSETH:

WHEREAS, CHOICES is located at 1275 Shiloh Road, Suite 2660, Kennesaw, Georgia 30144; and

WHEREAS, CHOICES is a non-profit organization focused on nutrition education by way of healthier cooking and training the trainer classes/seminars; and

WHEREAS, in furtherance of this purpose, CHOICES prepares, cooks, packages and distributes food for economically disadvantaged families within the community; and

WHEREAS, Fulton County owns the Oak Hill Child, Adolescent, and Family Center located at 2805 METROPOLITAN PARKWAY, SW, ATLANTA, GEORGIA (hereinafter, “Premises”); and

WHEREAS, CHOICES desires to utilize certain portions of the Premises, as identified in the attached Exhibit A (the “License Area”), periodically each month to store, prepare, cook, package, and distribute food to serve economically disadvantaged families in Fulton County; and

WHEREAS, pursuant to O.C.G.A § 36-1-19.1, Fulton County is authorized to make contributions to any corporation, association, institution, or individual for purely charitable

purposes, provided that the activities funded by any such contribution must take place within Fulton County, with “purely charitable purposes” meaning charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations; and

WHEREAS, the Parties deems it to be in the best interest of both Parties to enter into this Agreement to allow CHOICES to store, prepare, cook, package, and distribute food to serve economically disadvantaged families in Fulton County.

NOW THEREFORE, in consideration of the mutual benefits to inure to both Parties, it is hereby agreed as follows:

1.

GRANT AND TERM OF LICENSE

Fulton County hereby grants CHOICES the right of access and non-exclusive use license to the Premises for a period of two (2) weeks per month (the second and fourth week of each month) beginning upon execution by the Parties of this Agreement and ending on December 31, 2023. Subject to the termination provisions of Section 4 below, this Agreement will automatically renew for five (5) one-year renewal terms (each a “Renewal Term”), with each Renewal Term beginning on the 1st day of January 2024, 2025, 2026, 2027 and 2028 respectively, and ending on December 31st of each year in which it is renewed. Notwithstanding any other provision in this Agreement, the County in its sole discretion can terminate the automatic renewal of the Agreement by providing written Notice of Non-Renewal to Licensee. Upon delivery of the County’s Notice of Non-Renewal, the Agreement will end absolutely on December 31st of the year in which the Notice of Non-Renewal is delivered to Licensee.

RIGHT OF ACCESS AND USE OF THE LICENSE

Licensee, along with any of its agents, has the non-exclusive right to use the area detailed in Exhibit A as the License Area, which generally includes the parking lot, kitchen, and ground floor B side of the premises, in accordance with the terms and conditions of this Agreement for the purpose of receiving, storing, preparing, cooking, packaging, and distributing food to serve economically disadvantaged families in Fulton County. Licensee's use of the License Area shall be limited to the second and fourth week of each month. Licensee shall comply with all applicable state, local, and federal laws, regulations, policies and procedures in its use of the Premises. Under no circumstances shall Licensee knowingly permit illegal activities to occur in conjunction with the use of the facilities subject this Agreement.

Licensee shall only conduct its activities within the License Area and shall not encroach onto other parts of the Premises. Licensee shall cooperate with Licensor and other parties utilizing the Premises. If any dispute arises between Licensee and another party utilizing the Premises, Licensee shall notify Licensor of such dispute. Licensee shall cooperate with Licensor in resolving the dispute. In the event that any such dispute cannot be resolved, the County Manager (or person designated by the County Manager), shall be the final decision maker.

At any time, at Licensor's sole discretion, Licensor may change, adjust, relocate, or modify the License Area. Licensee hereby acknowledges that planned construction and/or development at the Premises may disrupt or interrupt Licensee's access and use of the Premises, and Licensee hereby waives any complaint or grievance it may have about such disruption or interruption.

3.

MAINTENANCE

Licensors shall perform routine maintenance to the facility as the need arises, which shall include but not be limited to janitorial services or any other maintenance services as may be required for the intended operational use. Janitorial services do not include the disposal of waste, trash, or debris generated by Licensee's activities on the Premises and Licensee shall be solely responsible for the disposal of waste, trash, or debris generated by Licensee's activities on the Premises. At Licensee's sole cost and expense, Licensee may bring or cause to be brought onto the Premises a dumpster to dispose of the waste, trash, or debris generated by its activities on the Premises. Said dumpster may be brought to the Premises on the week Licensee has access to the License Area and shall be removed from the Premises no later than the Monday of the week following Licensee's access of the License Area. The location of the placement of the dumpster on the Premises shall be approved, in writing, by Licensors in its sole and absolute discretion.

4.

DEFAULT; CURE; TERMINATION OF AGREEMENT

In addition to the County's right to terminate the automatic renewal of the Agreement as provided in Section 1, if either Party violates any of its obligations under this Agreement, the non-violating Party will provide a written request for correction to the violating party within ten (10) days after its receipt of the request for correction. If the violating Party has not substantially corrected the noted breach, the non-violating Party, at its option, may terminate this Agreement immediately, and Licensee shall remove all property located inside the subject Premises within thirty (30) days of receiving or providing such written notice of termination of the Agreement.

Either Party may terminate or suspend the Agreement for convenience or any other reason with fifteen (15) days written notice to the other Party. Licensee shall remove all of its property located within the subject Premise within ten (10) days of receiving or providing such written notice of termination of this Agreement. Upon termination of this Agreement for any reason, Licensee and its agents shall have the right to remove any and all movable property and equipment which they have furnished or installed on the Premises, provided that Licensee shall repair any and all damages to the Premises caused by such installation or removal.

5.

SUSPENSION

The County may, by written notice to Licensee, suspend the access provided by this Agreement as needed. Upon receipt of a suspension notice, the Licensee must immediately vacate the Premises and remove any of its property which may be in the Premises. Only upon receipt of a notice that the suspension has been lifted may Licensee re-enter the Premises in accordance with this Agreement.

6.

INSURANCE

Licensee agrees to obtain and maintain during the entire term of this License Agreement all of the insurance required as specified in Exhibit B with the County as an additional insured and shall furnish the County with a Certificate of Insurance (“COI”) showing the required coverage.

7.

LIABILITY AND INDEMNIFICATION

Licensee, as the requestor of said License, further agrees that, as per this License Agreement, Licensee shall be responsible for all costs and damages stemming from all claims,

actions, damages, liability and expense, and shall indemnify and hold harmless Fulton County from all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of Licensee, its employees, agents or contractors upon the Premises or any property surrounding the Premises in conducting the permitted activities.

Should Licensee retain a contractor or subcontractor to perform such activities, Licensee shall require that said contractor or subcontractor: (1) indemnify and hold harmless Fulton County from all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and costs, in connection with personal injury or property damage arising out of the acts or omissions of the contractor or subcontractor, its employees, agents or contractors upon the Premises or any property surrounding the Premises in conducting the permitted activities and (2) list the County as an additional insured on its automobile liability and general and excess liability coverages for their respective activities on the Premises or any property surrounding the Premises.

Notwithstanding the foregoing, nothing herein shall be construed as a waiver of Fulton County's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.

8.

NOTICES

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by (i) certified U.S. mail, return receipt requested, (ii) a nationally recognized overnight delivery service, or (iii) by hand delivery with signature of recipient required by reputable courier, to each Party at the addresses set forth below. The day upon which such notice is hand delivered or mailed shall be deemed the date of service of such notice.

To Fulton County: Fulton County Manager
141 Pryor Street, SW, Suite 10061
Atlanta, Georgia 30303

With copies to: Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta Georgia, 30303
Attention: Director

To: CHOICES: The Center Helping Obesity in
Children End Successfully, Inc.
1275 Shiloh Rd. NW, Suite 2660
Kennesaw, Georgia, 30144
Attention: Chief Executive Officer

9.

MISCELLANEOUS

9.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

9.2 No failure of either Party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other Party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either Party's right to demand exact and strict compliance by the other Party hereto with the terms and conditions of this Agreement.

9.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the state of Georgia.

9.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction than an instrument is to be construed more strictly against the Party who prepared the same.

9.5 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Electronic, photocopy and facsimile copies of signatures may be used in place and stead of original signatures with the same force and effect as originals.

9.6 Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Premises or the condition or suitability thereof for Licensee's purpose.

9.7 Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. § 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards within, on or around Premises.

9.8 This Agreement supersedes all prior negotiations, discussions, statements and constitutes the full, complete and entire agreement between the Parties with respect to the Premises for Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Party hereto unless

such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals this the ____ day of April, 2023.

LICENSOR:

FULTON COUNTY, GEORGIA

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

LICENSEE:

**THE CENTER HELPING OBESITY IN
CHILDREN END SUCCESSFULLY, INC.**

By: _____
Its: _____

EXHIBIT A

License Area

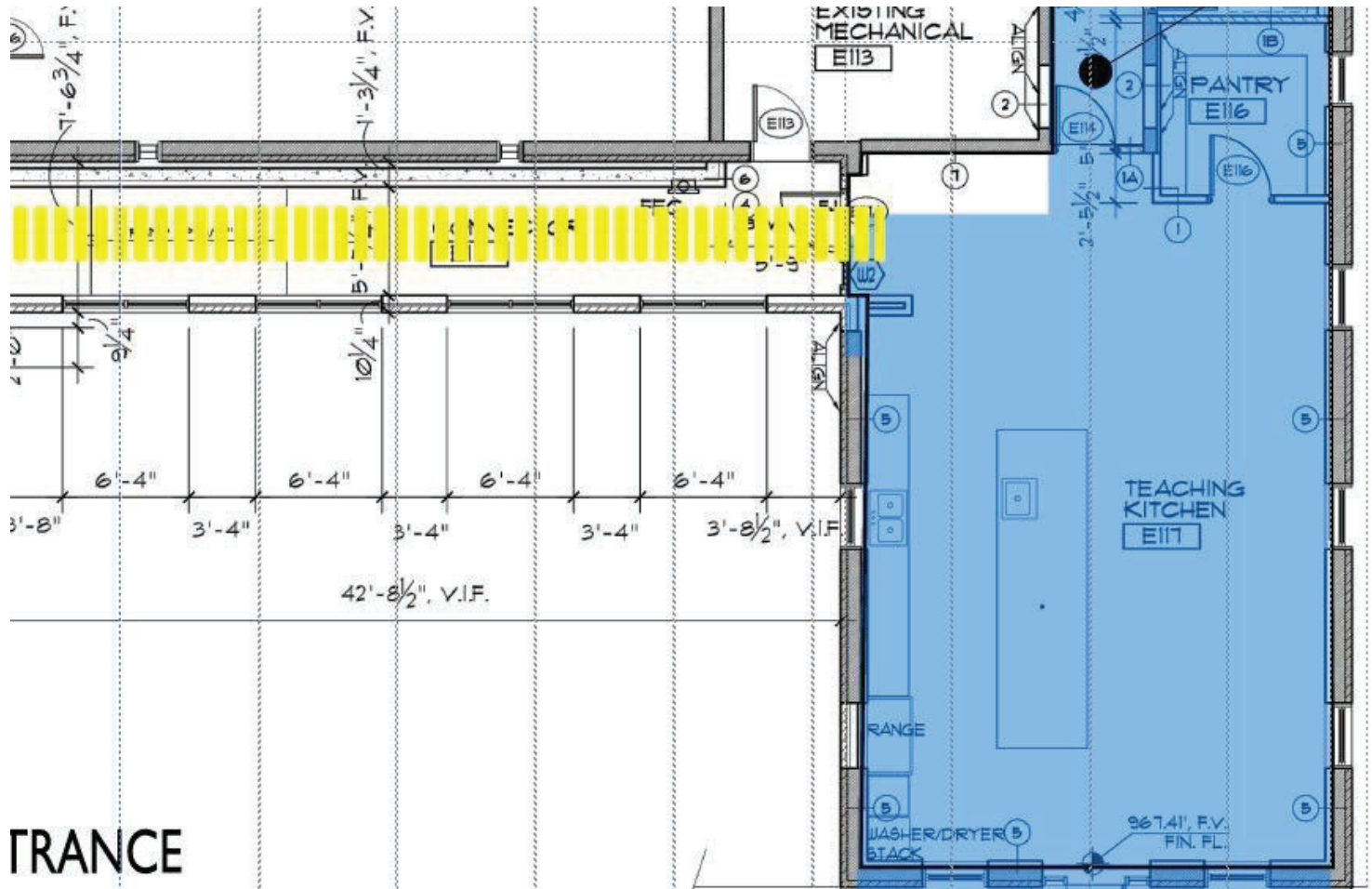


EXHIBIT B

Insurance

The following are the minimum insurance coverages and limits that Licensee must maintain. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

It is Fulton County's practice to obtain Certificates of Insurance from our Licensees. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance **must** be provided to Fulton County prior to the start of access to the Premises as described in License Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License Agreement shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	\$1,000,000
---	-----------------	-------------

4. UMBRELLA LIABILITY Each Occurrence \$1,000,000
(In excess of above noted coverages)

Certificates of Insurance

Licensee shall provide written notice to Fulton County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Fulton County.

If Fulton County shall so request, the Licensee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0332

Meeting Date: 5/17/2023

Department

Real Estate and Asset Management

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

Request approval of a Temporary Right of Access Agreement between Fulton County, Georgia ("Grantee") and Thuy Thu Doan and Joseph Ford Hoke ("Grantor") for property located at 2900 West Road, South Fulton, Georgia, for the purpose of the County completing environmental testing and due diligence required to complete planned sewer system improvements. To authorize the Chairman to execute the Temporary Right of Access Agreement. To authorize the County Attorney to approve the Temporary Right of Access Agreement as to form and make modifications thereto prior to execution. Effective upon execution through 365 days, unless extended in writing.

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

Pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over exercise such 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)*

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: Thuy Thu Doan and Joseph Ford Hoke, the property owners of 2900 West Road, South Fulton, Georgia, have requested that Fulton County execute a Temporary Right of Access

Agreement to formalize terms under which Fulton County can complete onsite environmental testing and due diligence for the purpose of completing planned improvements to the County's Morning Creek Sewer System.

Approval of the Fulton County Board of Commissioners is being requested to execute a Temporary Right of Access Agreement, in substantially the form attached hereto to formally acknowledge the terms of access and responsibilities of the parties.

Community Impact: Approval of the Temporary Right of Access Agreement will allow the Fulton County Department of Public Works and their contractors to access the real property owned by Thuy Thu Doan and Joseph Ford Hoke to complete due diligence and environmental testing required for improvements to the County's sewer system.

Department Recommendation: The Department of Real Estate and Asset Management and the Fulton County Department of Public Works recommends approval of a Temporary Right of Access Agreement to formally acknowledge the terms of access onto Thuy Thu Doan and Joseph Ford Hoke real property at 2900 West Road, South Fulton, Georgia.

Project Implications: Approval of the Temporary Right of Access Agreement is part of the initial efforts required to develop comprehensive sewer improvement plans for the Morning Creek Sewer System.

Community Issues/Concerns: None.

Department Issues/Concerns: None.

LOVE ENGINEERS

990 HAMMOND DRIVE, SUITE 900
ATLANTA, GEORGIA 30328
TEL: 770-857-8400
FAX: 770-857-8401
www.lowengineering.com
Land Surveyor Firm License No.
LSF000656

DATE: 08.03.2022

CONDEMNATION EXHIBIT PREPARED FOR:
MORNING CREEK SANITARY SEWER

VICINITY MAP — LOCATION (N.T.S.)

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION OF ONE FOOT IN 186,670 FEET.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS MAP OR PLAT WERE OBTAINED BY USING IN THE FIELD SURVEY A LEICA TS16 ROBOTIC TOTAL STATION, LEICA CS20 FIELD CONTROLLER AND LEICA GS18 GNSS RTK ROVER.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY LEICA SMARTNET. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83), STATE PLANE COORDINATE SYSTEM OF GEORGIA, WEST ZONE, US SURVEY FOOT. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVOD88).

FIELD WORK COMPLETED ON 16 DECEMBER 2022.

BY GRAPHIC PLOTTING ONLY, THIS SITE IS LOCATED WITHIN SPECIAL FLOOD HAZARD AREA "AE" AS PER THE FLOOD INSURANCE RATE MAP (F.I.R.M.), FULTON COUNTY UNINCORPORATED AREAS, GEORGIA, MAP NUMBER 13121C0490F, WITH AN EFFECTIVE DATE OF 9/18/2013.

ZONE AF: WITH REEF (BASE FLOOD ELEVATION) OR DEPTH

A BOUNDARY SURVEY WAS NOT PERFORMED FOR THIS EXHIBIT. PROPERTY LINES SHOWN ARE
 PER EVIDENCE FOUND AND THE RECORD DESCRIPTION.

THIS SURVEY WAS PREPARED WITHOUT THE INFLUENCE OF ANY REVENUE ASSESSMENTS OR ENCUMBRANCES NOT SHOWN.

OVERHEAD ELECTRIC LINE
UNDERGROUND SANITARY SEWER LINE
BASE FLOOD ELEVATION

- IRON PIN FOUND/SET
- RIGHT-OF-WAY MONUMENT
- Ⓢ SANITARY SEWER MANHOLE
- Ⓜ POWER POLE

REVISIONS		
NO.	DATE	
1	08.23.2022	PER CLIENT COMMENTS
2	12.17.2022	CONDEMNATION AREA REVISED
3		
4		
5		
6		
7		



Thuy Thu Doan and Joseph Ford Hoke
Area to be Condemned – Legal Description
Parcel ID: 13 0190 LL0236)

All that tract or parcel of land lying and being in Land Lot 190 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found (1/2" rebar) located at the intersection of the Land Lot Line common to Land Lots 190 and 191 with the northeasterly right-of-way line of Jonesboro Road/SR 138 (having a variable width right-of-way); thence leave said intersection and run easterly along said northeasterly right-of-way line S84°23'45"E a distance of 244.89 feet to a point; said point being the **TRUE POINT OF BEGINNING**

[illegible]

Together with and subject to all legal easements and rights of way both public and private, said tract or parcel of land containing 2.376 acres, more or less (103,492 square feet, more or less).

CONDEMNATION EXHIBIT

LOWE ENGINEERS
990 HAMMOND DRIVE, SUITE 900
ATLANTA, GEORGIA 30328
TEL: 770-857-8400
FAX: 770-857-8401
WWW.LOWENGINEERS.COM
LSE000656
Land Surveyor Firm License No.

PROJECT NO.: 22-100030
(20-0200)
DRAWN BY: CAM
CHECKED BY: COL
DATE: 08.03.2022

COPYRIGHT © 2022 BY LOWE ENGINEERS, LLC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF LOWE ENGINEERS, LLC AND IS TO BE USED ONLY FOR THE PROJECT SPECIFIED HEREIN. IT IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT OR IN PART EXCEPT BY EXPRESSED WRITTEN AGREEMENT WITH LOWE ENGINEERS, LLC. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT IS PROPERLY SIGNED AND SEALED.

CONDEMNATION EXHIBIT PREPARED FOR:
MORNING CREEK SANITARY SEWER
IMPROVEMENTS
PARCEL ID: 13 0190 LL0236
THUY THU DOAN & JOSEPH FORD HOKÉ
LOCATED IN LAND LOT 190, 13th DISTRICT
FULTON COUNTY, GEORGIA

- LEGEND - ABBREVIATIONS**
- IPS IRON PIN SET
 - IPF IRON PIN FOUND (1/2" REBAR)
 - RWM RIGHT-OF-WAY MONUMENT
 - POB POINT OF BEGINNING
 - R/W RIGHT OF WAY
 - LL LAND LOT
 - DBPG DEED BOOK/PAGE
 - CL CENTERLINE
 - P.L. PROPERTY LINE
 - 50 FT. SQUARE FEET
 - MANHOLE SANITARY SEWER MANHOLE
 - DIP DUCTILE IRON PIPE
 - ELEV. ELEVATION
 - CONC. CONCRETE
 - FIRM FLOOD INSURANCE RATE MAP
 - N.T.S. NOT TO SCALE
- LEGEND - LINE TYPE**
- PROPERTY LINE
 - - - CREEK CENTERLINE
 - - - RIGHT-OF-WAY LINE
 - - - METAL FENCE
 - - - OVERHEAD ELECTRIC LINE
 - - - UNDERGROUND SANITARY SEWER LINE
 - - - 843' BASE FLOOD ELEVATION
- LEGEND - SYMBOLS**
- IRON PIN FOUNDSET
 - SANITARY SEWER MANHOLE (EXISTING)
 - POWER POLE

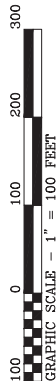
CALL TABLE

COURSE	BEARING	DISTANCE
1	N02°13'21"E	48.52'
2	N71°59'06"W	20.78'
3	N02°13'21"E	25.32'
4	N60°35'24"W	2.47'
5	N72°07'06"W	234.21'
6	S06°28'25"W	15.11'
7	N84°23'45"W	75.79'



REVISIONS

NO.	DATE	PER CLIENT COMMENTS
1	08.23.2022	CONDEMNATION AREA REVISED
2	12.17.2022	CONDEMNATION AREA REVISED
3		
4		
5		
6		
7		



RESERVED FOR PLAT FILING

TEMPORARY RIGHT OF ACCESS AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS TEMPORARY RIGHT OF ACCESS AGREEMENT, addendums, and Exhibits attached hereto (the "Agreement") is made and entered into this ___ day of May, 2023 (the "Effective Date") by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia ("Grantee"), and **Thuy Thu Doan and Joseph Ford Hoke** (collectively the "Owner" or "Grantor"), who owns the land and the improvements thereon (together, the "Property") having an address of **2900 West Road, South Fulton, Georgia**, bearing Tax ID number 13 0190 LL0236 and being more particularly described in Exhibit A, attached hereto (the "Property");

1. **Grant.** Owner hereby grants to Grantee, and its assigns, nominees, agents, and successors, a non-exclusive license for temporary right of access and entry to the Property for the purpose of observing and measuring (surveying), geotechnical investigations, and wetlands verification for the replacement of the existing wastewater system located along Morning Creek (the "Work"). Owner shall provide Grantee access to the Property at all times, twenty-four (24) hours per day, seven (7) days per week, for one year from the Effective Date for the foregoing purposes (the "Work Period"). The Work Period may be extended by mutual written agreement by the parties. By executing this Agreement, Owner does not convey any property interest and does not intend for this Agreement to be or become an easement. Owner further does not waive any rights to the payment of just and adequate compensation for any and all property taken or damaged by Grantee as a result of any entry upon the Property or execution of this Agreement. By entering the Property, Grantee agrees to restore the impacted area as near as possible to its original condition following the completion of the Work. For the purposes of this document, "original condition" shall mean the condition of the Property and/or surrounding areas immediately prior to the commencement of the Work Period.

2. **Grantee Obligations.** Grantee shall comply with all applicable law and perform the Work at its own cost and expense. Grantee shall keep the Property in its current condition to the extent reasonably possible and keep the Property clean and free of debris and trash during the Work Period. Grantee shall also exercise due care and caution and promptly and diligently repair all damage to the Property caused by Grantee. The Work shall be at the sole risk of Grantee, and Owner shall not be liable for damage thereto or loss thereof, except in the event of Owner's gross negligence or willful misconduct. Nothing herein shall be construed as a waiver of Grantee's or its employee's waiver of available governmental immunities.

3. **Term.** This Agreement shall commence on the date of this Agreement set forth above and end at the expiration of the Work Period but shall end no later than one year from the Effective Date, unless extended by the parties in writing.

4. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

5. **Additional Terms.** See Addendum to Temporary Right of Entry attached hereto.

[Continued on Following Page]

IN WITNESS WHEREOF, we have set our hand and seal this the ____ day of May, 2023.

GRANTORS:

Thuy Thu Doan, Owner/Grantor

Notary Public

Joseph Ford Hoke, Owner/Grantor

Notary Public

GRANTEE:

Fulton County, Georgia

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

ADDENDUM TO TEMPORARY RIGHT OF ENTRY

Notwithstanding anything to the contrary contained in the Agreement, Grantor and Grantee, in consideration of the covenants stated in the Agreement and this Addendum, further agree as follows:

1) **Terms Binding on other Parties**: Grantee, its agents, assigns, nominees, or any other party than Grantee (included in any reference to Grantee in the Agreement or this Addendum), conducting Work pursuant to the Agreement must abide by the terms contained in the Agreement and this Addendum.

2) **Scope of Work**: The scope of Work outlined in the Agreement rises to the level of a Phase 2 Environmental Site Assessment. Grantee shall not otherwise have the right to conduct any other invasive testing without first obtaining Grantor's written consent, which consent may be withheld in Grantor's sole discretion. The placement of any permanent improvements is not within the scope of this Agreement.

3) **Areas of Access**: The scope of Grantee's access on the Property is limited to the portion of Grantor's property shown as "Area to be Condemned" on that Condemnation Exhibit Prepared for Morning Creek Sanitary Sewer Improvements, dated December 17, 2022, and prepared by Lowe Engineers attached as Exhibit A.

4) **Replacement Condition**: Fifteen business days after the expiration of the Work Period, Grantee shall mail notice at the Property address referenced above or personally deliver to Grantor a list of items that were damaged, removed, and replaced on the Property during the Work Period and the location of those items. If any trees are removed during Grantee's entry of the Property, Grantee must replace the removed trees with Chestnut and Water Oak Trees.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0335

Meeting Date: 5/17/2023

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

Presentation of Proclamations and Certificates.

Proclamation recognizing "Public Works Week." **(Ellis)**

Proclamation recognizing "Fulton County Certified Managers Appreciation Day." **(Hall)**

Proclamation recognizing "Deputy Clarence Houston Appreciation Day." **(Hall)**

Proclamation recognizing "Center for Excellence Capstone Student Appreciation Day." **(Hall)**

Proclamation recognizing "Public Safety Memorial Day." **(Abdur-Rahman)**

Proclamation recognizing "Vendorship, Inc. Appreciation Day." **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0337

Meeting Date: 5/17/2023

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

MARTA Quarterly Update



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0338

Meeting Date: 5/17/2023

Department

County Manager

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

Presentation of the Fulton County Operational Report.

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

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Operational Report

May 17, 2023

Board of Commissioners Meeting

AGENDA

Public Safety and Technology:

- Justice System

Internal Services and Facilities:

- COVID 19 Reserve & ARPA Spend
- Monthly Financial Report
- Monthly Emergency Purchase Orders & Monthly CM Contract Approvals



Justice System Update

FULTON COUNTY GOVERNMENT

Project ORCA & Justice System Update

MAY 17, 2023



AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

Project Overview

Since the beginning of COVID-19, the Fulton County Court System has amassed a significant and unprecedented level of cases. Project ORCA will address this challenge by utilizing a combination of capacity expansion and productivity enhancement initiatives to expedite the case adjudication process.

Case Accumulation Defined

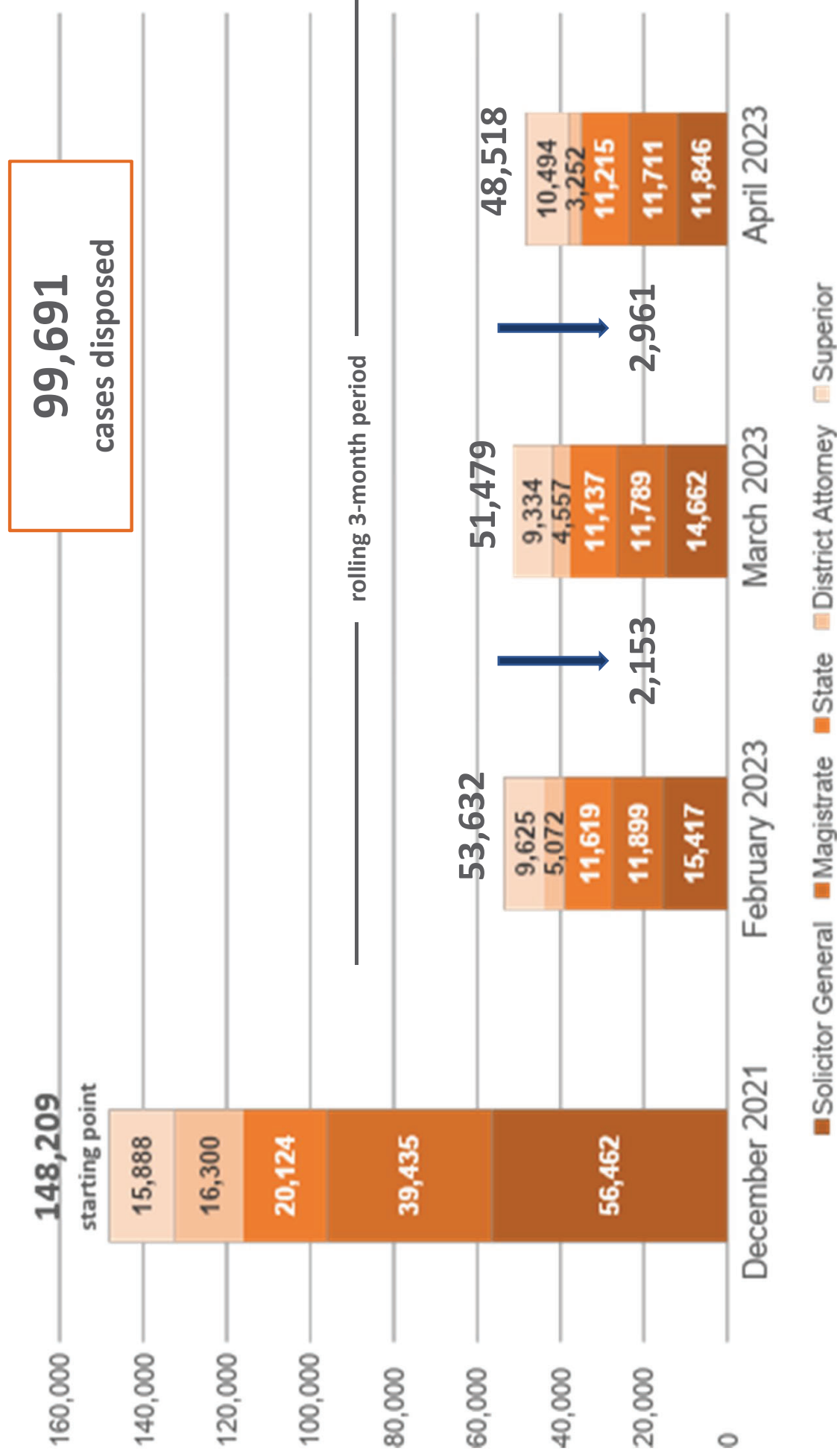
All cases (hearings, filings, applications) that were initiated before and during the pandemic (including those currently awaiting formal charging or filing) that have been impacted due to current limitations at various stages of the case administration process.

The COVID-19 Case Resolution Project began on **December 6, 2021** with **148,209** open and active cases.

As of **April 30, 2023**, **99,691** cases have been disposed. There are **48,518** pending open and active cases.

PROJECT ORCA CASE REDUCTION

Dispositions by Office



PROJECT ORCA CASE REDUCTION

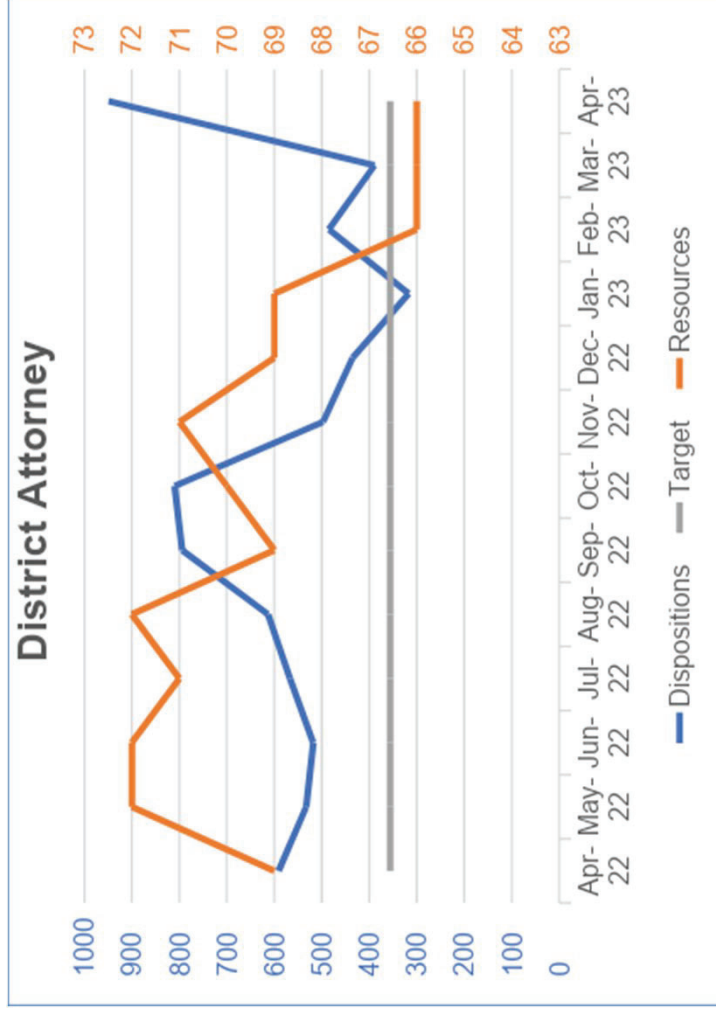
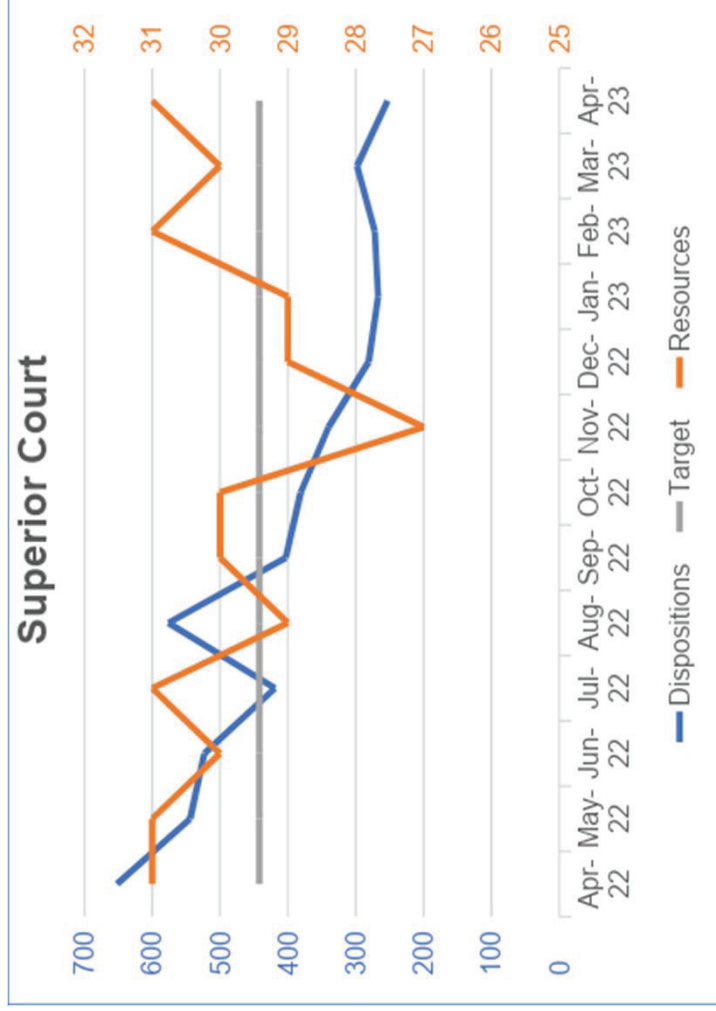
Case Disposition SUMMARY



Office	April 2023 (Last full month)			Project To Date (12/6/2021 through 4/30/2023)		
	Target	Actual	Variance	Target	Actual	Variance
Superior	442	253	(189)	7,503	9,073	1,570
District Attorney	356	1,305	949	7,273	13,048	5,775
State	556	369	(187)	9,445	11,625	2,180
Solicitor General	1,540	4,192	2,652	26,180	46,202	20,022
Magistrate	1,091	98	(993)	18,542	27,720	9,178
Overall	3,985	6,217	2,232	68,943	107,668	38,725

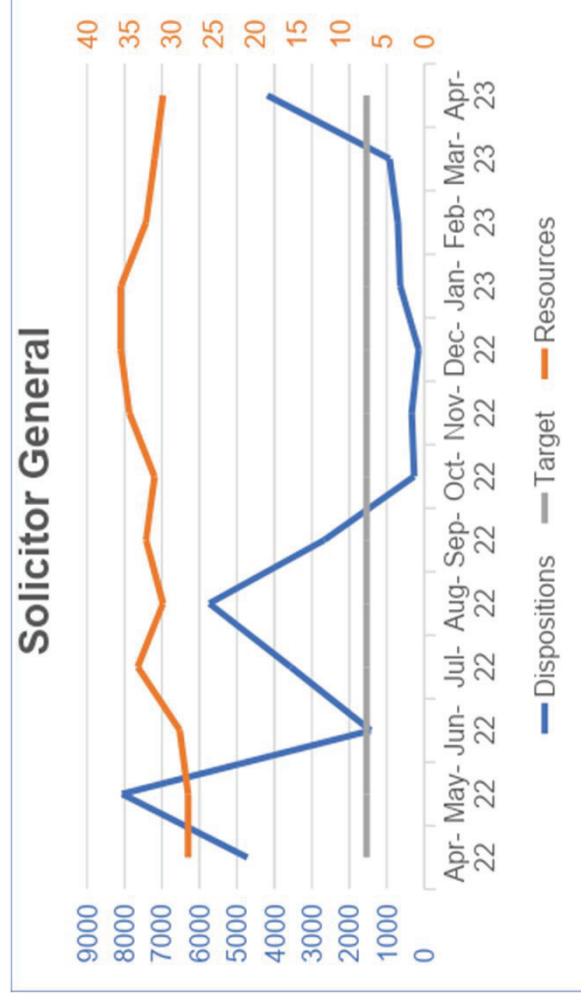
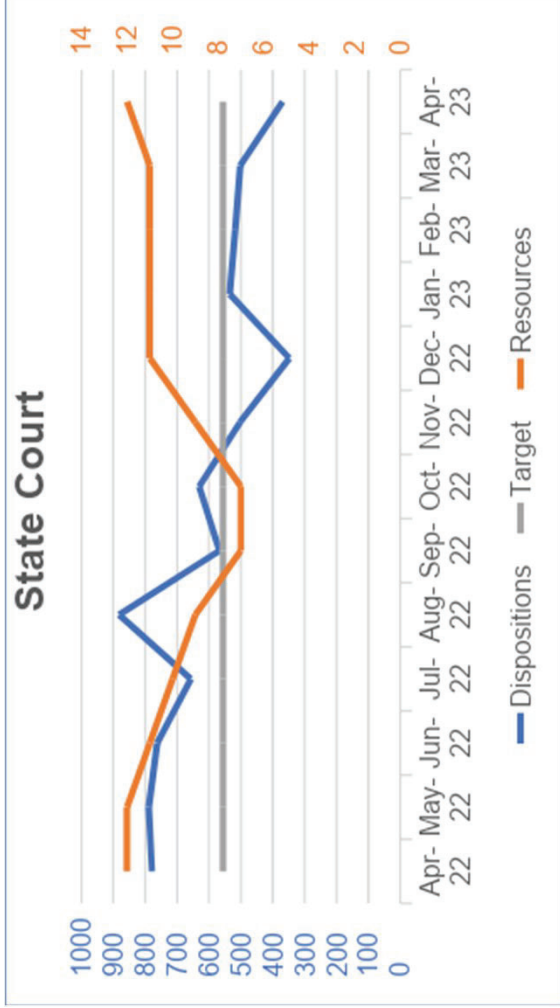
PROJECT ORCA CASE REDUCTION

disposition trends - superior court & district attorney



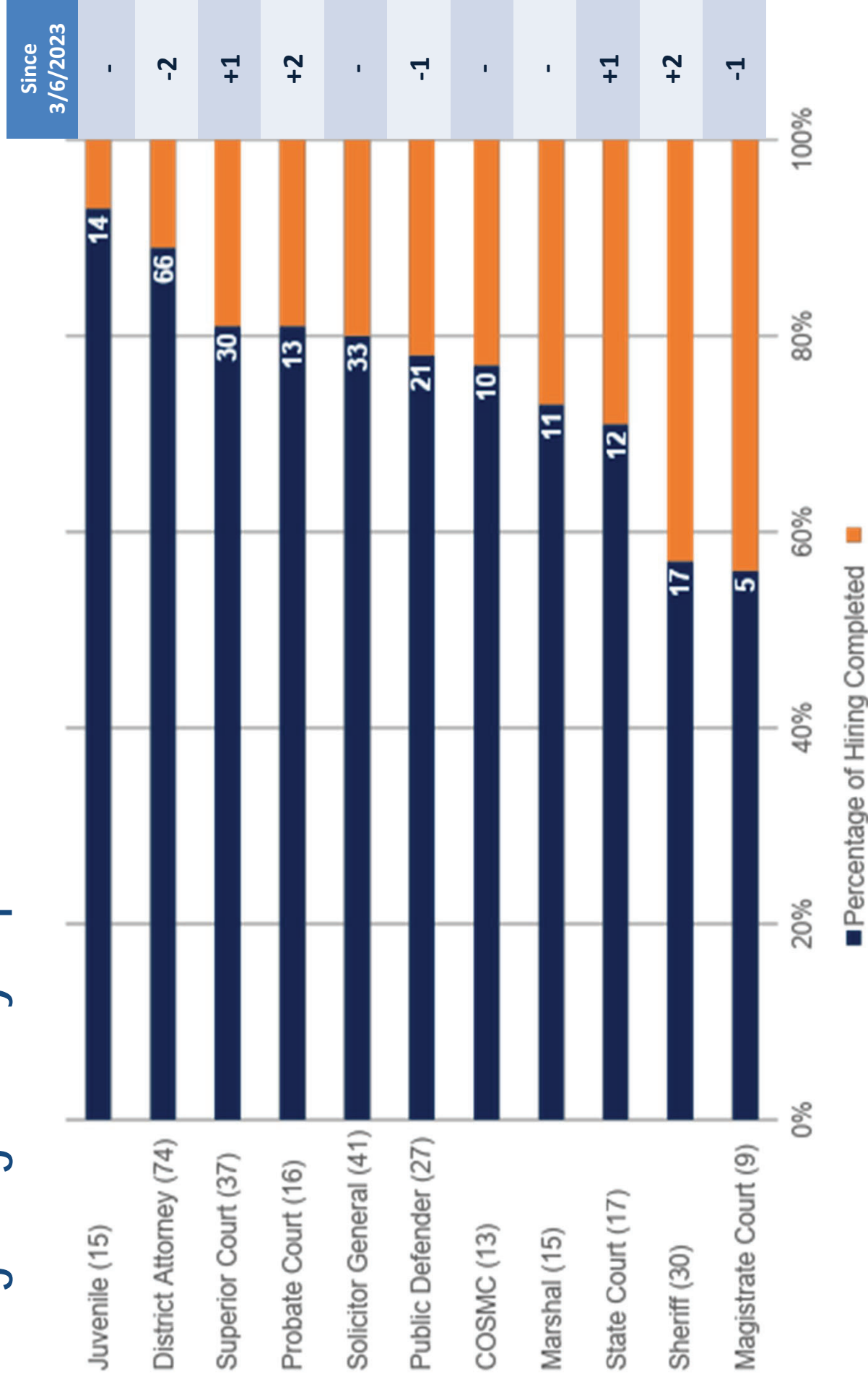
PROJECT ORCA CASE REDUCTION

disposition trends - State Court, Magistrate court & solicitor general



Hiring Progress

Hiring Progress by Department AS OF 4/30/2023



FULTON COUNTY GOVERNMENT

Project ORCA & Justice System Update

MAY 17, 2023



AGENDA

01 ORCA CASE REDUCTION

02 CUMULATIVE CASE REDUCTION

03 JAIL POPULATION UPDATE

CUMULATIVE CASE REDUCTION

COURT CAPACITY



Office	Case Type	February		March		April	
		Disposed 2023	% Capacity 2023	Disposed 2023	% Capacity 2023	Disposed 2023	% Capacity 2023
Superior	CR	482	67.6%	568	76.4%	510	72.4%
Superior	CV	465	118.2%	625	122.9%	459	94.9%
District Attorney	CR	2,619	232.3%	2,883	143.6%	10,585	283.9%
State	CR	862	71.7%	844	54.5%	994	65.3%
State	CV	656	144.8%	753	119.1%	659	129.3%
Solicitor General	CR	2,750	117.4%	1,661	140.7%	7,573	488.4%
Magistrate	CR	229	153.7%	355	150.4%	239	185.3%
Magistrate	CV	7,092	89.2%	8,234	185.3%	7,890	243.3%

Court capacity figures are derived from a baseline of average dispositions from the same months in 2018 and 2019 (pre-COVID).

FULTON COUNTY GOVERNMENT

Project ORCA & Justice System Update

MAY 17, 2023

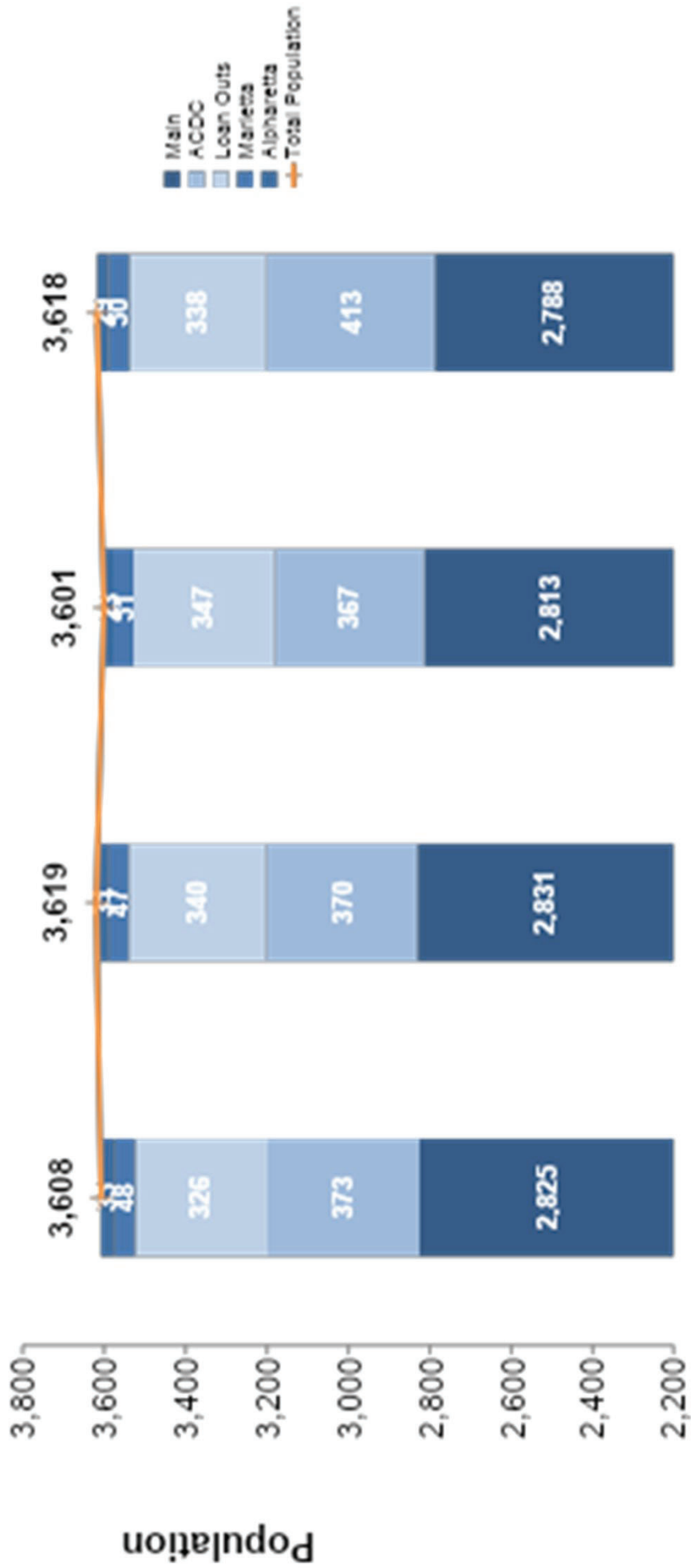


AGENDA

- 01 ORCA CASE REDUCTION
- 02 CUMULATIVE CASE REDUCTION
- 03 JAIL POPULATION UPDATE

Average Weekly Jail Population

4/03/2023 - 4/30/2023



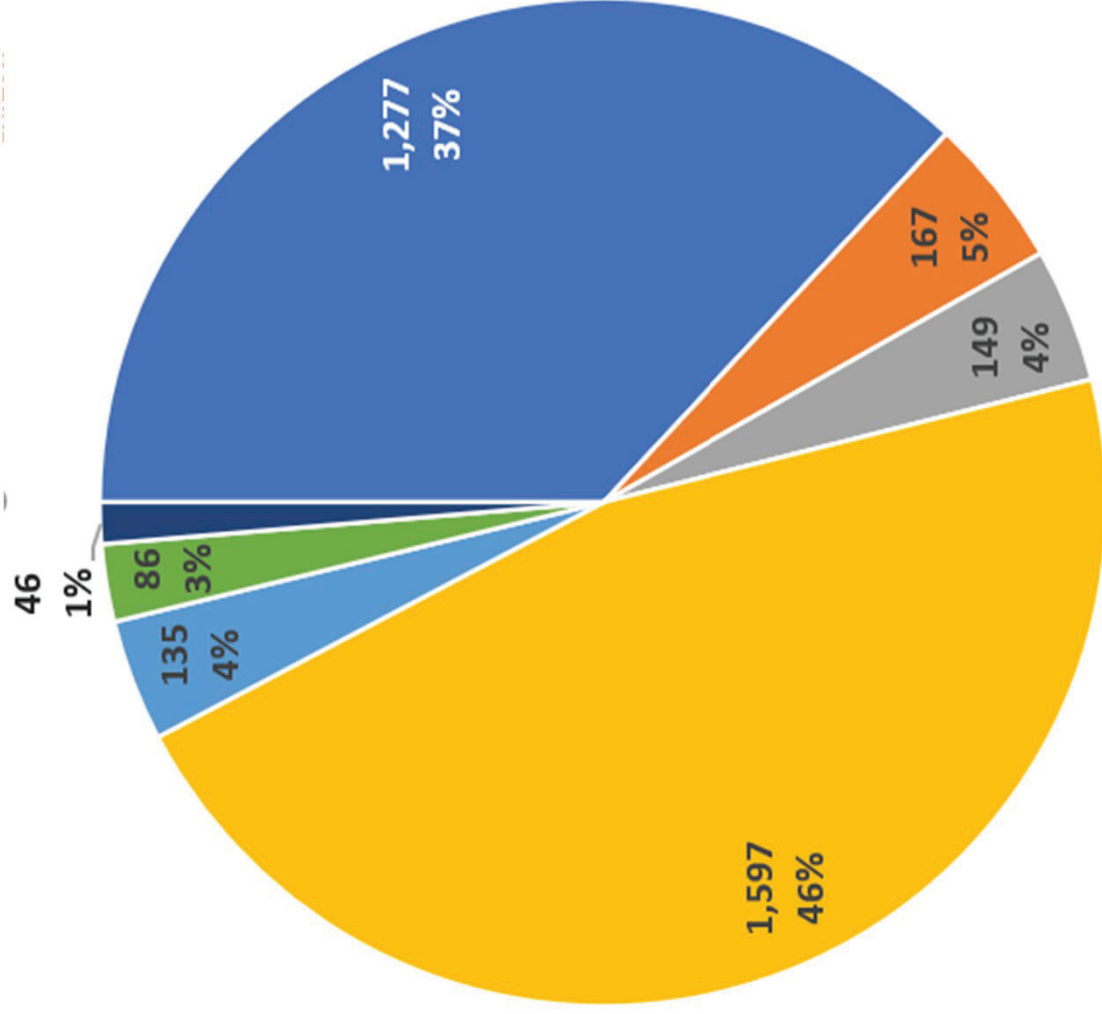
	04/03 - 04/09	04/10 - 04/16	04/17 - 04/23	04/24 - 04/30
Book In	378	381	423	425
Book Out	365	387	415	392
Net	(13)	6	(8)	(33)

JAIL POPULATION

FULL INMATE ANALYSIS AS of 4/18/2023



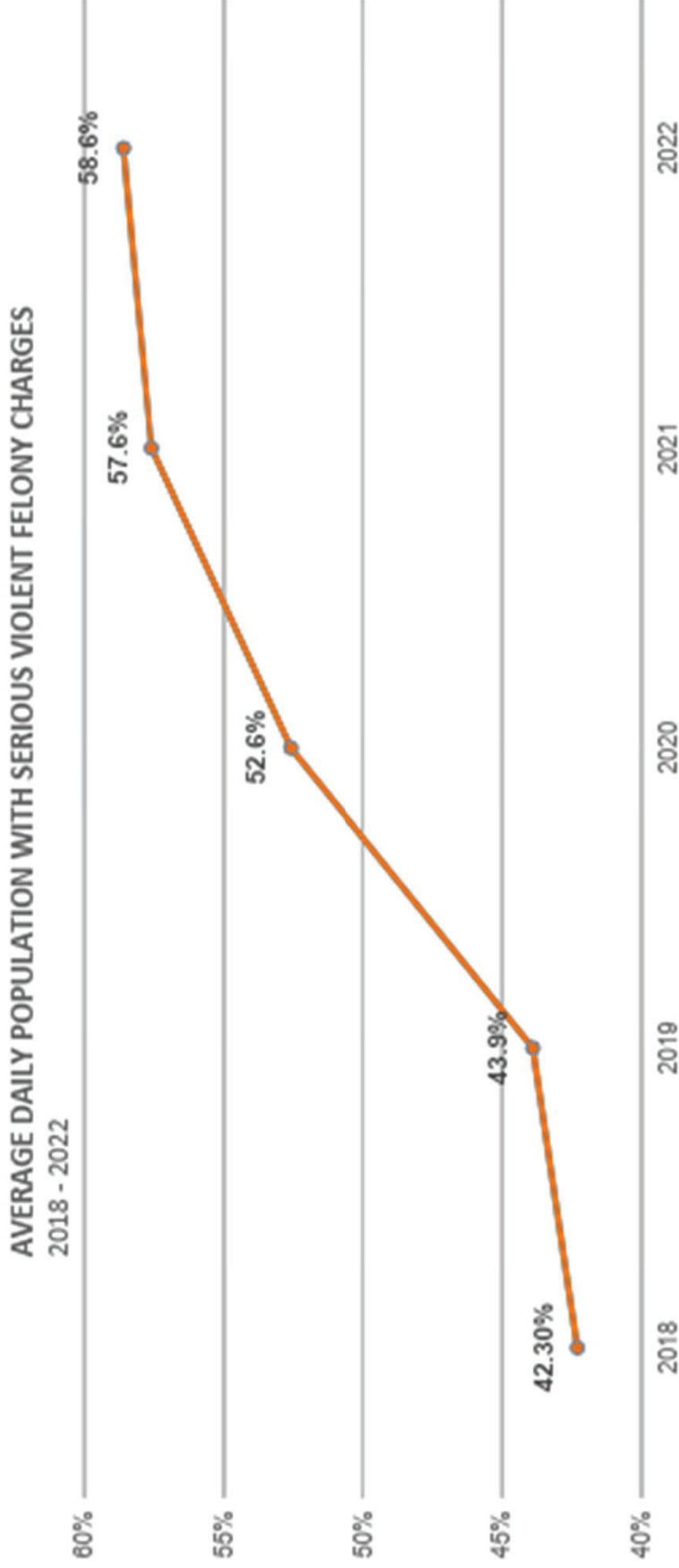
Status	Number of Inmates	
Unindicted	1,277	37%
Unindicted w/ Indicted Case	167	5%
Unindicted w/ Hold	149	4%
Unindicted TOTAL	1,593	46%
Indicted (DA)	1,597	46%
Accused (SG)	135	4%
Serving Sentence / CPO	86	3%
Foreign Hold / Extradition / SBPP	46	1%
TOTAL	3,457	100%



- Unindicted
- Unindicted w/ Indicted Case
- Unindicted w/ Hold
- Indicted
- Accused
- Serving Sentence/CPO
- Foreign Hold/Extradition/SBPP

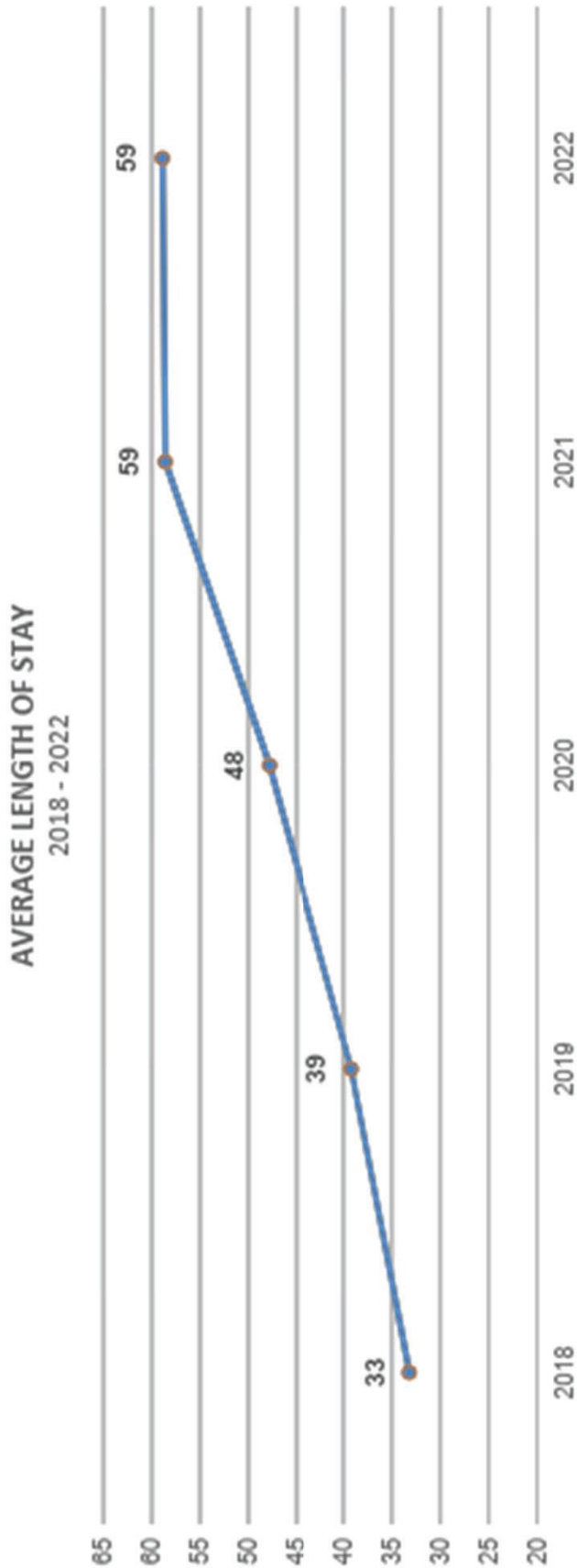
JAIL POPULATION

CHARGE SEVERITY ANALYSIS



Serious Violent Felony Charges include murder, felony murder, armed robbery, rape, kidnapping, aggravated child molestation, aggravated sodomy and aggravated sexual battery

JAIL POPULATION LENGTH OF STAY



Jail population

Population reduction Initiatives



ACTION ITEM	DESCRIPTION / BACKGROUND
Increase the number of senior judges for Superior Court	Add new senior judges for criminal trial / weekend calendars and increase their compensation
Superior Court civil cases to State Court	Assign Superior Court civil cases to State Court for the remainder of 2023
Weekend court at Fulton County Jail	Hold criminal court cases at Fulton County Jail on weekend days
Increase Zoom capacity for Superior Court criminal cases	Increase the calendars and resources to expand cases leveraging Zoom
Expand the C-3 Program	Increase the number of C-3 contract attorneys and cases per attorney, with a focus on jail cases
Prioritize jail cases on the Superior Court calendar	Prioritize jail cases on Superior Court calendars
Establish a competency court calendar	Create a dedicated calendar for competency cases
Increase inmate transports to Superior Court	Double the capacity of inmate transports per week

priorities



- ✓ Accelerate ORCA case resolution/performance
- ✓ Implement multi-agency jail reduction plan
- ✓ Prevent Post-ORCA backlog

Justice System Dashboards

public information



JUSTICE SYSTEM DASHBOARDS	
DEPARTMENT	PUBLICLY AVAILABLE DASHBOARDS
SUPERIOR COURT	Total Defendants in Jail (Complex)
	Defendants in Jail for Over 1 Year (Complex)
	Total Pending Cases (Complex)
	Cases Pending for Over 1 Year (Complex)
	Total Defendants in Jail (Non-Complex)
	Defendants in Jail > 180 Days (Non-Complex)
NATIONAL COURT STANDARDS	Total Pending Cases (Non-Complex)
	Cases Pending > 180 Days (Non-Complex)
	Time to Disposition (Felony)
	Time to Disposition (Civil)
	Time to Disposition (Family)
STATE COURT	Clearance Rates
	Aging of Cases
	Total Defendants in Jail (Misdemeanor)
	Defendants in Jail Over 1 Year (Misdemeanor)
	Total Pending Criminal Cases
Criminal Cases Pending for Over 1 Year	

PROJECT ORCA DASHBOARDS	
DEPARTMENT	PUBLICLY AVAILABLE DASHBOARDS
OVERALL	Total Disposed Cases
	Remaining Open & Active Cases
COURTS	Total Disposed Cases & Filings
	Remaining Open & Active Cases & Filings
PROSECUTORS	Total Disposed, Indicted, or Accused Cases
	Remaining Open & Active Cases

Justice System & National Standards Dashboards:
<https://sharefulton.fultoncountygga.gov/stories/s/6ier-8cti>

Project ORCA Dashboards:
<https://sharefulton.fultoncountygga.gov/stories/s/Project-ORCA-Cases-Version-3-/jggn-kkdd/>



QUESTIONS



QUESTIONS



COVID 19 Reserve & ARPA Spend Update

Cash Flow Projections – COVID 19 Response

In Millions \$						
		05.10.2023		05.10.2023		05.10.2023
		Budget		Commitments		Expenses
EERF - General Fund		\$	10.5	\$	10.5	\$ 10.5
Communications			1.7		1.7	1.7
Child Care / Healthcare / Other			0.5		0.5	0.5
Payment to Employees			6.6		6.6	6.6
2020 Obligation/Unallowable			1.7		1.7	1.7
American Rescue Act		228.1		158.9		122.2
Health Infrastructure			15.6		1.0	0.1
Pandemic Proof County Facilities			28.0		2.3	1.3
Day Porters / Cleaning			1.9		1.9	1.5
Child Care			0.7		0.4	0.3
Other Emergencies			1.4		1.7	1.4
Lifeline Animal Control			0.5		0.5	0.5
Premium Pay for Employees			3.4		3.4	3.4
PPE- County Employees			2.4		2.4	1.6
Court Backlog Project			75.0		59.2	41.2
Information Tech - Virtual Support			8.0		8.1	1.1
Safety Net Services - CSP			8.1		8.0	7.5
Tiny Homes			1.0		1.0	-
Living Assistance			0.5		0.5	-
Diversion Center			1.7		1.7	-
Summer Youth			0.5		0.5	0.5
Employees Covid Healthcare			4.0		4.0	3.5
General Administration			1.0		1.0	0.4
Long Term Revolving Loan Program			3.9		3.9	3.9
Food Insecurity			5.1		5.1	3.5
Job Training			1.6		1.6	0.4
ERAP 2 & High Need			29.0		29.0	29.0
ERAP Additional Operational Costs			9.1		9.1	9.0
Vaccination and Testing - Shared Cost of FEMA Reimbursable Items 3Q22+			0.2		0.2	0.1
Grady Hospital			11.0		11.0	11.0
Testing Vaccination			13.5		1.2	0.5
Vaccine Incentive Program			1.2		0.4	0.4
Consolidated Appropriations Act		18.0		18.0		18.0
ERAP 1			18.0		18.0	18.0
ERAP Reallocation		67.0		67.0		67.0
ERAP 4			25.0		25.0	25.0
ERAP 5			25.0		25.0	25.0
ERAP 6			17.0		17.0	17.0
FEMA Related Expenses		29.5		29.5		29.3
Total		\$	353.1	\$	283.9	\$ 247.0
Reserve			\$		20.1	

Cash Flow Projections – COVID 19 Response

Cash Flow Projection COVID-19 Response

In Millions \$

Uses of Funds		2021	2022	2023	2024	Total
A	EERF - General Fund	10.5	-	-	-	10.5
B	American Rescue Act	51.8	57.6	87.4	31.4	228.1
C	Consolidated Appropriations Act	17.4	0.6	-	-	18.0
D	ERAP Reallocation	-	67.0	-	-	67.0
E	FEMA Related Expenses	21.2	7.8	0.3	-	29.4
Projected Annual Uses		100.9	133.1	87.7	31.4	353.0

Sources of Funds		2021	2022	2023	2024	Total
A	EERF	10.5	16.4			26.9
B	American Rescue Act	128.4	103.4			231.8
C	Consolidated Appropriation Act	18.0				18.0
D	ERAP Reallocation	-	67.0			67.0
E	FEMA Reimbursement at 100% until 2Q 22/90% 3Q 22+	5.9	7.4	6.3	9.8	29.4

Projected Annual Sources		162.8	194.2	6.3	9.8	373.1
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Cash Balance EOY - 100% FEMA Reimbursement

		61.9	123.0	41.6	20.1	20.1
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QUESTIONS



Financial/Performance Measures Update

Monthly Financial Report

General Fund Expenditure Analysis 2022 vs 2023 - April

Department	2022				2023			
	A	B	A/B	% Change	C	D	C/D	% Change
	YTD 2022 Exp	2022 - Budget	%		YTD 2023 Exp	2023 Budget	%	
Arts & Culture	181 \$	648,619 \$	5,634,171 \$	12%	940,179 \$	9,685,272 \$	10%	-2%
Behavioral Health	755 \$	4,114,272 \$	17,050,336 \$	24%	2,149,920 \$	18,465,916 \$	17%	-12%
Board of Health	750 \$	3,450,196 \$	11,613,441 \$	30%	3,680,423 \$	11,150,587 \$	33%	3%
Child Attorney	237 \$	782,160 \$	2,812,243 \$	28%	1,163,883 \$	3,680,718 \$	32%	4%
Commission Districts	101	1,144,980	4,032,043	28%	1,058,803	4,477,947	24%	-5%
Community Development	121	822,164	10,731,334	8%	1,027,690	14,654,332	7%	-1%
County Attorney	235	912,641	3,650,564	25%	1,659,998	5,069,994	33%	8%
County Comm Clerk	110	384,416	1,270,823	30%	308,670	1,323,704	23%	-7%
County Manager	118	1,115,835	3,619,870	31%	1,091,152	3,827,658	29%	-2%
County Marshal	419	2,103,549	7,060,063	30%	2,079,486	7,425,060	28%	-2%
District Attorney	480	9,337,776	31,541,968	30%	10,214,715	41,643,241	25%	-5%
Diversity and Civil Rights	186	321,215	1,540,400	21%	297,895	1,514,230	20%	-1%
DREAM	520	9,350,362	35,157,743	27%	10,859,753	39,377,818	28%	1%
Economic Development	120	121,236	650,653	19%	251,173	871,850	29%	10%
Emergency Management	335	1,762,225	5,570,833	32%	1,861,803	5,664,486	33%	1%
Emergency Services	333	1,845,057	3,561,915	52%	1,740,955	3,516,628	50%	-2%
External Affairs	130	1,002,906	3,851,484	26%	827,288	2,926,775	28%	2%
Family & Children's Services	620	410,689	1,684,840	24%	452,286	1,684,840	27%	2%
Finance	210	1,970,656	7,429,525	27%	2,069,696	7,706,489	27%	0%
Grady Hospital	730	21,189,741	63,850,095	33%	16,537,589	49,813,841	33%	0%
HIV Elimination	270	4,539	147,002	3%	31,153	190,432	16%	13%
Human Resources	215	1,617,499	5,768,382	28%	1,492,344	5,832,639	26%	-2%
Information Technology	220	8,127,500	31,777,902	26%	12,754,469	35,149,309	36%	11%
Juvenile Court	405	4,870,840	15,564,011	31%	5,033,256	16,927,218	30%	-2%
Library	650	7,835,414	30,452,905	26%	8,150,288	30,496,143	27%	1%
Magistrate Court	422	1,115,202	3,461,171	32%	1,449,628	4,978,110	29%	-3%
Medical Examiner	340	1,559,992	5,776,836	27%	1,832,998	6,457,310	28%	1%
Non-Agency	999	30,703,003	199,919,807	15%	34,506,044	210,833,239	16%	1%
Office of the County Auditor	119	410,795	1,322,274	31%	409,786	1,410,358	29%	-2%
Police	320	2,983,031	9,258,406	32%	3,197,606	10,648,533	30%	-2%
Probate Court	410	1,173,198	4,265,161	28%	1,172,636	6,318,377	19%	-9%
Public Defender	490	5,684,149	20,180,052	28%	7,538,980	25,377,575	30%	2%
Public Works	540	-	500,000	0%	166,667	500,000	33%	33%
Purchasing	230	1,068,760	4,535,416	24%	1,318,611	4,959,943	27%	3%
Regis & Elect	265	2,084,756	37,417,253	6%	2,064,197	8,553,165	24%	19%
Senior Services	183	7,327,082	22,287,932	33%	8,858,020	27,669,727	32%	-1%
Sheriff	330	35,862,346	125,595,743	29%	40,304,007	142,706,567	28%	0%
State Court-All Judges	421	1,827,809	6,125,060	30%	1,968,694	6,893,734	29%	-1%
State Court-General	420	2,113,374	8,263,713	26%	2,282,098	8,809,769	26%	0%
State Court-Solicitor	400	2,615,743	10,095,883	26%	3,232,224	12,516,397	26%	0%
Superior Court-All Judges	451	2,594,934	8,455,367	31%	2,917,470	9,720,397	30%	-1%
Superior Court-Clerk	470	6,034,825	21,778,917	28%	6,311,711	21,820,092	29%	1%
Superior Court-General	450	6,284,977	23,102,089	27%	6,430,649	23,398,655	27%	0%
Tax Assessor	240	4,978,427	20,974,825	24%	5,520,567	22,146,677	25%	1%
Tax Commissioner	245	5,124,474	16,773,611	31%	5,855,026	18,747,272	31%	1%
Grand Total	\$	206,793,366 \$	856,114,072 \$	24%	\$	225,072,486 \$	897,543,024 \$	0.9%

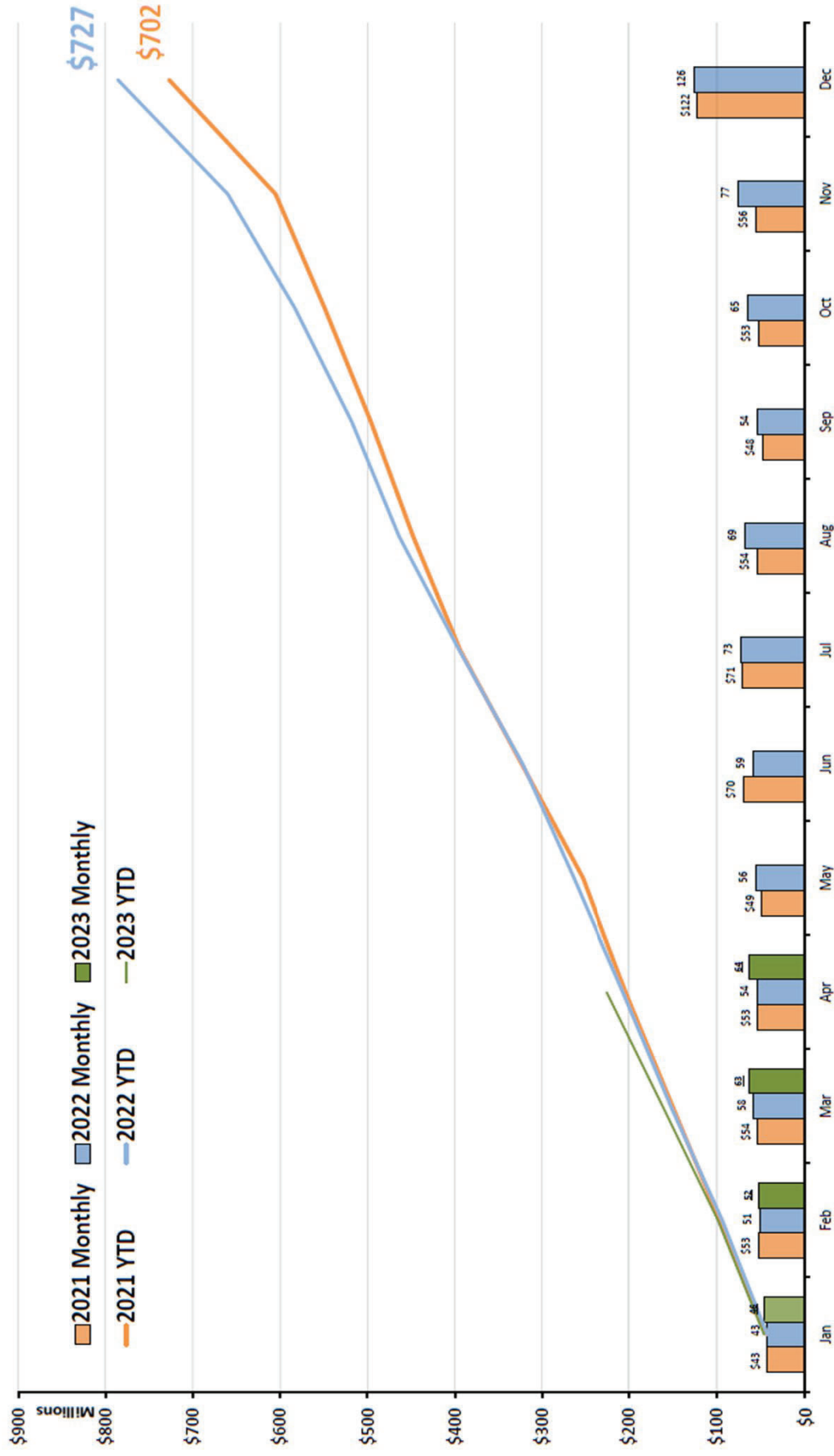
C/D Color Legend
33% of the Year (Apr)



FULTON
COUNTY

Monthly Financial Report

Monthly and Cumulative Expenditures for
the General Fund 2021 2022 and 2023



Monthly Financial Report

General Fund Summary

Personnel Vacancy Analysis 2023 -April - Full Time Permanent Positions

Personnel Count and Vacancies / Full Time Permanent								
2023								
	Perm. Pos.	Jan	Feb	Mar	Apr	Avg. Vac.	TD	
Commission Districts	26	6	7	4	4	23%		
County Comm Clerk	8	0	0	0	0	0%		
County Manager	20	2	2	2	2	10%		
County Auditor	8	0	0	1	0	0%		
Community Development	23	2	2	2	2	9%		
External Affairs	20	2	1	2	2	10%		
Arts & Culture	30	1	2	2	3	3%		
Senior Services	118	9	8	11	17	8%		
Diversity and Civil Rights	12	4	3	3	3	33%		
Finance	65	8	7	7	10	12%		
Human Resources	45	4	4	4	4	9%		
IT	125	30	27	26	25	24%		
Purchasing	40	4	5	5	5	10%		
Child Attorney	23	0	0	1	1	0%		
Tax Assessor	194	24	23	18	20	12%		
Tax Commissioner	190	9	9	12	13	5%		
Regis & Elect	47	13	18	18	18	28%		
HIV Elimination	1	0	0	0	0	0%		
Police	70	9	10	10	9	13%		
Sheriff	974	208	210	180	178	21%		
Emergency Services	20	2	2	0	2	10%		
Emergency Management	10	1	1	1	2	10%		
Medical Examiner	45	6	5	4	3	13%		
State Court-Solicitor	105	14	21	22	23	13%		
Juvenile Court	147	8	10	14	25	5%		
Probate Court	52	12	11	9	13	23%		
County Marshal	71	6	6	7	7	8%		
State Court-General	68	4	4	5	6	6%		
State Court-All Judges	40	2	2	2	2	5%		
Magistrate Court	20	6	5	5	4	30%		
Superior Court-General	196	19	20	18	14	10%		
Superior Court-AllJudges	82	6	3	3	3	7%		
Superior Court-Clerk	231	24	25	28	33	10%		
District Attorney	287	19	19	22	24	7%		
Public Defender	165	10	15	9	17	6%		
DREAM	181	21	22	23	24	12%		
Library	299	58	61	64	48	19%		
Behavioral Health	56	15	14	12	17	27%		
Non-Agency	0	0	0	0	0	#DIV/O!		
Economic Development	5	1	1	1	1	20%		
Grand Total	4119	569	585	557	584	14%		



**FULTON
COUNTY**



QUESTIONS



Monthly Emergency Purchase Orders & Monthly CM Contract Approval

EMERGENCY PURCHASE ORDERS AND CONTRACTS

FULTON COUNTY EMERGENCY PROCUREMENTS 3/8/2023 - 5/5/2023						
FEMA						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
3/13/2023	To provide incident management assistance and support for 2023 will include functions that are categorized under operations, planning, financial and logistics support for the Fulton County	County Manager	Emergency Management Services, Inc.		FEMA	\$51,769.05
			TOTAL			\$51,769.05

AMERICAN RESCUE PLAN						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
3/8/2023	To provide support in planning and developing a public, health centric approach to increase access to healthcare and social services and supports post COVID-19 and in response to the hospital closures with the objective to develop a plan to begin to direct displaced patients and residents to places of care and services.	County Manager	Ernst & Young, LLP		ARPA	\$351,600.00
3/13/2023	Computer equipment and accessories for the Court Backlog Project (Project ORCA)	Clerk of Superior & Magistrate Court	BlueAlly		ARPA	\$162,673.74
3/13/2023	To process and close-out final invoices for ankle monitoring services through December 31, 2022 for the Court Backlog Project (Project ORCA)	County Manager	A&A All County Monitoring Service		ARPA	\$104,410.00

EMERGENCY PURCHASE ORDERS AND CONTRACTS

3/13/2023	To provide incident management assistance and support for 2023 will include functions that are categorized under operations, planning, financial and logistics support for the Fulton County	County Manager	Emergency Management Services, Inc.		ARPA	\$108,060.75
4/19/2023	Amendment to provide additional services and extension of services through April 28, 2023	County Manager	Ernst & Young, LLP		ARPA	\$290,880.00
5/3/2023	Continuation of Program Management Services for the Court Backlog Project (Project ORCA)	County Manager	Jones Lang LaSalle Americas, Inc.		ARPA	\$48,420.00
			TOTAL			\$1,066,044.49

GRAND TOTAL	\$1,117,813.54
*PARTICIPATION GRAND TOTAL	\$
Certified Firms	\$ 100.00%

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

Certification Classification Legend

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

TOTAL SPEND 2023	\$0.00
*PARTICIPATION SPEND 2023	\$0.00
*CERTIFIED SPEND 2023	\$0.00 100.00%

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

EMERGENCY PURCHASE ORDERS AND CONTRACTS

OTHER EMERGENCY PROCUREMENTS					
Date	Description of Emergency	Department/User Agency	Contractor/Vendor Name	Amount	
3/28/2023	Temporary Staffing Services for Special Election House District 68 on May 16, 2023	Registration & Elections	Dover Staffing Services	\$516,850.33	
4/12/2023	Emergency to install a gas meter at the Roswell Library due gas leak	Library	AGL Resources	\$5,481.73	
4/19/2023	Real-Time Tracking of heart rate, B/P w/ corresponding alerts to medical and custody staff	Sheriff's Office	Talitrix Software Solutions	\$2,096,249.50	
4/19/2023	Sanitizing and Cleaning of all medical decontamination and psychiatric observation units	Sheriff's Office	Full Circle Restoration Services	\$484,827.18	
4/19/2023	4D Imaging of mail for narcotics and contraband	Sheriff's Office	RaySecur, Inc.	\$630,196.84	
4/19/2023	91 additional surveillance cameras for FC Jail	Sheriff's Office	Johnson Controls, Inc.	\$1,171,982.26	
4/19/2023	Emergency Incident Support Services	Sheriff's Office	Emergency Management Services, Inc.	\$699,876.92	
4/24/2023	Emergency work to replace a failed retaining wall on Aviation Circle at the Fulton County Executive Airport	Public Works	BPI Property Service	\$40,544.00	
4/28/2023	Emergency work for painting of jail cells at the FC Jail	DREAM	Full Circle Restoration Services	\$158,613.00	
4/28/2023	Emergency work to provide comprehensive Bed Bug Treatment Services at the FC Jail	DREAM	Orkin, Inc.	\$184,950.00	
			TOTAL	\$5,989,571.76	

County Manager Contract Approvals Less Than \$100K

DATE	CONTRACTOR/VENDOR NAME	CONTRACT PURPOSE	DEPARTMENT	DOLLAR AMOUNT
3/8/2023	US BANK AGREEMENT	To provide County employees with the option of receiving wages or other compensation via debit card	Finance	Based on the fee schedule
3/14/2023	AMERICAN PROFESSIONAL RISK SERVICES, INC.	To perform automobile physical damage appraisal services	Finance (Risk Management)	\$16,465.00
3/24/2023	AMITRACE COMPUTER SYSTEMS	Live Video Stream Solutions	Information Technology	\$99,864.07
3/30/2023	STACIE WALKER ALEXANDER	To provide support to the Clerk of the Commission for BOC Meetings	Clerk to the Commission	\$50,000.00
4/7/2023	OLDE MAID SERVICES	To extend medical and cleaning services for additional 30 days for healthcare facilities until new contracts have been executed	Real Estate & Asset Management	\$28,847.00
4/13/2023	OUTPUT SERVICES GROUP, INC.	All services required for the printing of Tax Assessment Notices	Tax Assessor's Office	\$50,000.00
4/23/2023	CINTAS FIRE PROTECTION	To provide fire extinguisher testing and maintenance services	Real Estate & Asset Management	\$45,000.00
4/24/2023	SONLINE, LLC	To provide BallotDA Poll Worker Training & Assessment Solution	Registration & Elections	\$34,200.00
5/2/2023	OFFENDER ALUMNI ASSOCIATION	Grant funded Project to provide all professional services for the Credible Messenger Program	Real Estate & Asset Management	\$49,995.00
5/2/2023	ANALYTICAL ENVIRONMENTAL SERVICES, INC.	To provide laboratory testing services	Public Works	\$100,000.00



QUESTIONS



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0339

Meeting Date: 5/17/2023

Department

Finance

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

Review and approval of May 17, 2023 Budget Soundings.

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 May 17, 2023 Soundings request is submitted for your review and approval. Below is a brief summary of each request and related justification.

GENERAL FUND:

STRATEGIC PRIORITY AREA: OPEN AND RESPONSIBLE GOVERNMENT

- Modify the 2023 Annual Hardware and Software Maintenance and Support list - (PAGE

3)

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Fulton County Public Library requests an increase in spending authority to AML item #142, Candid (formerly The Foundation Center), in the amount of \$10,900 to bring the total for the year 2023 to \$13,900. This software is used to obtain information pertaining to non-profits and foundations, which is used primarily at the Central Library. The Library would like to make the software available throughout the library system. This request is a recurring need. No additional funding is being requested.

The Department of Registration and Elections request an increase in spending authority to AML items; #301, Opex Corporation, in the amount of \$675 for Opener/Extractor, to bring the total for the year 2023 to \$22,635, #304 Dominion Voting System for Image Cast Firmware, in the amount of \$458 to bring the total for the year 2023 to \$15,722.85, and item #315 for Dominion Voting System, in the amount of \$15,031.78 for Hardware Extended Warranty, to bring the total for the year 2023 to \$516,778. These changes are due to the increase in pricing and warranty costs. This request is a recurring need. No additional funding is being requested.

Annual Hardware and Software Maintenance and Support List - 2023								
Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Addtl Amt	Funding Source	Comments
Software	Candid (formerly The Foundation Center)	Online Research	Provides online research of non-profits	Fulton County Public Library	\$3,000.00	\$10,900	Fulton County Public Library	Increase Spending Authority to \$13,900
Hardware	Opex Corporation	Opener Extractor	Letter Opener Model 72	Registration & Elections	\$21,960.00	\$675	Registration & Elections	Increase Spending Authority to \$22,635
Software	Dominion Voting System	Image Cast Firmware	ICP Precinct Tabulator - 320C	Registration & Elections	\$15,265.00	\$458	Registration & Elections	Increase Spending Authority to \$15,723
Hardware	Dominion Voting System	Hardware Extended Warranty	Provides Hardware Extended Warranty	Registration & Elections	\$501,746.00	\$15,032	Registration & Elections	Increase Spending Authority to \$516,778
Included in Soundings per the County Manager's direction.								



MAY BUDGET SOUNDINGS

May 17, 2023

Presented

to the

Board of Commissioners

by the

Finance Department

GENERAL FUND**May 17, 2023 Soundings****Strategic Priority Area: Open and Responsible Government****Action Required:**

Modify the 2023 Annual Hardware and Software Maintenance and Support List

Annual Hardware and Software Maintenance and Support List - 2023

Type	Vendor Name	Product Name	Description	User Agency	2023 Expenditure	Add'l Amt	Funding Source	Comments
Software	Candid formerly The Foundation Center	Online Research	Provides online research of non-profits	Fulton County Public Library	\$3,000.00	\$10,900	Fulton County Public Library	Increase Spending Authority to \$13,900
Hardware	Opex Operation	Opener Extractor	Letter Opener Model 72	Registration & Elections	\$21,960.00	\$675	Registration & Elections	Increase Spending Authority to \$22,635
Software	Dominion Voting System	Image Cast Firmware	ICP Precinct Tabulator - 320C	Registration & Elections	\$15,265.00	\$458	Registration & Elections	Increase Spending Authority to \$15,723
Hardware	Dominion Voting System	Hardware Extended Warranty	Provides Hardware Extended Warranty	Registration & Elections	\$501,746.00	\$15,032	Registration & Elections	Increase Spending Authority to \$516,778

Purpose (Justification):

The BOC approval is requested to modify the Annual Hardware and Software Maintenance List (AML) approved as part of the FY2023 Adopted Budget. The requested changes will be funded within the department's existing budget and will not result in any budget adjustments.

Fulton County Public Library requests an increase in spending authority to AML item #142, Candid (formerly The Foundation Center), in the amount of \$10,900 to bring the total for the year 2023 to \$13,900. This software is used to obtain information pertaining to non-profits and foundations, which is used primarily at the Central Library. The Library would like to make the software available throughout the library system. This request is a recurring need. No additional funding is being requested.

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0340

Meeting Date: 5/17/2023

Department

Finance

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

Request approval to accept the bid for \$200,000,000.00 Tax Anticipation Notes for 2023 and approval of a Resolution which authorizes issuance and sale of the \$200,000,000.00 General Fund Tax Anticipation Notes of Fulton County, Georgia.

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

Article IX, Section V, Paragraph V of the Georgia Constitution authorizes Fulton County to issue short-term debt in the form of short-term tax anticipation notes (TANs) to pay operating costs upon Board approval.

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

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work: As approved by Board Resolution at the March 15, 2023 meeting, (Agenda item 23-0194) the Finance Department distributed the Preliminary Official Statement and Notice of Sale relating to the Fulton County, Georgia General Fund 2023 Tax Anticipation Notes and the solicitation of offers for the purpose of the same. The issuance of the 2023 TAN in the amount of \$200,000,000 will provide the cash flow necessary to maintain General Fund operations until taxes levied are collected. On May 17, 2023, at 10:00 am EDT, electronic bids will be received by the Finance Department and the notes will be awarded by the Director of

Finance on behalf of the Board of Commissioners to the responsible bidder whose bid results in the lowest net interest cost to the County. Once the bid has been awarded, the Director of Finance will request that the County Clerk call up the agenda item requesting acceptance of the bid and approval of the Resolution authorizing the issuance of the \$200,000,000 General Fund Tax Anticipation Notes during the Board of Commissioner's meeting on May 17, 2023. Given the nature of the bond markets and rapid changes in market conditions, it is imperative that this item be brought forth promptly to ensure efficient issuance and closing of the 2023 Tax Anticipation Notes. The Resolution, Bid Form, Preliminary Offering Statement which are all in substantially final form are attached for your review.

Community Impact: Will allow short term resources for General fund 2023 operations.

Department Recommendation: Recommend approval

Project Implications: None

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

General fund, Non-agency, Interest and loan expense - TANs; and Tax Anticipation note expense 100-999-D100-1601/1609

Funding Line 2:

\$200,000,000*
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023

OFFICIAL NOTICE OF SALE

The Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2023 (the "Notes") are being offered for sale in accordance with this Official Notice of Sale. Bids for the purchase of the Notes will be received on behalf of Fulton County, Georgia, electronically via the BiDCOMP/Parity electronic bid submission system on May 17, 2023, until 10:00 a.m. local time in the City of Atlanta, or on such other date or time as may be determined by the County, with notice provided through Parity®.

* Preliminary; subject to change.

May 4, 2023

OFFICIAL NOTICE OF SALE

\$200,000,000*

**FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023**

Notice is given that all-or-none bids will be received by Fulton County, Georgia (the "County"), for the purchase of its \$200,000,000* Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2023 (the "Notes"). All bids must be submitted electronically via the BiDCOMP/Parity electronic bid submission system ("Parity®") on May 17, 2023, until 10:00 a.m. local time in the City of Atlanta, or on such other date or time as may be determined by the County, with notice provided through Parity®. To bid on the Notes, a bidder must be a contracted customer of Parity®. Prospective bidders that do not have a contract with Parity® should call (212) 849-5021 to become a customer and to obtain a list of the bidding rules and procedures. For further information about Parity®, potential bidders may contact IHS Markit ("IHS") at 450 West 33rd Street, 5th Floor, New York, NY 10001 or (212) 849-5021. The use of Parity® shall be at the bidder's risk and expense and the County shall have no liability with respect thereto. Only bids submitted through Parity® will be considered. To the extent any instructions or directions set forth on Parity® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. All capitalized terms used in this Official Notice of Sale and not otherwise defined herein will have the same meanings ascribed to such terms in the hereinafter defined Preliminary Official Statement.

THE BIDDING PROCESS, CURRENTLY SCHEDULED TO END MAY 17, 2023, AT 10:00 A.M. LOCAL TIME IN THE CITY OF ATLANTA, MAY BE CANCELLED OR POSTPONED OR ANY OTHER PROVISION OF THIS OFFICIAL NOTICE OF SALE MAY BE AMENDED BY THE COUNTY UPON NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

DETAILS REGARDING THE NOTES

The Notes will be dated the date of their delivery. The County currently expects to issue the Notes on or about May 25, 2023 (the "Closing Date").

Description of the Notes. The Notes will initially be issued as a single fully registered note in denominations of \$5,000 and any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Notes will be made and in book-entry form only and purchasers will not receive physical delivery of certificates representing the beneficial ownership

* Preliminary; subject to change.

interests in the Notes so purchased. Payments of principal of and interest on the Notes will be made to Cede & Co., as nominee for DTC as registered owner of the Notes to be subsequently disbursed to the Beneficial Owners.

Interest on the Notes will accrue from the original issue date to, but not including, the maturity date and will be computed on the basis of a 360-day year of twelve 30-day months.

Maturity. The Notes will mature on December 29, 2023.

Adjustment to Principal Amount. After selecting the winning bid, the County reserves the right to adjust the principal amount of the Notes. In determining the final principal amount of the Notes, the County will not increase or reduce the aggregate principal amount of the Notes by more than three percent of such amount (all calculations to be rounded to the nearest \$5,000). See "TERMS OF BID AND BASIS OF AWARD" herein.

REDEMPTION PROVISIONS

The Notes will mature without option of prior redemption on December 29, 2023.

AUTHORIZATION

The Notes are being issued pursuant to: (a) Article IX, Section V, Paragraph V of the Georgia Constitution of 1983 (the "State Constitution"); (b) Section 36-80-2 of the Official Code of Georgia Annotated, as amended and supplemented; and (c) resolutions adopted by the Board of Commissioners of the County (the "Board of Commissioners") on March 15, 2023 and expected to be adopted on May 17, 2023 (together, the "Note Resolution").

PURPOSE

The proceeds of the Notes will be for the purpose of: (a) obtaining a temporary loan to pay certain current expenses of the County in anticipation of the collection of taxes levied or to be levied upon taxable property in the County during calendar year 2023; and (b) paying the costs of issuance related to the Notes.

SECURITY FOR THE NOTES

The Notes are payable from taxes levied or to be levied for calendar year 2023 for the General Fund and other funds available to the County for such purpose.

For the purpose of providing funds for the payment of the principal of and interest on the Notes, the County is required to assess and levy and there shall be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the corporate limits of the County, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Such sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Notes.

RATINGS

Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P," and together with Moody's, the "Rating Agencies") have assigned ratings of "MIG 1" and "SP-1+," respectively, to the Notes.

The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the affected Notes. The County has not undertaken any responsibility to oppose any such revision, suspension or withdrawal.

CONTINUING DISCLOSURE

The Notes will have a stated maturity of 18 months or less. As such, the provisions of paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), other than paragraph (b)(5)(i)(C) of the Rule, shall not apply to the Notes pursuant to paragraph (d)(3) of the Rule.

In order to assist the successful bidder in complying with paragraph (b)(5)(i)(C) of the Rule, simultaneously with the issuance of the Notes, the County will enter into a continuing disclosure undertaking for the benefit of holders of the Notes (the "Disclosure Certificate"), substantially in the form attached to the Preliminary Official Statement as "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE." The County, as an "obligated person" under the Rule, will undertake in the Disclosure Certificate to provide notice of the occurrence of certain enumerated events (each a "Listed Event Notice"). Each Listed Event Notice, if applicable will be filed with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system. The specific nature and timing of filing each Listed Event Notice, if applicable, and other details of the County's undertaking are more fully described in "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached to the Preliminary Official Statement.

ISSUE PRICE CERTIFICATE

The successful bidder shall assist the County in establishing the issue price of the Notes and shall execute and deliver to the County on or prior to the Closing Date an "issue price" or similar certificate setting forth the reasonably expected initial offering prices to the public or the actual sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the applicable form attached as SCHEDULE B to EXHIBIT A attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the County and Note Counsel. All actions to be taken by the

County under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the County by the Financial Advisor and any notice or report to be provided to the County may be provided to the Financial Advisor.

If the Financial Advisor has certified to the County that the competitive sale requirements specified in the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) have been satisfied, the County will furnish to the successful bidder on the sale date written notice thereof.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the successful bidder in writing on the sale date, and the successful bidder shall be subject to the "hold-the-offering-price rule" for each maturity, unless the successful bidder confirms on the sale date that it has sold at least 10% of a given maturity as described below.

The County may determine to treat (a) the first price at which 10% of a maturity of the Notes (the "10% test") is sold to the public as the issue price of that maturity and/or (b) the initial offering price to the public as of the sale date of any maturity of the Notes as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the County if any maturity of the Notes satisfies the 10% test as of the date and time of the award of the Notes. The County shall notify the successful bidder, at or before the time of award of the Notes, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Notes shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. **Bids will not be subject to cancellation in the event that the County determines to apply the hold-the-offering-price rule to any maturity of the Notes. Bidders should prepare their bids on the assumption that some or all of the maturities of the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.**

By submitting a bid, the successful bidder shall (a) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the Initial Offering Price, or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (b) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth business day after the sale date; or
- (ii) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The successful bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth business day after the sale date.

The County acknowledges that, in making the representations set forth above, the successful bidder will rely on (a) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (b) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (c) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that: (a) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the successful bidder that the 10% test has been satisfied as to the Notes of that maturity and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and (b) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (i) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (a) "public" means any person other than an underwriter or a related party,
- (b) "underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),

(c) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(d) "sale date" means the date that the Notes are awarded by the County to the successful bidder.

LEGAL OPINIONS

The opinion of McGuireWoods LLP ("Note Counsel") will approve the legality of the Notes and state other matters relating to the treatment of interest on the Notes for federal income tax purposes. For a further discussion of certain federal income tax matters relating to the Notes, see the information under the caption "TAX MATTERS" in the Preliminary Official Statement. The opinion of Note Counsel will be delivered to the County at closing in substantially the form attached to the Preliminary Official Statement as APPENDIX D, together with the closing documents customarily delivered by the County.

The actual legal opinion to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the Closing Date. The opinion will speak only as of its date and Note Counsel will not assume any duty to update or supplement its opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective. At the issuance of the Notes, Note Counsel will furnish a reliance letter to the successful bidder permitting it to rely on the opinion of Note Counsel.

Greenberg Traurig, LLP, Atlanta, Georgia, Disclosure Counsel to the County ("Disclosure Counsel"), has advised the County on certain matters relating to disclosure for the issuance of the Notes and in connection with the preparation of the Preliminary Official Statement and the final Official Statement for the Notes (together, the "Official Statement"). A letter will be furnished to the successful bidder that will confirm that it may rely on the opinion of Disclosure Counsel as if it was addressed to the successful bidder.

The reliance letters of Note Counsel and Disclosure Counsel will be furnished at the expense of the County upon the issuance of the Notes.

BIDDING PROCEDURES

All bids must be unconditional and submitted electronically via Parity®. No e-mail, telephone, facsimile, mail, courier delivery or personal delivery bids will be accepted. To participate, a bidder must be a contracted customer of Parity®. If the prospective bidder does not have a contract with Parity®, such bidder should contact Parity® at (212) 849-5021 to become a customer and obtain a list of the bidding rules and procedures. To the extent any instructions or

directions set forth on Parity® conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control.

Bidders may change and submit bids as many times as they wish during the auction; provided, however, that each bid submitted subsequent to a bidder's initial bid must result in a lower true interest cost ("TIC") on the Notes, when compared to the immediately preceding bid of such bidder. The last bid submitted by a bidder before the end of the auction will be compared to all other final bids submitted by others to determine the successful bidder or bidders.

Each bidder will be solely responsible for making the necessary arrangements to access Parity® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. IHS will not have any duty or obligation to provide or assure such access to any bidder, and neither the County nor IHS will be responsible for the proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, Parity®. The County is authorizing the use of Parity® as a communications mechanism to conduct the electronic bidding for the Notes; the owners of such service are not agents of the County. Neither IHS nor the County, Note Counsel, Disclosure Counsel or the Financial Advisor shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate or untimely bid submitted by such bidder, including, without limitation, incomplete, inaccurate or untimely bids caused by reason of garbled transmissions, mechanical failure, slow or engaged telephone or telecommunications lines or any other cause.

The County is not bound by any advice and determination of IHS to the effect that any particular bid complies with the terms of this Official Notice of Sale and in particular the specifications set forth in this Official Notice of Sale, including under "TERMS OF BID AND BASIS OF AWARD" herein. All costs and expenses incurred by bidders in connection with their registration and submission of bids via Parity® are the sole responsibility of such bidders; the County is not responsible for any of such costs or expenses.

TERMS OF BID AND BASIS OF AWARD

Bids must be unconditional and for the purchase of all of the Notes. No more than one bid from any bidder will be considered.

Bidders must specify a single fixed rate of interest the Notes will bear. The initial public offering price of each maturity shall be not less than 100% of the par amount of such maturity. The initial bid price shall not be less than 100% of the aggregate principal amount of the Notes.

In the event of any adjustment to the principal amount of the Notes as described under "DETAILS REGARDING THE NOTES - Adjustment to Principal Amount" herein, no rebidding or recalculation of the bids submitted will be required or permitted. The total purchase price of the Notes will be increased or decreased to reflect any adjustment to the principal amount of the Notes, and the Notes, as adjusted, will have the same maturity, bear interest at the same rate and must have the same reoffering yield as is specified by the successful bidder for the Notes. Nevertheless, the award of the Notes will be made to the bidders whose bids produce the lowest TIC for the Notes, calculated as specified herein, solely on the basis of the Notes offered, without taking into account any such adjustment in the principal amount of the Notes.

The Notes will be awarded by the County not later than 3:00 p.m., Eastern Time, local City of Atlanta time, on May 17, 2023 to the bidder offering to purchase the Notes at the lowest TIC. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Notes (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Notes, results in an amount equal to the price bid for the Notes. If two or more bids provide for the same lowest TIC, the County shall determine which bid shall be accepted, and such determination shall be final and conclusive. The TIC must be calculated to four decimal places. Tie bids shall be broken by lot in the discretion of the County.

Award or rejection of bids will be made by the County on or prior to 3:00 p.m., local time in the City of Atlanta on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL 3:00 P.M., LOCAL TIME IN THE CITY OF ATLANTA ON THE DATE OF RECEIPT OF BIDS.

EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE FOR THE NOTES OF EACH MATURITY. NO BIDS FOR LESS THAN ALL OF THE NOTES OFFERED WILL BE ENTERTAINED. THE COUNTY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE COUNTY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY BID. THE COUNTY SHALL NOT REJECT ANY CONFORMING BID UNLESS ALL CONFORMING BIDS ARE REJECTED.

COMPLIANCE WITH SEC AND MSRB RULES

The successful bidder agrees to take any and all other actions necessary to comply with applicable SEC and the Municipal Securities Rulemaking Board (the "MSRB") rules governing the offering, sale and delivery of the Notes, including, without limitation, the payment of any fees or charges required to be paid by the MSRB or the Securities Industry and Financial Market Association in connection with the purchase or sale of the Notes.

SETTLEMENT OF NOTES

It is expected that the pre-closing for the Notes will occur in Atlanta, Georgia, approximately one business day prior to the Closing Date, or such other date as shall be appropriate or necessary to ensure compliance with the Rule. On the Closing Date, the Notes will be delivered to DTC, as securities depository, and registered in the name of Cede & Co., as nominee of DTC. The successful bidder shall also advise the underwriting department of DTC, not less than four business days prior to the Closing Date, of the interest rates borne by the Notes, the CUSIP identification numbers and the Closing Date. Neither the failure to print CUSIP numbers on any Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes. All expenses in relation to the printing of CUSIP numbers on the Notes as well as any CUSIP Service Bureau charge for the assignment of such numbers shall be paid for by the successful bidder.

FULL PAYMENT OF THE PURCHASE PRICE MUST BE MADE TO THE COUNTY BY 10:00 A.M. LOCAL TIME IN THE CITY OF ATLANTA ON THE CLOSING DATE BY

THE SUCCESSFUL BIDDER IN FEDERAL RESERVE FUNDS OR IMMEDIATELY AVAILABLE FUNDS, WITHOUT COST TO THE COUNTY.

BLUE SKY LAWS

The successful bidder will be responsible for the clearance or exemption with respect to the status of the Notes for sale under the securities or "Blue Sky" laws of the several states and the preparation of any surveys or memoranda in connection with such sale. The County shall have no responsibility for such clearance, exemption or preparation.

CLOSING DOCUMENTS

In addition to the opinions of Note Counsel and Disclosure Counsel referred to herein, at the time of payment for and delivery of the Notes, the County will furnish the successful bidder with the customary closing documents and opinions, all to be dated as of the Closing Date, which include but are not limited to:

(a) an opinion of the County Attorney to the effect that, to the best of his/her knowledge, (i) there is no litigation now pending or threatened against the County which restrains or enjoins the issuance or delivery of the Notes, the execution, delivery or performance of all agreements and certificates relating to the Notes, or the use of the proceeds of the Notes or which questions or contests the validity of the Notes, the Note Resolution, all agreements and certificates relating to the Notes, or the proceedings and authority under which they are to be issued, executed and delivered, and (ii) neither the creation, organization, nor existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being currently contested or questioned to the knowledge of the County.

(b) a certificate or certificates of the appropriate officers of the County, in their normal and customary form and terms, to the effect that (i) to the best of such officer's knowledge and belief, other than the hereinafter defined County's Excluded Sections, the information concerning the County contained in the Preliminary Official Statement and the Official Statement as of their respective dates is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and notwithstanding the foregoing, the County has not provided the information in and does not provide any assurance that the information contained in the sections or appendices, as the case may be, captioned "BOOK-ENTRY ONLY SYSTEM," "TAX MATTERS," "RATINGS," "COMPETITIVE SALE OF THE NOTES," and "APPENDIX D - FORM OF NOTE COUNSEL OPINION" (collectively, the "County's Excluded Sections") in the Preliminary Official Statement and the Official Statement is true and correct in all material respects; provided, however, that without having undertaken to determine independently the accuracy or completeness of the statements contained in the remainder of the Preliminary Official Statement and the Official Statement, nothing has come to his/her attention which would lead him/her to believe that the Preliminary Official Statement and the Official Statement as of their respective dates contain any untrue statement of a material fact or omits to state a material fact which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (ii) since the date of the Official Statement, no materially adverse change has occurred

in the financial position or results of operation of the County, except as set forth in or contemplated by the Official Statement; and (iii) on the basis of the facts, estimates and circumstances relied upon at the time of delivery of the Notes, it is not expected that the proceeds of the Notes will be used in a manner that will cause the Notes to be arbitrage bonds.

The actual legal opinion to be delivered by the County Attorney and the certificate(s) to be delivered by the appropriate officers of the County may vary from the foregoing text, if deemed necessary by the County. The opinion will speak only as of its date and the County Attorney will not assume any duty to update or supplement its opinion to reflect any change in facts or circumstances, including changes in law that may thereafter occur or become effective.

The successful bidder will also be required to execute certain closing documents required by Note Counsel in connection with the delivery of the Notes or the delivery of the opinion of Note Counsel described in this Official Notice of Sale, including the form of the Certificate as to Issue Price attached hereto as EXHIBIT A.

PRELIMINARY OFFICIAL STATEMENT; FINAL OFFICIAL STATEMENT

The County has authorized the distribution of the Preliminary Official Statement, which it deemed final (except for permitted omissions) for purposes of the Rule. The Preliminary Official Statement describes the Notes and contains information with respect to the County. The Preliminary Official Statement may be obtained in electronic format from "www.munios.com" or as provided under "ADDITIONAL INFORMATION" herein.

This Official Notice of Sale is not intended to be a disclosure document and although being delivered to investors simultaneously with the Preliminary Official Statement shall not be deemed to be part of the Preliminary Official Statement. All bidders must review the Preliminary Official Statement and will be deemed to have acknowledged that they have done so prior to participating in the bidding. In the event of any conflict between the statements contained in the Preliminary Official Statement and in this Official Notice of Sale, the statements contained in the Preliminary Official Statement shall prevail.

Upon the sale of the Notes, the County will deliver the Official Statement substantially in the form of the Preliminary Official Statement, subject to such amendments as are necessary, including the permitted omissions described in paragraph (b)(1) of the Rule, to the successful bidder within seven business days following the sale of the Notes. Up to 100 copies of the Official Statement (and any supplement to the Official Statement) will be made available to the successful bidder at the expense of the County. Additional copies may be obtained at the expense of the successful bidder.

ADDITIONAL INFORMATION

The Preliminary Official Statement and this Official Notice of Sale may be obtained in electronic format from "www.munios.com." For additional information please see "INTRODUCTION - Other Information" in the Preliminary Official Statement.

FULTON COUNTY, GEORGIA

/s/ Sharon L. Whitmore

Sharon L. Whitmore, CPA, CPFO
Chief Financial Officer

Dated: May 4, 2023

EXHIBIT A

[ASSUMING QUALIFYING BIDDING PROCESS]

FORM OF CERTIFICATE AS TO ISSUE PRICE

ISSUE PRICE CERTIFICATE

\$ _____
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023

The undersigned, on behalf of _____ (the "Successful Bidder"), hereby certifies as of _____, 2023 (the "Closing Date") as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by the Successful Bidder are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by the Successful Bidder in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by the Successful Bidder to purchase the Notes.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the Notes.

2. Defined Terms.

(a) "Issuer" means Fulton County, Georgia.

(b) "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or

(iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) "*Sale Date*" means the date that the Notes are awarded by the Issuer to the successful bidder. The Sale Date of the Notes is _____, 2023.

(e) "*Underwriter*" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidder's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and Agreement and with respect to compliance with the federal income tax rules affecting the Notes, and by McGuireWoods LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Issue Price Certificate to be executed as of the Closing Date.

**[LEGAL NAME OF THE SUCCESSFUL
BIDDER]**

By:_____

Name:_____

SCHEDULE A

EXPECTED OFFERING PRICES

\$ _____
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023

MATURITIES, AMOUNTS, INTEREST RATES AND PRICES
(Base CUSIP Number _____)

Maturity (December 1)	Principal Amount	Interest Rate	Price	CUSIP
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SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(See Attached)

[ASSUMING NON-QUALIFYING BIDDING PROCESS]

FORM OF CERTIFICATE AS TO ISSUE PRICE

ISSUE PRICE CERTIFICATE

\$ _____
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] (["[SHORT NAME OF UNDERWRITER]"] [the "Representative"]), on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) [SHORT NAME OF UNDERWRITER] [The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes are attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, [SHORT NAME OF UNDERWRITER] [the members of the Underwriting Group] [has] [have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([_____, 2023), or (ii) the date on which [SHORT NAME OF UNDERWRITER][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Fulton County, Georgia.

(e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is [_____, 2023.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer[and the Borrower] with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by McGuireWoods LLP in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer [and the Borrower] from time to time relating to the Notes.

[UNDERWRITER] [REPRESENTATIVE]

By: _____
Name: _____

Dated: [____], 2023

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF FULTON COUNTY, GEORGIA
AUTHORIZING, AMONG OTHER THINGS, THE
ISSUANCE AND SALE OF GENERAL FUND TAX ANTICIPATION NOTES
IN THE AGGREGATE PRINCIPAL AMOUNT OF \$[200,000,000]**

WHEREAS, the Board of Commissioners of Fulton County, Georgia (the “**Board of Commissioners**”) is charged with the duties of contracting debts and managing the affairs of Fulton County, Georgia (the “**County**”); and

WHEREAS, the Board of Commissioners has determined that it is in the best interest of the County to borrow money to pay current expenses for calendar year 2023 in anticipation of the receipt of taxes levied or to be levied for the General Fund; and

WHEREAS, the County is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (the “State Constitution”) and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the County is authorized by Article IX, Section IV, Paragraph I of the State Constitution to levy and collect taxes; and

WHEREAS, the County proposes to issue its General Fund Tax Anticipation Notes in the aggregate principal amount of \$[200,000,000] (the “**Notes**”) to pay the current expenses of the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fulton County, Georgia, as follows:

Section 1. Findings. The Board of Commissioners hereby finds and determines as follows: (a) the aggregate principal amount of the Notes herein authorized (\$[200,000,000]) does not exceed \$520,842,343, being 75% of the total gross income from taxes collected by the County in calendar year 2022 for the General Fund (\$694,456,457); (b) the aggregate principal amount of the Notes, together with other contracts, notes, warrants or obligations of the County for current expenses in calendar year 2023 for the General Fund, do not exceed the total anticipated tax revenues of the County for the General Fund for calendar year 2023; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2022 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the County to borrow \$200,000,000 to pay current expenses of the County in calendar year 2023 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2023.

Section 2. Authorization of Notes. There is hereby authorized to be issued tax anticipation notes of the County in the aggregate principal amount of \$[200,000,000] which shall be designated “Fulton County, Georgia General Fund Tax Anticipation Notes, Series 2023” (the

“Notes”). The Notes shall be dated as of the date of delivery thereof to the Purchaser (as defined herein); shall bear interest at the rate of ____% per annum, calculated on the basis of a 360-day year comprised of twelve 30-day months, all as provided in, and in accordance with, the Purchaser’s winning bid; shall be payable as to principal and interest by wire transfer upon surrender of the Notes to the persons who are registered owners on December 15, 2023 and shall be payable as to principal and interest in lawful money of the United States of America; shall be issued in \$100,000 denominations or any integral multiple of \$5,000 in excess thereof; shall be numbered R-1 upward; and shall mature and interest shall be payable on December 29, 2023. The Notes shall be issued in the form of fully registered notes. The Notes shall be executed by the manual or facsimile signature of the Chairman of the Board of Commissioners and by the manual or facsimile signature of the Clerk thereof, and the corporate seal of the County shall be impressed or imprinted thereon. In case any officer whose signature shall be affixed to the Notes or who shall have sealed any of the Notes shall cease to be such officer before the Notes so signed and sealed shall have been actually delivered, the Notes, nevertheless, shall be valid Notes of the County and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the County when the Notes shall be actually delivered.

Notwithstanding the foregoing, if the Notes are issued in Book-Entry Form, the Notes shall be payable as provided in Section 14 hereof.

Section 3. Approval of Form of Notes. The Notes as initially issued shall be issued in substantially the form attached hereto as **Exhibit A** subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Board of Commissioners, and the execution and delivery of the Notes shall be conclusive evidence of such approval.

Section 4. Designation of Authentication Agent, Paving Agent and Bond Registrar. U.S. Bank Trust Company, National Association is hereby designated as Paying Agent, Note Registrar and Authenticating Agent with respect to the Notes. The County may, from time to time, designate a successor or deputy Authentication Agent, Paying Agent or Bond Registrar. In the event the Authentication Agent, the Paying Agent or the Bond Registrar shall resign or fail to perform its duties hereunder, the Chief Financial Officer of the County (the “**Chief Financial Officer**”) shall appoint a new Authentication Agent, Paying Agent or Bond Registrar, as appropriate.

Section 5. Tax Revenues Used to Repay Notes. The County agrees to use for payment of the Notes and the interest thereon a sufficient portion of the revenues received by the County from taxes levied or to be levied for calendar year 2023 for the General Fund and other funds available for such purpose.

Section 6. Authentication of Notes. Only such Notes as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Note Registrar shall be deemed to be validly issued hereunder. No Notes shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Note Registrar, and such executed certificate of the Note Registrar upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered hereunder. Said certificate of authentication on any Note shall be deemed to have been executed by the Note

Registrar, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Notes.

Section 7. Transfer and Exchange of Notes. The Note Registrar shall cause to be kept books for the registration of transfer of the Notes. Notes may be registered and transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of any Note at the principal corporate office of the Note Registrar, the Chairman of the Board of Commissioners shall execute, and the Note Registrar shall authenticate and deliver in the name of the transferee or transferees, a new Note or Notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations, numbered consecutively in order of issuance according to the records of the Note Registrar.

The Notes may be exchanged at the principal corporate office of the Note Registrar for an equal aggregate principal amount of Notes of the same aggregate principal amount and tenor and of any authorized denomination or denominations. The Chairman of the Board of Commissioners shall execute, and the Note Registrar shall authenticate and deliver, Notes, which the owner of Notes making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such transfers of registration or exchanges of Notes shall be without charge to the owner of such Notes, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Note requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

All Notes surrendered upon any transfer provided for in this Resolution shall be promptly cancelled by the Note Registrar and shall not be reissued. Upon request of the County a certificate evidencing such cancellation shall be furnished by the Note Registrar to the County.

Notwithstanding the foregoing, if the Notes are issued in Book-Entry Form, the Notes shall be transferred and exchanged as provided in Section 14 hereof.

Section 8. Registered Owners. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9. Mutilated or Destroyed Notes. In case any Note shall become mutilated or be destroyed or lost, the County may cause to be executed, authenticated and delivered a new Note of like date and tenor in exchange or substitution for any such Note upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owners filing with the County, the Paying Agent and the Note Registrar evidence satisfactory to them that such Note was destroyed or lost and providing indemnity satisfactory to them. If any such Note shall have matured, instead of issuing a new Note, the County may pay the same.

Section 10. Redemption. The Notes are not subject to redemption prior to maturity as is more fully provided in the foregoing form thereof.

Section 11. Tax Covenants and Representations. The Notes are being issued by the County for the governmental purpose of providing funds for the current expenses of the County for the year 2023, in compliance with the conditions necessary for the interest income on the Notes to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the “**Code**”). It is the intention of the County that the interest on the Notes be and remain excludable from gross income for federal income tax purposes, and, to that end, the County hereby covenants with the holders of the Notes, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Notes under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the County or take or omit to take any action in a way that would cause the Notes to be (i) “private activity bonds” within the meaning of Section 141 of the Code, (ii) obligations which are “federally guaranteed” within the meaning of Section 149 of the Code or (iii) “hedge bonds” within the meaning of Section 149 of the Code. Without limiting the foregoing, the County will not allow 10% or more of the proceeds of the Notes to be used in the trade or business of any private business and will not loan 5% or more of the proceeds of the Notes to any nongovernmental units.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the County or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148 of the Code. The County anticipates that no rebate of any investment earnings to the Department of Treasury of the United States will be required by Section 148(f) of the Code at any time while the Notes are outstanding. However, in the event that such rebate is required, the County hereby covenants to comply with all requirements of Section 148 of the Code to the extent applicable to the Notes.

(d) The County will cause to be completed and filed with the Internal Revenue Service the information required by Section 149(e) of the Code, (Treasury Form 8038-G) prior to or simultaneously with the issuance of the Notes.

Section 12. Approval of Tax Documents. The Chairman of the Board of Commissioners and the Chief Financial Officer of the County, or either of them, are hereby authorized to execute on behalf of the County a Non-Arbitrage Certificate and Tax Covenants to assure the owners of the Notes and McGuireWoods LLP, Note Counsel, that the interest on the Notes will remain excludable from gross income for federal income tax purposes and that the proceeds of the Notes will not be used in a manner which would result in the Notes being “arbitrage bonds” within the meaning of Section 148 of the Code.

Section 13. General Authority. From and after the date of adoption of this Resolution, any member of the Board of Commissioners and the officers of the County are hereby

authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Notes. All actions of the Board of Commissioners, officers or agents of the County taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

Section 14. Global Form; Securities Depository; Ownership of Notes.

(a) Upon the initial issuance, the ownership of each Note shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each Note shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Notes from the Paying Agent evidencing their ownership interests. Except as provided in subsection of this Section 14, the Notes may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the County or to a nominee of such successor Securities Depository.

(b) With respect, to Notes registered in the name of the Securities Depository or the Securities Depository Nominee, the County, the Paying Agent, the Note Registrar and the Authenticating Agent shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, neither the County, the Paying Agent, the Note Registrar, the Authenticating Agent nor their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Notes;

(ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Notes; or

(iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal or interest on the Notes.

So long as the Notes are registered in Book-Entry Form, the County, the Paying Agent, the Note Registrar and the Authenticating Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Notes for all purposes whatsoever, including without limitation:

(i) the payment of principal of and interest on such Notes;

(ii) giving notices of redemption (if applicable) and other matters with respect to such Notes;

(iii) registering transfers with respect to such Notes; and

- (iv) the selection of Notes (if applicable) for redemption.

So long as the Notes are registered in Book-Entry Form, the Paying Agent shall pay all principal of and interest on the Notes only to the Securities Depository or the Securities Depository Nominee as shown in the note register, and all such payments shall be valid and effective to fully discharge the County's obligations with respect to payment of principal of and interest on the Notes to the extent so paid.

(c) If at any time (i) the County determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) if the Securities Depository notifies the County that it is unwilling or unable to continue as Securities Depository with respect to the Notes, or (iii) if the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the County within 90 days after the County receives notice or becomes aware of such condition, as the case may be, then this Section 14 shall no longer be applicable and the County shall execute and the Note Registrar and Authenticating Agent shall authenticate and deliver notes representing the Notes to the owners of the Notes. Notes issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Note Registrar. Upon exchange, the Note Registrar shall deliver such notes representing the Notes to the persons in whose names such Notes are so registered on the business day immediately preceding the date of such exchange.

(d) For purposes of this Resolution, the following terms shall have the meanings set forth below:

“Agent Member” means a member of, or participant in, the Securities Depository.

“Beneficial Owner” means the owners of a beneficial interest in the Notes registered in Book-Entry Form.

“Book-Entry Form” or “Book-Entry System” means, with respect to the Notes, a form or system, as applicable, under which (i) the ownership of beneficial interests in the Notes may be transferred only through book-entry and (ii) physical Notes in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Notes in the custody of a Securities Depository.

“Securities Depository” means any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds or notes and bond or note service charges, and to effect transfers of bonds or notes in Book-Entry Form, and means, initially, The Depository Trust Company (a limited purpose trust company), New York, New York.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of The Depository Trust Company.

Section 15. Sale of Notes. The sale of the Notes to [Purchaser] (the “Purchaser”) for a price of \$_____ (par, plus a premium of \$_____, less underwriter’s discount of \$_____) at a rate of _____%, which results in an arbitrage yield of _____%, a net interest cost (NIC) of _____% and total interest of \$_____, is hereby authorized.

Section 16. Tax Levy for Payment of Note. For the purpose of providing funds for the payment of the principal of and interest on the Notes, there shall be and hereby is assessed and levied and there shall hereafter be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the corporate limits of Fulton County, Georgia, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Said sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Notes, and the provisions to meet the requirements of this Resolution shall hereafter be made in due time and manner so that the Notes, including both principal and interest, shall be fully paid at maturity.

Section 17. Post Issuance Tax Compliance. The County has in place Post-Issuance Tax Compliance Policies and Procedures as required by the Internal Revenue Service in connection with filing Form 8038-G for the Notes and other tax-exempt obligations of the County.

Section 18. Custody and Application of Proceeds of Notes. Upon the issuance and delivery of the Notes, the Chief Financial Officer is hereby authorized and directed to pay the costs of preparing the Notes, including the fees and expenses of the Financial Advisor, Note Counsel, Disclosure Counsel and expenses of printing and posting the Notice of Sale, the Preliminary Official Statement and Official Statement and obtaining a CUSIP Number, if required, and all other customary costs of issuance of the Notes in an amount approved by the Chief Financial Officer. The balance of the proceeds of the sale of the Notes shall be deposited in the operating account of the County to be applied toward the payment of its current expenses in calendar year 2023.

Section 19. Approval and Ratification of Certain Documents and Actions. The actions of the Chief Financial Officer and the financial advisor to the County in causing information with respect to the Notes to be distributed to potential investors, including the use of a Preliminary Official Statement, dated May 4, 2023 (the “Preliminary Official Statement”) which is attached hereto as **Exhibit B**, are hereby authorized, ratified and confirmed.

Section 20. Rule 15c2-12 Certificate. The Chief Financial Officer is hereby authorized to execute and deliver a certificate “deeming final” the Preliminary Official Statement on behalf of the County in accordance with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended.

Section 21. Continuing Disclosure Undertaking. The Chief Financial Officer is hereby authorized to execute and deliver a Continuing Disclosure Certificate in substantially similar form as attached hereto as **Exhibit C**, with such changes, filling of blanks and other modifications as the Chief Financial Officer, after consultation with the Interim County Attorney and Disclosure Counsel, shall deem necessary or appropriate. Notwithstanding anything contained in this Resolution or the Continuing Disclosure Certificate to the contrary, the continuing

disclosure undertaking set forth in the Continuing Disclosure Certificate is for the benefit of the holders of the Notes (the “**Noteholders**”). Unless otherwise required by law, no Noteholder shall be entitled to damages resulting from the County’s noncompliance with its continuing disclosure undertaking; however, Noteholders may take action to require performance of such obligation by any judicial proceeding available. Breach of the continuing disclosure undertaking of the County does not constitute an event of default under this Resolution, and any rights and remedies provided in this Resolution in the event of default are not, applicable to a breach of the continuing disclosure undertaking of the County as set forth in such Continuing Disclosure Certificate.

Section 22. Delivery of Final Official Statement. The Chairman of the Board of Commissioners is authorized to execute and deliver to the purchasers of the Notes an Official Statement in substantially the form of the Preliminary Official Statement, subject to such changes and modifications as may be necessary to conform to the provisions of this Resolution.

Section 23. Counterparts; Electronic Execution. The Chairman of the Board of Commissioners, the Chief Financial Officer or such other duly authorized representative of the County are hereby authorized to execute the Preliminary Official Statement, the Official Statement, the Deputy Paying Agent and Note Registrar Agreement and any and all other documents and certificates related thereto, by means of electronic or digital signature, including an emailed PDF of a digitized image of the actual signature page or by other electronic means provided that such other means utilize electronic signature software that has the capability to audit or authenticate the signature, and such electronic pages shall constitute an original signature and shall be of the same legal effect, validity or enforceability as a manually executed, physically delivered or paper-based signature, as the case may be, and it is further found and determined that such electronic signatures are expressly permitted under the Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1, *et seq.*)

Section 24. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Adopted and approved this ____ day of _____, 2023.

Approved:

[SEAL]

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

ATTEST:

Tonya R. Grier, Clerk
Board of Commissioners of Fulton County, Georgia

Approved as to form:

Soo Jo, Esq.
County Attorney

EXHIBIT A
FORM OF THE NOTES

EXHIBIT B

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

NEW ISSUE - BOOK-ENTRY ONLY

RATINGS: Moody's: "MIG 1"
S&P: "SP-1+"
(See "RATINGS" herein)

In the opinion of Note Counsel, under existing law and subject to the conditions described in "TAX MATTERS" herein, interest on the Notes (a) is excludable from gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. In addition, for taxable years beginning after December 31, 2022, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. Note Counsel is further of the opinion that under current law, the income on the Notes, including the interest thereon, is exempt from income taxation by the State of Georgia. See "TAX MATTERS" herein regarding other tax considerations.



\$200,000,000*
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023

Dated: Date of Delivery

Due: December 29, 2023

This Official Statement relates to the sale and issuance by Fulton County, Georgia (the "County") of \$200,000,000* in aggregate principal amount of its General Fund Tax Anticipation Notes, Series 2023 (the "Notes") pursuant to: (a) Article IX, Section V, Paragraph V of the Georgia Constitution of 1983; (b) Section 36-80-2 of the Official Code of Georgia Annotated, as amended and supplemented; and (c) a resolution adopted by the Board of Commissioners of the County (the "Board of Commissioners") on March 15, 2023, as supplemented by a resolution expected to be adopted by the Board of Commissioners on May 17, 2023. The Notes are being issued for the purpose of: (a) obtaining a temporary loan to pay certain current expenses of the County in anticipation of the collection of taxes levied or to be levied upon taxable property in the County during calendar year 2023 and (b) paying the costs of issuance related to the Notes. See "AUTHORIZATION AND PURPOSE" herein.

The Notes will initially be issued as a single fully registered note in denominations of \$5,000 and any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not receive physical delivery of certificates representing the beneficial ownership interests in the Notes so purchased. Payments of principal of and interest on the Notes will be made to Cede & Co., as nominee for DTC as registered owner of the Notes to be subsequently disbursed to the Beneficial Owners (as defined herein). See "BOOK-ENTRY ONLY SYSTEM" herein.

Interest on the Notes will accrue from the original issue date to, but not including, the maturity date and will be computed on the basis of a 360-day year of twelve 30-day months. The Notes will mature without option of prior redemption on December 29, 2023. See "DESCRIPTION OF THE NOTES" herein.

The Notes are payable from taxes levied or to be levied for calendar year 2023 for the General Fund and other funds available to the County for such purpose. See "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" herein. For information related to the County and its financial condition generally, see "THE COUNTY," "FISCAL OVERVIEW OF THE COUNTY" and "PROPERTY TAXES" herein, and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Electronic proposals for the purchase of the Notes will be received by the County via the BiDCOMP/Parity electronic bid submission system ("Parity®") on May 17, 2023, until 10:00 a.m. local time in the City of Atlanta, or on such other date or time as may be determined by the County, with notice provided through Parity®, all as provided in the Official Notice of Sale, dated May 4, 2023, relating to the Notes.

This cover page contains certain limited information for quick reference only. It is not, and is not intended to be, a summary of the matters relating to the Notes. Potential investors should read the entire Official Statement, including the cover page, the inside front cover, and the appendices attached hereto, to obtain information essential to the making of an informed investment decision.

The Notes are being offered when, as, and if issued by the County and received by the Purchaser subject to prior sale and to withdrawal or modification of the offer without notice, and subject to the approving opinion of McGuireWoods LLP, Atlanta, Georgia, as Note Counsel. Certain legal matters will be passed upon for the County by Soo Jo, Esq., as the County Attorney. Certain legal matters will be passed upon for the County by Greenberg Traurig, LLP, Atlanta, Georgia, as Disclosure Counsel. Raymond James & Associates, Inc., Atlanta, Georgia serves as financial advisor to the County in connection with the issuance of the Notes. The Notes are expected to be delivered through the book-entry system of DTC on or about May 25, 2023.

_____, 2023

* Preliminary; subject to change.

**MATURITY, PRINCIPAL AMOUNT, INTEREST RATE,
YIELD, PRICE, AND INITIAL CUSIP NUMBER[†]**

\$200,000,000*

**FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023**

Maturity	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP Number[†]
December 29, 2023	\$200,000,000*				

* Preliminary; subject to change.

[†] Initial CUSIP® numbers have been assigned to the Notes by an organization not affiliated with the County or the Financial Advisor (as defined herein) and are included for the convenience of the owners of the Notes only at the time of original issuance of the Notes. None of the County, the Financial Advisor nor the Purchaser or their agents or counsel is responsible for the selection, use or accuracy of the CUSIP® numbers nor is any representation made as to their correctness with respect to the Notes as included herein or at any time in the future. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the Notes as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Notes.

FULTON COUNTY, GEORGIA

Board of Commissioners

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

Clerk to the Commission

Tonya R. Grier

County Manager

Richard "Dick" Anderson

Chief Operating Officer

Justice Public Safety and Technology

Alton Adams

Chief Operating Officer

Health, Human Services and Public Works

Pamela Roshell, Ph. D.

County Attorney

Y. Soo Jo, Esq.

Chief Financial Officer

Sharon L. Whitmore, CPA, CPFO

CONSULTANTS TO FULTON COUNTY, GEORGIA

Note Counsel

McGuireWoods LLP
Atlanta, Georgia

Disclosure Counsel

Greenberg Traurig, LLP
Atlanta, Georgia

Financial Advisor to the County

Raymond James & Associates, Inc.
Atlanta, Georgia

This Official Statement does not constitute a contract between the County or the Purchaser (as defined herein) and any one or more owners of the Notes, nor does it constitute an offer to sell or the solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by the County or the Purchaser to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering of the Notes, and if given or made, such information or representations must not be relied upon as having been authorized by the County or any other person. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. Except as otherwise indicated, the information contained in this Official Statement, including in the appendices attached hereto, has been obtained from representatives of the County and from public documents, records and other sources considered to be reliable.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE COUNTY FOR PURPOSES OF RULE 15c2-12 ("RULE 15c2-12") OF THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC") PROMULGATED PURSUANT TO THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO PARAGRAPH (b)(1) OF RULE 15c2-12.

IN CONNECTION WITH THE OFFERING OF THE NOTES, THE PURCHASER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE NOTES HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE NOTE RESOLUTION (AS DEFINED HEREIN) BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE NOTES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE NOTES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE NOTES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of the County, and the terms of the offering, including the merits and risks involved. The Notes have not been recommended by any federal or state securities commission or regulatory authority. Any representation to the contrary may be a criminal offense.

The order and placement of information in this Official Statement, including the appendices attached hereto, are not an indication of relevance, materiality or relative importance, and this Official Statement, including the appendices attached hereto, must be read in its entirety. The captions and headings in this Official Statement are for convenience only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provision or section in this Official Statement.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

References to website addresses presented herein, including the County's website or any other website containing information about the County, are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for any purpose including for purposes of Rule 15c2-12.

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OFFICIAL STATEMENT

relating to

\$200,000,000*

FULTON COUNTY, GEORGIA GENERAL FUND TAX ANTICIPATION NOTES SERIES 2023

Due: December 29, 2023

INTRODUCTION

General

The purpose of this Official Statement, which includes the cover page, the inside front cover and the appendices attached hereto, is to provide certain information in connection with the issuance and sale by Fulton County, Georgia (the "County") of \$200,000,000* in aggregate principal amount of its General Fund Tax Anticipation Notes, Series 2023 (the "Notes").

Other Information

This Official Statement speaks only as of its date and the information contained herein is subject to change. This Official Statement, including the cover page and the appendices attached hereto, contains brief descriptions of, among other matters, the County, the Notes, the security and sources of payment for the Notes, and the Note Resolution (as defined herein). Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Note Resolution, and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and references herein to the Notes are qualified in their entirety to the form thereof included in the Note Resolution. Copies of the Note Resolution and other relevant documents and information are available, upon written request and payment of any applicable charge for copying, mailing and handling, from Fulton County, Georgia, 141 Pryor Street, Atlanta, Georgia 30303.

AUTHORIZATION AND PURPOSE

The Notes are being issued pursuant to: (a) Article IX, Section V, Paragraph V of the Georgia Constitution of 1983 (the "State Constitution"); (b) Section 36-80-2 of the Official Code of Georgia Annotated, as amended and supplemented; and (c) a resolution adopted by the Board of Commissioners of the County (the "Board of Commissioners") on March 15, 2023, as supplemented by a resolution expected to be adopted by the Board of Commissioners on May 17, 2023 (together, the "Note Resolution").

* Preliminary; subject to change.

Pursuant to applicable constitutional and statutory authorizations, counties, such as the County, may incur debt to pay current expenses by obtaining temporary loans in anticipation of current year tax receipts under the following conditions: (a) no temporary loans or notes incurred in any preceding calendar year are outstanding; (b) the aggregate amount of temporary loans or notes outstanding at any one time may not exceed 75% of the gross income from taxes collected during the prior calendar year; (c) there will not be outstanding at any one time an aggregate of such temporary loans, notes or obligations for current expenses in excess of the total anticipated revenue for the then current calendar year; and (d) such temporary loans or notes shall be payable on or before December 31 of the calendar year in which such loan is made.

A portion of the proceeds of the Notes will be used to pay certain current expenses to be incurred by the County during calendar year 2023 prior to the receipt of revenues from taxes levied, or to be levied for the General Fund (that is, for operations and maintenance purposes) in 2023.

The Note Resolution authorizing the issuance of the Notes shall contain the following statement in order to establish that the amount of the Notes to be issued is within the limitation imposed by the State Constitution and statutes of the State of Georgia (the "State"), and that the other conditions set forth therein are met:

"The Board of Commissioners hereby finds and determines as follows: (a) the aggregate principal amount of the Notes herein authorized (\$200,000,000*) does not exceed \$520,842,343.00, being 75% of the total gross income from taxes collected by the County in calendar year 2022 for the General Fund (\$694,456,457.00); (b) the aggregate principal amount of the Notes, together with other contracts, notes, warrants or obligations of the County for current expenses in calendar year 2023 for the General Fund, do not exceed the total anticipated tax revenues of the County for the General Fund for calendar year 2023; (c) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2022 or any prior calendar year remains unpaid as of the date hereof; and (d) a need exists for the County to borrow \$200,000,000* to pay current expenses of the County in calendar year 2023 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2023."

DESCRIPTION OF THE NOTES

The Notes will be dated as of the date of delivery thereof and payment therefor and will be payable in lawful money of the United States of America upon presentation at the designated corporate trust office of the paying agent. The Notes will bear interest at the rate per annum indicated on the inside cover page of this Official Statement, payable at maturity and computed on the basis of a 360-day year of twelve 30-day months. Interest on the Notes will accrue from the original issue date to, but not including, the maturity date. The Notes will mature without option of prior redemption on December 29, 2023.

The Notes will initially be issued as a single fully registered note in denominations of \$5,000 and any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not receive physical

* Preliminary; subject to change.

delivery of certificates representing the beneficial ownership interests in the Notes so purchased. Payments of principal of and interest on the Notes will be made to Cede & Co., as nominee for DTC as registered owner of the Notes to be subsequently disbursed to the Beneficial Owners (as defined herein). See "BOOK-ENTRY ONLY SYSTEM" herein.

BOOK-ENTRY ONLY SYSTEM

Purchases of beneficial ownership interests in the Notes will be made in book-entry form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Notes so purchased. For a description of DTC and the book-entry only system, see "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM" attached hereto.

SECURITY AND SOURCES OF PAYMENT FOR THE NOTES

The Notes are payable from taxes levied or to be levied for calendar year 2023 for the General Fund and other funds available to the County for such purpose.

For the purpose of providing funds for the payment of the principal of and interest on the Notes, the County is required to assess and levy and there shall be collected a direct tax upon all real and personal property now or hereafter subject to taxation within the corporate limits of the County, the net proceeds of which will be in a sufficient amount to produce such sums as are required to pay the principal and interest thereon. Such sums are irrevocably pledged and appropriated to the payment of the principal and interest, when due on the Notes.

For information related to the County and its financial condition generally, see "THE COUNTY," "FISCAL OVERVIEW OF THE COUNTY" and "PROPERTY TAXES" herein, and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

ENFORCEABILITY OF REMEDIES

The realization of value from the pledge of the taxing power of the County to the payment of the Notes upon any default will depend upon the exercise of various remedies specified by State law and the Note Resolution. These and other remedies may require judicial actions, which are often subject to discretion and delay, and which may be difficult to pursue. The enforceability of rights and remedies with respect to the Notes may be limited by state and federal laws, rulings, and decisions affecting remedies and by bankruptcy, reorganization, insolvency, or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. A court may decide not to order the specific performance of the covenants contained in the Note Resolution.

Notwithstanding the foregoing, O.C.G.A. § 36-80-5 provides that no county created under the State Constitution or the laws of the State shall be authorized to file a petition for relief from

payment of its debts as they mature or a petition for composition of its debts under any federal statute providing for such relief or composition or otherwise to take advantage of any federal statute providing for the adjustment of debts of political subdivisions and public agencies and instrumentalities. O.C.G.A. § 36-80-5 also provides that no chief executive, board of commissioners, or other governmental officer, governing body, or organization shall be empowered to cause or authorize the filing by or on behalf of any county created under the State Constitution or laws of the State of any petition for relief from payment of its debts as they mature or a petition for composition of its debts under any federal statute providing for such relief or composition or otherwise to take advantage of any federal statute providing for the adjustment of debts of political subdivisions and public agencies and instrumentalities.

THE COUNTY

General

The County is the central county in the Atlanta Metropolitan Area and the most populous county in the State. As estimated by the U.S. Census Bureau as of July 1, 2022, the estimated population of the County was 1,074,634. Originally created in 1853 by the Georgia General Assembly and enlarged in 1931 by the absorption of two adjacent counties, the County encompasses approximately 523 square miles. The City of Atlanta occupies approximately 25% of the County, and accounts for approximately 45% of the County's population. The fourteen other incorporated cities located in the County are: Alpharetta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City. Urban and suburban areas associated with Atlanta, Hapeville, East Point, Sandy Springs and College Park are located in the central section of the County; suburban areas associated with Alpharetta, Roswell, Johns Creek and Milton are located in the northern section of the County, and agricultural areas remain in the extreme ends of the 75-mile distance from the northern to the southern boundaries.

For additional information regarding the County, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

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Government

The County operates under the commission-county manager form of government. The Board of Commissioners is the governing and policy making body of the County. The Board of Commissioners consists of seven members, including the Chairman, that serve staggered four-year terms. The current members of the Board of Commissioners are as follows:

	District	Current Term Expires
Robert L. Pitts, <i>Chairman</i>	At-large	December 31, 2026
Bridget Thorne, Commissioner	1	December 31, 2026
Bob Ellis, <i>Vice Chair</i>	2	December 31, 2024
Dana Barrett, Commissioner	3	December 31, 2026
Natalie Hall, Commissioner	4	December 31, 2024
Marvin S. Arrington, Jr., Commissioner	5	December 31, 2026
Khadijah Abdur-Rahman, Commissioner	6	December 31, 2024

The Board of Commissioners sets levels of service to be provided by each department when it approves each annual department budget. It levies taxes, adopts a yearly capital improvement program, exercises authority over the County's health and welfare programs, authorizes County bond issues, and promotes new industrial activity through its Development Authority. It also regulates zoning, fire and police protection service, in the unincorporated areas of the County.

The Board of Commissioners appoints the County Manager as its chief executive officer, who in turn appoints all department heads, except elected officials and some whose appointments are specifically provided for by law. The County Manager's chief function is to carry out County policy as set by the Board of Commissioners. The Finance Department is responsible for the collection, stewardship, and disbursement of County funds. The Finance Department compiles the County budget and the Annual Comprehensive Financial Report, accumulates data to evaluate programs, and analyzes revenue requirements. The County Attorney oversees an extensive litigation practice which includes employment, catastrophic personal injury, wrongful death, governmental contract, taxation, tax sales, tax assessment, environmental, construction, constitutional, and bankruptcy matters and extensive motion and appellate practice. The Office of the County Attorney also oversees a great variety of property and tax matters and provides internal advice, counsel and transactional services to the County department, management and Board of Commissioners.

The fiscal year of the County is currently the twelve-month period beginning January 1 and ending on December 31 (the "Fiscal Year").

County Executive Management

Richard "Dick" Anderson, Fulton County Manager. Mr. Richard "Dick" Anderson was appointed Fulton County Manager in March, 2015 and serves as the top administrator for Georgia's largest county. He leads an organization of 4,700 professionals with a \$1 billion budget serving over 1 million citizens. Mr. Anderson's signature emphasis has been to make Fulton County "First in 3...Impact, Service and Efficiency." This has led to the County being recently named by Georgia Trend as one of four counties to watch in the future. Significant accomplishments have included comprehensive County efforts at COVID-19 testing and vaccinations for all citizens, as well as

the approval of a \$580 million transportation infrastructure investment with a first ever Special Purpose Local Option Sales Tax for transportation purposes (TSPLOST), a \$500 million water treatment infrastructure expansion and a \$100 million facilities renovation program. With an emphasis on customer service, Fulton County residents are indicating high levels of customer satisfaction and Fulton County employee compensation is tied to a customer satisfaction metric. As well, significant changes have been made to Behavioral Health, Public Health and Property Tax processes to improve the citizen experience.

Before joining Fulton County, Mr. Anderson held several executive positions in both the private and public sectors. He served most recently as the COO for the Federal Reserve working in Washington, DC with Chairman Bernanke and the Board of Governors to create a strategic plan for operations post the financial crisis. Previously, he served in Governor Sonny Perdue's administration as Executive Director of Georgia Regional Transportation Authority and led a strategic review of the state's transportation system. Mr. Anderson began his career in telecommunications and retired from BellSouth and AT&T after being Vice Chairman and Group President-Global Business.

Mr. Anderson has long been involved in the Atlanta community serving as the 2007 Metro Atlanta Chamber Chairman and on additional boards such as Children's Healthcare, Marcus Autism Center, Georgia Regional Transportation Authority, Clark Atlanta University and Camp Twin Lakes. He was recently named Citizen of the Year by the Greater North Fulton Chamber of Commerce.

Mr. Anderson graduated with BS and MBA degrees from Murray State University where he serves as an MSU trustee and was recognized by the Governor of Kentucky as Outstanding Alumni from a Kentucky university in 2016.

Alton Adams, Chief Operating Officer Justice, Public Safety and Technology. Mr. Alton Adams serves as Chief Operating Officer and provides strategic and operating support to the Justice System and has direct responsibility for the Public Safety, Technology and Economic Development departments of the County. Mr. Adams retired from KPMG's Managing Consulting Practice where he served as Global Lead Partner for The Coca Cola Company and the Global Lead Partner for the Procter and Gamble Company. He built and led CRM practices at KPMG and Accenture with a focus on helping clients accelerate organic growth through the use of data, analytics, technology and customer strategy. Mr. Adams was selected to design and lead major Inclusion and Diversity Initiatives at KPMG and Accenture. Feeling strongly about community service, Mr. Adams served on the Boards of the Atlanta Chapter of the Boy Scouts of America, the High Museum and the Atlanta Humane Society.

Mr. Adams holds a Bachelor of Arts degree in Economics from Georgetown University and an MBA in Marketing/Finance from the Wharton School at the University of Pennsylvania.

Pamela Roshell, Ph. D., Chief Operating Officer Health, Human Services and Public Works. Dr. Pamela Roshell serves as Chief Operating Officer Health, Human Services and Public Works. Prior to her appointment to the position of Chief Operating Officer of Health, Human Services, and Public Works in December 2021, Dr. Pamela Roshell served as Fulton County's Deputy Chief Operating Officer for Health & Human Services and as Director of Senior Services,

where she managed a \$20 million budget and drove policy implementation and strategy across a portfolio of intervention, prevention and supportive services for vulnerable populations. Dr. Roshell previously served as Regional Director for the U. S. Department of Health and Human Services and brings more than 20 years of experience in public administration, health policy, and gerontology in the public and nonprofit sectors.

Prior to her appointment as Regional Director, Dr. Roshell served in a variety of leadership roles at American Association of Retired Persons including State Director for AARP Georgia where she provided management and leadership to ensure that the Georgia State Office delivered value and relevant programs, services, outreach and consumer advocacy to AARP's more than 1 million members in Georgia.

Dr. Roshell is a graduate of Columbia College, and received a Master of Social Work degree with a specialty in Administration from the University of South Carolina. She has built on that specialty with the completion of a PhD in Social Policy, Planning and Administration from Clark Atlanta University.

Sharon Whitmore, Chief Financial Officer. Ms. Sharon Whitmore serves as the County's Chief Financial Officer. Ms. Whitmore leads all internal shared services functions including Diversity and Civil Rights Compliance, Finance, Human Resources, Office of Strategy and Performance Management and Purchasing, and is responsible for internal departmental satisfaction with shared services and efficient operations. Ms. Whitmore has served with Fulton County for more than 25 years, and has held a number of roles including Interim Director of Finance and Interim County Manager. Prior to serving with Fulton County, Ms. Whitmore served with KPMG.

Ms. Whitmore holds a bachelor's degree in accounting from Kennesaw State University.

Y. Soo Jo, Esq., County Attorney. Ms. Jo serves as the County Attorney and brings more than 24 years of experience in the field of law, including practice as a public attorney with local, state and federal governments.

She has served most recently as an Assistant U.S. Attorney in the U.S. Attorney's Office for the Northern District of Georgia. Her previous public sector work includes service with the Gwinnett County Magistrate Court, the City of Atlanta Law Department, the Fulton County Attorney's Office, and with the Superior Court of Fulton County. During time in private practice with L.C. Davis Law, she represented the Georgia Department of Human Services.

Ms. Jo is a graduate of Georgetown University where she earned a Bachelor of Science degree in Languages and Linguistics. She also holds a Juris Doctorate degree from the Georgia State University School of Law. She brings extensive volunteer experience with the State Bar of Georgia and the Georgia Asian Pacific American Bar Association.

FISCAL OVERVIEW OF THE COUNTY

In addition to the information regarding the County set forth in "THE COUNTY" herein and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED

FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto, the County has provided the following financial information relating to the County. A complete review of this Official Statement, including the cover page and the appendices attached hereto, is essential to the making of an informed investment decision by any potential purchaser of the Notes. In the making of an informed investment decision relating to the Notes, a potential purchaser should not conclude that the presentation of information in the body of this Official Statement, versus the presentation of information in Appendix A, Appendix B, or Appendix C attached hereto, denotes that the information related to the County so provided in the body of this Official Statement is of more relevance or importance than the information set forth in Appendix A, Appendix B, or Appendix C attached hereto.

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Statement of Revenues, Expenditures, and Changes in General Fund Balances

The following table presents the County's statement of revenues, expenditures and changes in General Fund balances for Fiscal Years 2017 through 2021.

Fulton County, Georgia General Fund Revenues, Expenditures and Changes in General Fund Balances (Audited; Accrual Basis) (in thousands)

	(Modified Accrual Basis)				
	2021	2020	2019	2018	2017
REVENUES:					
Taxes	\$679,731	\$672,445	\$631,231	\$643,782	\$519,345
Intergovernmental	8,451	2,090	7,099	4,957	4,855
Charges for Services	28,698	26,189	34,036	34,725	24,794
Courts and law enforcement	16,594	14,646	15,025	15,897	14,267
Use of Money and Property	3,838	6,236	12,788	7,459	5,907
Miscellaneous	1,449	5,278	4,712	4,722	7,038
Total Revenues	\$738,761	\$726,884	\$704,891	\$711,542	\$576,206
EXPENDITURES:					
<i>Current:</i>					
Administration	\$ 91,076	\$104,881	\$ 88,861	\$ 96,224	\$ 85,547
Public Safety	138,847	119,196	148,317	111,252	110,044
Legal	139,755	134,488	136,664	128,284	124,189
Infrastructure and facilities	27,931	28,476	27,712	26,890	28,211
Social Services	59,700	60,943	67,964	61,891	60,582
Health Services	86,911	84,724	80,469	77,798	78,189
Other nonagency	105,406	90,349	73,352	79,543	69,947
<i>Debt Service:</i>					
Principal Retirement	5,835	5,627	4,100	3,532	3,600
Interest	1,633	3,389	3,375	3,204	2,585
Total Expenditures	\$657,094	\$632,073	\$630,814	\$588,618	\$562,894
Excess (Deficiency) of Revenues over (under) expenditures	\$ 81,667	\$ 94,811	\$ 74,077	\$ 122,924	\$ 13,312
Other financing sources (uses):					
Proceeds from sale of capital assets	\$ -	\$ -	\$ 194	\$ -	\$ 16,126
Transfers in	17	-	14	9	-
Transfers out	(59,516)	(57,175)	(57,842)	(47,119)	(47,751)
Total other financing sources (uses)	(59,499)	(57,175)	(57,634)	(47,110)	(31,625)
Net change in fund balances	\$ 22,168	\$ 37,636	\$ 16,443	\$ 75,814	\$ (18,313)
Fund Balance at beginning of year	236,160	198,524	182,081	106,267	124,580
Fund Balance at end of year	\$258,328	\$236,160	\$198,524	\$182,081	\$106,267

Source: Fulton County, Georgia Finance Department.

For additional information, see "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021," and

"APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Management's Discussion and Analysis (Unaudited)

Preliminary Assessment of General Fund Performance for Fiscal Year 2022; Revenues (Unaudited). 2022 General fund revenues for all taxes were affected largely by the increase or growth in the County digest of over 9%, but offset with a lower millage rate for the General fund of 8.87 for 2022, as compared to the General fund millage rate of 9.02 for 2021. Both current and prior year tax collections, and charge for service income which includes commissions on tax collections, fluctuated from 2022 from 2021 slightly. The overall impact was slightly higher General fund tax and related revenues from taxes for 2022 as compared to 2021. Interest income was significantly higher in 2022 with higher yields, generating an additional \$2 million in interest earnings. The County continues to utilize the State of Georgia's Investment Fund 1, a pooled investment fund.

Preliminary Assessment of General Fund Performance for Fiscal Year 2022; Expenditures (Unaudited). Expenditures for Fiscal 2022 were significantly higher, overall at 9% due to an across the board pay increase for all employees of 7% to combat the effects of inflation. Vendor costs have also increased for similar inflationary trends. Other non-agency and public safety costs share a 2022 reclassification of medical costs for jail inmates, but it total reflect the same inflationary trends. Transfers for capital remained relatively constant year over year.

Fiscal 2023 has yet to see a similar compensation increase, and projected expenditures for 2023 appear to be close to actual 2022 levels for the General fund.

Preliminary Assessment of General Fund Performance for Fiscal Year 2022; Fund Balance (Unaudited). The General fund's fund balance as of December 31, 2022 continues at historically high levels at \$222,037,000 which continues to maintain a strong fund balance. The County maintains an advantageous position to fund continued normal County responsibilities.

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Operating Revenues and Expenses for Periods Ended December 31, 2022 and 2021 (Unaudited; Cash Basis)

The following table presents unaudited, cash activity for the General Fund for the twelve months ended December 31, 2022 as compared to the twelve months ended December 31, 2021. Cash basis reporting differs significantly from accrual basis reporting. Timing of cash collections does not reflect revenues earned over the applicable twelve-month period, nor do cash payments reflect the actual expenses incurred during the same period.

	Cash Basis; Unaudited (in thousands)	
	2022	2021
Revenues:		
Current taxes	\$660,851	\$643,239
Prior year taxes	33,605	39,378
Intergovernmental	6,797	8,426
Charges for Services	25,342	28,698
Courts and Law enforcement	16,943	16,594
Use of Money and Property	6,582	3,839
Miscellaneous	7,883	10,102
Total Revenues	\$758,003	\$750,276
Expenditures:		
Administration	\$134,023	\$105,861
Public Safety	138,924	131,310
Legal	159,633	139,288
Infrastructure and facilities	34,212	30,932
Social Services	65,853	58,255
Health Services	91,487	87,813
Other non-agency	94,954	106,848
Debt Service:		
Principal	6,045	5,835
Interest	2,543	1,633
Total Expenditures	\$727,674	\$667,775
Excess (Deficiency) of Revenues Over (under) expenditures		
Other Financing Sources (Uses)		
Transfers out	(\$ 58,211)	(59,516)
Total other financing sources (uses)	(\$ 58,211)	(\$ 57,828)
Net change in fund balances	(\$ 27,882)	\$ 22,985
Fund balance at beginning of year	\$249,919	\$226,934
Fund balance at end of year	\$222,037	\$249,919

Source: Fulton County, Georgia Finance Department.

General Obligation Bonds

Authorization and Debt Limit. The State Constitution requires approval from a majority of the qualified voters of the County ("Voter Approval") prior to the issuance of general obligation bonds (the "General Obligation Bonds"). Other than the Outstanding Authorized Library Bonds (as further described below), the County does not currently have any outstanding General Obligation Bonds at this time. Subject to Voter Approval, and as and to the extent issued, any such General Obligation Bonds would be supported by the County's then-applicable bond levy. For additional information related to the County's bond levy, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Pursuant to the State Constitution, the total General Obligation Bonds issued by the County, shall never exceed 10% of the assessed value of all the taxable property in the County (the "Debt Limit"). As of December 31, 2022, the County's total outstanding General Obligations Bonds was approximately 0.20% of the assessed value of all of the taxable property in the County, which is less than the Debt Limit.

See "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA - FULTON COUNTY BONDED INDEBTEDNESS" attached hereto for more information on the legal debt margin. Certain other indebtedness of the County is property tax supported but does not require Voter Approval and is not applicable to the Debt Limit. See, "FISCAL OVERVIEW OF THE COUNTY - Property Tax Supported Debt" herein.

Outstanding Authorized Library Bonds. The County previously issued its \$33,790,000 Fulton County, Georgia General Obligation Library Bonds, Series 2010A (Tax-Exempt), \$133,210,000 Fulton County, Georgia General Obligation Library Bonds, Series 2010B (Taxable-Build America Bonds), and \$104,785,000 Fulton County, Georgia General Obligation Library Bonds, Series 2017, of which an aggregate principal amount of \$215,445,000 was outstanding as of December 31, 2022 (collectively, the "Outstanding Authorized Library Bonds").

For additional information regarding the County's financing activities, such as the use of General Obligation Bonds, and other forms of long-term financing, which in certain cases are property-tax supported but do not require Voter Approval and are not included in the calculation of the Debt Limit as applicable to the County, see "FISCAL OVERVIEW OF THE COUNTY - Ratio of General Bonded Debt Outstanding" herein, and "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Proposed Issuance of General Obligation Bonds. The County does not currently expect to issue additional General Obligation Bonds in Fiscal Year 2023. However, the County reserves the absolute right to issue additional General Obligation Bonds, subject to the Debt Limit, at the times and in the manner permissible under applicable law. Currently, the County does not have further authority to issue General Obligation Bonds without Voter Approval. In addition to the foregoing

transactions, the County may also pursue other financing or refinancing opportunities that: (a) lower costs of borrowing and/or maximize savings in accordance with long term planning objectives, and/or (b) provide funding for projects approved by the Board of Commissioners.

Property Tax Supported Debt

Outstanding Property Tax Supported Debt. In addition to the Outstanding Authorized Library Bonds, the County has other long-term debt and other obligations, which are property tax supported, including contractual obligations with The Fulton-DeKalb Hospital Authority (the "Hospital Authority"), the Fulton County Urban Redevelopment Agency, the City of Atlanta and Fulton County Recreation Authority, Association of County Commissioners of Georgia, and the South Fulton Regional Jail Authority (collectively, the "Property Tax Supported Debt"). As of December 31, 2022, the County was responsible for \$469,511,165 in Property Tax Supported Debt. For more information on the County's Property Tax Supported Debt, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA - FULTON COUNTY BONDED INDEBTEDNESS - Computation of Direct and Overlapping Debt" attached hereto.

Proposed Issuance of Property Tax Supported Debt. In Fiscal Year 2023, the County does not expect to incur additional property tax supported debt. However, the County reserves the absolute right to issue additional Property Tax Supported Debt, at the times and in the manner permissible under applicable law. In addition to the foregoing transactions, the County may also pursue other financing or refinancing opportunities that: (a) lower costs of borrowing and/or maximize savings in accordance with long term planning objectives and/or (b) provide funding for projects approved by the Board of Commissioners.

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Ratio of General Bonded Debt Outstanding

The following table presents the County's ratio of general obligation debt outstanding, which (a) includes the Outstanding Authorized Library Bonds and (b) excludes Property Tax Supported Debt, for Fiscal Years 2013 through 2022.

Fulton County, Georgia Ratios of General Obligation Debt Outstanding⁽¹⁾ (in thousands)

Fiscal Year	General Obligation bonds	Less debt service funds	Net bonded debt	Assessed value for bond purposes	Percentage of actual taxable value	Net bonded debt per capita (not in thousands)
2013	\$157,373	\$ 9,032	\$148,341	\$49,278,963	0.30%	\$150.71
2014	153,044	13,546	139,498	50,337,606	0.28	140.01
2015	148,548	18,291	130,257	54,588,184	0.24	128.90
2016	143,881	22,729	121,152	55,916,272	0.22	118.39
2017	250,294	22,575	227,719	57,938,549	0.39	218.66
2018	245,227	31,542	213,685	66,900,764	0.32	203.49
2019	239,939	32,939	207,000	73,828,332	0.28	194.56
2020	234,408	35,116	199,292	77,019,540	0.26	184.97
2021	228,618	39,327	189,291	82,490,198	0.23	177.68
2022	222,544	41,671	180,873	89,950,761	0.20	168.31

⁽¹⁾ Details regarding the County's outstanding debt can be found in the notes to the Audited Financial Statements (as defined herein). See "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021" attached hereto.

Source: Fulton County Finance Department.

For additional information regarding the County's use of, and limitations pertaining to, General Obligation Bonds, see "APPENDIX A - MONTHLY CASH FLOW SUMMARIES," "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021," and "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA" attached hereto.

Pension and Other Post-Employment Benefits

The County is required to have actuarial valuations produced for its pension and other post-employment benefits ("OPEB") liabilities. Actuarial valuations are "forward-looking" information that reflect the judgment of the fiduciaries of the pension plans and are based upon a variety of assumptions, one or more of which may prove to be inaccurate or may change in the future, and will change with the future experience of the pension plans. Further, this summary of the County's pension and OPEB information is designed to provide an overview of such matters, and is qualified in its entirety, to the pension plan documents, the pension plan and OPEB actuarial valuations and the Audited Financial Statements. Certain of the data in the following summary has been compiled from preliminary actuarial valuation and other reports, which remain subject

to final review and approval by the applicable plan fiduciaries, actuaries and auditors, as the case may be, and therefore remain subject to change.

Other than membership data, the financial information included in the following summary is presented in thousands of dollars unless noted otherwise.

County Pension Plan. The County maintains for eligible employees the Fulton County Employees Retirement System Pension Plan (the "County Pension Plan"), a single-employer defined benefit retirement plan. The County Pension Plan was created effective September 1, 1991, as successor to four separate County-maintained pension plans, for all eligible employees of the County. Prior to the establishment of the County Pension Plan, the employees of the County were participants in one of two predecessor plans, the General Employees' Pension Plan or the Employees' Pension Plan. Employees who did not elect to participate in the County Pension Plan will continue to be eligible for the same benefits of the prior plan in which they participated; however, participation was made a condition of employment for new employees as of September 1, 1991.

The County Pension Plan is administered by an eleven-member board of trustees which includes two members of the Board of Commissioners, the County Manager, the Chief Financial Officer, a representative citizen of the County, a designee of the Commission's Chairman, a Peace Officer, two retirees of the County and two active employees.

On June 16, 1998, the County adopted a 401(A) defined contribution plan. All active participants in the Fulton County Employees' Retirement System have the annual option to remain in their current defined benefit plan or elect to participate in the new defined contribution plan. Employees hired on or after July 1, 1999 participate in the Fulton County Defined Contribution Plan.

The funding method and determination of benefits payable are provided in or authorized by various acts of the Georgia Legislature and statutes enacted by the County under home rule powers granted by the State. The County Pension Plan generally provides that funds to provide retirement benefits are to be accumulated from employee and County contributions and income from the investment of accumulated funds. Should the accumulated funds be insufficient to meet and pay the benefits when due, the County shall be required to make up any deficiency.

The County Pension Plan provides monthly retirement benefits that represent 2.25% of the participants' monthly earnings (the average of the highest three 12-month period of employment) for the first five years of credible service and then 2.5% thereafter. The County Pension Plan awards cost-of-living increases annually, up to a 3% maximum. Benefits also may be payable at termination, death, or disability.

The County's contribution to the County Pension Plan is the actuarially determined amount necessary to fund benefits, less employee contributions. The actuarially determined contribution amount is the sum of the annual normal cost and the amortization of the unfunded actuarial accrued liability over the years remaining in the allowable funding period. The actuarial cost method used for funding purposes is the entry age normal cost method. This is one of the approved methods for such plans in the State and provides for contributions based on a level percentage of future

payroll. The unfunded actuarial accrued liability is amortized on a closed basis over a period established by State guidelines.

The required contribution percentages developed in the most recent actuarial valuations for the County Pension Plan, and the actual contributions, but not including contributions of \$268 to the Supplemental Plan described in this note made for 2021 are as follows (in thousands of dollars):

	<u>2021</u>
Total required employer contributions:	
Dollar amount	\$62,358
Percent of covered payroll	776.18%
Actual employer contributions:	
Dollar amount	\$71,686
Percent of covered payroll	892.28%

Employee contribution rates are established in accordance with pension law. During 2021 actual countywide employee contributions were \$600 which represented 7.47% of covered payroll. Employee contributions exceeded those set forth in pension law due to back-due contributions required of employees covered by certain of the County's prior separate plans, who under older pension laws, have the ability to increase their retirement benefits by making such back-due contributions.

Membership. Current membership in the County Pension Plan and current year payrolls for 2021 are as follows:

Members:	
Retired and receiving benefits	3,145
Terminated with vested benefits	17
Active employees:	
Vested	117
Total members	<u>3,279</u>
Total current year payroll for employees covered by the Plan (in thousands)	<u>\$8,034</u>

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the County Pension Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the County Pension Plan are based on employee compensation. The accumulated plan benefits for active employees are based on their average compensation and credited service ending on the date as of which the benefit information is presented (the valuation date). Benefits payable under all circumstances - retirement, death, disability, and termination of employment - are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

The actuarial present value of accumulated plan benefits is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of

money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. An actuarial valuation of the County Pension Plan is performed annually each January 1, and an update is performed to determine the Actuarial Value of Assets and Actuarial Accrued Liability.

Effective as of the January 1, 2022 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 7.00% to 6.90%. These changes affected the actuarial liability by \$17.5 million. There were no changes in plan provisions from the last valuation date.

The Fulton County Employees' Retirement System's total and net pension liability for the years ended December 31, 2021 and 2020 are as follows:

Fiscal Year Ended	Total Pension Liability	Fiduciary Net Position	Net Pension Liability	Fiduciary Net Position as a Percentage of Total Pension Liability
December 31, 2021	\$1,893,046	\$1,664,070	\$228,976	87.90%
December 31, 2020	1,881,914	1,548,336	333,578	82.27

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the net pension liability of the County, calculated using the discount rate of 6.90%, and the Fulton County Employees' Retirement System's net pension liability would be if it were calculated using a discount rate this is one-percentage-point lower (5.90%) or one-percentage-point higher (7.90%) than the current rate.

	1% Decrease (5.90%)	Current Discount (6.90%)	1% Increase (7.90%)
Fulton County Employees' Retirement System's net pension liability	\$420,858	\$228,976	\$66,430

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the County contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the County Pension Plan's fiduciary net position was projected to be available to make all projected benefit payments of current members of the County Pension Plan's. Therefore, the long-term expected rate of return on the pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

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Changes in Total and Net Pension Liability, and Plan Fiduciary Net Position are shown below:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at December 31, 2020	<u>\$1,881,914</u>	<u>\$1,548,336</u>	<u>\$333,578</u>
Changes for the year:			
Service cost	1,895	-	1,895
Interest	126,615	-	126,615
Benefit changes			
Difference between expected and actual experience	15,210	-	15,210
Change of assumptions	17,469	-	17,469
Contributions - employer	-	71,686	(71,686)
Contributions - employee	-	600	(600)
Net investment income	-	194,154	(194,154)
Benefit payments, including refunds of employee contributions	(150,057)	(150,057)	-
Administrative expense	-	(649)	649
Net changes	<u>11,132</u>	<u>115,734</u>	<u>(104,602)</u>
Balances at December 31, 2021	<u><u>\$1,893,046</u></u>	<u><u>\$1,664,070</u></u>	<u><u>\$228,976</u></u>

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Methods and assumptions used in the calculations of actuarially determined contributions. The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2022.
Actuarial cost method	Entry Age Normal.
Amortization method	Level Dollar, closed period.
Remaining amortization period	12-year average remaining, depending on which bases.
Asset valuation method	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.
Investment rate of return	7.00% (1/1/21 valuation). The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the Fulton County Employees' Retirement System's target asset allocation.
Inflation rate	2.0%.
Projected salary increases	2.0%-6.0% depending on age, and if Public Safety employee.
Mortality Rates-Pre-Retirement	RP-2006 Blue Collar Mortality Table, projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Healthy Annuitants	RP-2006 Blue Collar Healthy Annuitant Mortality Table, set forward two years for males and one year for females, and projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Disabled Annuitants	RP-2006 Disabled Retiree Mortality Table, set forward four years for males and unadjusted for females, and projected generationally from 2006 using Scale MP-2016.

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The following presents target allocations and long term expected rates of return for the Plan. The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2021 as shown below.

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return⁽¹⁾
U.S. Large Cap Equity	32%	3.80%
U.S. Small/Mid Cap Equity	14	4.00
International Equity	13	3.80
Emerging Market Equity	5	6.10
International Small Cap Equity	5	4.10
Bank Loans	5	3.00
Domestic Fixed Income	17	0.70
Global Fixed Income	5	-0.60
Asset Allocation (60/40 EQ/FI Tft)	5	2.90
	100%	

⁽¹⁾ Expected real rate of return is net of inflation.

Pension Expense and Deferred Outflows of Resources Related to Pensions. The County recognized pension expense of \$(16,415) for the year ended December 31, 2021. The following table provides a summary of the deferred inflows and outflows related to pensions as of December 31, 2021 (the measurement date).

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on plan investments	\$-	\$172,828
Total	\$-	\$172,828

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Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31	Deferred Outflows of Resources (a)	Deferred Inflows of Resources (b)	Amount recognized in Pension Expenses as an Increase or (Decrease) to Pension Expense (a) - (b)
2022	\$-	(\$ 40,520)	\$ 40,520
2023	-	(76,382)	76,382
2024	-	(38,223)	38,223
2025	-	(17,703)	17,703
Thereafter	-	-	-
Total	\$-	(\$172,828)	\$172,828

Note: In accordance with Paragraph 71 of GASB Statement 68, the difference between projected and actual earnings on investments is recognized over a closed five-year period. Assumption changes and the difference between expected and actual total pension liability experience are each recognized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the pension plan (active employees and inactive employees), determined as of the beginning of the measurement period. For 2021, the period is one year, and therefore those changes are recognized immediately.

Fulton County Employees' Retirement System Supplemental Plan.

On January 1, 2000, the Fulton County Employees' Retirement System Supplemental Plan (the "County Supplemental Plan") was created to pay benefits in excess of the limitations required for compliance with federal tax laws. The accrued liability estimate for the County Supplemental Plan is approximately \$1.3 million as of January 1, 2021 biannual actuarial valuation date. Plan assets total \$0.8 million, and the unfunded balance is \$0.5 million which is being amortized on a two-year level dollar method. Participant information, actuarial funding methods, and other assumptions are the same as the Fulton County Employees' Retirement System. This liability does not appear on the actuarial information presented for the County Supplemental Plan.

Complete financial statements for the Plan can be obtained at the following address:

Fulton County
Suite 7001, 141 Pryor Street, N.W.
Atlanta, Georgia 30303

Defined Contribution Plan. The Fulton County Defined Contribution Pension Plan (the "Defined Contribution Plan") was established in June 1999 to provide retirement benefits for new employees, appointees and other County officials, as the defined benefit plan was closed. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the Defined Contribution Plan. At December 31, 2021, the Defined Contribution Plan had 5,769 total participants of which 3,000 actively employed participants contributed 6% of their pensionable earnings, approximately \$14,899 during Fiscal Year 2021. The County also contributed \$19,861 which was 8% of their pensionable earnings throughout the year. The County also contributed an additional \$1,634 in matched funds into the Defined Contribution Plan for those Participants

electing to participate in the Deferred Compensation Plan (as defined herein). Participants fully vest the matched contributions over a five-year period.

Deferred Compensation Plan. The County has adopted a deferred compensation plan (the "Deferred Compensation Plan") in accordance with the 2001 revisions of Section 457 of the Internal Revenue Code. The Deferred Compensation Plan, available to all County employees, allows an employee to voluntarily defer a certain percentage of gross compensation, not to exceed \$19.5 for those less than 50 years of age, and an additional \$6.5 for all others above 50 years of age. The Deferred Compensation Plan assets are held in custodial accounts for the exclusive benefit of the Deferred Compensation Plan participants and their beneficiaries and, therefore, the Deferred Compensation Plan assets and liabilities are not recorded on the County's financial statements. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the Deferred Compensation Plan.

Hospital Authority Pension Plan. The Hospital Authority has a single-employer trustee noncontributory defined benefit pension plan, known as The Fulton-DeKalb Hospital Authority Employees Retirement Plan (the "Hospital Authority Plan"). Effective May 19, 2008, the Hospital Authority Plan was frozen. All employees participating in the Hospital Authority Plan prior to May 19, 2008, remain participants and are eligible for pension benefits in accordance with the Hospital Authority Plan's design and rules. Participating employees who completed three years of full-time continuous services as of December 31, 2007, were considered fully vested as of May 19, 2008. Although frozen, the Hospital Authority expects to continue the Plan indefinitely; however, it has the right under the Hospital Authority Plan to terminate the Hospital Authority Plan. In the event of termination of the Hospital Authority Plan, amounts shall be set aside for payment to participants or their beneficiaries in the following orders: (a) an amount for active and retired Participants, vested terminated Participants or their beneficiaries; (b) an amount for each Participant qualified for early retirement under the provisions of the Hospital Authority Plan; and (c) for all remaining Participants. Detailed information about the pension plan's fiduciary net position is available in a separate publicly available financial report which may be obtained by writing to Grady Health System, Administrative Offices, Chief Financial Officer, 80 Jesse Hill Jr. Drive, S.E. Atlanta, Georgia 30303. The Grady Memorial Hospital Corporation ("GMHC"), which is a component unit of the Hospital Authority, sponsors a defined contribution saving plan, which covers substantially all of its employees. Total matching contributions made and accrued under the savings plan totaled approximately \$12 million for the year ended December 31, 2021. Beginning January 1, 2009, the deferred retirement savings program changed from the previous 403(b) plan sponsored by the Hospital Authority to a 401(k) Plan sponsored by GMHC. GMHC matches employee contributions dollar for dollar up to 4% of eligible employees' base compensation after completion of one year of eligible service. Employees are immediately fully vested in matching contributions.

Other Post-Employment Benefits. The County, through the Board of Commissioners' action, provides single employer health care and life insurance benefits for retired employees through an independent third-party administrator, in which all of the County's employees may become eligible for these benefits if they reach normal retirement age while working for the County. The County contributes 75-90% of the premium cost for health care coverage, based upon the plan chosen by the participant and what required employee match existed at separation date. The County also contributes 100% of the premium cost for \$10 of life insurance coverage for those

employees retiring after December 1, 1988. The County pays 75% of the life insurance premiums for those persons who retired prior to December 1, 1988. The total cost to provide retiree health care and life insurance benefits, in the Health Insurance Stabilization fund, an internal service fund, is recognized as paid; such costs approximated \$50,640 in 2021, \$41,025 in 2020 and \$47,892 in 2019. The unusual drop in claims in 2020 is estimated to be attributable to the effect of COVID-19. The County contributions to this liability is funded by the above Health Insurance Stabilization fund, which in turn is funded by premiums charged to primarily the County's General Fund as well as other funds consisting of payroll costs.

In accordance with GASB Statement No. 74 and 75, *Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans*, as well as GASB, the County's annual other postemployment benefit ("OPEB") cost is calculated based on the actuarially determined employer contribution of the employer ("ADEC") which is required to be actuarially determined biannually.

The Actuarially Determined Employer Contribution and Total OPEB Obligation amounts were determined under the Entry age normal, lever percentage of pay method. As of the December 31, 2020 valuation date, (the latest available) the number of retirees with current health care coverage was 3,306. Approximately 4,134 active employees are covered in this plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of future events. Examples include assumptions of future employment, mortality, and health care cost trends. Amounts determined regarding annual required contributions are subject to revision as results are compared with past expectations and new estimates are made about future trends. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the County and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the County and plan member to that point. There are no legal or contractual funding limitations that would potentially affect the projection of benefits for financial accounting purposes. The actuarial methods and assumptions used include techniques designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

The County made no contribution to the irrevocable trust fund in 2021, but has \$8.6 million dedicated to pay for future OPEB claims against the Total OPEB Liability of \$1,718,725 as of December 31, 2021.

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Summary of Key Valuation Result: Total OPEB Liability (TOL) represents the value of all future benefit payments for current retirees and active employees taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions.

	<u>12/31/2021</u>	<u>12/31/2020</u>
Net OPEB Liability	\$1,710,105	\$1,675,472
Annual OPEB expense	180,776	180,776
Service cost of beginning of year	32,073	32,073
Total Covered Payroll	223,191	223,191

OPEB Plan Provisions and Eligibility. Eligibility for medical, vision, dental and life insurance benefits depends, in part, upon the retirement plan in which an employee participates. The conditions below are separated based on the retirement plan participation.

Defined Benefit Pension plan participants: Retirees from active service are eligible to receive above benefits provided they satisfy one of the following:

- (1) Qualify for unreduced retirement when leave employment:
 - *After age 65 with 10 years of service.
 - *After age 60 with at least 15 years of service.
 - *After 10 years of service upon which the sum of age and years of service Equal or exceed 79.
- (2) Leave employment due to disability in line of duty for peace officers.
- (3) Leave employment due to disability after 10 years of service.
- (4) Leave employment after 15 years of service.
- (5) Leave employment due to reduction in workforce after age 55 with 10 years of service.

Defined Contribution Pension plan participants who transferred from the above defined benefit plan prior to 2002 are eligible to receive above benefits provided they satisfy one of the following:

- (1) Leave employment after 15 years of service.
- (2) Leave employment due to reduction in workforce after age 55 with 10 years of service.
- (3) Leave employment as a peace officer after age 55 with 25 years of service.

Defined Contribution Pension plan participants who never participated in the above defined benefit plan are eligible to receive above benefits provided they satisfy one of the following:

- (1) Qualify for unreduced retirement when leave employment:
 - *After age 65 with 10 years of service.
 - *After age 60 with at least 15 years of service.
 - *After 10 years of service upon which the sum of age and years of service Equal or exceed 80.

- (2) Leave employment due to disability in line of duty for peace officers.
- (3) Leave employment due to disability after 10 years of service.

Excluded from eligibility for above benefits are:

- (1) Contract employees.
- (2) Seasonal employees.
- (3) Temporary employees.
- (4) Employees working for Family & Children Services.
- (5) Employees working for Adult Probation.
- (6) Employees working for Fulton County Housing Authority

Sensitivity of the Net OPEB Liability to Changes in the discount rate and healthcare cost trend rates. The following presents the net OPEB liability of the County, calculated using the discount rate of 2.12%, and the Fulton County Employees' Retirement System's net OPEB liability would be if it were calculated using a discount rate 1% lower (1.12%) or 1% higher (3.12%) than the current rate. Also shown are the net OPEB liabilities if the rates of healthcare trends rates were 1% lower and 1% higher than the current healthcare trend rates used for the December 31, 2020 study, the latest available.

	Discount Rates		
	1% Decrease (1.12%)	Current (2.12%)	1% Increase (3.12%)
Net OPEB Liability	\$2,000,432	\$1,675,472	\$1,422,462

	Healthcare Trend Rates		
	1% Decrease	Current	1% Increase
Net OPEB Liability	\$1,405,114	\$1,675,472	\$2,028,214

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the county contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the OPEB plan investments was applied to all periods of projected benefit payments to determine the Total OPEB liability.

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OPEB Expense and Deferred Outflows of Resources Related to OPEB. The County last required study for the year ended December 31, 2020 recognized total OPEB expense of \$180,776 for the year ended December 31, 2020, all within the governmental activities. This amount is being utilized for the estimated 2021 OPEB expense. Included in OPEB expense are recognized amounts related to the deferred outflows and inflows of resources for OPEB's. These deferred outflows consist of \$89,332 comprised of the difference between expected and actual experience, and \$348,060 for changes in assumptions or other inputs, offset by deferred inflows comprise of the difference between expected and actual earnings of \$828. The combined deferred outflows and inflows of \$436,564 are being recognized each year as shown below until fully recognized, approximately four years.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 89,332	-
Change of assumptions or other inputs	348,060	-
Net difference between projected and actual earnings on plan investments	-	\$828
Total	<u>\$437,392</u>	<u>\$828</u>

Year Ended December 31	Deferred Outflows of Resources (a)	Deferred Inflows of Resources (b)	Amount recognized in OPEB Expenses as an Increase or (Decrease) to OPEB Expense (a) - (b)
2022	\$108,781	\$207	\$108,574
2023	108,781	207	108,574
2024	108,694	207	108,487
2025	109,017	207	108,810
2026	2,119	-	2,119
Thereafter	-	-	-
Total	<u>\$437,392</u>	<u>\$828</u>	<u>\$436,564</u>

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Changes in Total and Net OPEB Liability, and Plan Fiduciary Net Position are shown below:

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances at December 31, 2020	\$1,682,594	\$7,122	\$1,675,472
Changes for the year:			
Service cost	32,073	-	32,073
Interest	40,500	-	40,500
Difference between expected and actual			
Experience	-	-	-
Change of Assumptions	-	-	-
Contributions - employer	-	-	-
Contributions - employee	-	-	-
Net investment income	-	1,498	(1,498)
Benefit payments	(36,442)	-	(36,442)
Administrative expense	-	-	-
Net changes	\$ 36,131	\$1,498	\$ 34,633
Balances at December 31, 2021	\$1,718,725	\$8,620	\$1,710,105

The Plan Fiduciary Net Position of \$8,620 above is 0.49% of the Total OPEB Liability as of December 31, 2021.

The County's annual OPEB cost and Net OPEB Liability and changes in the Net OPEB Liability for the year ended December 31, 2021 are presented below:

Change in Net OPEB Liability	2021
Service Cost	\$ 32,073
Interest expense	40,500
Difference between expected and actual experiences	-
Change in assumption	-
Benefit payments	(36,442)
Investment income - OPEB trust fund	(1,498)
Change in net OPEB liability	34,633
Net OPEB liability - January 1	1,675,472
Net OPEB liability - December 31	\$1,710,105

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Methods and assumptions used in the calculations of actuarially determined contributions for the Total OPEB liability. The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	December 31, 2020, the latest available.
Actuarial Cost Method	Entry age normal.
Actuarial Value of Assets	Market Value. Rates used Age 40-60 used 2%. Age 40-(0.07% except Public Safety 0.18%). Age 45-(0.12% except Public Safety 0.29%). Age 50-(0.20% except Public Safety 0.48%). Age 55-(0.34% except Public Safety 0.81%). Age 60-(0.54% except Public Safety 1.30%).
Termination Rates before retirement due to disability	
Investment rate of return	6.00%.
Discount Rate	2.12%.
Healthcare cost trend rate	7.00% in 2021 to 4.5% in 2031 and later, depending on health plan option. Administrative expense estimated at 3% starting at 2024.
Projected salary increases	4.00%.
Mortality Rates-Pre-Retirement	RP-2014 Blue Collar Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, and projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Healthy Annuitants	RP-2014 Blue Collar Healthy Annuitant Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, set forward two years for males and one year for females, and projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Disabled Annuitants	RP-2014 Disabled Retiree Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, set forward four years for males and unadjusted for females, and projected generationally from 2006 using Scale MP-2016.
Retirement	Non-Public Safety - 26.5% at first eligibility through age 69, then 100% at age 70; Public Safety - 50% at first eligibility, 40% plus one to two years, 20% to age 64, then 100% after age 65.
Participation	90% for retiree medical and vision; 100% for life insurance.
Administrative expenses	\$115/year per covered individual, assumed to increase at 3% per year.

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Required Supplementary Information (in thousands) - Schedule of Contributions from the Employer and Other Contributing Entities.

**Schedule of Contributions from the Employer and Other Contributing Entities
Contributions in Relation to
The Actuarially Determined Employer Contribution**

Year Ended	Actuarially Determined Employer Contribution	County Employer Contribution	DFACS Employer Contribution	Total Employer Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
December 31, 2012	\$51,199	\$45,878	\$ 58	\$45,936	\$5,263	\$42,622	107.78%
December 31, 2013	52,882	56,126	118	56,244	(3,362)	36,258	155.12
December 31, 2014	55,255	57,441	88	57,529	(2,274)	32,828	175.24
December 31, 2015	48,586	47,203	27	47,230	1,356	27,820	169.77
December 31, 2016	50,493	45,953	24	45,977	4,516	23,391	196.56
December 31, 2017	52,988	57,213	15	57,228	(4,240)	20,374	280.89
December 31, 2018	59,746	59,199	4	59,203	543	14,845	398.80
December 31, 2019	64,773	64,777	-	64,777	(4)	12,956	499.99
December 31, 2020	66,233	68,578	-	68,578	(2,345)	9,865	695.19
December 31, 2021	62,358	71,686	-	71,686	(9,328)	8,034	892.28

Required Supplementary Information (in thousands) - Schedule of Employer's Net Pension Liability.

Schedule of Employer's Net Pension Liability

Year Ended	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	Plan Fiduciary Net Position as a percentage of the Total Pension liability	Covered Payroll	Net pension liability as a percentage of covered payroll
December 31, 2014	\$1,654,412	\$1,306,027	\$348,385	78.94%	\$32,828	1,061.24%
December 31, 2015	1,677,001	1,217,955	459,046	72.63	27,820	1,650.06
December 31, 2016	1,706,579	1,211,837	494,742	71.01	23,391	2,115.09
December 31, 2017	1,833,170	1,382,953	450,217	75.44	20,374	2,209.76
December 31, 2018	1,852,863	1,223,532	629,331	66.03	14,845	4,239.26
December 31, 2019	1,865,254	1,423,026	442,228	76.29	12,956	3,413.37
December 31, 2020	1,881,914	1,548,336	333,578	82.27	9,865	3,381.55
December 31, 2021	1,893,046	1,664,070	228,976	87.90	8,034	2,850.08

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Required Supplementary Information (in thousands) - Schedule of Pension Investment Returns.

Schedule of Pension Investment Returns

Year Ended	Annual money-weighted rate of return, net of investment expense
December 31, 2012	12.13%
December 31, 2013	21.76
December 31, 2014	5.05
December 31, 2015	(0.88)
December 31, 2016	6.40
December 31, 2017	20.91
December 31, 2018	(6.00)
December 31, 2019	23.36
December 31, 2020	14.56
December 31, 2021	12.87

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Required Supplementary Information (in thousands) - Schedule of Changes in Net Pension Liability Last Ten Fiscal Years.

**Schedule of Changes in Net Position Liability Last Five Fiscal Years
(in thousands)**

	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service cost	\$ 1,895	\$ 2,434	\$ 2,700	\$ 3,768	\$ 2,348	\$ 3,283	\$ 3,678	\$ 4,291
Interest	126,615	128,358	129,377	129,929	123,205	122,576	122,562	120,935
Change of benefit terms	-	-	-	-	-	-	-	-
Differences between expected and actual experience	15,210	4,636	4,854	6,717	20,982	16,293	6,262	21,902
Change of assumptions	17,469	26,158	17,554	17,675	112,435	15,734	15,489	15,352
Benefit payments, including refunds	(150,057)	(144,926)	(142,094)	(138,396)	(132,378)	(128,309)	(125,402)	(117,044)
Net change in total pension liability	11,132	16,660	12,391	19,693	126,592	29,577	22,589	45,436
Total pension liability - beginning	\$1,881,914	\$1,865,254	\$1,852,863	\$1,833,170	\$1,706,578	\$1,677,001	\$1,654,412	\$1,608,976
Total pension liability - ending (a)	\$1,893,046	\$1,881,914	\$1,865,254	\$1,852,863	\$1,833,170	\$1,706,578	\$1,677,001	\$1,654,412
Plan fiduciary net position								
Contributions - employer	\$ 71,686	\$ 68,578	\$ 64,777	\$ 59,203	\$ 57,228	\$ 45,977	\$ 47,230	\$ 57,529
Contributions - employee	600	778	859	1,110	1,358	1,633	1,868	2,129
Net investment income	194,154	201,615	276,707	(80,562)	245,564	75,369	(11,187)	64,143
Benefit payments, including refunds	(150,057)	(144,926)	(142,094)	(138,396)	(132,378)	(128,309)	(125,402)	(117,044)
Administrative expense	(649)	(735)	(755)	(776)	(656)	(788)	(581)	(705)
Net change in plan fiduciary net position	\$ 115,734	\$ 125,310	\$ 199,494	\$ 159,421	\$ 171,116	\$ 6,118	\$ 88,072	\$ 6,052
Plan fiduciary net position - beginning	\$1,548,336	\$1,423,026	\$1,223,532	\$1,382,953	\$1,211,837	\$1,217,955	\$1,306,027	\$1,299,975
Plan fiduciary net position - ending (b)	\$1,664,070	\$1,548,336	\$1,423,026	\$1,223,532	\$1,382,953	\$1,211,837	\$1,217,955	\$1,306,027
Net pension liability - ending (a) - (b)	\$ 228,976	\$ 333,578	\$ 442,228	\$ 629,331	\$ 450,217	\$ 494,741	\$ 459,046	\$ 348,385
Plan fiduciary net position as a percentage of the Total pension liability	87.90%	82.27%	76.29%	66.03%	75.44%	71.01%	72.63%	78.94%
Covered payroll	\$8,034	\$9,865	\$12,956	\$14,845	\$20,374	\$23,391	\$27,820	\$32,828
Net pension liability as a percentage of covered payroll	2850.08%	3381.55%	3413.37%	4239.26%	2209.76%	2115.09%	1650.06%	1061.24%

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as information becomes available. See accompanying notes to required supplementary information and accompanying independent auditors report. No benefit changes have been made since GASB 67/68 implementation. Assumption changes as of the 1/1/22 Valuation: The Board approved changes to reduce the net investment return from 7.00% to 6.90% as of December 31, 2021.

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Required Supplementary Information (in thousands) - Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years. The following table presents the Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years.

**Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years
(in thousands)**

	2021	2020	2019	2018
Total OPEB liability				
Service Cost	\$ 32,073	\$ 32,073	\$ 31,887	\$ 30,661
Interest	40,500	40,501	38,229	36,754
Change of benefit terms	-	-	-	-
Differences between expected and actual experience	-	128,147	-	5,236
Change of assumptions	-	522,046	-	-
Benefit payments	(36,442)	(40,796)	(40,796)	(34,883)
Net change in total pension liability	36,131	681,971	29,320	37,768
Total OPEB liability - beginning	\$1,682,594	\$1,000,623	\$ 971,303	\$933,535
Total OPEB liability - ending	\$1,718,725	\$1,682,594	\$1,000,623	\$971,303
Plan fiduciary net position				
Contributions - employer	-	-	-	-
Contributions - employee	-	-	-	-
Net investment income	\$ 1,498	\$ 950	\$ 1,236	(\$ 226)
Benefit payments	-	-	-	-
Administrative expense	-	-	-	-
Net change in plan fiduciary net position	\$ 1,498	\$ 950	\$ 1,236	(\$ 226)
Plan fiduciary net position - beginning	\$ 7,122	\$ 6,172	\$ 4,936	\$ 5,162
Plan fiduciary net position - ending	\$ 8,620	\$ 7,122	\$ 6,172	\$ 4,936
Net OPEB liability - ending	\$1,710,105	\$1,675,472	\$ 994,451	\$966,367
Plan fiduciary net position as a percentage of the				
Total OPEB liability	0.49%	0.42%	0.62%	0.51%
Covered payroll	\$ 223,191	\$223,191	\$ 271,171	\$260,742
Net OPEB liability as a percentage of covered payroll	766.21%	750.69%	366.72%	370.62%

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as information becomes available. See accompanying notes to required supplementary information and accompanying independent auditors report.

Notes to Required Supplementary Information (in thousands) - Schedule of Changes in the Net Pension Liability. The total pension liability contained in this schedule was provided by the Plan's actuary, Segal Consulting. The net pension liability is measured as the total pension liability less the amount of the fiduciary net position of the Plan.

Notes to Required Supplementary Information (in thousands) - Schedule of Contributions from the Employer and Other Contributing Entities. The required contributions and percentage of those contributions actually made are presented in the schedule.

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Notes to Required Supplementary Information (in thousands) - Actuarial Methods and Assumptions.

Changes of assumptions-Pension: Effective as of the January 1, 2022 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 7.00% to 6.90%, which affected the actuarial liability by \$17.5 million.

Methods and assumptions used in the calculations of actuarially determined contributions: The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2022.
Actuarial cost method	Entry Age Normal.
Amortization method	Level Dollar, closed period.
Remaining amortization period	12 year average remaining.
Asset valuation method	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.
Inflation rate	2.0%.
Projected salary increases	2.0-6.0%, depending on age, and if Public Safety employee. 6.90%. The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the Fulton County Employees' Retirement System's target asset allocation.
Investment rate of return	RP-2006 Blue Collar Mortality Table, projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Pre-retirement	RP-2006 Blue Collar Healthy Annuitant Mortality Table, set forward two years for males and one year for females, and projected
Mortality Rates-Healthy Annuitants	

	generationally from 2006 using Scale MP-2016.
Mortality Rates-Disabled Annuitants	RP-2006 Disabled Retiree Mortality Table, set forward four years for males and unadjusted for females, projected generationally using Scale MP-2016.

Changes of assumptions-OPEB: Assumption changes for the December 31, 2020 measurement date are summarized below, and no amendments made for Fiscal Year 2021:

- The effective discount rate from the 20-year Bond GO Index for December 31, 2020 was 2.21%. For the December 31, 2019 measurement date, the discount rate used was 4.00%.
- Healthcare cost and trend assumptions were updated to reflect most recent experience and projections.
- The following assumption changes were taken from the latest pension valuation. These assumptions were based on an actuarial experience study for the period December 31, 2011 to December 31, 2016 approved by the Pension Board in 2017.
- Retirement rates were changed from an age-based table to an age and service-based association. Also different tables were applied to public safety vs non-public safety workers.
- Turnover rates were changed to mimic the pension valuation having different tables applied to public safety vs non-public safety workers.
- Disability rates were changed to mimic the pension valuation having different factors applied to public safety vs non-public safety workers.

PROPERTY TAXES

Property Tax Digest

The County is primarily dependent on property tax, in addition to sales tax collections, for over three fourths of its total revenues, followed by license and fee revenues and grants. See "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES" herein.

The County endeavors to reappraise a portion of the real property located in the County annually so that all real property is reappraised every three years. A taxpayer may appeal the reappraised value of his property. Georgia law requires the Fulton County Tax Commissioner (the "Tax Commissioner") to issue temporary tax bills to taxpayers in appeal equal to the higher of the taxpayer's return of value or 85% of the current year's valuation as set by the Fulton County Board of Assessors (the "Board of Assessors"). A taxpayer with property in appeal may elect to be billed 100% of the valuation pending the appeal hearing. In addition, taxes in appeal are not considered delinquent if the taxpayer pays the County the amount of taxes which would be due based on the assessed valuation for the prior year or based on the portion of the undisputed assessed valuation.

The assessment of real property in the County, overseen by the Board of Assessors, continues to generate significant appeals although the number of appeals is either resolved at the

Board of Assessor level, or if not, is forwarded to a Board of Equalization for final determination. No significant detrimental effect to General Fund revenues has been experienced due to tax appeals for Fiscal Year 2023.

All taxes levied on real and personal property in the County, together with interest thereon and penalties for late payment, constitute a lien on and against the subject property arising after January 1 in the year in which taxed. Georgia law provides that taxes have priority over any other debt, lien, or claim of any kind. Exceptions to this rule can be found but they are limited in scope.

Collection of delinquent real property taxes is enforceable by tax sale of such realty. Delinquent personal property taxes are similarly enforceable by seizure and sale of such property. There can be no assurance, however, that the value of the property sold, in the event of a tax sale, will be sufficient to produce the amount required to pay in full the delinquent taxes, including any interest or penalty thereon.

When the last day for the payment of taxes arrives, the tax collector notifies the taxpayer in writing that taxes have not been paid and that unless paid, an execution will be issued. At any time after 30 days from giving the notice previously described, upon the request of the County, the Tax Commissioner, as ex-officio sheriff, issues an execution for nonpayment of the taxes. No notice is required for delinquent taxes on personal property, and executions may be issued on the first day following the last day for payment of taxes. All delinquent accounts are placed on the general execution docket in the Superior Court of Fulton County. The Tax Commissioner then publishes a notice of the sale in a local newspaper weekly for four weeks and gives the taxpayer 10 days' written notice by registered or certified mail. A public sale of the property is then made by the Tax Commissioner at the Fulton County Courthouse on the first Tuesday of the month after the required notices are given.

For additional information relating to the County's collection of property taxes, see "APPENDIX C - CERTAIN STATISTICAL AND FINANCIAL INFORMATION RELATING TO FULTON COUNTY, GEORGIA - PROPERTY AND OTHER TAXES" attached hereto.

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Historical Assessed Value of Taxable Property

The following table presents the County's Historical Assessed Value of Taxable Property for Fiscal Years 2013 through 2022.

Fulton County, Georgia Historical Assessed Value of Taxable Property⁽¹⁾ Last Ten Fiscal Years (in thousands)

Fiscal Year	Real Property	Public Utilities	Personal and Business Property	Total Assessed Value	Total Direct Tax Rate	Assessed Value as a Percentage of Actual Value	Estimated Actual Value
2013	\$42,813,235	\$1,055,835	\$8,126,964	\$51,996,034	10.48	40%	\$129,990,085
2014	44,423,387	1,063,189	7,721,837	53,208,413	12.05	40	133,021,033
2015	49,532,798	1,137,292	7,190,827	57,860,917	10.75	40	144,652,293
2016	50,666,238	1,129,634	7,406,453	59,202,325	10.70	40	148,005,813
2017	52,989,392	1,099,925	7,258,374	61,347,691	10.63	40	153,369,228
2018	62,198,013	1,083,247	7,330,223	70,611,483	10.43	40	176,528,708
2019	69,018,610	1,259,277	7,879,300	78,157,187	10.12	40	195,392,968
2020	72,024,564	1,288,949	7,953,764	81,267,277	10.00	40	203,138,193
2021	77,657,763	1,366,452	8,181,903	87,206,118	9.54	40	218,015,296
2022	85,427,255	1,316,103	8,789,869	95,533,227	9.07	40	238,833,068

⁽¹⁾ The above assessed values may be reduced somewhat due to the following exemptions: (1) A special full value homestead exemption is allowed on owner-occupied residences of persons who are age 70 or over who meet certain income requirements. This exemption applies only to Fulton County taxes. State and school taxes are not exempt; (2) A regular homestead exemption is allowed on all owner-occupied homes, except for purposes of school and bond tax levies; (3) An exemption is allowed on qualifying real property devoted to agricultural or historic purposes; (4) A 100% Freeport exemption exists on applicable business inventories; (5) Assessed values are established by the Fulton County Board of Assessors on January 1 of each year; (6) An exemption is allowed for property used in or which is a part of any facility for the primary purpose of eliminating or reducing air or water pollution if the facilities have been certified by the Georgia Department of Natural Resources.

Source: Fulton County Tax Commissioner and Georgia Department of Revenue.

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Property Tax Rates

The following table presents the County's Property Tax Rates for Fiscal Years 2013 through 2022.

**Fulton County, Georgia
Property Tax Rates⁽¹⁾
Last Ten Fiscal Years
(Rate per \$1,000 Assessed Value)**

Fiscal Year	County Bonds and Operating	Fulton Industrial Tax District	South Fulton Special Tax District	County Schools	State	Total
2013	10.48	-	12.47	18.50	0.15	41.60
2014	12.05	-	12.47	18.50	0.10	43.12
2015	10.75	-	11.58	18.50	0.05	40.88
2016	10.70	-	11.58	18.48	-	40.76
2017	10.63	12.16	4.43	18.55	-	45.77
2018	10.43	12.15	-	17.80	-	40.38
2019	10.12	11.92	-	17.80	-	39.83
2020	9.99	11.88	-	17.80	-	39.67
2021	9.54	9.55	-	17.59	-	36.68
2022	9.07	9.55	-	17.24	-	35.86

⁽¹⁾ Does not include tax millage rates for municipalities, the Atlanta Independent School District or community improvement districts located wholly or partially within the County. For 2022, such tax millage rates (exclusive of community improvement districts) were as follows: (1) Alpharetta - 5.75, (2) Atlanta - 10.90, (3) Atlanta Independent School District - 20.50, (4) Atlanta Special Services District - 2.00, (5) Chattahoochee Hills - 9.00, (6) College Park - 13.62, (7) Downtown Development District - 5.00, (8) East Point - 13.00, (9) Fairburn - 9.56, (10) Hapeville - 15.73, (11) Johns Creek - 4.38, (12) Milton - 4.92, (13) Mountain Park - 7.08, (14) Palmetto - 8.50, (15) Roswell - 4.46, (16) Sandy Springs - 4.73, (17) Union City - 12.28, and (18) City of South Fulton - 12.90. Millage rates have, in certain cases, been rounded to the nearest 100th of a percent.

Source: Fulton County Tax Commissioner.

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Property Tax Collection Schedule

County taxes are typically due by October 15th of each year; provided, however, in certain years the due date has been delayed as described in the below table. No delays are anticipated at this time for the 2023 Digest or Tax Billings, although circumstances can change throughout the process.

The following table presents the County's General Fund Property Tax Levy and Collections for Fiscal Years 2013 through 2022.

Fulton County, Georgia General Fund Property Tax Levy and Collections⁽¹⁾ Last Ten Fiscal Years (in thousands)

Fiscal Year	Total Tax Levy	Current Tax Collected	Percent of Levy Collected	Delinquent Tax Collected	Total Tax Collected	Total Collections as Percent of Current Levy	Outstanding Delinquent Taxes	Outstanding Delinquent Taxes as Percent of Current Levy
2013	\$379,864	\$364,179	95.9%	\$ 10,748	\$374,927	98.7%	\$15,565	4.1%
2014 ⁽²⁾	458,863	443,945	96.7	22,903	466,848	101.7	13,329	2.9
2015	449,477	437,411	97.3	17,517	454,928	101.2	13,204	2.9
2016 ⁽³⁾	463,919	440,273	94.9	8,744	449,017	96.8	11,555	2.5
2017 ⁽⁴⁾	479,316	320,442	66.9	22,785	343,227	71.6	10,385	2.2
2018 ⁽²⁾	528,319	504,080	95.4	159,945	664,025	125.7	10,176	1.9
2019	554,955	539,521	97.2	44,858	584,379	105.3	8,656	1.6
2020 ⁽³⁾	584,474	557,811	95.4	21,415	579,226	99.1	7,695	1.3
2021 ⁽³⁾	585,983	558,159	95.3	28,474	586,633	100.1	7,835	1.3
2022 ⁽²⁾⁽³⁾	609,481	578,040	94.8	30,336	608,376	99.8	8,862	1.5

⁽¹⁾ Amounts represented for Real Estate & Personal Property Taxes.

⁽²⁾ In Fiscal Years 2014, and 2018, the due date was October 31st, as opposed to a normal due date of October 15th.

⁽³⁾ In Fiscal Years 2016, 2020, 2021, and 2022, the due date was November 15th, as opposed to normal due date of October 15th.

⁽⁴⁾ In Fiscal Year 2017, the due date was January 15th of the subsequent year, as opposed to a normal due date of October 15th.

Source: Fulton County Tax Commissioner.

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Major Taxpayers

The following table presents the County's ten principal taxpayers for Fiscal Year 2022.

Fulton County, Georgia Ten Principal Taxpayers⁽¹⁾

	Assessment	Percentage of Total Assessed Value	Taxes
Ten principal taxpayers of 2022:			
Development Authority of Fulton County	\$ 2,623,905,920	2.75%	\$23,274,046
Georgia Power	634,078,627	0.66	5,624,277
Atlanta Development Authority	505,297,269	0.53	4,481,987
Google Inc.	399,643,119	0.42	3,544,834
Norfolk Southern Railway Company	384,349,230	0.40	3,409,178
Coca Cola Company	217,116,693	0.23	1,925,825
AT&T	233,550,428	0.24	2,071,592
Post Apartment Homes	169,019,821	0.18	1,499,206
Delta Airlines	168,075,213	0.18	1,490,827
Twitter Inc.	164,799,319	0.17	1,461,770
Total ten major taxpayers	\$ 5,499,835,639	5.76%	\$48,783,542
Total County gross assessed value	\$95,533,226,959		

⁽¹⁾ Taxes and assessments based on values at time of presentment.

Source: Fulton County Tax Commissioner.

LITIGATION

The County, like other similar bodies, is subject to a variety of suits and proceedings arising in the ordinary conduct of its affairs. The County, after reviewing the current status of all pending and threatened litigation with the County Attorney, Y. Soo Jo, Esq., believes that, while the outcome of litigation cannot be predicted, the final settlement of all lawsuits which have been filed and of any actions or claims pending or, to the knowledge of the County, threatened against the County or its officials in such capacity are adequately covered by insurance or sovereign immunity or will not have a material adverse effect upon the financial position or results of operations of the County.

There is no litigation now pending or, to the knowledge of the County, threatened against the County which restrains or enjoins the issuance or delivery of the Notes, the execution, delivery or performance of all agreements and certificates relating to the Notes, or the use of the proceeds of the Notes or which questions or contests the validity of the Notes, the Note Resolution, all agreements and certificates relating to the Notes, or the proceedings and authority under which they are to be issued, executed and delivered. Neither the creation, organization, nor existence of the County, nor the title of the present members or other officials of the County to their respective offices, is being currently contested or questioned to the knowledge of the County.

TAX MATTERS

Opinion of Note Counsel – Federal Income Tax Status of Interest

Note Counsel's opinion regarding the federal income tax status of the interest on the Notes will state that, under current law and assuming continuing compliance with the Covenants (as hereinafter defined), interest on the Notes (i) is excludable from gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Code and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. In addition, for taxable years beginning after December 31, 2022, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. See "Proposed Form of Note Counsel's Opinion Letter" in Appendix D hereto.

Note Counsel's opinion speaks as of its date, is based on current legal authority and precedent, covers certain matters not directly addressed by such authority and precedent, and represents Note Counsel's judgment as to the excludability of interest on the Notes for federal income tax purposes. Note Counsel's opinion does not contain or provide any opinion or assurance regarding the future activities of the County or about the effect of future changes in the Code, the applicable regulations, or the interpretation or the enforcement thereof by the Internal Revenue Service (the "IRS") and the courts.

Although Note Counsel is of the opinion that interest on the Notes is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Notes may otherwise affect the federal tax liability of an owner of the Notes. The nature and extent of these other federal tax consequences depend on the owner's particular tax status and levels of other income or deductions. Note Counsel will express no opinion regarding any such other tax consequences and prospective purchasers of the Notes should consult their own tax advisors with respect thereto.

Reliance and Assumptions; Effect of Certain Changes

In delivering its opinion regarding the federal income tax treatment of interest on the Notes, Note Counsel is relying upon certifications of representatives of the County, the purchaser of such Notes, and other persons as to facts material to the opinion, which Note Counsel has not independently verified.

In addition, Note Counsel is assuming continuing compliance with the Covenants by the County. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Notes in order for interest on the Notes to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, restrictions on the use, expenditure and investment of the proceeds of the Notes and the use of the property financed or refinanced by the Notes, limitations on the source of the payment of and the security for the Notes, and the obligation to rebate certain excess earnings on the gross proceeds of the Notes to the United States Treasury. The tax compliance certificate for the Notes to be entered into by the County (the "Tax Certificate")

contains covenants (the "Covenants") with which the County has agreed to comply. Failure by the County to comply with the Covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to their date of issue. If such a failure were to occur, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Notes from becoming includable in gross income for federal income tax purposes.

Note Counsel has no responsibility to monitor compliance with the Covenants after the date of issue of the Notes.

Certain requirements and procedures contained, incorporated or referred to in the Tax Certificate, including the Covenants, may be changed and certain actions may be taken or omitted subject to the terms and conditions set forth in the Tax Certificate. Note Counsel expresses no opinion concerning any effect on the excludability of interest on the Notes from gross income for federal income tax purposes of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than Note Counsel.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the Notes. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner thereof. Prospective purchasers of the Notes, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning or disposing of the Notes.

Prospective purchasers of the Notes should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers including, without limitation, banks and other financial institutions, certain insurance companies, dealers in tax-exempt obligations, certain corporations (including S corporations and foreign corporations), certain foreign corporations subject to the "branch profits tax," individual recipients of Social Security or Railroad Retirement benefits, owners of an interest in a financial securitization trust, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers attempting to qualify for the earned income tax credit.

Original Issue Discount

Notes purchased in the initial public offering with yields higher than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "original issue discount." Each such Note is referred to below as an "OID Note." The excess of (i) the stated amount payable at the maturity (excluding qualified stated interest) of any OID Note over (ii) the issue price of the OID Note as determined under Section 1273 of the Code (which may differ from the price shown on the inside front cover page of this Official Statement) constitutes the amount of original issue discount, which is treated in the same manner as interest on the Notes for federal income tax purposes.

The Code provides that the amount of original issue discount accrues in accordance with a constant interest method based on the compounding of interest. In the case of an original owner of an OID Note, the amount of original issue discount that is treated as having accrued on such OID Note is added to the owner's adjusted basis in determining, for federal income tax purposes, gain or loss upon the disposition of the OID Note (including its sale, redemption or payment at maturity). The amounts received upon such disposition that are attributable to accrued original issue discount will be excludable from the gross income of the owner for federal income tax purposes.

The accrual of original issue discount and its effect on the redemption, sale or other disposition of OID Notes that are not purchased in the initial public offering may be determined according to rules that differ from those described above.

In addition, original issue discount that accrues in each year to an owner of an OID Note is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed in this section. Consequently, the owner of an OID Notes should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although such owner has not received cash attributable to such original issue discount in such year.

Prospective purchasers of OID Notes should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the original issue discount accrued upon sale or redemption of such OID Notes (including OID Notes not purchased in the initial public offering) and with respect to the state and local tax consequences of owning OID Notes.

Original Issue Premium

Notes purchased in the initial public offering with yields lower than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "note premium." Each such Note is referred to below as an "OIP Note." The excess of (i) the owner's basis in the OIP Note immediately after acquisition over (ii) the amount payable at maturity (excluding qualified stated interest) as determined under Section 171 of the Code constitutes the amount of the note premium. Under the Code, the note premium is amortized based on the owner's yield over the remaining term of the OIP Note (or, in the case of certain callable OIP Notes, to an earlier call date that results in a lowest yield on the OIP Note). The owner of an OIP Note must amortize the note premium by offsetting the qualified stated interest allocable to each interest accrual period against the note premium allocable to that period. No deduction is allowed for such amortization of note premium even though the owner is required to decrease the adjusted basis in the owner's OIP Note by the amount of the amortizable note premium, which will result in an increase in the gain (or decrease in the loss) recognized for federal income tax purposes upon a sale or disposition of the OIP Note prior to its maturity.

Prospective purchasers of any OIP Notes should consult their own tax advisors regarding the treatment of note premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition,

ownership, sale, exchange, or other disposition of, and amortization of note premium on, such OIP Notes.

Information Reporting and Backup Withholding

Prospective purchasers should be aware that the interest on the Notes is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the Notes may be subject to backup withholding if the interest is paid to an owner who or which (i) is not an "exempt recipient" and (ii) (A) fails to furnish an accurate U.S. taxpayer identification number in the manner required, (B) has been notified of a failure to report all interest and dividends required to be shown on federal income tax returns or (C) fails to certify under penalty of perjury that the owner is not subject to withholding. Individuals generally are not exempt recipients, although corporations and other entities generally are.

The reporting and backup withholding requirements do not in and of themselves affect the excludability of interest on the Notes from gross income for federal income tax purposes, and amounts withheld under the backup withholding rules may be refunded or credited against the owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

Internal Revenue Service Audits

The IRS has established a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Notes, the IRS will, under its current procedures, treat the County as the taxpayer. As such, the beneficial owners of the Notes will have only limited rights, if any, to participate in the audit or any administrative or judicial review or appeal thereof. Any action of the IRS, including but not limited to the selection of the Notes for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the marketability or market value of the Notes.

Opinion of Note Counsel - Georgia Income Tax Consequences

Note Counsel's opinion also will state that, under current law, interest on the Notes is exempt from income taxation by the State of Georgia. Note Counsel will express no opinion regarding (i) other tax consequences arising with respect to the Notes under the laws of the State of Georgia or (ii) any consequences arising with respect to the Notes under the tax laws of any state or local jurisdiction other than the State of Georgia. Prospective purchasers of the Notes should consult their own tax advisors regarding the tax status of interest on the Notes in a particular state or local jurisdiction other than the State of Georgia.

Changes in Federal and State Tax Law and Regulations

Legislation affecting tax-exempt obligations is regularly considered by the U.S. Congress and various state legislatures. Such legislation may effect changes in federal or state income tax rates and the application of federal or state income tax laws (including the substitution of another type of tax), or may repeal or reduce the benefit of the excludability of interest on the tax-exempt obligations from gross income for federal or state income tax purposes.

The U.S. Department of the Treasury and the IRS and state regulatory authorities are continuously drafting regulations to interpret and apply the provisions of the Code and state law and court proceedings may be filed the outcome of which could modify the federal or state tax treatment of tax-exempt obligations.

There can be no assurance that legislation proposed or enacted after the date of issue of the Notes, regulatory interpretation of the Code or state laws or actions by a court involving either the Notes or other tax-exempt obligations will not have an adverse effect on the Notes' federal or state tax status, marketability or market price or on the economic value of the tax-exempt status of the interest on the Notes.

Prospective purchasers of the Notes should consult their own tax advisors regarding the potential consequences of any such proposed or pending federal or state tax legislation, regulations or litigation, as to which Note Counsel expresses no opinion.

CONTINUING DISCLOSURE

The Notes will have a stated maturity of 18 months or less. As such, the provisions of paragraph (b)(5) of Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), other than paragraph (b)(5)(i)(C) of the Rule, shall not apply to the Notes pursuant to paragraph (d)(3) of the Rule.

In order to assist the Purchaser in complying with paragraph (b)(5)(i)(C) of the Rule, simultaneously with the issuance of the Notes, the County will enter into a continuing disclosure undertaking for the benefit of the holders of the Notes (the "Disclosure Certificate"), substantially in the form attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE." The County, as an "obligated person" under the Rule, will undertake in the Disclosure Certificate to provide notice of the occurrence of certain enumerated events (each a "Listed Event Notice"). Each Listed Event Notice, if applicable will be filed by the County, or on behalf of the County, on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, which the SEC designated as the official repository for municipal securities disclosures. The specific nature and timing of the filing of each Listed Event Notice and other details of the County's undertakings are more fully described in "APPENDIX E - FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto.

The following disclosure is being provided by the County for the sole purpose of assisting the Purchaser in complying with the Rule: The County previously entered into continuing disclosure undertakings (the "Prior Undertakings") as an "obligated person" under the Rule. For the previous five-year period beginning on May 4, 2018 and ending on May 4, 2023 (the "Compliance Period"), the County may have inadvertently failed to: (a) file or timely file certain annual financial information and/or operating data; (b) provide certain required annual financial information and/or operating data in its annual filings; and/or (c) file or timely file certain notices. However, the County does not have any actual knowledge of any specific instances in which it has failed to comply, in all material respects, with the Prior Undertakings during the Compliance Period.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, validity, sale, and delivery of the Notes are subject to the approval of McGuireWoods LLP, Atlanta, Georgia, as Note Counsel. The proposed form of the opinion of Note Counsel, which will be concurrently delivered with the issuance of the Notes is attached hereto as APPENDIX D. The actual legal opinion of Note Counsel to be delivered may vary from the text of APPENDIX D, if necessary, to reflect facts and law on the date of delivery of the Notes. The legal opinion of Note Counsel will speak only as of its date and subsequent distribution thereof by recirculation of this Official Statement or otherwise will not create any implication that Note Counsel has reviewed or expresses any opinions concerning any of the matters referenced in the opinion subsequent to its date.

Certain legal matters will be passed upon for the County by the County Attorney, Y. Soo Jo, Esq. Certain legal matters will be passed upon by Greenberg Traurig, LLP, Atlanta, Georgia, Disclosure Counsel.

FINANCIAL STATEMENTS

The financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements (collectively, the "Audited Financial Statements") were audited by PJC Group, LLC, as independent auditor (the "Auditor"). The Audited Financial Statements and the related Independent Auditor's Report dated December 15, 2022 (the "Auditor's Report") are attached hereto as "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY FOR FISCAL YEAR ENDED DECEMBER 31, 2021." The Auditor has not been engaged to perform, and has not performed, since the date of the Auditor's Report, any procedures on the Audited Financial Statements addressed in the Auditor's Report. In addition, the has not been engaged to perform, and has not performed any procedures relating to this Official Statement.

FINANCIAL ADVISOR

Raymond James & Associates Inc., Atlanta, Georgia, has served as financial advisor (the "Financial Advisor") to the County with respect to the sale of the Notes. The Financial Advisor's fee for services rendered with respect to the sale of the Notes is contingent on the issuance and delivery of the Notes. The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement and the appendixes thereto.

RATINGS

Moody's Investors Service, Inc. ("Moody's"), and S&P Global Ratings ("S&P," and together with Moody's, the "Rating Agencies") have assigned ratings of "MIG 1" and "SP-1+," respectively, to the Notes.

The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or market price of the affected Notes. The County has not undertaken any responsibility to oppose any such revision, suspension or withdrawal.

COMPETITIVE SALE OF THE NOTES

The Notes are being purchased by _____ (the "Purchaser"), as the successful bidder pursuant to a competitive sale of the Notes. The Purchaser has agreed to purchase the Notes, at a price equal to \$_____ (representing the principal amount of the Notes of \$_____, plus/minus net original issue discount/bond premium of \$_____, and less an underwriting discount of \$_____).

The Purchaser's obligation to purchase the Notes is subject to certain conditions precedent set forth in the Official Notice of Sale, dated May 4, 2023, relating to the Notes and the Purchaser's bid form, but the Purchaser will be obligated to purchase all of the Notes, if it purchases any of the Notes. The Notes were initially offered to the public at the prices set forth on the inside front cover page of this Official Statement.

The prices and other terms with respect to the offering and sale of the Notes may be changed from time to time by the Purchaser after such Notes are released for sale, and the Notes may be offered and sold at prices other than the initial offering prices, including sales to dealers whom may sell the Notes into investment accounts.

FORWARD LOOKING STATEMENTS

Any statements made in this Official Statement, including the cover page and the appendices attached hereto, involving estimates, projections, forecasts or matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates, projections, forecasts or matters of opinion will be realized.

Use of the words "shall" or "will" in this Official Statement or in summaries of documents to describe future events or continuing obligations is not intended as a representation that such event or obligation will occur but only that the document contemplates or requires such event to occur or obligation to be fulfilled.

The statements contained in this Official Statement, including the cover page and the appendices attached hereto, that are not purely historical, are "forward looking statements." Such statements generally are identifiable by the terminology used, such as "may," "will," "should," "expect," "project," "forecast," "intend," "plan," "anticipate," "believe," "estimate," "predict," "potential," "budget" or other similar words. Readers should not place undue reliance on forward looking statements. All forward looking statements included or incorporated by reference in this Official Statement are based on information available on the date hereof and the County assumes no obligation to update any such forward looking statements. It is important to note that the actual results could differ materially from those in such forward looking statements.

The forward looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in regional, domestic, and international social, economic, political, business, industry, market, legal, legislative, judicial, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials, the COVID-19 pandemic, the outbreak of any other disease or public health threat, other future global health concerns, and other events or circumstances beyond the control of the County. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the County. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward looking statements included in this Official Statement, including the cover page and the appendices attached hereto, will prove to be accurate.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Notes, the security for and the source for repayment for the Notes and the rights and obligations of the holders of the Notes. Copies of such documents may be obtained as specified under "INTRODUCTION - Other Information" herein.

The appendices attached hereto, are integral parts of this Official Statement and should be read together with all other parts of this Official Statement.

Any statements made in this Official Statement involving matters of opinion or of estimates, forecasts, or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates, forecasts, or

projections will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holders of the Notes.

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AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement, and its distribution and use by the Purchaser in connection with the initial public offering, sale and distribution of the Notes by the Purchaser, have been duly authorized and approved by the County.

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts,
Chairman

FULTON COUNTY, GEORGIA

By: _____
Sharon L. Whitmore,
CPA, CPFO, Chief Financial Officer

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APPENDIX A
MONTHLY CASH FLOW SUMMARIES

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**Fulton County, Georgia
General Fund
PROJECTED CASH FLOWS 2023
Cash Flow Summary (in thousands)**

	Actual (1) Jan.	Actual (1) Feb.	Actual (1) Mar.	Actual (1) Apr.	Projected (1) May	Projected (1) Jun.	Projected (1) Jul.	Projected (1) Aug.	Projected (1) Sep.	Projected (1) Oct.	Projected (1) Nov.	Projected (1) Dec.	Projected (1) 2023	BUDGET 2023	ACTUAL 2022
Beginning Fund Balance	\$ 222,037.2	190,198.6	163,222.8	127,036.4	76,712.1	227,631.1	166,358.9	105,071.0	57,856.8	24,271.0	56,742.6	435,490.1	\$ 222,037.2	\$ 224,363.2	249,919.3
Borrowings:															
Capital funds	0.0											0.0	0.0		
Risk Mgt fund	0.0											0.0	0.0		
TAN Proceeds / In(Out)	0.0	0.0	0.0	0.0	200,000.0							(200,000.0)	0.0	0.0	0.0
Total Available funds	222,037.2	190,198.6	163,222.8	127,036.4	276,712.2	227,631.1	166,358.9	105,071.0	57,856.8	24,271.0	56,742.6	235,490.1	222,037.2	224,363.2	249,919.3
Receipts:															
100 Taxes	0.0	(1.2)	1.2	0.0	0.0	0.0	0.0	0.0	12,000.0	90,648.4	450,000.0	90,106.6	642,755.0	642,755.0	586,792.1
110 Motor Vehicle	113.4	181.1	161.3	125.4	122.5	145.0	150.0	150.0	150.0	118.2	138.7	151.8	1,707.4	1,707.4	1,699.1
110 TAVT Tax	2,611.1	2,992.3	2,579.5	3,401.1	2,800.0	3,000.0	3,050.2	2,800.0	3,200.0	2,612.5	2,775.1	1,999.7	33,821.5	33,821.5	34,350.4
120 Current Intangible	526.9	369.6	360.1	563.6	450.0	400.0	500.0	450.0	450.0	500.0	550.0	519.4	5,639.6	10,400.0	10,405.6
150 Prior Year	4,013.0	13,499.0	13,727.5	581.9	600.0	600.0	868.7	285.6	450.0	400.0	489.3	946.8	36,461.8	36,463.0	33,605.1
160 St Real Est Transfer Tax	268.5	165.9	178.9	308.2	225.0	250.0	250.0	225.0	250.0	250.0	238.0	262.9	2,897.4	5,000.0	5,413.4
170 LOST	1,818.2	1,407.8	1,252.0	1,465.3	1,381.4	1,437.4	1,458.0	1,212.4	1,358.9	1,246.4	1,500.0	1,462.2	17,000.0	17,000.0	17,551.5
210 Intergov't Federal	27.2	0.0	0.0	0.0	0.0	0.0	73.9	33.3	0.0	0.0	0.0	62.8	197.2	197.2	178.5
220 Intergov't. State	399.8	365.3	361.9	399.4	260.1	166.5	174.3	300.0	300.0	300.0	200.0	100.0	3,327.3	3,294.5	4,117.5
230 Intergov't. local	46.9	29.1	39.8	10.6	7.8	16.0	0.0	3.0	5.1	476.7	914.4	699.7	2,249.1	2,267.6	2,501.6
300 Chgs for Service	1,301.6	2,063.0	2,080.6	1,998.2	1,040.2	2,368.4	1,037.4	1,000.0	1,123.3	1,000.0	12,614.7	9,631.3	37,258.7	34,845.4	25,341.6
400 Courts & Law Enf.	1,080.3	1,259.0	1,135.7	2,063.5	1,084.3	995.4	1,600.8	1,702.6	1,091.9	1,135.3	1,302.1	2,491.6	16,942.5	16,008.7	16,942.5
510 Investment Income	1,525.1	1,066.7	755.7	1,098.7	300.0	600.0	450.0	250.0	350.0	500.0	1,000.0	895.6	8,791.8	2,388.0	2,348.3
520 Rents & Royalties	660.0	307.9	599.5	48.4	191.8	329.3	701.0	751.7	0.0	253.6	250.0	71.7	4,164.9	4,000.6	4,233.6
600 Other Income	205.6	192.2	247.9	617.8	134.6	120.0	234.0	432.5	301.0	3,500.0	1,553.0	502.0	8,040.6	7,980.5	7,851.5
700 Financial Institution Tax/Other	6.6	1,344.8	3,125.2	611.8	81.0	1.4	0.0	0.0	0.0	0.0	0.0	0.0	5,170.8	4,670.8	4,670.8
Total Receipts	14,604.2	25,242.5	26,606.8	13,293.9	8,678.7	10,429.4	10,548.3	9,621.1	21,030.2	102,941.1	473,525.3	109,904.1	826,425.6	822,800.2	758,003.1
Disbursements:															
100 Salaries	19,715.2	19,595.4	20,585.1	20,011.5	20,819.7	30,679.6	20,719.7	20,719.7	20,919.7	20,919.7	31,379.6	21,972.0	268,036.8	282,048.1	249,845.8
110 Social Security	1,435.4	1,422.4	1,483.5	1,453.6	1,561.5	2,301.0	1,554.0	1,554.0	1,569.0	1,569.0	2,306.4	1,692.7	19,902.4	20,809.3	18,103.5
120 Contractual Services	3,909.7	9,513.5	18,054.4	18,484.6	11,157.9	13,770.3	13,504.4	11,995.7	9,111.2	17,000.0	25,000.0	21,506.8	173,008.4	186,696.7	160,968.4
130 Operating Expenses	1,378.9	2,565.7	3,417.9	4,854.2	3,447.5	2,805.5	3,825.1	3,891.8	2,857.4	4,486.0	4,788.6	4,336.8	42,655.4	58,767.2	42,848.1
140 Capital Items	1,688.2	0.1	38.5	52.0	100.0	100.0	12,871.2	100.0	100.0	100.0	100.0	209.5	15,459.5	15,793.5	15,440.6
150/170 Other Misc. Exp.	1,319.2	1,435.5	1,893.5	1,433.2	2,740.1	1,527.5	1,628.6	863.7	2,409.7	8,745.9	12,936.1	53,993.0	90,926.0	97,518.3	60,507.9
151 Ins. Health/Life	6,290.7	6,121.6	6,196.2	6,159.0	6,600.0	6,600.0	6,600.0	6,600.0	6,600.0	6,600.0	6,600.0	16,727.5	87,695.0	88,862.0	82,632.8
153 Pension/DC County Paid	6,989.5	6,983.7	7,042.2	7,010.9	6,989.5	7,067.9	6,989.5	6,989.5	6,989.5	6,989.5	7,607.8	6,915.4	85,104.9	88,197.6	83,853.9
160 Debt Service	0.0	0.0	0.0	0.0	200.0	2,166.3	0.0	0.0	0.0	0.0	0.0	5,666.2	8,032.5	9,532.5	5,622.7
Grady Operating & Health Clinics	3,541.8	3,541.6	3,541.5	3,541.8	3,541.7	3,541.6	3,541.7	3,541.6	3,541.7	3,541.6	3,541.6	3,541.8	42,499.9	42,500.0	42,964.4
Grady Debt	174.3	1,038.9	540.4	617.3	601.9	602.0	602.0	579.3	517.8	517.8	517.8	502.4	6,811.9	6,817.8	73,097.1
Total Disbursements	46,442.8	52,218.4	62,793.2	63,618.1	57,759.8	71,701.6	71,836.2	56,835.3	54,616.0	70,469.5	94,777.8	137,064.1	840,132.7	897,543.0	785,885.2
General Fund - Fund Balance	\$ 190,198.6	163,222.8	127,036.4	76,712.1	227,631.1	166,358.9	105,071.0	57,856.8	24,271.0	56,742.6	435,490.1	208,330.1	\$ 208,330.1	\$ 149,620.4	222,037.2

(1) Unaudited
Source: Fulton County Finance Department

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APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF FULTON COUNTY
FOR FISCAL YEAR ENDED DECEMBER 31, 2021**

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INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Fulton County, Georgia

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Fulton County, Georgia (the "County"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Fulton County, Georgia, as of December 31, 2021, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of The Fulton-Dekalb Hospital Authority and the Fulton County Board of Health, which statements reflect total assets (in thousands) of \$1,545,480, total net position (in thousands) of \$951,331, and total revenues (in thousands) of \$1,678,656 which collectively represent the County's aggregate discretely presented component units. Those financial statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the aggregate discretely presented component units, is based solely on the reports of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for Audit of the Financial Statement section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence that we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted audit standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted audit standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit finding, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 - 14 and required supplementary information on pages 86 – 90 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining statements and schedules, the Summary of Debt Service Requirements to Maturity Schedule, the Debt Service Requirements to Maturity – Bonds Schedule, Hotel/Motel Collections and Expenditures Schedule and the Schedule of Projects funded with Special Transportation Tax Proceeds and the other information such as the introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and schedules, the Summary of Debt Service Requirements to Maturity Schedule, the Debt Service Requirements to Maturity – Bonds Schedule, Hotel/Motel Collections and Expenditures Schedule and the Schedule of Projects funded with Special Transportation Tax Proceeds are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2022, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of the laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing over internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.



Atlanta, Georgia
December 15, 2022

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis **(Unaudited)** **(in thousands)**

As management of Fulton County (the County), we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended December 31, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found earlier in this report. All financial information contained in this section is in thousands of dollars.

Financial Highlights

The assets and deferred outflows of resources of the County exceeded its liabilities and deferred inflows of resources at the close of the fiscal year by \$313,652. Of this amount, unrestricted assets are now in a deficit position by (\$1,174,017), primarily due to the liability for other post-employment benefits, as required by Government Accounting Standards No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, and while greatly reduced, also by the net pension liability of the County's defined benefit pension plan, as required by Government Accounting Standard No. 68, *Accounting and Financial Reporting for Pensions*.

The County's total net position for both governmental and business activities increased by \$35,780 in 2021. Business-type activities increased \$26,642 while the governmental activities experienced an increase of \$9,138 due primarily to a slight increase in tax revenues and a lower defined benefit plan net pension liability that were partially offset by recognition of a \$28 million transfer of roadway networks to a municipality during fiscal 2021. The business type activities increase in net position in 2021 was due to a 5% rate increase in rates for 2021 as compared to 2020. The County's governmental activities net position was affected by various factors, but pension and OPEB variations are a large component of changes in governmental activities. While total expenses slightly increased, most were offset with higher operating grants and contributions. Overall, governmental activities on a recurring basis outside of recognition of pension and OPEB liabilities had relatively stable financial results as compared to 2020.

As of the close of the fiscal year, the County's governmental funds reported combined ending fund balances of \$590,690, an increase of \$84,729 in comparison with the previous year. The fund balance for the County's General Fund increased by \$22,168, while newly received American Rescue plan (ARPA) fund recorded revenues to match 2021 expenditures, while the amounts received in excess of expenditures was recorded as unearned revenue as of December 31, 2021 of \$67,654; the Library bond capital projects fund decreased by \$4,474 with expenditures of capital resources, while Other Governmental funds substantially increased fund balance by \$67,035. Reporting bond proceeds of the 2021 \$55 million Fulton County Urban Redevelopment bond contributed the bulk of this increase for FY 2021. It is important to recognize that the governmental fund financial statements differ from the Statement of Activities primarily because cash resources used for capital outlay are treated as expenditures in the governmental funds statements but are capitalized and not considered expenditures in the statement of activities. Substantial capital outlays continued in 2021 for improvements for County facilities funded largely with the Fulton County Urban Redevelopment bonds, allowing facility upgrades in designated sections of the County.

At the close of the fiscal year, total fund balance for the General Fund was \$258,328, which is available to meet the government's other ongoing obligations to citizens and creditors.

The County's total long term governmental liabilities as of December 31, 2021 totaled \$2,422,753, of which \$1,939,081 or 80%, relates to recognition of the County's net pension liability of \$228,976, and post-

employment health benefits offered to eligible retirees of \$1,710,105. These liabilities are further disclosed in the footnotes with their required provisions for recognition of the County's OPEB and net pension liability.

All of the County's principal and interest were made timely throughout 2021. As mentioned earlier in this management's discussion, the Fulton County Urban Redevelopment Agency issued a \$55 million bond for capital construction in 2021. Also in May 2021 the County issued \$175 million in Tax Anticipation Notes to provide short term cash resources to General fund operations until 2021 tax receipts materialize in the latter part of 2021, which was repaid by December 31, 2021.

Business-type liabilities decreased with the effect of refunding the 2011 Water and Sewerage Revenue and Refunding bonds with the 2020B issuance of \$120.364 par value bonds. These 2020B bonds also paid scheduled principal payment, thereby lowering total bonded debt on the system.

Deferred Inflows of Resources related to the County's defined benefit plan total \$172,828 as of December 31, 2021, while the Deferred Outflow of Resources for the County's Other Post-Employment Benefit plan totaled \$437,392 as of December 31, 2021. The OPEB plan also had deferred inflows of \$828 at December 31, 2021. These values can significantly vary as the market value of the pension assets change year to year, or with actuarial assumption changes as was experienced in 2021 with changes to the discount rate assumption for the county's OPEB plan. The Water and Sewerage System fund recorded a gain on the 2021 refunding of the 2011 Water and Sewerage revenue bonds of \$4,542, which will be amortized over the remaining life of the 2020B bonds.

The County's capital assets used for governmental activities increased during 2021 with continuing improvements to facilities funded in part by outstanding facility bonds issued via the County's Fulton County Urban Redevelopment Agency. Library improvements funded with general obligation bonds are also a primary contributor to increased capital assets over the last few years. As of December 31, 2021, governmental capital assets, net of depreciation are \$702,298, of which \$263,232 are land or capital assets under construction.

Business-type capital assets totaled \$1,330,514, of which \$237,443 is land and land improvements as well as capital assets currently under construction relating to water and wastewater capital projects. Depreciation is based on useful life of the underlying asset using the straight-line method. Intangible assets, related specifically to remaining long term wastewater treatment capacity rights of \$97,877, are included within the capital asset footnote.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements

These statements are designed to provide readers with a broad overview of the County's finances, in a manner similar to private-sector business.

The ***Statement of Net Position*** presents information on all of the County's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The *Statement of Activities* presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include administration, public safety, legal, which includes criminal courts and facilities, general government infrastructure and facilities, social services, health services, debt related costs, and other functions that benefit all the above categories. The business-type activities are the Water and Sewerage system and Fulton County Airport-Brown field.

The government-wide financial statements include not only the County itself (known as the *primary government*) but also for the Fulton-DeKalb Hospital Authority and the Fulton County Board of Health, both presented as discretely presented component units. Financial information for these component units are reported separately from the financial information presented for the primary government itself. Combining schedules of these component units is shown on pages 30-31 of this report, while the government-wide financial statements are on pages 15-16 of this report.

Fund financial statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Information is presented separately in the fund statements for the County's General, Special Service District fund, and Library bond capital projects funds, which are considered major funds under the requirements of GASB 34. In addition, the County maintains many individual governmental funds. All other governmental type funds are classified and summarized as non-major governmental funds within the governmental fund financial statements.

The basic governmental fund financial statements can be found on pages 17-23 of this report.

Proprietary fund statements

The County maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses enterprise funds to account for its water and sewerage system fund, and the Fulton County Executive Airport at Charlie Brown Field, and the Wolf Creek Amphitheater fund as well as temporary contractual service funds for both the newly incorporated City of South Fulton and the Fulton County Board of Health. Internal service funds are used to accumulate and allocate cost internally among the County's various functions. The County uses internal service funds to account for a portion of its general facilities services, such as fleet vehicle costs, office supplies, health costs for employees and retirees, risk management and project related insurance costs, known as the Owner Controlled Insurance Program (OCIP). Because these funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewerage system fund which is considered a major proprietary fund of the County. The Fulton County Airport-Brown Field, the two new contractual service funds mentioned above are all classified as a non-major enterprise funds. All four internal service funds are combined into a single aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 24-27 of this report.

Fiduciary fund statements

Fiduciary funds are used to account for resources held for the benefit of parties outside the County. These funds are not reflected in the government-wide financial statements because the resources of these funds are not available to support the County's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The three funds are the County's defined benefit retirement plan, which is administered by the County with the assistance of professional fund managers, the Other Postemployment Benefit plan, and various custodial funds. These funds are included as a separate column and represent the balance sheet and activities of the Tax Commissioner's office, the Sheriff's office and Criminal courts, District Attorney, and Superior, Probate, Juvenile and State Court.

The basic fiduciary fund financial statements can be found on pages 28-29 of this report.

Component unit financial statements

The two discretely presented component unit combining statements of net position and statement of changes of net position are presented on page 30-31 of this report.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financials can be found on pages 32-85.

Required Supplementary Information

Governmental accounting standards require certain information to be presented regarding pension and other post-employment benefits. Multi-year information pertaining to actuarially determined employer contributions, net pension liability and each years changes in pension liability, investment returns on pension assets, as well as assumptions thereon and relevant notes are all contained within this section shown on pages 86-90.

Other Information

The combining statements referred to earlier in connection with one major and non-major governmental funds, enterprise funds and internal service funds are presented immediately following the notes to the financial statements. Combining statements and schedules can be found on pages 91-119 of this report.

Government-wide Financial Analysis

The table below is a summary of the net position of the County as of the end of the fiscal year (in thousands).

	Governmental Activities		Business-type Activities		Total		%
	2021	2020	2021	2020	2021	2020	Change
Current and other assets	\$ 797,427	649,905	435,080	525,079	1,232,507	1,174,984	5
Capital assets	702,298	705,662	1,330,514	1,264,467	2,032,812	1,970,129	3
Total Assets	1,499,725	1,355,567	1,765,594	1,789,546	3,265,319	3,145,113	4
Deferred Outflows of resources	437,392	546,173	-	1,902	437,392	548,075	(20)
Current liabilities	117,191	65,604	22,798	32,950	139,989	98,554	42
Long-term liabilities	2,422,753	2,464,396	648,119	695,005	3,070,872	3,159,401	(3)
Total Liabilities	2,539,944	2,530,000	670,917	727,955	3,210,861	3,257,955	(1)
Deferred Inflows of resources	173,656	157,361	4,542	-	178,198	157,361	
Net Position:							
Net investment in capital assets	366,493	375,127	909,828	856,530	1,276,321	1,231,657	4
Restricted	188,924	155,483	22,424	39,246	211,348	194,729	9
Unrestricted	(1,331,900)	(1,316,231)	157,883	167,717	(1,174,017)	(1,148,514)	2
Total Net Position	\$ (776,483)	(785,621)	1,090,135	1,063,493	313,652	277,872	13

Net capital assets comprised the bulk of the assets of the County. This includes land, buildings, equipment, water and sewer systems, intangible assets, and any capitalizable improvements as well as assets currently under construction. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The County has slightly over \$1 billion in cash and investments, excluding any pension or custodial funds, of which approximately \$63.6 million is restricted for both general obligation bond and enterprise fund debt. Governmental activities also have approximately \$211 million of restrictions on the above cash and investments for debt service, construction, state and federal grants, and other similar type external restrictions. The business-type funds has \$248 million in restricted cash and investments for future water and sewerage system improvements, primarily the Big Creek Wastewater Plant expansion project. As restricted cash is invested in capital assets, the related net position restriction shifts from "Restricted net position" to "Net investment in capital assets".

At the end of the current fiscal year, the County reports positive balances in all three categories of net position, for the government as a whole, while unrestricted net position for governmental activities remains in a deficit to the increasing liability for post-employment health care.

The table below is a summary of the activities of the County as of the end of the fiscal year (in thousands).

	Governmental Activities		Business-type Activities		Total		Percent
	2021	2020	2021	2020	2021	2020	Change
Revenues:							
Program revenues:							
Charges for services	\$ 50,704	51,891	170,071	176,641	220,775	228,532	(3) %
Operating grants and contributions	158,934	165,492	-	-	158,934	165,492	(4)
Capital grants and contributions	3,927	-	3,858	6,001	7,785	6,001	30
General revenues:							
Taxes	712,495	707,985	574	295.00	713,069	708,280	1
Intergovernmental	2,500	2,386	-	-	2,500	2,386	5
Other charges for services	16,356	7,592	-	-	16,356	7,592	115
Use of money and property	7,573	9,739	16	884	7,589	10,623	(29)
Miscellaneous & all other	1,986	5,591	-	-	1,986	5,591	(64)
Total revenues	954,475	950,676	174,519	183,821	1,128,994	1,134,497	(0)
Expenses:							
Administration	127,768	139,518	-	-	127,768	139,518	(8)
Public Safety	212,581	189,764	-	-	212,581	189,764	12
Legal	185,798	180,087	-	-	185,798	180,087	3
Infrastructure & facilities	48,191	70,682	-	-	48,191	70,682	(32)
Social services	175,651	106,486	-	-	175,651	106,486	65
Health services	153,481	236,454	-	-	153,481	236,454	(35)
Interest and debt costs	13,798	15,992	-	-	13,798	15,992	(14)
Water & Sewerage	-	-	135,652	140,521	135,652	140,521	(3)
Wolf Creek Amphitheater	-	-	218	689	218	689	(68)
Board of Health contractual	-	-	10,540	24,004	10,540	24,004	(56)
Airport services	-	-	1,467	2,819	1,467	2,819	(48)
Total expenses	917,268	938,983	147,877	168,033	1,065,145	1,107,016	(4)
Excess (deficiency) of revenues over (under) expenditures	37,207	11,693	26,642	15,788	63,849	27,481	132
Transfers	-	523	-	(523)	-	-	-
Extraordinary item	(28,069)	-	-	-	(28,069)	-	-
Change in net position	9,138	12,216	26,642	15,265	35,780	27,481	30
Change in accounting principle	-	-	-	-	-	-	-
Beginning net position	(785,621)	(797,837)	1,063,493	1,048,228	277,872	250,391	11
Ending net position	\$ (776,483)	(785,621)	1,090,135	1,063,493	313,652	277,872	13

Analysis of governmental activities

Net position of the governmental activities of the County improved from the December 31, 2020 deficit of \$(785,621) to a deficit of \$(776,483) as of December 31, 2021. As the coronavirus continues to affect Fulton County as well as the world, the County continues to adjust its mission and efforts to combat this disease and its related health as well as financial effects on citizens in the metro area. Maintaining as close to normal operations given the constraints of social distancing, establishing significant telework presence, and mitigation of facilities for essential personnel all required reimagining the service delivery approach for fiscal 2021. The first half of the American Rescue Act federal funding of \$103M received in 2021 as well as

substantial revenues for rental assistance programs are the primary reason for the substantial amount in Operating grants and contributions. Fiscal 2020 saw CARES act funding of approximately \$104 million contribute to these same type efforts Countywide. Approximately \$68 million of the American Rescue Plan funding of \$103 million for fiscal 2021 remained unexpended and categorized as unearned revenue as of December 31, 2021. The second half of American Rescue Act dollars was received in mid-2022 and noted as a subsequent event in the footnotes to the financial statements.

Total tax revenues remained relatively flat as compared to the previous year, as increased values are not always captured by the County as some valuation increases are offset with a lower millage rate, and areas within tax allocation districts remit additional tax revenues to their special funds as opposed to the County's General fund. As compared to 2020, the 2021 Other revenues also remained relatively flat with the exception of higher collections of commissions on tax collections from property taxes, which causes the variance in this revenue category for 2020. Interest rates continued to decline in 2021 as compared to 2020, the primary cause for the decrease in use of money and property revenue category, even though the County's cash and investment balances were higher in 2021 on average.

Governmental expenditures were slightly lower in fiscal 2021, as American Rescue Plan expenditures were lower than fiscal 2020's CARES fund expenditures. Public Safety expenditures in 2020 that were re-allocated from the General fund to the CARES major fund were reclassified as "health" expenditures, which is why a decrease in Public Safety spending is indicated in the previously shown chart. Infrastructure and facilities expenditures also increased with continued effort at facility operational improvements, cybersecurity improvements, and other adjustments to the Covid-19 pandemic both in primary County facilities as well as facilities used for the 2020 elections. Fiscal 2021 saw a lower level of costs related to elections, as presidential and mid term years see higher spending based on level of election efforts.

The County plans to continue significant investments of Covid-19 mitigation and relief in 2021 as well as 2022. Significant changes to the charge applicable for pensions and OPEB's can greatly affect the annual change in net position year to year. The statement of activities includes depreciation on capital assets used by these governmental functions, including roadways, but does not include costs for capitalizable assets, which differs from the presentation on the statement of revenues and expenditures and changes in fund balances.

Analysis of business-type activities

Charges for water and sewerage services are the primary component of the County's business-type activities. Sewerage expenses are greater than water as more resources and efforts are required to treat wastewater than produce potable water. Revenues are on an increasing trend given the County's recent successive rate increase of 5%, for fiscal 2021. The recent series of rate increases is to fund the newly issued 2020B System revenue bonds to fund substantial capital improvements at the Big Creek wastewater facility. The County throughout 2021 provided contractual services for the Fulton County Board of Health and operated the Brown Field Airport. These revenues and offsetting expenditures are included as 2021 non-major enterprise funds.

Governmental Funds Financial Analysis

As noted earlier, the focus of the County's governmental fund statements is to provide information on near-term flows, outflows, and balances of resources available to spend. Revenues from property taxes were slightly higher than 2020 as property values continued to improve, while the TAVT tax on vehicle sales increased in 2021 even given the effects of the Covid-19 pandemic. Interest income decreased again in 2021 given the commensurate decline in available interest rates available to the County's permitted investments. Charges for services, which is largely commissions on collection of taxes, shows an increase in 2021 from 2020, which can be affected by both the timing of collections as well as the increased use of credit cards for payment of taxes, as the County does not charge the convenience fees but offsets those costs against the commissions earned on collections.

Total governmental expenditures on page 19 of \$925 million decreased by approximately \$35 million from 2020 primarily due to decreases in spending on federal American Rescue Plan funding for the Covid-19 pandemic, and lower capital outlay expenditures on libraries as these bonded programs are maturing. Salary and benefit costs in 2021 were slightly higher than 2020 amounts, while capital outlays continue with several facility improvement projects underway. The General fund reported a historically high ending fund balance of \$258,328, an increase of \$22,168 from fiscal 2020 due to favorable tax collections. The County's General fund provides for courts, jail, mental health, libraries, human services, community programs and support services to all County departments, albeit differently than 2020 and certainly in 2019. The South Fulton Taxing district provides public safety, zoning, inspections, and parks and recreation activity to the remaining unincorporated section of Fulton County, although to a much smaller geographic footprint as the City of South Fulton annexed substantial sections below Interstate I-20 in May of 2021. The Library bond fund's fund balance continues to decrease to an eventual maturity with resources used for capital outlays during 2021.

Other non-major governmental funds include debt service, grants-in-aid, capital projects and other activities which increased in fiscal 2021 due to issuance of the 2021 Fulton County Urban redevelopment bond of \$55 million, which is primarily dedicated to a new animal control shelter and public safety training facility to be built in the next couple years. Other increases are due to federal programs that target the continued financial effect so of the pandemic on County citizens as well as businesses in the County. Other Governmental Funds fund balance is \$325,698 at year end. Of this amount, \$165,492 is restricted, \$205 is committed, and \$156,290 is categorized as assigned.

Budgetary Highlights and Control

The objective of the County's budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Board of Commissioners. Fulton County Budget Law requires expenditures be subject to an annual appropriation. Strict controls are in place to ensure that expenditures do not exceed these appropriations at either the departmental or the fund level. The 2021 General Fund revenue budget was adopted at approximately \$706.8 million, significantly higher than the approved 2020 budgeted revenues of \$655 million which anticipated the increase in property value assessments for 2021. The General fund budgetary appropriations in 2021 totaled \$800 million, which was 2% higher than 2020's \$782 million in appropriations. Targeted appropriations were added from 2020 to effect greater funding for information technology funding infrastructure and continued efforts related to Covid 19. Increases throughout all departments were budgeted for 2021 in salary and benefit appropriations, as the Board of Commissioners adopted a performance bonus for employees. 2021 actual expenditures were lower than budgetary appropriations due to the difficulty encountered in trying to place candidates in unfilled budgeted positions and unutilized program expenditures in 2021 due to the Covid-19 pandemic. The legally adopted budget for governmental services for the County's major governmental funds is by department and appears on pages 21-23 of this report. No changes to the original adopted budget occurred during the year. Reallocations from non-agency to agency budgets throughout the year fund operational needs as necessary in each County department.

Capital Assets

The County's net investment in capital assets for its governmental and business-type activities as of year-end amounts to \$1,276,321 (net of accumulated depreciation). The net investment in capital assets includes land, equipment, buildings, roadway networks, improvements to these assets and construction in progress less any related debt outstanding or unspent bond proceeds to finance acquisition of these assets. The significant activities for 2021 include continued upgrades to the Big Creek wastewater treatment facility and continued work on library and facility improvements throughout the County.

	Governmental Activities		Business-type Activities		Total		Percent
	2021	2020	2021	2020	2021	2020	Change
Capital assets not being depreciated:							%
Land & land improvements	\$ 66,785	64,974	38,110	38,110	104,895	103,084	2
Construction in progress	196,447	183,561	199,333	179,512	395,780	363,073	9
Capital assets, shown net of depreciation:							
Equipment	15,245	16,273	3,345	4,004	18,590	20,277	(8)
Buildings and improvements	419,727	408,691	5,372	5,557	425,099	414,248	3
Roadway network	4,094	32,163	-	-	4,094	32,163	(87)
Water System	-	-	201,864	206,727	201,864	206,727	(2)
Sewerage System	-	-	784,613	733,709	784,613	733,709	7
Intangible assets	-	-	97,877	96,878	97,877	96,878	1
Total net capital assets	\$ 702,298	705,662	1,330,514	1,264,497	2,032,812	1,970,159	3

Additional information relating to capital assets and infrastructure is presented in Note 7 of the financial statements footnotes on pages 56-58. Intangible assets for future wastewater treatment capacity for the Water and Sewerage system fund are presented in the above capital asset summary.

In 2021, the City of South Fulton annexed additional area in the area of the Fulton Industrial District, which resulted in a transfer of roadway networks to the City of \$28,069. This is classified as an Extraordinary Item on the Statement of Activities on page 16 of the report and is further discussed in Footnote 17.

Debt Administration

The County's governmental activities recorded liabilities of \$2,539,944 are primarily comprised of the required accruals for net other post-employment benefit liability of \$1,710,106, as well as the recognition of the County's net pension liability of \$228,976 as of December 31, 2021. Required pension disclosures are shown on pages 69-76, and in the required supplementary information with relevant notes on pages 86-90. Other post-employment benefit information required by GASB 75 is shown on pages 76-81 in the footnotes to the financial statements as well as within required supplementary information on page 88 following the footnotes. Governmental Accounting Standard No. 68 "*Accounting and Financial Reporting for Pensions*" now requires the primary government to report the difference between the actuarially determined liability and the net position of the defined benefit pension plan, based on market values, as a liability. GASB 75 now required full recognition of the actuarially determined Net OPEB liability as of year-end. Changes to assumption of the discount rate yielded a substantial increase in the estimated liability in the previous fiscal year 2020 financial statements.

At December 31, 2021, the County had a number of debt issues outstanding.

The 2017 Library General Obligation bonds along with the 2010 Library general obligation bonds totaled \$228,618 as of December 31, 2021. These resources are dedicated to County library facilities as well as renovations of existing libraries, authorized and now all issued under the 2008 referendum.

The County previously issued Recovery Zone bonds, Qualified Energy bonds, and Facility Improvement bonds through the Fulton County Urban Redevelopment Agency (FCURA) for capital facilities and energy efficiency improvements. The FCURA bonds outstanding at December 31, 2021 were \$138,793. \$55 million was issued in late 2021 for new animal control facilities and public safety facility improvements. \$39 million was last issued in April 2019 for the 2nd phase of scheduled facility upgrades and improvements.

Also at December 31, 2021, net of accreted discounts, \$646,423 remains outstanding related to business type activities with the County's Water and Sewerage Revenue Bonds, which finance system capital assets utilized for water treatment and distribution along with wastewater treatment. The System's 2020B revenue bonds were issued in the amount of \$120,364 which provided resources to refund the existing 2011 Water and Sewerage Refunding bonds, as well as reduce the amount of cash held as a debt service reserve on the 2011 revenue bonds. This represents the reduction to the amount of fund balance restricted to debt service in the Water and Sewerage fund from 2021 from 2020.

The County's bonded obligations currently possess the following ratings:

	<u>Moody's</u>	<u>Fitch</u>	<u>Standard & Poors</u>
General Obligation bonds	Aa1	AA	AA+
Water and Sewerage System bonds	Aa2	*AA-	AA
(*November 17, 2022 Fitch upgraded the Water and Sewerage System bonds to AA)			

At December 31, 2021, total other capital leases were \$42,208, which decreased with scheduled principal maturities of \$7,273 coming due in 2022. The Jail Mechanical, Electrical and Plumbing renovations comprises the bulk of this lease liability, with \$17,696 outstanding as of December 31, 2021. Also included in capital leases is an agreement with the Association of County Governments for a 2019 issuance of \$18,500 for a health/mental health facility in the north section of the County, of which \$16,336 remains outstanding as of December 31, 2021. The lease agreement with the South Fulton Jail Authority reduced with principal payments paid during 2021 reducing the outstanding balance to \$10,940.

Under existing state statutes, the County's general obligation bonded debt issuances are subject to a legal limitation based on 10% of total assessed value of real and personal property. Additional information relating to long-term debt and other obligations is presented in Note 8 to the financial statements also on page 60. Additional information required by GASB 67 and 68 for the County's defined benefit plan is also included within required supplementary information on pages 86-88 and discussed in the separate footnotes to required supplementary information on pages 89 and 90.

Covid 19

The pandemic continues throughout 2021 as Fulton County makes continued efforts at mitigation, prevention and operational sustainability through its Covid-19 response. Federal funding received in 2021 via the American Rescue Plan Act, as well as subsequent fiscal 2022 federal funding for programs of rental and utility assistance, vaccination and testing programs, and other relief efforts will all be brought to bear on the effects of this disease.

The management and staff of the County devote significant resources and efforts at providing reasonably normal services to constituents, while making accommodations for safety for both the citizens and staff as practically as possible.

Due to the evolving nature of the COVID-19 pandemic and the responses of governments, businesses, and individuals to the COVID-19 pandemic, the County is unable to predict, among other things, the scope, duration or extent of the COVID-19 pandemic or any other outbreak or pandemic on: (a) the existing restrictions and warnings or any additional restrictions and warnings which may be imposed by local, state or federal governments, nor the timing of the relaxation or release of such restrictions and (b) any additional short- or long-term effects the restrictions and warnings imposed by local, state or federal governments may have on the County's operations, revenues or expenditures (collectively, the "Risk Factors").

The County will continue to closely monitor, assess and continue efforts to mitigate the effects of the COVID-19 pandemic and its impact on the financial position and operations of the County as well as citizenry. The complete fiscal impact of the COVID-19 pandemic on the County could change significantly as the situation further develops and cannot be fully quantified at this time because of the Risk Factors and other subsequent events that are outside the control of the County.

Requests for Information

This financial report is designed to provide a general overview of the County's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Finance Director, 141 Pryor Street, Suite 7001, Atlanta, Georgia 30303. Please also see the County's website at www.fultoncountygga.gov/inside-fulton-county/fulton-county-departments/finance, as this report and other reports are available for download.

BASIC FINANCIAL STATEMENTS

FULTON COUNTY, GEORGIA

Statement of Net Position

December 31, 2021

(in thousands of dollars)

	Primary Government			Component
	Governmental	Business-type	Total	Units
	Activities	Activities		
Assets:				
Cash and cash equivalents	\$ 717,586	103,398	820,984	223,097
Investments	10,000	—	10,000	—
Receivables (net of allowances):				
Taxes	36,350	—	36,350	—
Accounts	115	12,834	12,949	182,422
Due from other governments, net	28,036	7,095	35,131	21,767
Other current assets	5,340	—	5,340	118,111
Restricted assets:				
Cash and cash equivalents	—	113,141	113,141	97,075
Investments	—	135,020	135,020	—
Interest receivable	—	19	19	—
Investment in joint venture	—	63,573	63,573	—
Capital assets (non-depreciable)	263,232	237,443	500,675	171,619
Capital assets (net of accumulated depreciation)	439,066	1,093,071	1,532,137	508,584
Other non-current assets	—	—	—	222,805
Total assets	1,499,725	1,765,594	3,265,319	1,545,480
Deferred Outflows of Resources:				
Pension related deferred outflows	—	—	—	5,089
OPEB related deferred outflows	437,392	—	437,392	—
Total deferred outflow of resources	437,392	—	437,392	5,089
Liabilities:				
Accounts payable and accrued expenses	34,103	5,286	39,389	233,380
Accrued interest	1,296	—	1,296	—
Due to others	5,468	—	5,468	2,930
Claims payable	8,670	—	8,670	48,750
Liabilities (payable from restricted assets):				
Contracts and other payables	—	17,045	17,045	—
Unearned revenue	67,654	467	68,121	696
Non-current liabilities:				
Due within one year	33,217	19,718	52,935	66,851
Due in more than one year	2,389,536	628,401	3,017,937	237,879
Total liabilities	2,539,944	670,917	3,210,861	590,486
Deferred Inflows of Resources:				
Pension related deferred inflows	172,828	—	172,828	8,752
OPEB related deferred inflows	828	—	828	—
Deferred gain on refunding	—	4,542	4,542	—
Total deferred inflow of resources	173,656	4,542	178,198	8,752
Net Position:				
Net investment in capital assets	366,493	909,828	1,276,321	648,729
Restricted for debt retirement	41,181	22,424	63,605	88,693
Restricted for construction	134,732	—	134,732	32,490
Restricted for other purposes	13,011	—	13,011	34,269
Unrestricted	(1,331,900)	157,883	(1,174,017)	147,150
Total net position (deficit)	\$ (776,483)	1,090,135	313,652	951,331

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Activities

For the year ended December 31, 2021
(In thousands of dollars)

Functions/Programs	Program revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Component Units
					Governmental activities	Business-type activities	
Primary Government							
Governmental activities:							
Administration	\$ 127,768	5,730	—	—	(122,038)	—	(122,038)
Public safety	212,581	6,693	—	—	(205,888)	—	(205,888)
Legal	185,798	28,443	—	—	(157,355)	—	(157,355)
Infrastructure and facilities	48,191	—	—	3,927	(44,264)	—	(44,264)
Social services	175,651	9,838	25,831	—	(139,982)	—	(139,982)
Health services	153,481	—	133,103	—	(20,378)	—	(20,378)
Interest and other debt related costs	13,798	—	—	—	(13,798)	—	(13,798)
Total governmental activities	917,268	50,704	158,934	3,927	(703,703)	—	(703,703)
Business-type activities:							
Water and sewerage services	135,652	155,474	—	3,858	—	23,680	23,680
Wolf Creek Enterprise fund	218	10	—	—	—	(208)	(208)
Fulton County Board of Health Contractual services	10,540	10,540	—	—	—	—	—
Airport	1,467	4,047	—	—	—	2,580	2,580
Total business-type activities	147,877	170,071	—	3,858	—	26,052	26,052
Total primary government	1,065,145	220,775	158,934	7,785	(703,703)	26,052	(677,651)
Component Units	1,514,133	1,508,557	56,294	15,871	—	—	66,589
General revenues:							
Property taxes					667,857	—	667,857
Sales taxes					15,916	574	16,490
Other taxes					28,722	—	28,722
Intergovernmental not restricted for specific programs					2,500	—	2,500
Commission on tax collections					16,356	—	16,356
Use of money and property					7,573	16	7,589
Miscellaneous					1,986	—	1,986
Total general revenues					740,910	590	741,500
Change in net position before extraordinary item					37,207	26,642	63,849
Extraordinary item - (Note 17)					(28,069)	—	(28,069)
Change in net position					9,138	26,642	35,780
Net position-beginning					(785,621)	1,063,493	277,872
Net position (deficit) - ending					\$ (776,483)	1,090,135	313,652

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Balance Sheet
Governmental Funds

December 31, 2021

(in thousands of dollars)

	General	American Rescue Plan	Library Bond	Other Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents	\$ 231,869	69,789	10,939	326,295	638,892
Investments	10,000	—	—	—	10,000
Receivables (net of allowances):					
Taxes	34,500	—	—	1,850	36,350
Accounts		—	—	115	115
Due from other governments	1,679	—	—	26,357	28,036
Due from other funds	15,187	—	—	519	15,706
Total assets	\$ 293,235	69,789	10,939	355,136	729,099
Liabilities:					
Accounts payable	\$ 17,966	2,135	564	11,793	32,458
Due to other funds	519	—	—	15,187	15,706
Due to others	—	—	—	5,468	5,468
Unearned revenues	—	67,654	—	—	67,654
Total liabilities	18,485	69,789	564	32,448	121,286
Deferred Inflows of Resources:					
Unavailable revenue	16,422	—	—	701	17,123
Total deferred inflows or resources	16,422	—	—	701	17,123
Fund Balances:					
Restricted	—	—	10,375	165,492	175,867
Committed				205	205
Assigned		—		156,290	156,290
Unassigned	258,328	—	—	—	258,328
Total fund balances	258,328	—	10,375	321,987	590,690
Total liabilities, deferred inflows of resources and fund balances	\$ 293,235	69,789	10,939	355,136	729,099

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Reconciliation of the Balance Sheet to the Statement of Net Position

Governmental Funds

December 31, 2021

(in thousands of dollars)

Fund Balances - total governmental funds	\$	590,690
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Amounts reported for governmental activities in the Statement of Net Position are different from amounts reported for governmental funds in the Balance Sheet because:

Capital assets used in governmental activities are not financial resources and therefore not reported in governmental funds:

Capital assets:		
Land		66,785
Buildings		928,249
Equipment		157,118
Roadway network		8,512
Construction in progress		196,447
Less Accumulated Depreciation		(654,813)

Total capital assets, net of accumulated depreciation		702,298
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Deferred results and contributions to pension plans made after the measurement date are recorded as expenditures in governmental funds but must be deferred in the statement of net position

Deferred outflows - other postemployment benefit plan		437,392
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Certain amounts related to the net pension liability are deferred and amortized over time

Deferred inflows - defined benefit pension plan		(172,828)
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Deferred inflows - other postemployment benefit plan		(828)
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Long-term liabilities are not due and payable in the current period and therefore are not reported in the governmental funds:

Library general obligation bonds payable		(221,280)
Urban Recovery Zone bonds payable		(134,463)
Unamortized bond premiums		(11,668)
Intergovernmental agreement liability-SF Jail Authority		(10,940)
Intergovernmental agreement liability-AFCRA		(514)
Compensated absences		(45,813)
Net pension liability		(228,976)
Net other post employment benefits (OPEB)		(1,710,105)
Other long term capital leases		(42,208)
Claims and judgments		(13,525)
Landfill closure and postclosure costs		(3,261)
Accrued interest		(1,296)

Internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds are included in governmental activities.

73,719

Some deferred revenues reported in the governmental funds are recognized as revenues in the governmental activities.

17,123

Net position - total governmental activities	\$	(776,483)
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See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds

For the year ended December 31, 2021

(In thousands of dollars)

	General	American Rescue Plan	Library Bond	Other Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	\$ 679,731	—	—	32,893	712,624
Intergovernmental	8,451	35,674	—	121,236	165,361
Charges for services	28,698	—	—	6,801	35,499
Courts and law enforcement	16,594	—	—	11,849	28,443
Use of money and property	3,838	22	—	3,713	7,573
Licenses and permits	—	—	—	3,118	3,118
Miscellaneous	1,449	—	—	537	1,986
	<u>738,761</u>	<u>35,696</u>	<u>—</u>	<u>180,147</u>	<u>954,604</u>
Expenditures:					
Current:					
Administration	91,076	1,324	—	7,859	100,259
Public safety	138,847	2,542	—	25,266	166,655
Legal	139,755	4,945	—	—	144,700
Infrastructure and facilities	27,931	—	—	6,708	34,639
Social services	59,700	21,362	—	55,409	136,471
Health services	86,911	2,154	—	51,255	140,320
Other nonagency	105,406	3,369	—	3,359	112,134
Capital outlay	—	—	4,474	47,843	52,317
Debt service:					
Principal retirement	5,835	—	—	16,798	22,633
Interest	1,633	—	—	13,114	14,747
Total expenditures	<u>657,094</u>	<u>35,696</u>	<u>4,474</u>	<u>227,611</u>	<u>924,875</u>
Excess (deficiency) of revenues over (under) expenditures	<u>81,667</u>	<u>—</u>	<u>(4,474)</u>	<u>(47,464)</u>	<u>29,729</u>
Other financing sources (uses):					
Issuance of bonds	—	—	—	55,000	55,000
Transfers in	17	—	—	69,714	69,731
Transfers out	<u>(59,516)</u>	<u>—</u>	<u>—</u>	<u>(10,215)</u>	<u>(69,731)</u>
Total other financing sources (uses)	<u>(59,499)</u>	<u>—</u>	<u>—</u>	<u>114,499</u>	<u>55,000</u>
Net change in fund balances	22,168	—	(4,474)	67,035	84,729
Fund balance at beginning of year	236,160	—	14,849	254,952	505,961
Fund balance at end of year	<u>\$ 258,328</u>	<u>—</u>	<u>10,375</u>	<u>321,987</u>	<u>590,690</u>

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the year ended December 31, 2021

(in thousands of dollars)

Net change in fund balances - governmental funds	\$ 84,729
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Amounts reported for governmental activities in the Statement of Activities are different from amounts reported for governmental funds in the Statement of Revenues, Expenditures Changes in Fund Balances, because:

Governmental funds report capital outlays as expenditures. However, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense for governmental activities:

Acquisition of capital assets	50,925
Depreciation expense	(26,220)

Bond proceeds provide current financial resources to governmental funds, but the issuance of debt increases long-term liabilities for governmental activities. Repayment of bond principal is an expenditure in the governmental funds, but reduces long-term liabilities for governmental activities. Also, governmental funds report the effect of issuance costs, premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized for governmental activities:

Issuance of Economic Recovery Zone bonds	(55,000)
Tax Anticipation Note proceeds	(175,000)
Tax Anticipation Note payments	175,000
Principal repayments	22,633
Amortization of bond premium and discount	910
Change in accrued interest	39

Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds:

Net other postemployment benefits (OPEB) obligations	(143,207)
Compensated absences	1,974
Claims and judgments	(386)
Landfill closure costs	1,543
Pension expense	88,100

Some revenues for governmental activities do not provide current financial resources and are not reported as revenues for governmental funds.	(129)
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Loss on transfer of capital assets to other governments.	(28,069)
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Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of the internal service funds are included in governmental activities.

11,296

Change in net position - governmental activities	\$ <u>9,138</u>
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See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

General Fund Statement of Revenues, Expenditures and Changes in Fund Balances Budget to Actual (Non-GAAP Budgetary Basis)

For the year ended December 31, 2021

(In thousands of dollars)

	Non-GAAP budgetary basis			Variance
	Original Budget	Final Budget	Actual	Positive (Negative)
Revenues:				
Revenue Per Budget Law, less Rollback	\$ 693,341	693,341	735,252	41,911
Sales Tax	13,500	13,500	15,024	1,524
Total revenues and other sources, non-GAAP budget basis	<u>\$ 706,841</u>	<u>706,841</u>	<u>750,276</u>	<u>43,435</u>
Reconciliation to GAAP basis:				
To record net change in taxes receivable and deferred revenue			(2,861)	
Indirect cost reimbursements recorded as revenues for budgetary purposes			<u>(8,637)</u>	
Total adjustment to GAAP basis			<u>(11,498)</u>	
Total revenues and other sources, GAAP basis			<u><u>738,778</u></u>	
Expenditures:				
Board of Commissioners	\$ 4,016	4,016	3,266	750
Clerk to the Commission	1,107	1,107	956	151
County Manager	4,233	4,233	3,893	340
County Auditor	1,195	1,227	1,133	94
Community Development	9,052	9,052	8,295	757
External Affairs	3,463	3,463	3,204	259
Arts & Culture	4,570	4,693	3,958	735
Senior Services	21,874	21,874	19,694	2,180
Diversity and Civil Rights Compliance	1,593	1,593	1,254	339
Finance	7,471	7,471	6,485	986
Human Resources	5,636	5,636	5,385	251
Information Technology	29,834	29,834	24,369	5,465
Purchasing	4,070	4,070	3,228	842
County Attorney	3,651	3,651	3,651	—
Child Attorney	2,693	2,693	2,438	255
Tax Assessor	20,630	20,630	17,022	3,608
Tax Commissioner	15,637	15,637	15,138	499
Registration and Elections	10,010	16,765	14,940	1,825
Ryan White	139	139	38	101
Police	6,061	7,111	5,890	1,221
Sheriff	122,783	122,783	121,438	1,345
Emergency services - 911	3,527	3,527	3,227	300
Emergency Management	5,429	5,429	5,078	351
Medical Examiner	5,308	5,308	4,720	588
Solicitor General	10,742	10,742	9,570	1,172

See accompanying notes to the financial statements.

(continued)

FULTON COUNTY, GEORGIA

General Fund Statement of Revenues, Expenditures and Changes in Fund Balances Budget to Actual (Non-GAAP Budgetary Basis)

For the year ended December 31, 2021

(In thousands of dollars)

	Non-GAAP budgetary basis			Variance
	Original Budget	Final Budget	Actual	Positive (Negative)
Juvenile Court	15,675	15,661	15,425	236
Probate Court	4,043	4,043	3,897	146
County Marshal	6,633	6,633	6,211	422
State Court-General	8,180	8,180	7,209	971
State Court Judges	5,787	5,892	5,541	351
Magistrate Court	3,646	3,791	3,555	236
Superior Court-General	22,412	22,412	21,218	1,194
Superior Court Judges	8,007	8,219	8,165	54
Clerk of Superior Court	21,122	21,122	20,065	1,057
District Attorney	25,567	26,347	25,476	871
Public Defender	19,906	19,906	17,176	2,730
Real Estate and Asset Management	32,676	32,676	30,932	1,744
Public Works	500	500	450	50
Family and Children Services	1,685	1,685	934	751
Library	29,830	29,830	26,294	3,536
Fulton-DeKalb Hospital Authority (Grady Hospital)	61,905	61,905	61,904	1
Fulton County Board of Health	10,430	10,375	10,375	—
Behavioral Health	15,838	15,838	12,894	2,944
Non-Agency	201,790	192,657	161,300	31,357
Total expenditures and other uses, non-GAAP budget basis	<u>\$ 800,356</u>	<u>800,356</u>	<u>727,291</u>	<u>73,065</u>
Reconciliation to GAAP basis - to record net effect of unrecorded liabilities			(2,044)	
Expenditures incurred on behalf of reimbursing funds for indirect costs			<u>(8,637)</u>	
Total expenditures and other uses, GAAP basis			<u>\$ 716,610</u>	
Total change in fund balance	\$ (93,515)	(93,515)	22,168	115,683
Beginning fund balance	<u>226,934</u>	<u>226,934</u>	<u>236,160</u>	<u>9,226</u>
Ending fund balance	<u>\$ 133,419</u>	<u>133,419</u>	<u>258,328</u>	<u>124,909</u>

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA
American Rescue Plan
Statement of Revenues, Expenditures and Changes in Fund Balances
Budget and Actual (Non-GAAP Budget Basis)

For the year ended December 31, 2021
(In thousands of dollars)

	Non-GAAP budget basis			Variance
	Original Budget	Final Budget	Actual	Positive (Negative)
Revenues:				
Revenue per Budget Law				
Total revenues and other sources, non-GAAP budget basis	\$ 13,082	49,792	103,350	—
Reconciliation to GAAP basis:				
To record unearned revenue			(67,654)	
Total adjustment to GAAP basis			(67,654)	
Total revenues and other sources, GAAP basis			\$ 35,696	
Expenditures and other uses:				
Administration	\$ —	1,532	1,324	—
Public Safety	—	3,289	1,919	1,370
Legal	—	12,776	4,945	7,831
Social Services	13,082	24,065	16,078	7,987
Health services	—	4,761	1,943	2,818
Non-Agency	—	3,369	3,369	(0)
Total expenditures and other uses, non-GAAP budget basis	\$ 13,082	49,792	29,577	—
Reconciliation to GAAP basis - to record net effect of unrecorded liabilities			6,119	
Total expenditures and other uses, GAAP basis			\$ 35,696	
 Total change in fund balance	\$ —	—	—	—
Beginning fund balance	—	—	—	—
Ending fund balance	\$ —	—	—	—

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Net Position Proprietary Funds

December 31, 2021

(In thousands of dollars)

Assets	Business Type Activities - Enterprise Funds			Governmental Activities- Internal Service Funds
	Water and sewerage system fund	Other Enterprise funds	Total Enterprise Funds	
Current assets:				
Cash and cash equivalents	\$ 97,267	6,131	103,398	78,694
Accounts receivable, net	12,834	—	12,834	—
Due from other governments, net	7,095	—	7,095	—
Other current assets	—	—	—	5,340
Restricted assets:				
Cash and cash equivalents	113,141	—	113,141	—
Investments	135,020	—	135,020	—
Interest receivable	19	—	19	—
Total current assets	<u>365,376</u>	<u>6,131</u>	<u>371,507</u>	<u>84,034</u>
Noncurrent assets:				
Investment in joint venture	63,573	—	63,573	—
Nondepreciable capital assets	209,534	27,909	237,443	—
Depreciable capital assets (net of accumulated depreciation)	<u>1,087,282</u>	<u>5,789</u>	<u>1,093,071</u>	<u>—</u>
Total noncurrent assets	<u>1,360,389</u>	<u>33,698</u>	<u>1,394,087</u>	<u>—</u>
Total assets	<u>1,725,765</u>	<u>39,829</u>	<u>1,765,594</u>	<u>84,034</u>
Deferred Outflows of Resources				
Deferred charge on refunding of bonds	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total deferred outflows of resources	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Net Position (continued)
Proprietary Funds

December 31, 2021

(In thousands of dollars)

Liabilities and Net Position	Business Type Activities - Enterprise Funds			Governmental Activities- Internal Service Funds
	Water and sewerage system fund	Other Enterprise funds	Total Enterprise Funds	
Liabilities:				
Current liabilities (payable from current assets):				
Accounts payable & accrued expenses	\$ 4,200	441	4,641	1,645
Accrued liabilities	645	—	645	—
Due to others	—	—	—	—
Claims payable	—	—	—	8,670
	<u>4,845</u>	<u>441</u>	<u>5,286</u>	<u>10,315</u>
Current liabilities (payable from restricted assets):				
Contracts and other payables	17,045	—	17,045	—
Revenue bonds payable - current	19,718	—	19,718	—
Unearned revenue	467	—	467	—
	<u>37,230</u>	<u>—</u>	<u>37,230</u>	<u>—</u>
Total current liabilities	<u>42,075</u>	<u>441</u>	<u>42,516</u>	<u>10,315</u>
Non-current liabilities:				
Revenue bonds payable - noncurrent	626,705	—	626,705	—
Other long-term liabilities	1,696	—	1,696	—
Total non-current liabilities	<u>628,401</u>	<u>—</u>	<u>628,401</u>	<u>—</u>
Total liabilities	<u>670,476</u>	<u>441</u>	<u>670,917</u>	<u>10,315</u>
Deferred Inflows of Resources				
Deferred gain on refunding	4,542	—	4,542	—
Total deferred inflows of resources	<u>4,542</u>	<u>—</u>	<u>4,542</u>	<u>—</u>
Net Position:				
Net investment in capital assets	876,130	33,698	909,828	—
Restricted for debt retirement	22,424	—	22,424	—
Unrestricted	152,193	5,690	157,883	73,719
Total net position	<u>\$ 1,050,747</u>	<u>39,388</u>	<u>1,090,135</u>	<u>73,719</u>

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Funds

For the year ended December 31, 2021

(In thousands of dollars)

	Business Type Activities - Enterprise Funds			Governmental Activities- Internal Service Funds
	Water and sewerage system fund	Other Enterprise funds	Total Enterprise Funds	
Operating revenues:				
Charges for services	\$ —	14,597	14,597	136,889
Water and sewerage charges	155,474	—	155,474	—
Total operating revenues	155,474	15,171	170,645	136,889
Operating expenses:				
Administrative and general	5,578	249	5,827	21,117
Depreciation and amortization	37,277	260	37,537	—
Personal services	22,926	841	23,767	—
Contractual services	36,383	10,841	47,224	104,476
Operating services	15,392	34	15,426	—
Total operating expenses	117,556	12,225	129,781	125,593
Operating income (loss)	37,918	2,946	40,864	11,296
Non-operating revenues (expenses):				
Loss on investment in joint venture	(641)	—	(641)	—
Interest income	16	—	16	—
Interest expense	(17,455)	—	(17,455)	—
Total non-operating revenues (expenses)	(18,080)	—	(18,080)	—
Income (loss) before contributions and transfers	19,838	2,946	22,784	11,296
Capital contributions	3,858	—	3,858	—
Change in net position	23,696	2,946	26,642	11,296
Net position at beginning of year	1,027,051	36,442	1,063,493	62,423
Net position at end of year	\$ 1,050,747	39,388	1,090,135	73,719

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Cash Flows
Proprietary Funds

For the year ended December 31, 2021

(In thousands of dollars)

	Business Type Activities - Enterprise Funds			Governmental
	Water and sewerage system fund	Other Enterprise funds	Total Enterprise Funds	Activities- Internal Service Funds
Cash flows from operating activities:				
Receipts from customers and users	\$ 153,721	23,644	177,365	138,928
Payments to suppliers	(54,513)	(19,590)	(74,103)	(129,955)
Payments to employees	(22,990)	(825)	(23,815)	—
Net cash provided by operating activities	<u>76,218</u>	<u>3,229</u>	<u>79,447</u>	<u>8,973</u>
Cash flows from capital and related financing activities:				
Principal and interest payments on revenue bonds	(176,584)	—	(176,584)	—
Proceeds from sale of revenue bonds with premiums	120,364	—	120,364	—
Payments for bond issuance costs	(175)	—	(175)	—
Additions to capital assets	(105,511)	(194)	(105,705)	—
Net cash used by capital and related financing activities	<u>(161,906)</u>	<u>(194)</u>	<u>(162,100)</u>	<u>—</u>
Cash flows from investing activities:				
Purchase of investments	(135,020)	—	(135,020)	—
Interest received on investments	20	—	20	—
Net cash provided by investing activities	<u>(135,000)</u>	<u>—</u>	<u>(135,000)</u>	<u>—</u>
(Decrease) increase in cash and cash equivalents	(220,688)	3,035	(217,653)	8,973
Cash and cash equivalents at beginning of year	431,096	3,096	434,192	69,721
Cash and cash equivalents at end of year	<u>\$ 210,408</u>	<u>6,131</u>	<u>216,539</u>	<u>78,694</u>
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:				
Operating income (loss)	\$ 37,918	2,946	40,864	11,296
Adjustments to reconcile operating (loss) income to net cash provided by (used in) operating activities:				
Depreciation and amortization	37,277	260	37,537	—
Changes in assets and liabilities:				
Changes in customer receivables - net	(1,085)	—	(1,085)	—
Other assets	—	—	—	2,210
Change in due from other governments - net	(668)	8,473	7,805	—
Accounts and claims payable and accrued liabilities	145	(8,450)	(8,305)	(4,533)
Accrued liabilities	(64)	—	(64)	—
Change in deferred outflows (gain on refunding)	4,542	—	4,542	—
Contractual and other payables	(1,847)	—	(1,847)	—
Net cash provided by (used in) operating activities	<u>\$ 76,218</u>	<u>3,229</u>	<u>79,447</u>	<u>8,973</u>
Non-cash transactions:				
Unrealized gain (loss) on investments	\$ 1	—	—	—
Donated capital assets contributed by outside sources	3,858	—	—	—
Gain (loss) on investment in joint venture	(641)	—	—	—

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Fiduciary Net Position Fiduciary Funds

December 31, 2021

(In thousands of dollars)

	Pension and OPEB	Custodial
Assets:	Trust Funds	Funds
Cash and cash equivalents	\$ 24,524	151,994
Due from Brokers for Securities Sold	3,740	—
Investments, at fair value:		
US Treasury Obligations	192,479	—
US Agency Obligations	70,075	—
Municipal bonds	4,327	—
International Comingled funds	82,454	—
Corporate debt	82,147	—
Corporate asset & mortgage backed securities	17,029	—
Bank loans	75,889	—
Global fixed income mutual funds	78,871	—
Emerging markets equity mutual funds	85,221	—
Domestic equities	431,263	—
Domestic equity index funds-Comingled trust	247,325	—
Domestic equity funds	52,528	—
Domestic fixed income mutual funds	14,434	—
Foreign Government/Agency debt	732	—
International equities	15,512	—
International equity mutual funds	191,891	—
Taxes receivable (net of allowance)		178,900
Interest and dividends receivable	1,496	—
Accounts receivable	91	—
Prepaid pension benefits	12,891	—
Due from Others	—	—
Total assets	<u>1,684,919</u>	<u>330,894</u>
Liabilities:		
Due to Brokers for Securities Purchased	10,578	—
Due to other taxing districts	—	241,071
Due to others	727	89,823
Total liabilities	<u>11,305</u>	<u>330,894</u>
Net Position:		
Net Position restricted for pension benefits	1,664,994	—
Net Position restricted for OPEB	8,620	—
Net Position restricted for other governments	—	—
Total net position	<u>\$ 1,673,614</u>	<u>—</u>

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Statement of Changes in Fiduciary Net Position Fiduciary Funds

For the year ended December 31, 2021

(In thousands of dollars)

	Pension and OPEB Trust Funds	Custodial Fund
Additions:		
Investment income:		
Net appreciation in fair value of investments	\$ 157,736	—
Interest and dividends	42,657	—
Less: investment expenses	(4,841)	—
Net investment gain	195,552	—
Employee contributions	600	—
Employer contributions	71,954	—
Other income	96	—
Taxes collected for other government agencies	—	2,682,457
Court fees collected for other agencies and individuals	—	277,572
Total additions	268,202	2,960,029
Deductions:		
Benefit payments	148,872	—
Transfer of plan assets to 401(A) plan or other plans	1,303	—
Administrative fees and other expenses	649	—
Payment of taxes to other government agencies	—	2,682,457
Court payments to other agencies and individuals	—	277,572
Total deductions	150,824	2,960,029
Change in net position	117,378	—
Net position -		
Beginning of year	1,556,236	—
End of year	\$ 1,673,614	—

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Combining Statement of Net Position

Component Units

December 31, 2021

(in thousands)

	Component Unit	Component Unit	
	Fulton County Board of Health	Fulton-DeKalb Hospital Authority	Total
Assets:			
Cash and cash equivalents	\$ 7,311	215,786	223,097
Receivables (net of allowances):			
Accounts		182,422	182,422
Due from other governments, net	7,467	14,300	21,767
Other current assets		118,111	118,111
Restricted assets:			
Cash and cash equivalents	—	97,075	97,075
Capital assets (non-depreciable)	—	171,619	171,619
Capital assets (net of accumulated depreciation)	571	508,013	508,584
Other non-current assets	—	222,805	222,805
	<u>15,349</u>	<u>1,530,131</u>	<u>1,545,480</u>
Total assets			
Deferred Outflows of Resources:			
Pension related deferred outflows	—	5,089	5,089
	<u>—</u>	<u>5,089</u>	<u>5,089</u>
Total deferred outflow of resources			
Liabilities:			
Accounts payable and accrued expenses	341	233,039	233,380
Due to others	2,930	—	2,930
Claims payable	—	48,750	48,750
Liabilities (payable from restricted assets):			
Unearned revenue	696	—	696
Non-current liabilities:			
Due within one year	—	66,851	66,851
Due in more than one year	—	237,879	237,879
	<u>3,967</u>	<u>586,519</u>	<u>590,486</u>
Total liabilities			
Deferred Inflows of Resources:			
Pension related deferred inflows	—	8,752	8,752
	<u>—</u>	<u>8,752</u>	<u>8,752</u>
Total deferred inflow of resources			
Net Position:			
Net investment in capital assets	571	648,158	648,729
Restricted for debt retirement	—	88,693	88,693
Restricted for construction	—	32,490	32,490
Restricted for other purposes	4,408	29,861	34,269
Unrestricted	6,403	140,747	147,150
	<u>11,382</u>	<u>939,949</u>	<u>951,331</u>
Total net position (deficit)	\$		951,331

See accompanying notes to the financial statements.

FULTON COUNTY, GEORGIA

Combining Statement of Activities

Component Units

For the year ended December 31, 2021

(In thousands of dollars)

Functions/Programs	Program revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Fulton County Board of Health	Fulton-DeKalb Hospital Authority	Total
Component units							
Fulton County Board of Health	42,820	11,598	34,710	—	3,488	—	3,488
Fulton-DeKalb Hospital Authority (Grady)	1,471,313	1,496,959	21,584	15,871	—	63,101	63,101
Total component units	1,514,133	1,508,557	56,294	15,871	3,488	63,101	66,589
General revenues:							
Intergovernmental not restricted for specific programs					—	55,435	55,435
Use of money and property					—	5,252	5,252
Miscellaneous					—	37,247	37,247
Total general revenues					—	97,934	97,934
Change in net position					3,488	161,035	164,523
Net position-beginning					7,894	778,914	786,808
Net position (deficit) - ending					\$ 11,382	939,949	951,331

See accompanying notes to the financial statements.

NOTES TO THE FINANCIAL STATEMENTS

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies

The financial statements of Fulton County, Georgia (the “County”) have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) as applicable to government units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The County’s significant accounting policies are described below:

(a) *Financial Reporting Entity*

The County was created by Legislative Act in 1853 and operates under the appointed County management and County Commission (seven members) form of government. As required by GAAP, the financial statements of the financial reporting entity present the County (the primary government) and its component units. The component units discussed below are included in the County’s reporting entity because of the significance of their operational or financial relationships with the County.

In conformity with accounting principles, as set forth in GASB Statement No. 61, *The Financial Reporting Entity: Omnibus—an amendment of GASB Statements No. 14 and No. 34*, the financial statements of the component units have been included as blended component units with the exception of the Fulton-DeKalb Hospital Authority and the Fulton County Board of Health, which are presented in separate columns from the County’s financial information to emphasize that it is legally separate from the County.

Blended Component Units - The Fulton County Building Authority (the “Building Authority”) is governed by a board which is comprised solely of members appointed by the County’s Board of Commissioners. Although it is legally separate from the County’s Board of Commissioners, the Building Authority is reported as if it were a part of the primary government because its sole purpose is to finance and construct County public buildings. This entity no longer has any outstanding bonded debt.

The Fulton County Facilities Corporation was created in 1999 as a public purpose, non-profit corporation, organized and existing under the laws of the State of Georgia. It was organized for the purpose, among others, of promoting and assisting the County in acquiring and constructing capital projects. The Facilities Corporation is governed by a five member Board of Directors comprised of three members of the existing Fulton County Board of Commissioners, the County Manager, and the County Finance Director. While legally separate from the County’s Board of Commissioners, the Facilities Corporation is reported as if it were a part of the primary government. No debt is outstanding nor anticipated.

The Fulton County Urban Redevelopment Agency was created in 2010 is also governed by a board which is comprised solely of members of the Board of Commissioners. It is reported as if it were a part of the primary government, as its sole purpose is to finance and construct redevelopment projects within designated urban areas as allowed under Georgia code. Complete financial statements for these entities can be obtained at the following address:

Fulton County
Suite 7001, 141 Pryor Street S.W.
Atlanta, Georgia 30303

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

Discretely Presented Component Units - The Fulton-DeKalb Hospital Authority (the “Hospital Authority”) is governed by a ten-member board, of which seven members are appointed by the Fulton County Board of Commissioners. Fulton County provided \$60.6 million in funding to the Hospital Authority during 2021, of which \$17.6 million was paid for debt service to the trustee.

Effective June 1, 2008, the Hospital Authority entered into a Lease and Transfer Agreement with the Grady Memorial Hospital Corporation (“GMHC”), a 501(c)(3) not-for-profit health system formed on March 17, 2008. Due to the fact that GMHC is closely related to and financially integrated with the Hospital Authority, GMHC is considered to be a component unit of the Hospital Authority and is included as a discretely presented component unit in the combined financial statements of the Hospital Authority. Separate financial statements may be obtained from the Chief Financial Officer, Grady Memorial Hospital Corporation, 80 Jesse Hill, Jr., Drive, S.E., Administrative Offices, Atlanta, Georgia 30303.

The key terms and conditions associated with the Agreement include the following. The Hospital Authority will receive monthly lease payments to the Hospital Authority from GMHC. The GMHC assumed liabilities of the Hospital Authority related to its former operation of Grady and related facilities. In exchange for the lease payments and assumption of liabilities, the Hospital Authority transferred to GMHC all of the Hospital Authority’s right, title and interest in the operation assets of Grady and related facilities. The Operating Agreements define the obligations of the Hospital Authority with respect to (principally) the provision of indigent care to the citizens of the Counties, in exchange for related ongoing funding that the Counties provide. The Hospital Authority is obligated to remit directly to GMHC all such funds the Hospital Authority receives from the Counties.

Certain assets and obligations of the Hospital Authority were excluded from the Agreement. Specifically, the Hospital Authority retained certain assets and obligations related to its sponsorship of The Fulton-DeKalb Hospital Authority Employee Pension Plan (the Plan – a frozen plan effective May 19, 2008) and pre-existing hospital revenue bond issued. Complete financial statements of the Hospital Authority can be obtained from its administrative offices at the following address:

Fulton DeKalb Hospital Authority, Chief Financial Officer
145 Edgewood Ave. SE, 2nd floor,
Administrative Offices
Atlanta, Georgia 30303

Pursuant to House Bill 885 of the Georgia State Legislature, the Fulton County Board of Health (FCBOH) began providing County wide health care services previously provided by the Fulton County Health Department. The FCBOH contracted with Fulton County for employees and support services under an intergovernmental agreement that can extend up to 50 years or until the entity assumes full functionality of internal services. The Fulton County Board of Commissioners appoints four of the seven members of the Fulton County Board of Health. The County paid the Fulton County Board of Health approximately \$10.4 million during calendar year 2021 for provision of these health services. Fulton County continues to serve a variety of significant support services as deemed necessary by both parties without any reimbursement.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

Actual personnel costs of County employees directly contracted with the Board of Health, contractors, vendors and other payments incurred on behalf of the Board of Health are administered by the County and accounted for as a contractual service fund in the County's financial statement. The financial statements presented for the Fulton County Board of Health represent the 12 months ending June 30, 2021. This support provides a basis to categorize the Fulton County Board of Health as a discretely presented component unit.

The County's Board of Commissioners are also responsible for appointing the members of the boards of a number of other organizations, including the Hospital Authority of Fulton County and the Fulton County Housing Authority, but the County's accountability for these organizations does not extend beyond making the appointments.

Joint Ventures

City of Atlanta and Fulton County Recreation Authority - The County is a one-third joint venture partner with the City of Atlanta, Georgia (two-thirds share) in the City of Atlanta and Fulton County Recreation Authority (the "Recreation Authority"), which is comprised of the Atlanta Zoo and the Stadium/Arena Authority. Both the City and the County appoint members to the Recreation Authority Board according to their share of the joint venture. Neither the City nor the County exercises direct control over the ongoing operations of the Recreation Authority, which is administered by its Board and is a component unit of the City of Atlanta.

The County, under a separate guarantor agreement, pays annual debt service for the 2007 Recreation Authority Atlanta Zoo bonds with approximately three-fourths participation from the City of Atlanta, and one-fourth participation from Fulton County, and that obligation is presented in the long-term debt footnote as an intergovernmental liability of \$516 as of December 31, 2021. Complete financial statements for the Recreation Authority are available below.

Atlanta Fulton County Recreation Authority
State Farm Arena
1 State Farm Drive
Atlanta, Georgia 30303

Atlanta Regional Commission - The County is a joint venture partner with the Atlanta Regional Commission based on GASB Statement No. 61. Under Georgia law, the County, in conjunction with other cities and counties in the ten county metropolitan Atlanta, Georgia area, is a member of the Atlanta Regional Commission (ARC). Membership in a regional commission is required by O.C.G.A. 50-8-34 which provides for the organization structure of regional commissions in Georgia. The County paid dues in the amount of \$862 to the ARC for the year ended December 31, 2021. The regional commission's Board membership includes the chief elected official of each county and municipality of the area. O.C.G.A. 50-8-39 provides that the member governments are liable for any debts or obligations of a regional commission. Complete financial statements of the Atlanta Regional Commission may be obtained at the address below:

Atlanta Regional Commission
40 Courtland Street, N.E.
Atlanta, Georgia 30303

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

Atlanta-Fulton County Water Resources Commission - The Atlanta-Fulton County Water Resource Commission is a joint venture between the County and the City of Atlanta for the construction and operation of a water treatment facility in north Fulton County. The County and the City share equally the costs of construction of the plant, and each is entitled to receive 50% of the total water supply treated by the plant or 50% of the plant's capacity, whichever is greater. The costs of operation of the plant were borne pro rata by the City and the County on the basis of water delivered to each party. The County incurred charges of approximately \$5.7 million in 2021 for water produced at this facility, which is classified as an operating cost to the Fulton County Water & Sewerage System.

The Atlanta-Fulton County Water Resources Commission is governed by a seven-member management commission, three members of the Commission are appointed by the City, three are appointed by the County, and one independent member is elected by the vote of the other members. Both the City and County approve the annual budget of the Commission.

At December 31, 2021, the County's share of the depreciated cost of the facility is shown as "Investment in joint venture" in the accompanying statement of net position.

Complete financial statements for the Atlanta-Fulton County Water Resource Commission can be obtained from the following respective administrative office:

Atlanta-Fulton County Water Resource Commission
9750 Spruill Road
Alpharetta, Georgia 30022

(b) Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the County and its component units. Eliminations have been made to minimize the double-counting of internal activities, but interfund services provided and used are not eliminated but shown as the internal services activities. Government-wide financial statements do not provide information by fund, but distinguish between the county's governmental activities and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions, and reported separately from business-type activities. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Net Position presents the County's non-fiduciary assets and liabilities, with the difference reported as net position. This net position is reported in three categories:

Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding debt that is attributable to the acquisition, construction, and improvement of those assets. The outstanding debt is offset by any unspent proceeds from such debt.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

Restricted net position results from restrictions placed on net position by external sources such as creditors, grantors and contributors, or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of net position which does not meet the definition of the two preceding categories.

The Statement of Activities presents a comparison between direct expenses and program revenues for the different business type activities of the County and for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Administrative overhead charges are included in direct expenses for the business-type activities. Some functions, such as general government and administration include expenses that are in essence indirect expenses of other functions. The County has elected not to charge all of these indirect expenses to other functions. Program revenues include (1) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function.

Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and the major individual enterprise fund are reported as separate columns in the fund financial statements; non-major funds are combined in a single column.

(c) *Measurement Focus, Basis of Accounting, and Financial Statement Presentation*

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary and fiduciary fund financial statements. Custodial fund financial statements also use the economic resources measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenue in the year in which the levy is assessed. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Property taxes, sales taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as receivables in the current fiscal period.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

All other revenue items are considered to be measurable and available only when cash is received by the County. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to non-vested unmatured sick pay, compensated absences and other long-term commitments and contingencies are recorded only when payment is due. In accordance with GASB Statement No. 33, "Accounting and Financial Reporting for Nonexchange Transactions," the corresponding assets (receivables) in non-exchange transactions are recognized in the period in which the underlying exchange occurs, when an enforceable legal claim has arisen, when all eligibility requirements have been met, or when resources are received, depending on the revenue source.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for the enterprise funds and the internal service funds include the cost of sales and services, administrative expenses, and depreciation of capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. The generally accepted accounting principles applicable are those similar to business in the private sector.

Fiduciary funds are used to account for assets held by the County in a trustee capacity or as an agent for individuals, other governmental units, and/or other funds.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as they are needed.

The County reports the following major governmental funds:

General Fund

The General Fund is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

American Rescue Plan Fund

The American Rescue Plan Act passed Congress in 2021 to continue funding to local governments to assist with the financial effects of Covid-19. \$103.3 million received in May of 2021, while an additional \$103.3 was received subsequently in June of 2022. \$67.7 million of these funds received in 2021 are recorded as unearned revenue as of December 31, 2021, as not all these funds were expended by year end.

Library Bond Fund

This capital project fund primarily consists of the 2008 voter approved bond issuances of \$167 million in 2010 and \$104 million in 2017, which is for construction of new and renovation of existing library facilities.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

The County reports the following major proprietary fund:

Water and Sewerage System Fund

The Fulton County, Georgia Water and Sewerage System Fund (the “System”) accounts for the provision of water and sewerage services to individuals, organizations, and other governmental units within Fulton County (the “County”), except for those areas of the County serviced by the City of Atlanta and other small municipalities. Additionally, the System sells water and treatment plant capacity to neighboring jurisdictions at contractually established rates. All revenues from sources applicable to such services and all expenses incurred in the provision of such services are recorded in the accounts of the System.

The County reports four non-major proprietary funds:

Fulton County Airport-Brown field

The Fulton County, Georgia Airport Fund (the “fund”) accounts for the provision of services to tenants and the public for the operation of Brown field. These services include maintenance of all buildings, access roads, runway, ramps, hangars and parking lots. Collections of rentals are restricted to use for services for the airport.

Wolf Creek Amphitheater

Wolf Creek Amphitheater fund accounts for the operations of a world-class event venue located in South Fulton County. Outdoor music concerts, plays, performances and festivals are offered from May through October.

Contractual Service fund-Fulton County Board of Health

The County entered into an intergovernmental agreement with the newly established Fulton County Board of Health to provide both personnel effort and administrative support for actual costs incurred. This fund which recorded the payroll and fringe benefit expenses incurred and revenues earned from providing these services is now complete and will close out in 2022.

Contractual Service fund-City of South Fulton

The County entered into an intergovernmental agreement with the City of South Fulton to provide a complement of municipal services for a set fee with varying expected expiration dates for each functional service. This fund records the expenses incurred and revenues earned from providing these services, all of which finalized throughout 2019 except for final accounting and reconciliation of amounts due or payable with the County.

The County reports the following fiduciary funds:

Fulton County Employees’ Retirement System

The fund accounts for accumulated resources for the County’s defined benefit pension payments to qualified County employees.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

Fulton County Other Post-Employment Benefits Fund

The fund accounts for accumulated resources for post-employment health benefits to qualified County employees.

Custodial Funds

Custodial Funds account for the assets held by the Tax Commissioner, Superior, State, Juvenile and Probate courts, the Sheriff and Criminal court and the District Attorney, or its elected officials, in a trustee capacity for individuals, governmental units, and/or other funds.

The County reports the following other fund types:

Internal Service funds

Internal service funds account for self-insured health activities, vehicle maintenance and repair, risk management services, and other activities provided to other departments of the County on a cost reimbursement basis.

(d) *Cash, Cash Equivalents, and Investments*

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Investments are reported at fair value based on quoted market values. Interest income on investments is accrued as earned. The net appreciation (depreciation) in the fair value of investments is based on the valuation of investments as of the balance sheet date.

(e) *Inventories*

Inventories of the government funds are recorded as expenditures at the time of purchase (purchase method). Inventories of the Hospital Authority, which are primarily pharmaceuticals and supplies, are valued at the lower of cost or market. Cost is determined on an average cost basis for supplies and first in, first out basis for pharmaceuticals.

(f) *Interfund Receivables/Payables*

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables are classified as "due from other funds" and the payables as "due to other funds" on the governmental financial statements but are eliminated in the government-wide financial statements.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

(g) Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are generally defined as assets with an individual cost in excess of \$5,000 for equipment or \$100,000 for all other assets, and a useful life in excess of one year. Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets, donated works of art or capital assets acquired through a service concession arrangement, are recorded at their acquisition value at the date of donation. General infrastructure assets consist of the road network that were acquired or that received substantial improvements subsequent to January 1, 1980 and are reported at estimated historical cost using various industry and trade cost data combined with actual information maintained at the County. The majority of the roadway network infrastructure has been transferred to municipal governments throughout the County.

The cost of normal maintenance and repairs that do not add to the value of the asset or that materially extend assets lives are not capitalized. Net interest cost incurred during the construction of facilities is capitalized as part of the cost of such facilities for business-type activities. No such capitalized interest was incurred in 2021.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Life</u>
Buildings and related improvements	40 years
Plant and related components	50 years
Intangible assets	28-40 years
Roadway networks and related infrastructure	20-50 years
Equipment	2-10 years

Property under capital leases is stated at the lower of the present value of the minimum lease payments or the fair market value at the inception of the lease. Once placed in use, such property is amortized on the straight-line basis over the shorter of the economic useful life of the asset or remaining lease term.

The County initially paid \$58 million with neighboring Cobb County, Georgia in 2003 for the purchase of long-term wastewater treatment capacity at the R.L. Sutton wastewater treatment plant and the adjoining underground conveyance system. An additional \$6.5 million was added during fiscal 2021. The County previously incurred \$99.9 million in similar capital costs through facilities owned by the City of Atlanta. The County will share in the cost of annual capital improvements at these facilities on a pro rata basis are included within the capital asset disclosure of the Water and Sewerage System fund. These assets are being depreciated over 28 years for the Atlanta facilities and 40 years for the Cobb County facilities, utilizing the straight-line method. Depreciation of these intangible assets approximated \$5.6 million for 2021 and is classified as an operating cost on the Statement of Revenues, Expenses and Changes in Net Position - Proprietary funds. The balance at December 31, 2021 is approximately \$97.9 million.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

The government maintains certain collections of art which have not been capitalized as they are (1) held for public exhibition, education, or research in furtherance of public service rather than financial gain, (2) protected, kept unencumbered, cared for and preserved, and (3) subject to policy that requires the proceeds from any sales of collection items to be used to acquire other items for the collection.

(h) *Bond Premiums and Discounts/Debt Issuance Costs*

Bond premiums or discounts are deferred and amortized over the term of the debt. Bond debt issuance costs are expenses as incurred to comply with new Governmental Accounting Reporting Requirement Statement No. 65. Bond premiums or discounts are also now presented separate from the face value of the outstanding debt, and classified as Deferred Outflows of Financial Resources on the Statement of Net Position on page 15.

(i) *Restricted Assets*

Certain proceeds of Enterprise Fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets because their use is limited by bond covenants.

(j) *Deferred Outflows/Inflows of Resources-Governmental funds*

Deferred outflows of resources represent a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then. The County has one item that qualifies for reporting in this category – the deferred charge on refunding reported in the enterprise funds and government-wide statements of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is no longer reported net of debt and is deferred and amortized over the shorter of the life of the refunded bonds.

Deferred inflows of resources represent an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The County has unavailable revenue, which arises only under the modified accrual basis of accounting, which qualifies for reporting in this category on the governmental funds balance sheet.

The following amounts are deferred and recognized as an inflow of resources in the period that the amounts become available, in thousands:

	General fund	South Fulton Special District fund	Debt Service fund	Total
Unavailable revenues				
Property taxes	\$ 16,422	418	283	17,123

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

(k) *Compensated Absences*

County employees upon separation are reimbursed for an accumulated annual vacation leave up to a maximum of 360 hours. Employees are not reimbursed for accumulated sick leave if terminated prior to retirement and is not reported in the accompanying financial statements. Nonexempt employees who work overtime can accrue compensatory leave for each overtime hour worked, up to a specified maximum. At separation, employees are paid for any accumulated compensatory leave and any earned holiday leave. Starting in 2007, the policy was amended so that exempt employees are no longer eligible to accrue compensatory time without executive management approval.

Liabilities for compensated absences other than sick leave are all considered long-term obligations of the County as amounts were not matured and payable at year-end. As a result, for governmental activities, the accrued compensation amounts are reported as a liability, but no liability is reported on the governmental fund statements.

Proprietary funds record accumulated vacation leave as an expense and liability as the benefits accrue. The liability for accumulated vacation leave is classified as noncurrent in the Proprietary Funds, as that portion which will be paid in the forthcoming year cannot be reasonably estimated. These liabilities are paid to employees generally from the fund that incurred their payroll cost at time of departure. The General fund currently pays the predominate share of these costs.

(l) *Estimated Claims Payable*

The liability for claims and judgments against the County, including the estimated liability for claims incurred but not reported at year-end has not matured as of year-end and as a result has been accrued in the government-wide statements, the Insurance Stabilization Fund and Risk Management Fund (Internal Service Funds); but no liability has been accrued in the governmental fund statements. These claims are not long term and will be paid within one year.

(m) *Net Patient Service Revenues*

The Hospital Authority reports net patient service revenue at the estimated net realizable amounts due from patients, third-party payors, and others for services rendered, including estimated retroactive revenue adjustments (if necessary) due to future audits, reviews, and investigations. Retroactive adjustments are considered in the recognition of revenue on an estimated basis in the period the related services are rendered, and such amounts are adjusted in future periods as adjustments become known or as years are no longer subject to such audits, reviews, and investigations.

(n) *Uncompensated Care*

The Hospital Authority provides care to patients who meet certain criteria under its charity and indigent care policy without charge or at amounts less than its established rates, based upon the patient's ability to pay. Because the Hospital does not pursue collection of amounts determined to qualify as charity and indigent care, they are not reported as revenue.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(1) Summary of Significant Accounting Policies (continued)

(o) Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

(2) Budgetary Accounting and Compliance

The County prepares its annual budgets on a non-GAAP basis. The major differences between the budget and GAAP are (1) revenues (principally property taxes, accounts receivable, grants, and interest receivables) are recorded when cash is received (budget) as opposed to when susceptible to accrual (GAAP); (2) Expenditures (principally payroll, workers' compensation, and purchases) are recorded when paid (budget) as opposed to when incurred (GAAP); (3) Debt service requirements due January 1, 2022 are recorded as expenditures in 2021 (budget) as opposed to 2022 when obligations are due (GAAP); (4) Utilized fund balance to meet balanced budget requirements is recorded as revenue on the budgetary basis statements but not in the governmental fund statement of revenues, expenditures and changes in fund balances-governmental funds.

The nature and amount of the adjustments necessary to convert the actual results of operations on a GAAP basis to the budgetary basis, which is a cash basis, as adjusted for specific accruals, are as follows for the County's two major funds (in thousands of dollars):

	<u>Net changes in fund balance</u>	
	<u>General Fund</u>	<u>American Rescue Fund</u>
GAAP basis	\$ 22,168	—
Adjustments to accruals:		
Tax revenues and receivables	2,861	—
Liabilities	(2,044)	—
Fund balance utilized	—	—
Budget basis	<u>\$ 22,985</u>	<u>—</u>

The County follows these budgetary procedures in establishing the budgetary data reflected in the accompanying financial statements:

- (1) Prior to November 15 of the preceding budget year, the County Manager, and the Chief Financial Officer, receives budget requests from County departments.
- (2) Hearings may be held by the County Manager to review budget requests, justifications, and recommendations.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(2) Budgetary Accounting and Compliance (continued)

- (3) By November 15, the County Manager presents a recommended budget for the fiscal year beginning the following January 1 to the Board of Commissioners. This budget includes recommended expenditures and estimated revenues to finance them and is published in accordance with O.C.G.A. requirements, and serves as the acting budget until the final budget is adopted.
- (4) A public hearing is held in December and the budget is legally adopted by the Board of Commissioners during a January meeting of the current budget year. A balanced budget is required by law.
- (5) The level of legal budgetary control (the level at which expenditures may not exceed appropriations) is at the department level with the following provisions:
 - (i) Departments, with the approval of the County Manager or designee, are authorized, with certain exceptions, to transfer amounts within departmental budgets.
 - (ii) Budget amendments that would increase total department appropriations, salary appropriations require Board approval.
- (6) Budgets are legally adopted for the two major funds, the General Fund and American Rescue Plan Fund. Formal budgetary integration is employed as a management control device during the year for these two funds. Budgets were also legally adopted for debt service fund and other special revenue funds for the fiscal year ending December 31, 2021. Project-length budgets are adopted upon approval for the capital project, including the major capital project fund for bond funded Library improvements and construction. Generally, annual adopted appropriations, encumbered and unencumbered, lapse at December 31. The Public and Mental Health services are now largely inactive and hold residual funds for accrued compensation payments with no annual budget necessary for this previously budgeted final payout.
- (7) Total appropriations for any fund may be increased if, during the year, sources of revenue become available to the County in excess of original anticipations, and these amounts are anticipated by the Budget Commission and subsequently appropriated by the Board of Commissioners. No supplemental appropriations were made during 2021.

(3) Cash and Investments – Primary Government

Fulton County's Investment Policy establishes the internal controls and guidelines to be followed in investing both the Liquidity and Investment portfolios for the County. The County believes that the restrictions and limitations imposed by the Investment Policy are prudent and minimize the risk associated with custodial credit risk, interest rate risk, and credit quality risk. County funds at all times are invested in conformity with the laws of the State of Georgia; along with bond ordinances and covenants, the Investment Policy and the Fulton County Finance department written procedures.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of a bank failure, the County's deposits may not be recovered. The County limits its exposure to custodial credit risk by requiring all deposits to be collateralized in accordance with state law.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Primary Government (continued)

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. As of December 31, 2021, the County's primary governmental and business type funds had the following investments:

December 31, 2021				
	Fair value	< 1 year	1-5 years	6-10 years
Fixed Income:				
US Agency Obligations	\$ 135,020	135,020	-	-
Fixed Income subtotal	135,020	135,020	-	-
Certificate of Deposits	10,000			
Money Market Funds	24,312			
Georgia Fund 1	710,964			
Total cash equivalents and investments	\$ 880,296			

State of Georgia statutes authorize the County to invest in direct obligations of the U.S. government, obligations insured or guaranteed by the U.S. government or a U.S. government agency, obligations of any corporation of the U.S. government, prime bankers' acceptances, obligations of the State of Georgia or other states, certain collateralized repurchase agreements, certain obligations of other political subdivisions of the State of Georgia and certain certificates of deposit. In accordance with its investment policy and bond covenants, the Water and Sewerage System fund manages its exposure to the risk of declines in fair values of investment by limiting the maturities of its investments to a maximum of three to five years for all construction and debt related accounts.

The Georgia Fund 1 is managed by the State of Georgia Office of the State Treasurer to maximize current income while preserving principal and providing daily liquidity. It is managed to maintain a constant net asset value of \$1.00 and a weighted maturity of 90 days or less. During 2021 and as of December 31, 2021, the County utilized Georgia Fund 1 as its primary investment vehicle.

Fair Value Measurement

GASB Statement No. 72, *Fair Value Measurement and Application*, enhances comparability of governmental financial statements by requiring fair value measurement for certain assets and liabilities using a consistent definition and accepted valuation techniques. The standard establishes a hierarchy of inputs used to measure fair value that prioritizes the inputs into three categories – Level 1, Level 2 and Level 3 inputs – considering the relative reliability of the inputs. The hierarchy gives the highest priority of unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted (unadjusted) prices in active markets for identical financial assets or liabilities that are accessible at the measurement date;

Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the financial asset or liability, either directly or indirectly;

Level 3 inputs are unobservable inputs for the financial asset or liability.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Primary Government (continued)

The level in the fair value hierarchy within which a fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. Local Government Investment Pools, such as Georgia Fund 1 are categorized as a Level 1, as are the money market funds, listed in the Interest Rate Risk chart on the previous page. Level 1 securities are valued using prices quoted in active markets for those securities, while Level 2 are subject to pricing by an alternate pricing source due to lack of information by a primary vendor. No Level 2 or 3 investments or securities were held in Primary government funds as of December 31, 2021.

Credit Quality Risk

Credit Quality Risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The \$24,312 in money market funds possess the highest quality short-term ratings. The \$710,964 in Georgia Fund 1 is rated AA+ and managed by the State of Georgia. The following is a summary of the carrying amounts of the cash, cash equivalents, and investments of the County's governmental and business-type activities at December 31, 2021 (in thousands of dollars):

Balances by category:	2021
Cash and deposits	\$ 198,849
Cash equivalents	735,276
Investments	145,020
	<u>\$ 1,079,145</u>
Balances as presented in the Statement of Net Position:	
Unrestricted activities:	
Cash and cash equivalents	\$ 820,984
Investments	10,000
Restricted activities:	
Cash and cash equivalents	113,141
Investments	135,020
	<u>\$ 1,079,145</u>

Cash and Investments – Fiduciary Funds

The Pension Trust Fund, reported as a fiduciary fund, is authorized by its approved policy, to invest, in addition to the County's other authorized investments, in corporate bonds and debentures which are not in default as to principal and interest. Additionally, the Pension Trust Fund can invest in corporate stock (common or preferred), provided that the total cost of such investments does not exceed 65% of the assets of the Pension Trust Fund.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of a bank failure, the Pension Trust fund's deposits may not be recovered. Fulton County uses a centralized cash disbursements account for all of its funds, including those of this fund. Although cash applicable to the Pension Trust Fund is delineated for financial reporting purposes, the portion of the corresponding bank account balance applicable to the Plan is not separately identifiable. The Policy of the Pension Trust fund is to ensure that pension liabilities are met when due. Assets are invested so as to provide for the solvency over time and to maximize the investment return within a reasonable level of risk. In accordance with the Official Code of Georgia Annotated Public Retirement System Investment Authority Law, Public Retirement Systems, adopted in the Pension plan policy as well, may invest in the following:

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Fiduciary Funds (continued)

- (a) Domestic stocks, including small, mid, and large market capitalization ranges;
- (b) International stocks including emerging markets;
- (c) U.S. Treasury Notes and Bonds, U.S. Government Agency Securities, Mortgage-Backed Securities such as Global fixed income mutual funds and Collateralized Mortgage-Backed securities (CMBS) non-agency issues which are fully collateralized by agency paper;
- (d) All other types of investments which are permitted under the Fulton County Employees' Retirement System Boards' enabling resolutions and Georgia law.

The following is a summary of the carrying amounts of the cash, cash equivalents and investments of the Fiduciary funds at December 31, 2021 (in thousands of dollars):

	2021		
	Pension Trust Fund	OPEB Trust Fund	Custodial Funds
Balances by category:			
Cash and cash equivalents	\$ 24,519	5	151,994
Investments	1,633,562	8,615	-
Due from Brokers for Securities Sold	3,740	-	-
Due to Brokers for Securities Purchased	(10,578)	-	-
	<u>\$ 1,651,243</u>	<u>8,620</u>	<u>151,994</u>

The Custodial funds' cash is collateralized with securities held by the pledging financial institutions' trust department or in the County's name.

Credit Quality Risk

Credit Quality Risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The table below shows the Pension Trust fund's exposure to credit quality risk for the fixed income investments held as of December 31, 2021. The OPEB Trust fund's \$8,615 is comprised of \$1,378 of U.S. Treasury Obligation (AAA) and \$7,237 in domestic equity funds (AA).

	Fair Value	December 31, 2021 ratings				
		AAA	AA	A	BBB	BB & N/R
Fixed Income:						
US Treasury Obligations	\$ 83,145	83,145	-	-	-	-
US Agency Obligations	78,448	-	78,448	-	-	-
Municipal General Obligations	5,834	4,031	931	872	-	-
Foreign Government/Agency debt	691	-	691	-	-	-
Corporate Debt	90,200	691	5,134	29,801	53,076	1,498
Corporate Asset & Mortgage Backed Securities	15,026	9,766	1,433	2,178	1,649	-
Bank loans	82,909	-	-	-	-	82,909
Domestic Fixed Income Mutual fund	14,149	-	14,149	-	-	-
Global Fixed Income Mutual fund	79,609	-	-	79,609	-	-
Fixed Income totals	<u>\$ 450,011</u>	<u>97,633</u>	<u>100,786</u>	<u>112,460</u>	<u>54,725</u>	<u>84,407</u>

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Fiduciary Funds (continued)

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates of debt investments will adversely affect the fair value of an investment. The following table provides information about Pension Trust fund's exposure to interest rate risk as of December 31, 2021. The OPEB Trust fund's \$1,378 of a US Treasury Obligation is due within 1 year.

	December 31, 2021				
	Fair Value	3-12mos	1-5yrs	6-10yrs	>10yrs
Fixed Income:					
US Treasury Obligations	\$ 83,145	12,427	43,640	16,703	10,375
US Agency Obligations	78,448	5	2,399	10,314	65,730
Municipal General Obligations	5,834	46	-	738	5,050
Foreign Government /Agency debt	691	-	-	-	691
Corporate Debt	90,200	2,535	26,615	36,250	24,800
Corporate Asset & Mortgage Backed Securities	15,026	-	4,840	3,081	7,105
Bank loans	82,909	82,909	-	-	-
Domestic Fixed Income Mutual fund	14,149	-	-	14,149	-
Global Fixed Income Mutual Fund	79,609	-	79,609	-	-
Fixed Income subtotal	450,011	97,922	157,103	81,235	113,751
Equity securities	465,990				
Real Estate Investment Trusts (REITs)	4,342				
Domestic equity index funds-comingled trust	263,266				
Emerging markets equity mutual funds	74,177				
Domestic equity mutual funds	65,442				
International equities	23,271				
International equity mutual funds	200,739				
International comingled funds	86,324				
Cash and Cash Equivalents	24,519				
Due to/from Brokers for Securities Purchased	(6,838)				
Total cash equivalents and investments	<u>\$ 1,651,243</u>				

Fair Value Measurement - Fiduciary Funds

GASB Statement No. 72, Fair Value Measurement and Application, enhances comparability of governmental financial statements by requiring fair value measurement for certain assets and liabilities using a consistent definition and accepted valuation techniques. The standard establishes a hierarchy of inputs used to measure fair value that prioritizes the inputs into three categories – Level 1, Level 2 and Level 3 inputs – considering the relative reliability of the inputs. The hierarchy gives the highest priority of unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 2 measurements). The three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted (unadjusted) prices in active markets for identical financial assets or liabilities that are accessible at the measurement date;

Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the financial asset or liability, either directly or indirectly;

Level 3 inputs are unobservable inputs for the financial asset or liability.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Fiduciary Funds (continued)

The level in the fair value hierarchy within which a fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

The following table provides information about Pension Trust fund's categorization by Level as of December 31, 2021. The OPEB's Trust funds investments are all categorized as Level 2.

	December 31, 2021			
	Total	Level 1	Level 2	Level 3
US Treasury Obligations	\$ 83,145	-	83,145	-
US Agency Obligations	78,448	-	78,448	-
Municipal Obligations	5,834	-	5,834	-
Foreign Government/Agency debt	691	-	691	-
Corporate Debt	90,200	-	90,200	-
Corporate Asset & Mortgage Backed Securities	15,026	-	15,026	-
Bank loans	82,909	-	82,909	-
Domestic Fixed Income Mutual fund	14,149	14,149	-	-
Global Fixed Income Mutual Fund	79,609	79,609	-	-
Domestic equities	465,990	465,990	-	-
Real Estate Investment Trusts (REITs)	4,342	4,342	-	-
Domestic equity index funds-comingled trust	263,266	-	263,266	-
Domestic equity mutual funds	65,442	65,442	-	-
International equities	23,271	23,271	-	-
International equity mutual funds	200,739	200,739	-	-
International comingled funds	86,324	-	86,324	-
Emerging markets equity funds	74,177	-	74,177	-
Cash and Cash Equivalents	24,519	24,519	-	-
Due to/from Brokers for Securities Purchased	(6,838)	(6,838)	-	-
Total cash equivalents and investments	\$ 1,651,243	871,223	780,020	-

Debt and Equity securities classified in Level 1 are valued using prices quoted in active markets. Debt and equity securities in Level 2 are valued using either a bid evaluation, which uses market quotations, yields, maturities, call features and ratings. Also used for Level 2 are matrix pricing techniques which value securities based on the relationship to benchmark quoted prices. No Level 3 investments were held as of December 31, 2021.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Component units

Hospital Authority

The Hospital Authority maintains a cash and investments pool utilized by the Hospital Authority. In 2016, the Hospital Authority implemented Statement No. 72 of the Governmental Accounting Standards Board, Fair Value Measurement and Application, which requires the Hospital Authority to use valuation techniques which are appropriate under the circumstances and are a market approach, a cost approach or an income approach. Statement No. 72 establishes a hierarchy of inputs used to measure fair value consisting of three levels. Level 1 inputs are quoted prices for identical assets or liabilities in active market. Level 2 inputs are inputs, other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs for asset or liability.

The following is a summary of the fair value hierarchy for deposits and investments of the Hospital Authority as of December 31, 2021, classified as investments on page 28.

	Level 1	Level 2	Level 3	Total
Cash and Cash Equivalents	\$ 61,557	-	-	61,557
Mutual funds	39,678	-	-	39,678
Common collective trust funds	1,890	-	-	1,890
Money Market funds	70	-	-	70
Real assets	-	234	-	234
Miscellaneous assets	-	-	11,366	11,366
Equity securities	14,650	-	-	14,650
Foreign depository receipt	20	-	-	20
ADR common	2,306	-	-	2,306
Fixed Income	44,062	-	-	44,062
	<u>\$ 164,233</u>	<u>234</u>	<u>11,366</u>	<u>175,833</u>

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of a bank failure, the Hospital Authority's deposits may not be returned to it. As of December 31, 2021, Grady Memorial Hospital Corporation's deposits were either covered by federal depository insurance or collateralized through securities held by the pledging financial institution's trust department in the Hospital Authority's name.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Hospital Authority does not have a formal investment policy that limits investment maturities. The Authority's practice is to structure its portfolio to meet cash requirements for ongoing operations with shorter term or more liquid investments.

Credit Risk

Credit risk is the risk that an issuer or counterparty to an investment will not fulfill its obligations. The Authority's investment practice seeks to minimize credit risk through diversification of investments within the choices allowed under state statutes. Concentration of Credit Risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Hospital Authority has no formal policy on concentration of credit risk beyond that stipulated by the Georgia government Code. The Authority held 98% of its total investments at Wells Fargo as of December 31, 2021. No limits exist on U.S. issued fixed income securities. Prohibited investments are also specified in the policy.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(3) Cash and Investments – Component units (continued)

Hospital Authority

Basic combined discretely presented component unit financial statements:

Unrestricted:	2021
Cash and cash equivalents	\$ 215,786
Restricted	
Cash and cash equivalents	61,557
Investments	114,276
Total	\$ <u>391,619</u>

Fulton County Board of Health

The Fulton County Board of Health maintains a cash account and has no investments as of December 31, 2021 nor maintained any during the year. Currently the Board does not utilize an investment policy, nor had any balances exposed to custodial or interest rate risk as defined by GASB standards. The amount below reflects the June 30, 2021 balances reported by the Fulton County Board of Health.

Basic combined discretely presented component unit financial statements:

Unrestricted:	2021
Cash and cash equivalents	\$ 7,311
Total	\$ <u>7,311</u>

(4) Taxes

(a) Property Taxes

The County Tax Commissioner bills and collects property taxes for Fulton County as well as those of the Fulton County Board of Education, the Cities of Atlanta, Sandy Springs, Mountain Park, Chattahoochee Hills, South Fulton and Johns Creek and the City of Atlanta Board of Education. Collections of taxes for the County are accounted for in the Governmental Funds types. Collections and remittance of taxes for other entities are accounted for in the Tax Commissioner Fund (a Custodial Fund). Taxes are generally levied at approximately July 1, based on property values as of January 1, and are payable from various due dates from August 15 through October 15 depending on the taxing governmental entity. After the due date, interest is charged on unpaid taxes, with a penalty being assessed in addition to interest charges as receivables become greater than 120 days delinquent. The Board of Commissioners generally establishes the property tax millage rates by June 30. Unpaid property taxes may attach as an enforceable lien on property as of January 1.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(4) Taxes (continued)

(b) *Local Option Sales Tax*

The County receives approximately 5% of a 1% local option sales tax levied on all retail sales made within the County. The proceeds of such tax collected each year are used to reduce, on a dollar-for-dollar basis, the millage equivalent amount of property taxes, which would otherwise be required to be levied in the subsequent year.

(c) *Transportation Special Purpose Local Option Sales tax*

During fiscal year 2017, County voters approved a specific sales tax of \$.75 in all areas of the County except the City of Atlanta, which approved a \$.5% increase. These revenues accrue to each geographic area based on population, and are dedicated to local transportation improvements and repairs designed to ease traffic burdens upon County residents. The County was charged with overall administration of the transportation project distribution, which is shown as a new Special Revenue fund labeled as T-Splost Administration. These funds are used to fund a small administrative effort at ensuring proper distribution of funds to each municipality. The County also entered into an agreement with the newly incorporated City of South Fulton to administer their portion of this tax, and provide transportation project management and construction. This agreement has now concluded, and the City of South Fulton now undertakes these improvements directly.

(d) *Tax Abatements*

GASB Statement No. 77, *Tax Abatement Disclosures* requires state and local governments to disclose tax abatement agreements entered by other governments that reduce the reporting government's tax revenues. Fulton County, through the Development Authority of Fulton County, allows for taxable revenue bond financing, pursuant to the Georgia Development Authorities law, under Title 36 Chapter 62 of the Official Code of Georgia, in order to promote the creation of jobs and stimulate development activity within Fulton County. The taxable revenue bond financings result in the reduction of ad valorem (real and/or personal property) taxes.

The County offers a reduction in property taxes through the structure of these financing arrangements. Specifically, the Development Authority of Fulton County, a tax exempt public organization created independently from the County, may enter into agreements with private individuals or entities in order to incentivize these businesses to build, relocate, expand, or renovate in Fulton County. These agreements involve a bond issuance and sale-leaseback transaction, whereby the Development Authority takes title to property and leases it back to the company. The company is responsible for making ad valorem tax payments on its leasehold interest. The rental payments for the leasehold offset the debt service on the bonds over a fixed 10 year term, so that at the end of the incentive period the bonds are fully retired and the company regains title of the property through an option to purchase.

Fulton County's long-standing policy for Development Incentives provides for a 50% ramp up over a 10 year period. Following completion of construction, a company pays property taxes on its leasehold interest in the project of 50% of the fair market value of the real and/or personal

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(4) Taxes (continued)

property in the first year, with a 5% increase each year over a 10 year period, after which the company takes title back to the property and must then pay taxes on the full fair market value of the property. The company has a smaller property tax obligation through this financing arrangement than it would under outright ownership of the property due to the reduced value of the company's leasehold interest in the property over the designated ramp-up period. 2021 values are shown on the following pages:

The Development Authority considers the economic impacts of a proposed project and weighs such benefits against the costs of reduced revenue impacts when considering whether to enter into a taxable revenue bond deal with an individual or entity. Generally eligible projects involve a commitment of significant capital investment and/or the creation of net new jobs to the County, which propose a favorable return on investment for the County. For residential projects, a commitment by the developer to provide affordable housing may be required. There are no additional commitments other than to provide favorable tax treatment. There are no provisions for recapturing incentives; however, the Development Authority can immediately return title to a company for a non-performing project, which cancels the incentive going forward. There are no amounts receivable from other governments. There are no quantitative thresholds used to determine disclosures of these type agreements.

<u>Tax Abatement Program</u>	<u>Total Amount of Taxes Abated (Incentives Abated) for the year 2021 (in thousands)</u>
Fulton County Development Authority	<u>\$9,542</u>

Another abatement utilized in Fulton County is the Local Enterprise Zone Program, which allows for qualified businesses and service enterprises located within enterprise zone to the following exemptions from county ad valorem taxes under O.C.G.A 36-88-8(a)(1) and Fulton County Code of Ordinances Sec. 118-101.

- (1) One hundred percent of the county ad valorem taxes for the first five years;
- (2) Eighty percent of the county ad valorem taxes for the next two years;
- (3) Sixty percent of the county ad valorem taxes for the next (eighth) year;
- (4) Forty percent of the county ad valorem taxes for the next (ninth) year; and
- (5) Twenty percent of the county ad valorem taxes for the last (tenth) year.

Fulton County considers enterprise zone designations for major projects on a case by case basis. In order to be designated as an enterprise zone, a nominated area must meet three of four criteria, as established by the state, including evidence of pervasive poverty, above average unemployment, general economic distress, and underdevelopment. Qualifying business or service enterprises that are located within a designated enterprise zone, create and maintain five or more new full-time job equivalents, and provide additional economic stimulus, as approved by the Fulton County Board of Commissioners, may be entitled to property tax exemptions on a downward sliding scale over a 10 year period. Qualified industries include those businesses primarily involved in manufacturing, warehousing and distribution, processing, telecommunications, tourism, research and development, finance, insurance, and real estate activities.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(4) Taxes (continued)

Businesses must apply to Select Fulton, the economic development organization for Fulton County, in addition to the municipality located within the particular enterprise zone and upon approval must enter into a contractual agreement that outlines the tax exemptions offered to the business, in addition to guidelines for the recapture, revocation, or reimbursement of taxes should the business violate the terms of the contractual agreement or enabling statutes.

Generally, failure to maintain the incentive qualification will result in revocation and recapture of all incentives granted prior to the expiration of the incentive term. Creation of at least five net new full time jobs, ten percent of which should be filled with low to moderate income individuals, whenever possible, is a commitment made by recipients. There are no additional commitments other than to provide favorable tax treatment. There are no amounts receivable from other governments. There are no quantitative thresholds used to determine disclosures of these type agreements.

<u>Tax Abatement Program</u>	Total Amount of Taxes Abated (Incentives Abated) <u>for the year 2021 (in thousands)</u>
Local Enterprise Zone Program	<u>\$498</u>

An additional abatement available in Fulton County is the State of Georgia Preferential Property Tax Assessment Program for Rehabilitated Historic Property, which allows for an 8 and ½ year property tax assessment freeze on historic properties that have been substantially rehabilitated.

State of Georgia statutes O.C.G.A. 48-5-7(c) and O.C.G.A 48-8-7.2 allow the property owner to file the preliminary certification form with the local county tax commission to initiate the freeze, substantially rehabilitate the property within two years, and then once substantially rehabilitated, must file a final certification request to the Department of Natural Resources Historic Preservation Division. Upon final approval, the property owner must file the paperwork with the Fulton County Tax Assessor's office to continue the property tax assessment freeze for the remaining 6 ½ years. In the ninth year, the assessment increases to 50 percent of the difference between the initial frozen valuation and the current assessment value. In the tenth year, the property tax assessment returns to the full fair market value.

The property must qualify for listing on the National/Georgia Register of Historic Places. The rehabilitation must meet the Department of Natural Resources' (DNR) *Standards for Rehabilitation* and must be completed within two years. For a residential property, the substantial rehabilitation test is met when the qualified rehabilitation has increased the fair market value of the building or structure by not less than 50 percent. For commercial property, the test is met when the rehabilitation has increased the fair market value of the building or structure by not less than 100 percent. For mixed use property, the test is met if the rehabilitation has increased the fair market value of the building or structure by not less than 75 percent.

A property owner who fails to have property classified as rehabilitated historic property and listed on the Georgia Register of Historic Places for the preferential assessment shall be required to pay the difference between the amount of taxes on the property during the period that the assessment was frozen and the amount of taxes which would have been due had the property been assessed at the regular fair market value, plus interest on the past due taxes.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(4) Taxes (continued)

There are no additional commitments other than to provide favorable tax treatment. There are no amounts receivable from other governments.

<u>Tax Abatement Program</u>	<u>Total Amount of Taxes Abated (Incentives Abated) for the year 2021 (in thousands)</u>
Georgia Preferential Property Tax Assessment Program for Rehabilitated Historic Property	<u>\$501</u>

Other Government Agreements for Abatements of Property taxes:

County property tax revenues were reduced by \$1,267 under agreements entered into with the City of Atlanta, reduced by \$373 under agreements entered into by the City of Alpharetta, reduced \$503 with agreements with the City of Sandy Springs and reduced by \$89 with agreements with the City of Hapeville.

(5) Allowances for Uncollectible Receivables

Allowances for uncollectible receivables at December 31, 2021 are as follows (in thousands of dollars):

	<u>2021</u>
Taxes Receivable:	
General Fund	\$ 2,937
Debt Service Fund	61
South Fulton/Fulton Industrial District	270
Custodial Funds	<u>8,657</u>
	<u>\$ 11,925</u>
Accounts Receivable – Water and Sewerage System Fund	<u>\$ 1,264</u>

(6) Due from Other Governments

Governmental type funds include receivables from other governments for various activities. The General fund is owed \$1,679 due from other local government entities related to financing the activities of the Atlanta-Fulton County Water Resource Commission. Additionally, due from other governments in the Other Governmental Funds include a receivable of \$11,002 for federal and state financial assistance related to various grantor receivables in grants in aid, \$18,939 for covid-19 related items reimbursable from Federal Emergency Management Agency funding, a \$28 in the Fulton Industrial district, and receivable for \$99 is due for capital costs for an emergency communication system from one municipality.

Business type funds are owed \$7,095 which is net of an allowance of \$4,002 from other area municipalities to the Water and Sewerage System Fund for wastewater treatment charges, sewer use fees, water line construction and miscellaneous surcharges not yet remitted to the County at December 31, 2021.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(7) Capital Assets and Infrastructure

The County's capital assets, which include property, plant, equipment and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements and are reported separately in the following pages.

A summary of changes in the capital assets of governmental type activity is as follows (in thousands):

	January 1, 2021	Increases	Decreases	December 31, 2021
Capital assets not being depreciated:				
Land and land improvements	\$ 64,974	1,811	—	66,785
Construction in progress	183,561	38,014	(25,128)	196,447
Total capital assets not being depreciated	248,535	39,825	(25,128)	263,232
Capital assets being depreciated:				
Equipment	150,849	6,269	—	157,118
Buildings and other improvements	898,290	29,959	—	928,249
Roadway network	66,878	—	(58,366)	8,512
Total capital assets being depreciated	1,116,017	36,228	(58,366)	1,093,879
Less accumulated depreciation for:				
Equipment	(134,576)	(7,297)	—	(141,873)
Buildings and other improvements	(489,599)	(18,923)	—	(508,522)
Roadway network	(34,715)	—	30,297	(4,418)
Total accumulated depreciation	(658,890)	(26,220)	30,297	(654,813)
Net capital assets being depreciated	457,127	10,008	(28,069)	439,066
Net capital assets-governmental activities	\$ 705,662	49,833	(53,197)	702,298

Depreciation expense was charged to these functions of the primary governmental activities as follows:

Administration	\$ 2,622
Public Safety	5,506
Legal	5,768
Infrastructure and facilities	6,555
Social services	5,244
Health services	525
Total depreciation expense, governmental activities	<u>\$ 26,220</u>

Roadway networks valued at \$28,069 net of accumulated depreciation was transferred in 2021 to the City of South Fulton due to annexation. This is classified as an Extraordinary Item on the Statement of Activities on page 17 of this report and is further discussed in Footnote 17.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(7) Capital Assets and Infrastructure (continued)

Roadways that are owned by the state or municipalities are not included in the above totals. Generally, transportation infrastructure located in unincorporated Fulton County is represented above. Assets constructed by others and deeded to the County are recorded as capital contributions and recorded when donated.

The value indicated for roadway network includes items such as roads, sidewalks, lighting, stormwater drainage infrastructure, right of way improvements, barriers, guardrails, traffic control devices, bridges, and all other related transportation infrastructure. Repairs or resurfacing of roadways is considered a routine cost to maintain the useful life of roadways, and is not capitalized. Building or roadway improvements that extend the useful life of the asset are capitalized in accordance with generally accepted accounting principles.

A summary of the capital assets of business-type activity is as follows (in thousands):

	January 1, 2021	Increases	Decreases	December 31, 2021
Water and Sewerage System fund:				
Capital assets not being depreciated:				
Land improvements	\$ 10,201	—	—	10,201
Construction in progress	179,512	93,956	(74,135)	199,333
Total capital assets not being depreciated	189,713	93,956	(74,135)	209,534
Capital assets being depreciated:				
Equipment	19,448	489	—	19,937
Water system	328,025	1,358	—	329,383
Sewerage system	1,219,054	76,768	—	1,295,822
Intangible assets	174,799	6,565	—	181,364
Total capital assets being depreciated	1,741,326	85,180	—	1,826,506
Less accumulated depreciation for:				
Equipment	(15,772)	(1,237)	—	(17,009)
Water system	(121,298)	(6,221)	—	(127,519)
Sewerage system	(485,345)	(25,864)	—	(511,209)
Intangible assets	(77,921)	(5,566)	—	(83,487)
Total accumulated depreciation	(700,336)	(38,888)	—	(739,224)
Net capital assets being depreciated	1,040,990	46,292	—	1,087,282
Net capital assets-Water and Sewerage System fund	\$ 1,230,703	140,248	(74,135)	1,296,816

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(7) Capital Assets and Infrastructure (continued)

	January 1, 2021	Increases	Decreases	December 31, 2021
Airport fund:				
Capital assets not being depreciated:				
Land and land improvements	\$ 27,909	—	—	27,909
Total capital assets not being depreciated	27,909	—	—	27,909
Capital assets being depreciated:				
Equipment	1,524	194	—	1,718
Buildings and other improvements	5,457	—	—	5,457
Total capital assets being depreciated	6,981	194	—	7,175
Less accumulated depreciation for:				
Equipment	(1,340)	(75)	—	(1,415)
Buildings and other improvements	(5,456)	(1)	—	(5,457)
Total accumulated depreciation	(6,796)	(76)	—	(6,872)
Net capital assets being depreciated	185	118	—	303
Net capital assets-Airport fund	\$ 28,094	118	—	28,212
	<u>28,094</u>	<u>118</u>	<u>—</u>	<u>28,212</u>
	January 1, 2021	Increases	Decreases	December 31, 2021
Wolf Creek Amphitheater fund:				
Capital assets being depreciated:				
Equipment	300	—	—	300
Buildings and other improvements	7,212	—	—	7,212
Total capital assets being depreciated	7,512	—	—	7,512
Less accumulated depreciation for:				
Equipment	(186)	—	—	(186)
Buildings and other improvements	(1,656)	(184)	—	(1,840)
Total accumulated depreciation	(1,842)	(184)	—	(2,026)
Net capital assets being depreciated	5,670	(184)	—	5,486
Net capital assets-Wolf Creek Amphitheater fund	\$ 5,670	(184)	—	5,486
	<u>5,670</u>	<u>(184)</u>	<u>—</u>	<u>5,486</u>

The above depreciation amounts include amortization of capital leases for assets acquired through capital lease transactions.

Business-type activities:	
Water and Sewerage	\$ 38,888
Airport	76
Wolf Creek Amphitheater	184
Total depreciation expense, business-type activities	<u>\$ 39,148</u>

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(7) Capital Assets and Infrastructure – Component units

A summary of the capital assets of the Fulton DeKalb Hospital Authority, a component unit, is as follows (in thousands):

	January 1, 2021	Increases	Decreases/ Other Changes	December 31, 2021
Capital assets not being depreciated:				
Land	\$ 3,383	428	—	3,811
Construction in progress	108,329	78,430	(18,951)	167,808
Total capital assets not being depreciated	111,712	78,858	(18,951)	171,619
Capital assets being depreciated:				
Equipment	491,496	43,418	(504)	534,410
Buildings	553,922	56,469	—	610,391
Total capital assets being depreciated	1,045,418	99,887	(504)	1,144,801
Less accumulated depreciation for:				
Equipment	(339,574)	(35,285)	504	(374,355)
Buildings and other improvements	(227,069)	(35,364)	—	(262,433)
Total accumulated depreciation	(566,643)	(70,649)	504	(636,788)
Net capital assets being depreciated	478,775	29,238	—	508,013
Net capital assets-component unit activities	\$ 590,487	108,096	(18,951)	679,632

Total depreciation expense for the Hospital Authority was \$70,649. All depreciation was incurred on assets acquired to provide health services.

A summary of the capital assets of the Fulton County Board of Health, a component unit, is as follows (in thousands):

	June 30, 2020	Increases	Decreases/ Other Changes	June 30, 2021
Capital assets being depreciated:				
Equipment	\$ 577	199	—	776
Total capital assets being depreciated	577	199	—	776
Less accumulated depreciation for:				
Equipment	(83)	(122)	—	(205)
Total accumulated depreciation	(83)	(122)	—	(205)
Net capital assets being depreciated	494	77	—	571
Net capital assets-component unit activities	\$ 494	77	—	571

Total depreciation expense for the Fulton County Board of Health was \$122. All depreciation was incurred on assets acquired to provide health services.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations

(a) Changes in Long-Term Debt

The following is a summary of changes in long-term debt for the year ended December 31, 2021 (in thousands of dollars):

	January 1, 2021	Additions	Retirements	Other	December 31, 2021	Due within one year
Governmental activities:						
Library General Obligation Bonds	\$ 226,865	-	(5,585)	-	221,280	5,835
Less deferred charges, net	7,543	-	-	(205)	7,338	
Total Library General Obligation Bonds	234,408	-	(5,585)	(205)	228,618	
Fulton County Urban Redevelopment Agency	86,949	55,000	(7,486)	-	134,463	11,210
Less deferred charges, net	5,035	-	-	(705)	4,330	
Total Fulton County Urban Redevelopment Agency	91,984	55,000	(7,486)	(705)	138,793	
Intergovernmental agreement-AFCRA	1,003	-	(489)	-	514	514
Intergovernmental agreement-SF Jail Authority	11,685	-	(745)	-	10,940	765
Compensated absences	47,787	7,353	(9,326)	-	45,814	7,353
Other long term capital lease obligations	50,536	-	(8,328)	-	42,208	7,273
Net other post employment benefits	1,675,472	72,573	(37,940)	-	1,710,105	-
Net pension liability	333,578	-	-	(104,602)	228,976	-
Claims and judgments	13,139	-	-	386	13,525	267
Post-closure care	4,804	-	(1,544)	-	3,260	-
Total Governmental activities	\$ 2,464,396	134,926	(71,443)	(105,126)	2,422,753	33,217
Business-type activities:						
Water & Sewerage Revenue Bonds	\$ 650,845	120,364	(156,570)	-	614,639	19,718
Less deferred charges, net	42,400	-	-	(10,616)	31,784	
Total Water & Sewerage Revenue Bonds	693,245	120,364	(156,570)	(10,616)	646,423	
Other long-term liabilities	1,760	640	(704)	-	1,696	
Total business-type activities	\$ 695,005	121,004	(157,274)	(10,616)	648,119	19,718

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations (continued)

Bonds Payable

General Obligation Bonds - The County issued \$104,785 in January 2017 of Library General Obligation bonds, in addition to the 2010 issuance of \$167 million to provide funds for the acquisition and construction of major library facilities and renovations to existing library buildings. These general obligation bonds are direct obligations and pledge the full faith and credit of the County and are reported as a governmental activity in the government-wide Statement of Net Position. No other general obligation bonds are outstanding.

<u>Governmental Type- Issue year</u>	<u>Interest Rate Range</u>	<u>Final Maturity Date</u>	<u>Outstanding Balance</u>	<u>Annual Principal Installments</u>	<u>Purpose</u>
2010 General Obligation	3.575-5.148%	2039	118,745	5,050-8,560	Library facilities
2017 General Obligation	3.00-5.00%	2044	102,535	785-13,310	Library facilities
			\$ <u>221,280</u>		

Revenue Bonds Payable - The County issued \$120,364 in revenue refunding bonds in fiscal 2021 (known as the 2020B Series) bonds, to refinance the 2011 Water and Sewerage revenue bonds. The County pledges income derived from the acquired constructed assets to pay debt service. The County has issued revenue bonds for the general government and for proprietary activities. Water and Sewerage Revenue bonds are paid from business-type activities. Revenue bonds outstanding are as follows (in thousands):

<u>Business Type – Issue Year</u>	<u>Interest Rate Range</u>	<u>Final Maturity Date</u>	<u>Outstanding balance</u>	<u>Annual Principal Installments</u>	<u>Purpose</u>
2020B Water and Sewerage* *privately placed financing	1.04%	2027	100,779	15,050-19,914	Water/Sewer facilities
2013 Water and Sewerage	3.375-5.00%	2034	223,265	3,560-33,905	Water/Sewer facilities
2020A Water and Sewerage	2.25-5.00%	2044	290,595	1,500-30,590	Water/Sewer facilities
			\$ <u>614,639</u>		

Debt Margins - The County is subject to the Municipal Finance Law of Georgia which limits the amount of net bonded debt (exclusive of revenue bonds) the County may have outstanding up to 10% of the average assessed valuation of the past five years. Ten percent of the assessed valuation of taxable property is \$8,249,020. As of December 31, 2021, the County had \$228,618 of direct general obligation debt less \$39,327 of funds to service this debt. Therefore, the County's unused debt margin was \$8,059,729 as of December 31, 2021.

Accumulated Leave Benefits – For governmental funds, accumulated leave benefits, including net pension liabilities and OPEB benefits are liquidated by the General, South Fulton Taxing District, 911, Grants-in-Aid and other smaller governmental funds. Business-type activities liquidate same liabilities from the Water & Sewerage System or Airport fund.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations (continued)

Covenants - The various bond indentures contain a number of limitations and restrictions. The County believes they are in compliance with each of these covenants as of the date of this report.

Defeased Debt - In current and prior years, the County defeased certain outstanding revenue and general obligation bonds by placing the proceeds of new bonds and County resources in irrevocable trusts to provide for all future debt service payments on the old bonds.

The annual requirements to amortize bonds payable as of December 31, 2021, including interest payments are as follows (in thousands of dollars):

Year Ending December 31	Library General Obligation Bonds		Water and Sewerage Revenue Bonds		Total Primary Government	
	Principal	Interest	Principal	Interest	Principal	Interest
2022	\$ 5,835	9,715	19,718	19,825	25,553	29,540
2023	6,095	9,467	19,914	19,620	26,009	29,087
2024	6,370	9,201	20,110	19,413	26,480	28,614
2025	6,660	8,916	20,442	19,003	27,102	27,919
2026	6,975	8,595	20,785	18,584	27,760	27,179
2027-2031	40,230	37,410	137,775	80,604	178,005	118,014
2032-2036	51,275	26,635	151,390	45,742	202,665	72,377
2037-2041	59,785	13,819	134,815	22,723	194,600	36,542
2042-2045	38,055	2,334	89,690	4,830	127,745	7,164
Total	221,280	126,092	614,639	250,344	835,919	376,436
Deferred charges/ premiums	7,338	(7,338)	31,784	(31,784)	39,122	(39,122)
Total	\$ 228,618	118,754	646,423	218,560	875,041	337,314

Fulton County Project-South Fulton Regional Jail Authority

The County on October 1, 2018, entered into an intergovernmental agreement with the South Fulton Municipal Regional Jail Authority, an entity that is empowered to sell property for the operations of a jail within the County. The previously constructed and operated jail facility refunded outstanding debt under this arrangement, in which the County agreed to pay the Authority amounts sufficient to pay the debt service on the Authority's 2018 bond of \$12,825. The interest rate under this agreement is 2.99%, and \$10,940 remained outstanding as of December 31, 2021. Total payments for this agreement total \$13,185 which includes interest of \$2,245.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations (continued)

Fulton County Urban Redevelopment Agency bonds

The County entered into various capital lease obligations as shown below with the Fulton County Urban Redevelopment Authority (FCURA) in the total amount of \$134,463 as of December 31, 2021 for public building improvements within the declared economic recovery zones within Fulton County. A \$55 million issue in 2021 will fund new animal control facilities and other facility improvements. FCURA finances the costs of acquiring, constructing, renovating and equipping various public purpose projects within declared economic recovery zones within Fulton County. The County entered into Public-Purpose Master Lease agreements for all these bond issues, in which the County agreed to make annual lease payments, subject to annual appropriation that is sufficient to pay principal and interest to the Authority. The amounts shown below do not include any of these subsidies.

<u>Issue Year</u>	<u>Interest Rate Range</u>	<u>Final Maturity Date</u>	<u>Outstanding balance</u>	<u>Annual Principal installments</u>	<u>Purpose</u>
Governmental activities:					
2010 Economic Recovery*	4.70%	2025	8,266	1,975-2,161	Governmental facilities
2011 Qualified Energy*	3.18%	2026	2,237	405-492	Energy systems
2017 Facility Improvements*	2.29%	2032	34,460	2,790-3,500	Facility improvements
2019 Facility Improvements	3.00-5.00%	2032	34,500	2,525-3,850	Facility Improvements
2021 Facility Improvements*	1.53%	2036	55,000	3,223-4,169	Facility improvements
			\$ <u><u>134,463</u></u>		

*privately placed financing

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations (continued)

The annual requirements to amortize these lease obligations as of December 31, 2021, including interest payments of \$22,327 are as follows (in thousands of dollars):

Year ended December 31,	South Fulton Regional Jail Authority	Fulton County Urban Redevelopment Agency
2022	\$ 1,092	14,461
2023	1,094	14,405
2024	1,096	14,393
2025	1,101	14,383
2026	1,096	12,147
2027-2031	5,491	54,437
2032-2036	2,215	32,564
Total minimum lease payments	\$ 13,185	156,790
Less: Amount representing interest	(2,245)	(22,327)
Present value of minimum lease payments	\$ 10,940	134,463

Tax Anticipation Note

The County issued a \$175 million tax anticipation note on May 27, 2021 to fund cash requirements until the primary source of cash revenues of property taxes are received generally in October and November of each year. The interest cost on this borrowing was approximately \$75 thousand. The note was fully paid on December 31, 2021, with an interest rate yield of .072%.

Liability for Tax Anticipation Note, January 1, 2021	\$ -
Issued	175,000,000
Matured and paid	<u>175,000,000</u>
Liability for Tax Anticipation Note, December 31, 2021	\$ -

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations (continued)

Other Long-term Obligations - Capital Leases

Existing capital lease obligations totaled \$42,208 as of December 31, 2021, with interest rates ranging from 1.63-4.05%. The capital leases require the County to make lease payments equal to the debt payments made by the owner of the facility or holder of the lease. The County can exercise its option to purchase each facility upon prepayment of the respective lease. Assets currently financed through capital leases are \$134,290 as of December 31, 2021, of which \$23,632 is buildings; \$53,205 is equipment and \$57,453 is recorded for mechanical, electrical and plumbing improvements to the County's jail. Accumulated amortization on these leased assets is approximately \$43 million as of December 31, 2021, as approximately \$4 million was recorded for amortization for fiscal year 2021.

The annual requirements to amortize these other capital lease obligations as of December 31, 2021, including interest payments of \$4,382 are as follows (in thousands):

Year Ended December 31	Capital Lease Obligations
2022	\$ 8,418
2023	8,060
2024	7,842
2025	9,395
2026	1,431
2027-2031	7,153
2032-2036	4,291
Total minimum lease payments	46,590
Amounts representing interest	(4,382)
Present value of minimum lease payments	\$ 42,208

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(8) Long-Term Debt & Other Obligations (continued)

(g) Hospital Authority Long-Term Debt and other Obligations

Changes in the Hospital Authority's non-current liabilities for the year ended December 31, 2021 are noted below (in thousands):

	January 1, 2021	Additions	Retirements	December 31, 2021	Due within one year
Long-term debt:					
Revenue Certificates	\$ 153,285	8,025	(18,105)	143,205	18,925
Notes payable	74,907	10,249	-	85,156	30,330.00
Capital lease obligations	1,916	-	(629)	1,287	599
Total long-term debt	230,108	18,274	(18,734)	229,648	49,854
Other long-term liabilities:					
Workers Compensation	2,793	445	-	3,238	2,159
General Professional	52,408	3,831	-	56,239	14,838
Accrued OPEB	430	-	(344)	86	-
Other	8,877	6,642	-	15,519	-
Total	\$ 64,508	10,918	(344)	75,082	16,997

(h) Hospital Authority Capital Lease Obligations

Scheduled principal and interest repayments on long-term debt and payments on capital lease obligations are as follows (in thousands):

Year Ending December 31	Authority Long Term Debt		Authority Capital Lease Obligations		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest
2022	\$ 18,925	2,384	599	63	19,524	2,447
2023	27,190	1,951	495	27	27,685	1,978
2024	7,905	1,584	193	3	8,098	1,587
2025	8,030	1,455	-	-	8,030	1,455
2026	8,165	1,324	-	-	8,165	1,324
Thereafter	72,990	5,607	-	-	72,990	5,607
Total	\$ 143,205	14,305	1,287	93	144,492	14,398

The Hospital Authority has entered into various capital lease agreements for equipment. At December 31, 2021, the amount of equipment recorded under capital leases amount to approximately \$8.2 million and the related accumulated amortization amounted to approximately \$6.7 million.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(9) Other Long-Term Obligations

(a) *Fulton County*

The County owns two closed landfill sites within the County geographic boundaries. State and Federal laws and regulations require the County to monitor and maintain these closed landfills for approximately another 4 years. The County recognized expenditures specific to landfill postclosure care approximated \$1.5 million in 2021, which are funded by the General fund. In 1997, the County received a postclosure care financial assurance certification. An average inflation assumption of 3.15% is applied to the estimated annual costs. These costs could vary based on new technologies or other changes to applicable laws and regulations.

(b) *Hospital Authority*

Line of Credit - During June 2021, the Hospital obtained a new credit facility as a general revolving credit facility, with an initial expiration date of June 2022. This provides a \$60 million general working capital component only which accrues interest at one-month LIBOR plus 1050 basis points plus a 15 basis point commitment fee on the unused line. No amounts remained outstanding as of December 31, 2021. The Hospital was required to transfer \$80,000 as collateral under this agreement for this revolving credit facility.

(c) *Fulton County Board of Health*

The FCBOH reported no long-term obligations for the 12 months ending June 30, 2021.

(10) Interfund Assets/Liabilities and Transfers

\$15,187 is owed to the General fund from the newly created FEMA Covid special revenue fund as of December 31, 2021. Interfund transfers are attributable to the budgeted allocation of resources from one fund to another for capital outlay projects, matching resources for federal and state grants, and other transfers adopted within the County's budget. These transfers are reported below (in thousands of dollars):

Transferred From	Transferred To			Total
	General fund	American Rescue Plan fund	Non-Major Governmental funds	
General fund	\$ -	-	59,516	59,516
Non-Major Governmental funds	17	-	10,198	10,215
	<u>\$ 17</u>	<u>-</u>	<u>69,714</u>	<u>69,731</u>

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(11) Risk Management

The County is self-insured for workers' compensation, unemployment, auto and general liability. The County pays for such claims as they become due from this fund, including claims and judgments. The present value of the estimated future liability for outstanding claims, including estimated incurred but unreported claims, as of December 31, 2021, which is expected to be paid after one year, is \$13,525. This estimated future liability is reported in the governmental activities of the government-wide statements. The County purchases commercial insurance for these exposures at various claim levels. The County has not experienced any significant decrease in insurance coverage in 2021. Settled claims have not exceeded commercial coverage in each of the past three fiscal years.

Additionally, the County is partially self-insured for employee medical claims. The County accounts for its liability for such medical claims and estimated incurred and unreported claims, together with the accumulation of resources for their payment through employee charges and County contributions, in the Insurance Stabilization Fund (Internal Service Fund). At December 31, 2021, the present value of the estimated future liability for outstanding claims, including estimated incurred, but not reported claims, is \$6,670. At December 31, 2021, the County held \$32,509 in cash and cash equivalents and \$5,273 in other current assets that is available for payment of these claims.

The County has also recorded a liability within the Risk Management Fund of \$3,069 to provide for resources to insure for general, employee and vehicle liability and automobile physical damage. At December 31, 2021, the County held \$44,780 in cash and cash equivalents that are available for payment of these and future claims.

Outstanding liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. Liabilities include an estimated amount for claims that have been incurred but not reported. Actual claims liabilities depend on such complex factors as inflation, changes in legal doctrines, and damage awards; therefore, the process used in computing claims liability does not necessarily result in an exact amount. Claims liabilities are reevaluated periodically to take into consideration recently settled claims, the frequency of claims, and other economic and social factors. Liabilities are discounted, that is, they reflect potential investment income that is expected to be earned on the loss reserves until they are paid.

Changes in the balances of claims liabilities for the County for the period ended December 31, 2021 was as follows (in thousands of dollars):

	Beginning of fiscal year liability	Current year claims and changes in estimates	Claims payments	Balance at fiscal year-end
2021	\$ 27,079	117,457	(121,272)	23,264
2020	32,001	101,060	(105,982)	27,079
2019	24,724	136,018	(128,741)	32,001

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans

(a) County Pension Plan (in thousands, except for membership data)

The County maintains for eligible employees the Fulton County Employees Retirement System Pension Plan (the "Plan"), a single-employer defined benefit retirement plan. The Plan was created effective September 1, 1991, as successor to four separate County-maintained pension plans, for all eligible employees of Fulton County. Prior to the establishment of the Plan, the employees of the County were participants in one of two predecessor plans, the General Employees' Pension Plan or the Employees' Pension Plan. Employees who did not elect to participate in the Plan will continue to be eligible for the same benefits of the prior plan in which they participated; however, participation was made a condition of employment for new employees as of September 1, 1991.

The Plan is administered by an eleven member board of trustees which includes two members of the Board of Commissioners, the County Manager, the Chief Financial Officer, a representative citizen of the County, a designee of the Commission's Chairman, four retirees of the County, of which one was a Peace Officer, and one active employee.

On June 16, 1998, the County adopted a 401(A) defined contribution plan. All active participants in the Fulton County Employees' Retirement System have the annual option to remain in their current defined benefit plan or elect to participate in the new defined contribution plan. Employees hired on or after July 1, 1999 participate in the Fulton County Defined Contribution Plan.

The funding method and determination of benefits payable are provided in or authorized by various acts of the Georgia Legislature and statutes enacted by the County under home rule powers granted by the State. The Plan generally provides that funds to provide retirement benefits are to be accumulated from employee and County contributions and income from the investment of accumulated funds. Should the accumulated funds be insufficient to meet and pay the benefits when due, Fulton County shall be required to make up any deficiency.

The Plan provides monthly retirement benefits that represent 2.25% of the participants' monthly earnings (the average of the highest three 12-month period of employment) for the first five years of credible service and then 2.5% thereafter. The Plan awards cost-of-living increases annually, up to a 3% maximum. Benefits also may be payable at termination, death, or disability.

The County's contribution is the actuarially determined amount necessary to fund benefits, less employee contributions. The actuarially determined contribution amount is the sum of the annual normal cost and the amortization of the unfunded actuarial accrued liability over the years remaining in the allowable funding period. The actuarial cost method used for funding purposes is the entry age normal cost method. This is one of the approved methods for such plans in Georgia and provides for contributions based on a level percentage of future payroll. The unfunded actuarial accrued liability is amortized on a closed basis over a period established by State of Georgia guidelines.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

The required contribution percentages developed in the most recent actuarial valuations for the Plan, and the actual contributions, but not including contributions of \$268 to the Supplemental Plan described in this note, made for 2021 are as follows (in thousands of dollars):

	<u>2021</u>
Total required employer contributions:	
Dollar amount	\$ 62,358
Percent of covered payroll	776.18%
Actual employer contributions:	
Dollar amount	\$ 71,686
Percent of covered payroll	892.28%

Employee contribution rates are established in accordance with pension law. During 2021 actual countywide employee contributions were \$600 which represented 7.47% of covered payroll. Employee contributions exceeded those set forth in pension law due to back-due contributions required of employees covered by certain of the County's prior separate plans, who under older pension laws, have the ability to increase retirement benefits by making back-due contributions.

Membership

Current membership in the Plan and current year payrolls for 2021 are as follows:

Members:	
Retired and receiving benefits	\$ 3,145
Terminated with vested benefits	17
Active employees:	
Vested	<u>117</u>
Total members	<u>3,279</u>
Total current year payroll for employees covered by the Plan (in thousands)	\$ <u>8,034</u>

Accumulated plan benefits are those future periodic payments, including lump-sum distributions that are attributable under the Plan's provisions to the service employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries. Benefits under the Plan are based on employee compensation.

The accumulated plan benefits for active employees are based on their average compensation and credited service ending on the date as of which the benefit information is presented (the valuation date). Benefits payable under all circumstances — retirement, death, disability, and termination of employment — are included, to the extent they are deemed attributable to employee service rendered to the valuation date.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

The actuarial present value of accumulated plan benefits is that amount that results from applying actuarial assumptions to adjust the accumulated plan benefits to reflect the time value of money (through discounts for interest) and the probability of payment (by means of decrements such as for death, disability, withdrawal, or retirement) between the valuation date and the expected date of payment. An actuarial valuation of the Plan is performed annually each January 1, and an update is performed to determine the Actuarial Value of Assets and Actuarial Accrued Liability.

Effective as of the January 1, 2022 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 7.00% to 6.90. These changes affected the actuarial liability by \$17.5 million. There were no changes in plan provisions from the last valuation date.

The System's total and net pension liability for the years ended December 31, 2021 and 2020 are as follows:

Fiscal year ended	Total Pension Liability	Fiduciary Net Position	Net Pension Liability	Fiduciary net position as a percentage of Total Pension Liability
December 31, 2021	\$ 1,893,046	1,664,070	\$ 228,976	87.90%
December 31, 2020	\$ 1,881,914	1,548,336	\$ 333,578	82.27%

Sensitivity of the Net Pension Liability to Changes in the discount rate

The following presents the net pension liability of the County, calculated using the discount rate of 6.90%, and the System's net pension liability would be if it were calculated using a discount rate this is one-percentage-point lower (5.90%) or one-percentage-point higher (7.90%) than the current rate.

	1% Decrease (5.90%)	Current Discount (6.90%)	1% Increase (7.90%)
System's net pension liability	\$420,858	\$228,976	\$66,430

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the County contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

Changes in Total and Net Pension Liability, and Plan Fiduciary Net Position are shown below:

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at December 31, 2020	\$ 1,881,914	1,548,336	333,578
Changes for the year:			
Service cost	1,895	-	1,895
Interest	126,615	-	126,615
Benefit changes	-	-	-
Difference between expected and actual experience	15,210	-	15,210
Change of assumptions	17,469	-	17,469
Contributions - employer	-	71,686	(71,686)
Contributions - employee	-	600	(600)
Net investment income	-	194,154	(194,154)
Benefit payments, including refunds of employee contributions	(150,057)	(150,057)	-
Administrative expense	-	(649)	649
Net changes	\$ 11,132	115,734	(104,602)
Balances at December 31, 2021	<u>\$ 1,893,046</u>	<u>1,664,070</u>	<u>228,976</u>

Methods and assumptions used in the calculations of actuarially determined contributions

The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2022
Actuarial cost method	Entry Age Normal
Amortization method	Level Dollar, closed period.
Remaining amortization period	12 year average remaining, depending on which bases.
Asset valuation method	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.
Investment rate of return	7.00% (1/1/21 valuation). The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the System's target asset allocation.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

Methods and assumptions used in the calculations of actuarially determined contributions

Inflation rate	2.0%
Projected salary increases	2.0%-6.0% depending on age, and if Public Safety employee
Mortality Rates-Pre-Retirement	RP-2006 Blue Collar Mortality Table, projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Healthy Annuitants	RP-2006 Blue Collar Healthy Annuitant Mortality Table, set forward two years for males and one year for females, and projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Disabled Annuitants	RP-2006 Disabled Retiree Mortality Table, set forward four years for males and unadjusted for females, and projected generationally from 2006 using Scale MP-2016.

The following presents target allocations and long-term expected rates of return for the Plan. The long-term expected rate of return on pension plan investments was determined using a building – block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2021 as shown below.

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return*</u>
U.S. Large Cap Equity	32%	3.80%
U.S. Small/Mid Cap Equity	14.0%	4.00%
International Equity	13.0%	3.80%
Emerging Market Equity	5.0%	6.10%
International Small Cap Equity	5.0%	4.10%
Bank Loans	5.0%	3.00%
Domestic Fixed Income	17.0%	0.70%
Global Fixed Income	5.0%	-0.60%
Asset Allocation (60/40 EQ/FI Tft)	<u>5.0%</u>	<u>2.90%</u>
	100.0%	

*Expected real rate of return is net of inflation

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended December 31, 2021, the County recognized pension expense of \$(16,415). The following table provides a summary of the deferred inflows and outflows related to pensions as of December 31, 2021 (the measurement date).

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on plan investments	\$ -	\$ 172,828
Total	\$ -	\$ 172,828

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	Deferred Outflows of Resources (a)	Deferred Inflows of Resources (b)	Amount recognized in Pension Expenses as an Increase or (Decrease) to Pension Expense (a)-(b)
2022	\$ -	\$ (40,520)	\$ 40,520
2023	-	(76,382)	76,382
2024	-	(38,223)	38,223
2025	-	(17,703)	17,703
Thereafter	-	-	-
Total	-	(172,828)	172,828

Note: In accordance with Paragraph 71 of GASB Statement 68, the difference between projected and actual earnings on investments is recognized over a closed five-year period. Assumption changes and the difference between expected and actual total pension liability experience are each recognized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with pensions through the pension plan (active employees and inactive employees), determined as of the beginning of the measurement period. For 2021, the period is one year, and therefore those changes are recognized immediately.

Fulton County Employees' Retirement System Supplemental Plan

On January 1, 2000, the Fulton County Employees' Retirement System Supplemental Plan was created to pay benefits in excess of the limitations required for compliance with federal tax laws. The accrued liability estimate for this plan is approximately \$1.3 million as of January 1, 2021 biannual actuarial valuation date. Plan assets total \$.8 million, and the unfunded balance is \$.5 million which is being amortized on a two-year level dollar method. Participant information, actuarial funding methods, and other assumptions are the same as the Fulton County Employees' Retirement System. This liability does not appear on the actuarial information presented for the Fulton County Employees Retirement System Plan.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

Complete financial statements for the Plan can be obtained at the following address:

Fulton County
Suite 7001
141 Pryor Street, N.W.
Atlanta, Georgia 30303

(b) *Defined Contribution Plan (in thousands)*

The Fulton County Defined Contribution Pension Plan was established in June 1999 to provide retirement benefits for new employees, appointees and other County officials, as the defined benefit plan was closed. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the plan. At December 31, 2021, the plan had 5,769 total participants, of which 3,000 actively employed participants contributed 6% of their pensionable earnings, approximately \$14,899 during 2021. The County also contributed \$19,861 which was 8% of their pensionable earnings throughout the year. The County also contributed an additional \$1,634 in matched funds into the Plan for those Participants electing to participate in the County's Deferred Compensation Plan. Participants fully vest the matched contributions over a five-year period.

(c) *Deferred Compensation Plan (in thousands)*

The County has adopted a deferred compensation plan (the "Plan") in accordance with the 2001 revisions of Section 457 of the Internal Revenue Code. The Plan, available to all Fulton County employees, allows an employee to voluntarily defer a certain percentage of gross compensation, not to exceed \$19.5 for those less than 50 years of age, and an additional \$6.5 for all others above 50 years of age and older. Plan assets are held in custodial accounts for the exclusive benefit of the Plan participants and their beneficiaries and, therefore, the plan assets and liabilities are not recorded on the County's financial statements. Empower Retirement, who acquired Mass Mutual, serves as an independent administrator of the plan.

(d) *Hospital Authority Pension Plan*

The Hospital Authority has a single-employer trustee noncontributory defined benefit pension plan, known as The Fulton-DeKalb Hospital Authority Employees Retirement Plan (the "Plan"). Effective May 19, 2008, the Plan was frozen. All employees participating in the Plan prior to May 19, 2008, remain participants and are eligible for pension benefits in accordance with the Plan's design and rules. Participating employees who completed three years of full-time continuous services as of December 31, 2007, were considered fully vested as of May 19, 2008. Although frozen, the Hospital Authority expects to continue the Plan indefinitely; however, it has the right under the Plan to terminate the Plan. Should the Plan terminate, amounts shall be set aside for payment to participants or their beneficiaries in the following orders: (1) an amount for active and retired Participants, vested terminated Participants or their beneficiaries; (2) an amount for each Participant qualified for early retirement under the provisions of the Plan; and (3) for all remaining Participants. Detailed information about the pension plan's fiduciary net position is available in a separate publicly available financial report which may be obtained by

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(12) Retirement Plans (continued)

writing to Grady Health System, Administrative Offices, Chief Financial Officer, 80 Jesse Hill Jr. Drive, S.E. Atlanta, Georgia 30303.

The Grady Memorial Hospital Corporation (GMHC), which is a component unit of the Fulton DeKalb Hospital Authority, sponsors a defined contribution saving plan, which covers substantially all of its employees. Total matching contributions made and accrued under the savings plan totaled approximately \$12 million for the year ended December 31, 2021.

Beginning January 1, 2009, the deferred retirement savings program changed from the previous 403(b) plan sponsored by the Hospital Authority to a 401(k) Plan sponsored by GMHC. GMHC matches employee contributions dollar for dollar up to 4% of eligible employees' base compensation after completion of one year of eligible service. Employees are immediately fully vested in matching contributions.

(13) Other Post-Employment Benefits

Fulton County (in thousands, except for employee participant data)

The County, through Board action, provides single employer health care and life insurance benefits for retired employees through an independent third party administrator, in which all of the County's employees may become eligible for these benefits if they reach normal retirement age while working for the County. Fulton County contributes 75-90% of the premium cost for health care coverage, based upon the plan chosen by the participant and what required employee match existed at separation date. The County also contributes 100% of the premium cost for \$10 of life insurance coverage for those employees retiring after December 1, 1988. The County pays 75% of the life insurance premiums for those persons who retired prior to December 1, 1988. The total cost to provide retiree health care and life insurance benefits, in the Health Insurance Stabilization fund, an internal service fund, is recognized as paid; such costs approximated \$50,640 in 2021, \$41,025 in 2020 and \$47,892 in 2019. The unusual drop in claims in 2020 is estimated to be attributable to the effect of Covid-19. The County contributions to this liability is funded by the above Health Insurance Stabilization fund, which in turn is funded by premiums charged to primarily the County's General fund as well as other funds consisting of payroll costs. In accordance with GASB Statement No. 74 and 75, *Accounting and Financial Reporting by Employers for Postemployment Benefit Plans Other Than Pension Plans*, as well as GASB the County's annual other postemployment benefit (OPEB) cost is calculated based on the actuarially determined employer contribution of the employer (ADEC) which is required to be actuarially determined biannually.

The Actuarially Determined Employer Contribution and Total OPEB Obligation amounts were determined under the Entry age normal, lever percentage of pay method. As of the December 31, 2020 valuation date, (the latest available) the number of retirees with current health care coverage was 3,306. Approximately 4,134 active employees are covered in this plan.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of future events. Examples include assumptions of future employment, mortality, and health care cost trends. Amounts determined regarding annual required contributions are subject to revision as results are compared with past expectations and new estimates are made about future trends. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the County and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(13) Other Post-Employment Benefits (continued)

costs between the County and plan member to that point. There are no legal or contractual funding limitations that would potentially affect the projection of benefits for financial accounting purposes. The actuarial methods and assumptions used include techniques designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The County made no contribution to the irrevocable trust fund in 2021, but has \$8.6 million dedicated to pay for future OPEB claims against the Total OPEB Liability of \$1,718,725 as of December 31, 2021.

Summary of Key Valuation Result: Total OPEB Liability (TOL) represents the value of all future benefit payments for current retirees and active employees taking into account assumptions about demographics, turnover, mortality, disability, retirement, health care trends, and other actuarial assumptions.

	<u>12/31/2021</u>	<u>12/31/2020</u>
Net OPEB Liability	\$1,710,105	\$1,675,472
Annual OPEB expense	180,776	180,776
Service cost of beginning of year	32,073	32,073
Total Covered Payroll	223,191	223,191

Plan Provisions and Eligibility

Eligibility for medical, vision, dental and life insurance benefits depends, in part, upon the retirement plan in which an employee participates. The conditions below are separated based on the retirement plan participation.

Defined Benefit Pension plan participants: Retirees from active service are eligible to receive above benefits provided they satisfy one of the following:

- (1) Qualify for unreduced retirement when leave employment:
 - *After age 65 with 10 years of service
 - *After age 60 with at least 15 years of service
 - *After 10 years of service upon which the sum of age and years of service Equal or exceed 79
- (2) Leave employment due to disability in line of duty for peace officers
- (3) Leave employment due to disability after 10 years of service
- (4) Leave employment after 15 years of service
- (5) Leave employment due to reduction in workforce after age 55 with 10 years of service

Defined Contribution Pension plan participants who transferred from the above defined benefit plan prior to 2002 are eligible to receive above benefits provided they satisfy one of the following:

- (1) Leave employment after 15 years of service
- (2) Leave employment due to reduction in workforce after age 55 with 10 years of service
- (3) Leave employment as a peace officer after age 55 with 25 years of service

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(13) Other Post-Employment Benefits (continued)

Defined Contribution Pension plan participants who never participated in the above defined benefit plan are eligible to receive above benefits provided they satisfy one of the following:

- (1) Qualify for unreduced retirement when leave employment:
 - *After age 65 with 10 years of service
 - *After age 60 with at least 15 years of service
 - *After 10 years of service upon which the sum of age and years of service Equal or exceed 80
- (2) Leave employment due to disability in line of duty for peace officers
- (3) Leave employment due to disability after 10 years of service

Excluded from eligibility are contract, seasonal and temporary employees as well as employees working for the State department of Family and Children's services, Adult Probation and Fulton County Housing Authority.

Sensitivity of the Net OPEB Liability to Changes in the discount rate and healthcare cost trend rates

The following presents the net OPEB liability of the County, calculated using the discount rate of 2.12%, and the System's net OPEB liability would be if it were calculated using a discount rate 1% lower (1.12%) or 1% higher (3.12%) than the current rate. Also shown are the net OPEB liabilities if the rates if healthcare trends rates were 1% lower and 1% higher than the current healthcare trend rates used for the December 31, 2020 study, the latest available.

	<u>Discount Rates</u>		
	<u>1% Decrease</u> <u>(1.12%)</u>	<u>Current</u> <u>(2.12%)</u>	<u>1% Increase</u> <u>(3.12%)</u>
Net OPEB liability	\$2,000,432	\$1,675,472	\$1,422,462

	<u>Healthcare Trend Rates</u>		
	<u>1% Decrease</u>	<u>Current</u> <u>trend rates</u>	<u>1% Increase</u>
Net OPEB liability	\$1,405,114	\$1,675,472	\$2,028,214

The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rates (as a percentage of pay) and the county contributions will be made equal to the actuarial determined contribution. Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected benefit payments of current plan members. Therefore, the long-term expected rate of return on the OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(13) Other Post-Employment Benefits (continued)

OPEB Expense and Deferred Outflows of Resources Related to OPEB

The County last required study for the year ended December 31, 2020 recognized total OPEB expense of \$180,776 for the year ended December 31, 2020, all within the governmental activities. This amount is being utilized for the estimated 2021 OPEB expense. Included in OPEB expense are recognized amounts related to the deferred outflows and inflows of resources for OPEB's. These deferred outflows consist of \$89,332 comprised of the difference between expected and actual experience, and \$348,060 for changes in assumptions or other inputs, offset by deferred inflows comprise of the difference between expected and actual earnings of \$828. The combined deferred outflows and inflows of \$436,564 are being recognized each year as shown below until fully recognized, approximately four years.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 89,332	\$ -
Change of assumptions or other inputs	348,060	-
Net difference between projected and actual earnings on plan investments	\$ -	\$ 828
Total	<u>\$ 437,392</u>	<u>\$ 828</u>

Year ended December 31:	Deferred Outflows of Resources (a)	Deferred Inflows of Resources (b)	Amount recognized in OPEB Expenses as an Increase or (Decrease) to OPEB Expense (a)-(b)
2022	\$ 108,781	\$ 207	\$ 108,574
2023	108,781	207	108,574
2024	108,694	207	108,487
2025	109,017	207	108,810
2026	2,119	-	2,119
Thereafter	-	-	-
Total	<u>\$ 437,392</u>	<u>\$ 828</u>	<u>\$ 436,564</u>

Components of fiscal year 2021 OPEB Expense	2021
Service cost	\$ 32,073
Interest on the Total OPEB Liability	40,500
Expenses portion of current period differences between expected and actual experience	21,358
Expensed portion of current period changes of assumptions or other inputs	87,007
Projected earnings on plan investments	(371)
Expensed portion of current period differences between actual and projected earnings on plan investments	(115)
Recognition of beginning of year deferred outflows of resources as OPEB expense	532
Recognition of beginning of year deferred inflows of resources as OPEB expense	(208)
	<u>\$ 180,776</u>

(based on data from December 31, 2020 OPEB actuarial evaluation, the most recent available)

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(13) Other Post-Employment Benefits (continued)

The County's annual OPEB cost and net OPEB liability and changes in the net OPEB liability for the year ended December 31, 2021 are presented below:

Change in Net OPEB Liability	2021
Service Cost	\$ 32,073
Interest expense	40,500
Difference between expected and actual experiences	-
Change in assumption	-
Benefit payments	(36,442)
Investment Income- OPEB trust fund	(1,498)
Change in net OPEB liability	34,633
Net OPEB liability - January 1	1,675,472
Net OPEB liability - December 31	\$ 1,710,105

Changes in Total and Net OPEB Liability, and Plan Fiduciary Net Position are shown below:

	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
Balances at December 31, 2020	\$ 1,682,594	7,122	1,675,472
Changes for the year:			
Service cost	32,073	-	32,073
Interest	40,500	-	40,500
Difference between expected and actual experience	-	-	-
Change of assumptions	-	-	-
Contributions - employer	-	-	-
Contributions - employee	-	-	-
Net investment income	-	1,498	(1,498)
Benefit payments	(36,442)	-	(36,442)
Administrative expense	-	-	-
Net changes	\$ 36,131	1,498	34,633
Balances at December 31, 2021	\$ 1,718,725	8,620	1,710,105

The net OPEB plan's fiduciary net position of \$8,620 above is .49% of the Total OPEB Liability as of December 31, 2021.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(13) Other Post-Employment Benefits (continued)

Methods and assumptions used in the calculations of actuarially determined contributions for the total OPEB liability

The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	December 31, 2020, the latest available.
Actuarial cost Method	Entry age normal
Actuarial Value of Assets	Market Value
Termination rates before retirement due to Disability	Rates used Age 40-60 used 2%. Age 40-(.07% except Public Safety .18%) Age 45-(.12% except Public Safety .29%) Age 50-(.20% except Public Safety .48%) Age 55-(.34% except Public Safety .81%) Age 60-(.54% except Public Safety 1.30%)
Investment rate of return	6.00%.
Discount Rate	2.12%
Healthcare cost trend rate	7.00% in 2021 to 4.5% in 2031 and later, depending on health plan option, Administrative expense estimated at 3% starting at 2024.
Projected salary increases	4.00%
Mortality Rates-Active employees	RP-2014 Blue Collar Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, and projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Healthy Annuitants	RP-2014 Blue Collar Healthy Annuitant Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, set forward two years for males and one year for females, with approximate adjustment to reflect generational improvements under Scale MP-2016.
Mortality Rates-Disabled Annuitants	RP-2014 Disabled Retiree Mortality Table, adjusted backward to the base year (2006) using Scale MP-2014, set forward four years for males and unadjusted for females, with approximate adjustment to reflect generational improvements under Scale MP-2016.
Retirement	Non-Public Safety- 26.5% at first eligibility through age 69, then 100% at age 70: Public Safety- 50% at first eligibility, 40% plus one to two years, 20% to age 64, then 100% after age 65.
Participation	90% for retiree medical and vision; 100% for life insurance
Administrative expenses	\$115/year per covered individual, assumed to increase at 3% per year.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(14) Commitments and Contingencies

(a) *Fulton County*

- (1) **Litigation** – The County is a defendant in a number of other legal actions in the nature of claims for damages to persons and property, civil rights violations, condemnation, and other similar types of actions arising in the course of normal County operations. In the opinion of County management, after consultation with legal counsel, an aggregate liability up to \$29 million is believed to be reasonably possible, of which approximately \$16 million is believed to be probable. The County will continue to assert its position in a defense against all unsettled claims. The County has accrued adequate reserves for these and future cases, \$13 million within the long term debt and approximately \$3 million as payables in the Risk Management Fund on page 106.
- (2) **Grants** - The County participates in a number of Federal financial assistance programs. These programs are subject to independent financial and compliance audits by independent auditors and grantor agencies. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.
- (3) **Commitments** - Commitments for water and sewerage system improvements approximate \$249 million, most of which attributable to the Big Creek sewerage treatment plant upgrade. \$954 for roadway infrastructure improvements, \$28.9 million for building improvements and \$3 million for library system capital improvements as of December 31, 2021.

(b) *Hospital Authority*

General and Professional Liability – The Hospital is self-insured for its general and professional liability insurance coverage. The Hospital's self-insured retention is \$7.5 million per claim and \$25 million in the aggregate. Commercial insurance has been obtained to provide excess and umbrella coverage of \$95 million in excess of the Authority's self-insured retention limits on a claims-made basis. The general and professional self-insurance reserves included in the accompanying combined financial totaled \$56.2 million (undiscounted) at December 31, 2021.

Workers' Compensation Liability – The Hospital also self-insures its workers' compensation liability exposures up to limits of \$500 thousand per claim. Commercial insurance has been obtained to provide for excess workers' compensation liability coverage. The Authority recorded an undiscounted reserve for workers' compensation at December 31, 2021 of \$3.2 million.

Employee Health Benefits – The Hospital also self-insures employee health benefits up to limits of \$300 thousand per claim. The Hospital recognized related reserves for accrued medical benefits at December 31, 2021 of approximately \$6 million, which includes estimates of the claims incurred but not reported.

In the opinion of Hospital management, adequate provisions have been made for losses that may occur from the asserted and unasserted claims for each of these self-insurance programs.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(14) Commitments and Contingencies (continued)

- (1) **Operating Leases** - Leases that do not meet the criteria for capitalization are classified as operating leases with related rental expense charged to operations as incurred. The Hospital Authority has several noncancelable operating leases, primarily for office space and equipment, which expire at various dates through 2033. Rental costs for the year ended December 31, 2021 were approximately \$13 million. The future minimum lease payments under noncancelable operating leases as of December 31, 2021 are as follows (in thousands):

		Operating leases
2022	\$	6,245
2023		5,660
2024		4,803
2025		3,845
2026		3,503
Thereafter		13,227
	\$	<u>37,283</u>

(15) Fund Balance

In conformity with GAAP, as set forth in the Statement of Governmental Accounting Standards No. 54 "Fund Balance Reporting and Governmental Fund type Definitions," the County established fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds.

- (1) **Nonspendable** – Fund balances are reported as nonspendable when amounts cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact.
- (2) **Restricted** – Fund balances are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. This includes resources funded through bond issuances which restrict proceeds be used for the intended purpose.
- (3) **Committed** – Fund balances are reported as committed when they can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Commissioners through the adoption of a resolution. Only the Board of commissioners may modify or rescind the commitment.
- (4) **Assigned** – Fund balances are reported as assigned when amounts are constrained by the County's intent to be used for specific purposes but are neither restricted nor committed. The Board of commissioners has the authority to assign fund balances.
- (5) **Unassigned** – Fund balances not within the above four categories and is only applicable to the County's General fund.

When both restricted and unrestricted resources are available for use, it is the County's policy to use restricted resources first, then unrestricted resources as needed. For unrestricted amounts of fund balance, it is the County's policy to use committed fund balance first, then assigned fund balances, then unassigned.

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(15) Fund Balance (continued)

The specific purposes of the governmental funds fund balances, classified as other than unassigned, at December 31, 2021 are as follows (in thousands):

Fund Balances:	Restricted	Committed	Assigned
Library capital projects	\$ 24,870	-	-
Debt service	41,181	-	-
Grants in Aid	7,470	-	-
Emergency Communications	5,541	-	-
Emergency Rental assistance	1,411	-	-
Law Enforcement and Justice services	21,015	-	-
Public Education Government Television	-	205	-
South Fulton Special District	-	-	21,851
Special Service District	-	-	250
Stormwater Management	-	-	-
General Government services	-	-	1,113
Social and Cultural services	-	-	2,753
Other special revenue	-	-	5,821
T-Splst Administration	-	-	1,758
Other Capital and Transportation projects	74,379	-	122,744
Totals	\$ 175,867	205	156,290

(16) Subsequent Events

On May 5, 2022 the County issued a \$175 million Tax Anticipation Note, which will mature December 30, 2022.

Covid-19 Pandemic

On January 31, 2020, the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's health care community in responding to the 2019 novel strain of coronavirus ("COVID-19"). Such declaration was soon followed with state and local declarations of a public health emergency. While State emergency orders have concluded, the County remains vigilant in efforts to combat and prevent the spread of the latest variants of the disease.

June 2022 saw the County receive the 2nd portion of the American Rescue Plan Act funding of \$103 million. These funds will continue to be dedicated to eligible purposes for covid-19 efforts for Fulton County government and citizens.

Due to the evolving nature of the COVID-19 pandemic and the responses of governments, businesses, and individuals to the COVID-19 pandemic, the County is unable to predict, among other things, the scope, duration or extent of the COVID-19 pandemic or any other outbreak or pandemic on: (a) the existing restrictions and warnings or any additional restrictions and warnings which may be imposed by local, state or federal governments, nor the timing of the relaxation or release of such restrictions and (b) any additional short- or long-

FULTON COUNTY, GEORGIA

Notes to the Financial Statements

December 31, 2021

(16) Subsequent Events (continued)

term effects the restrictions and warnings imposed by local, state or federal governments may have on the County's operations, revenues or expenditures (collectively, the "Risk Factors").

The County will continue to closely monitor, assess and continue efforts to mitigate the effects of the COVID-19 pandemic and its impact on the financial position and operations of the County as well as citizenry. The complete fiscal impact of the COVID-19 pandemic on the County could change significantly as the situation further develops and cannot be fully quantified at this time because of the Risk Factors and other subsequent events that are outside the control of the County.

17) Extraordinary Item

2021 saw additional roadway networks transferred to the incorporated City of South Fulton due to an additional annexation. The amount, net of accumulated depreciation, of \$28,069 is shown as a decrease in net position is shown on page 16 of the Statement of Activities, is listed as the loss on transfer of capital asset to other governments on page 20 of the financial statements on the Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities, as well as in the capital asset footnote.

**REQUIRED
SUPPLEMENTARY
INFORMATION**
(Unaudited)

FULTON COUNTY, GEORGIA

Required Supplementary Information in thousands

December 31, 2021

Schedule of Contributions from the Employer and Other Contributing Entities (in thousands)

Contributions in Relation to The Actuarially Determined Employer Contribution

Year Ended	Actuarially Determined Employer Contribution	County Employer Contribution	DFACS Employer Contribution	Total Employer Contributions	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
December 31, 2012	\$ 51,199	45,878	58	45,936	5,263	42,622	107.78%
December 31, 2013	52,882	56,126	118	56,244	(3,362)	36,258	155.12
December 31, 2014	55,255	57,441	88	57,529	(2,274)	32,828	175.24
December 31, 2015	48,586	47,203	27	47,230	1,356	27,820	169.77
December 31, 2016	50,493	45,953	24	45,977	4,516	23,391	196.56
December 31, 2017	52,988	57,213	15	57,228	(4,240)	20,374	280.89
December 31, 2018	59,746	59,199	4	59,203	543	14,845	398.80
December 31, 2019	64,773	64,777	-	64,777	(4)	12,956	499.99
December 31, 2020	66,233	68,578	-	68,578	(2,345)	9,865	695.19
December 31, 2021	62,358	71,686	-	71,686	(9,328)	8,034	892.28

Schedule of Employer's Net Pension Liability

Year Ended	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	Plan Fiduciary Net Position as a Percentage of the Total Pension liability	Covered Payroll	Net Pension Liability as a Percentage of Covered Payroll
December 31, 2021	\$ 1,893,046	1,664,070	228,976	87.90%	8,034	2,850.08%
December 31, 2020	1,881,914	1,548,336	333,578	82.27	9,865	3,381.55
December 31, 2019	1,865,254	1,423,026	442,228	76.29	12,956	3,413.37
December 31, 2018	1,852,863	1,223,532	629,331	66.03	14,845	4,239.26
December 31, 2017	1,833,170	1,382,953	450,217	75.44	20,374	2,209.76
December 31, 2016	1,706,579	1,211,837	494,742	71.01	23,391	2,115.09
December 31, 2015	1,677,001	1,217,955	459,046	72.63	27,820	1,650.06
December 31, 2014	1,654,412	1,306,027	348,385	78.94	32,828	1,061.24

Schedule of Pension Investment Returns

Year Ended	Annual money-weighted rate of return, net of investment expense
December 31, 2012	12.13%
December 31, 2013	21.76%
December 31, 2014	5.05%
December 31, 2015	(0.88%)
December 31, 2016	6.40%
December 31, 2017	20.91%
December 31, 2018	(6.00%)
December 31, 2019	23.36%
December 31, 2020	14.56%
December 31, 2021	12.87%

FULTON COUNTY, GEORGIA

Required Supplementary Information in thousands

December 31, 2021

Schedule of Changes in Net Pension Liability Last Ten Fiscal Years (in thousands)

	2021	2020	2019	2018	2017	2016	2015	2014
Total Pension Liability								
Service cost	\$ 1,895	2,434	2,700	3,768	2,348	3,283	3,678	4,291
Interest	126,615	128,358	129,377	129,929	123,205	122,576	122,562	120,935
Change of benefit terms	-	-	-	-	-	-	-	-
Differences between expected and actual experience	15,210	4,636	4,854	6,717	20,982	16,293	6,262	21,902
Change of assumptions	17,469	26,158	17,554	17,675	112,435	15,734	15,489	15,352
Benefit payments, including refunds	(150,057)	(144,926)	(142,094)	(138,396)	(132,378)	(128,309)	(125,402)	(117,044)
Net change in total pension liability	11,132	16,660	12,391	19,693	126,592	29,577	22,589	45,436
Total pension liability - beginning	\$ 1,881,914	1,865,254	1,852,863	1,833,170	1,706,578	1,677,001	1,654,412	1,608,976
Total pension liability - ending (a)	\$ 1,893,046	1,881,914	1,865,254	1,852,863	1,833,170	1,706,578	1,677,001	1,654,412
Plan fiduciary net position								
Contributions-employer	\$ 71,686	68,578	64,777	59,203	57,228	45,977	47,230	57,529
Contributions-employee	600	778	859	1,110	1,358	1,633	1,868	2,129
Net investment income	194,154	201,615	276,707	(80,562)	245,564	75,369	(11,187)	64,143
Benefit payments, including refunds	(150,057)	(144,926)	(142,094)	(138,396)	(132,378)	(128,309)	(125,402)	(117,044)
Administrative expense	(649)	(735)	(755)	(776)	(656)	(788)	(581)	(705)
Net change in plan fiduciary net position	\$ 115,734	125,310	199,494	(159,421)	171,116	(6,118)	(88,072)	6,052
Plan fiduciary net position - beginning	\$ 1,548,336	1,423,026	1,223,532	1,382,953	1,211,837	1,217,955	1,306,027	1,299,975
Plan fiduciary net position - ending (b)	\$ 1,664,070	1,548,336	1,423,026	1,223,532	1,382,953	1,211,837	1,217,955	1,306,027
Net pension liability - ending (a) - (b)	228,976	333,578	442,228	629,331	450,217	494,741	459,046	348,385
Plan fiduciary net position as a percentage of the Total pension liability	87.90%	82.27%	76.29%	66.03%	75.44%	71.01%	72.63%	78.94%
Covered payroll	\$ 8,034	9,865	12,956	14,845	20,374	23,391	27,820	32,828
Net pension liability as a percentage of covered payroll	2850.08%	3381.55%	3413.37%	4239.26%	2209.76%	2115.09%	1650.06%	1061.24%

Note: Schedule is intended to show information for 10 years, and in thousands. Additional years will be displayed as information becomes available.

See accompanying notes to required supplementary information and accompanying independent auditors report

No benefit changes have been made since GASB 67/68 implementation

Assumption changes as of the 1/1/22 Valuation: The Board approved changes to reduce the net investment return from 7.00% to 6.90% as of December 31, 2021.

FULTON COUNTY, GEORGIA

Required Supplementary Information in thousands

December 31, 2021

Schedule of Changes in Net OPEB Liability and Related Ratios Last Ten Fiscal Years (in thousands)

	2021	2020	2019	2018
Total OPEB Liability				
Service cost	\$ 32,073	32,073	31,887	30,661
Interest	40,500	40,501	38,229	36,754
Change of benefit terms	-	-	-	-
Differences between expected and actual experience	-	128,147	-	5,236
Change of assumptions	-	522,046	-	-
Benefit payments	(36,442)	(40,796)	(40,796)	(34,883)
Net change in total OPEB liability	36,131	681,971	29,320	37,768
Total OPEB liability - beginning	\$ 1,682,594	1,000,623	971,303	933,535
Total OPEB liability - ending	\$ 1,718,725	1,682,594	1,000,623	971,303
Plan fiduciary net position				
Contributions-employer	\$ -	-	-	-
Contributions-employee	-	-	-	-
Net investment income	1,498	950	1,236	(226)
Benefit payments	-	-	-	-
Administrative expense	-	-	-	-
Net change in plan fiduciary net position	\$ 1,498	950	1,236	(226)
Plan fiduciary net position - beginning	\$ 7,122	6,172	4,936	5,162
Plan fiduciary net position - ending	\$ 8,620	7,122	6,172	4,936
Net OPEB Liability - ending	1,710,105	1,675,472	994,451	966,367
Plan fiduciary net position as a percentage of the Total OPEB liability	0.49%	0.42%	0.62%	0.51%
Covered payroll	\$ 223,191	223,191	271,171	260,742
Net OPEB liability as a percentage of covered payroll	766.21%	750.69%	366.72%	370.62%

Note: Schedule is intended to show information for 10 years. Additional years will be displayed as information becomes available.

See accompanying notes to required supplementary information and accompanying independent auditors report

FULTON COUNTY, GEORGIA

Notes to Required Supplementary Information Unaudited, and in thousands

December 31, 2021

(1) Schedule of Changes in the Net Pension Liability

The total pension liability contained in this schedule was provided by the Plan's actuary, Segal Consulting. The net pension liability is measured as the total pension liability less the amount of the fiduciary net position of the Plan.

(2) Schedule of Contributions from the Employer and Other Contributing Entities

The required contributions and percentage of those contributions actually made are presented in the schedule.

(3) Actuarial Methods and Assumptions

Changes of assumptions-Pension: Effective as of the January 1, 2022 valuation, the Fulton County Employees Retirement System Board approved a lower assumed rate of return from 7.00% to 6.90%, which affected the actuarial liability by \$17.5 million.

Methods and assumptions used in the calculations of actuarially determined contributions: The following actuarial methods and assumptions were used to determine the most recent contribution rate reported:

Valuation Date	January 1, 2022
Actuarial cost method	Entry Age Normal
Amortization method	Level Dollar, closed period.
Remaining amortization period	12 year average remaining.
Asset valuation method	Market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the expected return on the actuarial value, and is recognized over a five-year period, further adjusted, if necessary, to be within 20% of the market value.
Inflation rate	2.0%
Projected salary increases employee	2.0-6.0%, depending on age, and if Public Safety employee

FULTON COUNTY, GEORGIA

Notes to Required Supplementary Information Unaudited, and in thousands

December 31, 2021

(3) Actuarial Methods and Assumptions (continued)

Investment rate of return	6.90%. The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes, as well as the System's target asset allocation.
Mortality Rates-Pre-retirement	RP-2006 Blue Collar Mortality Table, projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Healthy Annuitants	RP-2006 Blue Collar Healthy Annuitant Mortality Table, set forward two years for males and one year for females, and projected generationally from 2006 using Scale MP-2016.
Mortality Rates-Disabled Annuitants	RP-2006 Disabled Retiree Mortality Table, set forward four years for males and unadjusted for females, projected generationally using Scale MP-2016.

Changes of assumptions-OPEB: Assumptions changes for the December 31, 2020 measurement date are summarized below, and no amendments made for fiscal year 2021:

- The effective discount rate from the 20-year Bond GO Index for December 31, 2020 was 2.21%. For the December 31, 2019 measurement date, the discount rate used was 4.00%.
- Healthcare cost and trend assumptions were updated to reflect most recent experience and projections.
- The following assumption changes were taken from the latest pension valuation. These assumptions were based on an actuarial experience study for the period December 31, 2011 to December 31, 2016 approved by the Pension Board in 2017.
- Retirement rates were changed from an age-based table to an age and service-based association. Also different tables were applied to public safety vs non-public safety workers.
- Turnover rates were changed to mimic the pension valuation having different tables applied to public safety vs non-public safety workers.
- Disability rates were changed to mimic the pension valuation having different factors applied to public safety vs non-public safety workers.

**Report on Internal Control
over Financial Reporting and on
Compliance and Other Matters
Based on an Audit of
Financial Statements
Performed in Accordance
with
Government Auditing Standards**

**Independent Auditor's Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards***

To the Board of Commissioners
Fulton County, Georgia

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of Fulton County, Georgia (the "County"), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 15, 2022. Our report includes a reference to other auditors who audited the financial statements of the Fulton-Dekalb Hospital Authority and the Fulton County Board of Health, as described in our report on the County's basic financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "JSC Group, LLC". The signature is stylized with a large, looped "J" and "S".

Atlanta, Georgia
December 15, 2022

APPENDIX C

**CERTAIN STATISTICAL AND FINANCIAL INFORMATION
RELATING TO FULTON COUNTY, GEORGIA**

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In addition to the information provided in the Official Statement, including each of the appendices attached thereto, with respect to the Fulton County General Fund Tax Anticipation Notes, Series 2023 (the "Notes"), Fulton County, Georgia (the "County") has provided the following general information regarding the County, ad valorem taxation, collection and enforcement, financial data, debt structure, and certain economic and demographic trends. A complete review of this Appendix C, together with the body of the Official Statement and all other appendices attached thereto, is essential to the making of an informed investment decision by any purchaser of the Notes. In the making of an informed investment decision relating to the Notes, a potential purchaser should not conclude that the presentation of information in this Appendix C, versus presentation of same in the body of the Official Statement, denotes that the information so provided in this Appendix C is of less relevance or importance than the information set forth in the body of the Official Statement.

The information contained in this Appendix C has been obtained from sources the County believes to be reliable but takes no responsibility for the accuracy thereof. Due to the timing of the availability of certain information and the frequency with which updates to such information become available, the information presented in this Appendix C may not reflect the current economic conditions of the County. All of the following information, estimates and expressions of opinion are subject to change without notice. The delivery of the information contained in this Appendix C shall not, under any circumstances, create any implication that there has been no material change in the affairs of the County since the date of the Official Statement.

The County expressly disclaims any obligation or commitment to update the information provided in this Appendix C. The County has not authorized anyone to give any information or to make any representations not contained herein or supplemental hereto, and if given or made, such other information or representations must not be relied upon as having been authorized.

All capitalized terms used herein and not otherwise expressly defined herein shall have the respective meanings set forth in the Official Statement.

GENERAL INFORMATION

County Services

As of December 2022, the County employed approximately 4,700 people on a full-time basis, which figure includes elected officials and department heads. The County justice and court system, tax assessment and collections, libraries, and public health services are the responsibilities of the County government. Public hospital facilities are administered by The Fulton-DeKalb Hospital Authority, which oversees operations at Grady Memorial Hospital Corporation (which includes satellite health facilities). Water treatment and distribution and sewage disposal are provided to County residents connected to these services. Property zoning in the unincorporated areas of the County is a function of the County. The school system for the County, outside the limits of the City of Atlanta, is operated by the Fulton County Board of Education, which is an independent governmental unit. The County owns and operates Fulton County Executive Airport-Charlie Brown Field (FTY), a general aviation airport facility designed for heavy corporate use.

Through contractual arrangements, the County provides financial support to The Fulton-DeKalb Hospital Authority, the Fulton County Board of Health and the Fulton County Urban Redevelopment Agency.

Population

The U.S. Census Bureau estimated that the County's population as of July 1, 2022 was 1,074,634, and remains the most populous county in the State of Georgia (the "State"). The following table presents the estimated population of the ten-county Atlanta region, which includes the County and the City of Atlanta, from 1990 through 2022, and the percent change in population from 1990 to 2000, 2000 to 2010, and 2010 to 2022.

**Estimated Population
Ten-County Atlanta Region and the City of Atlanta
1990-2022**

	1990	2000	2010	2022	Percent Change		
					1990-2000	2000-2010	2010-2022
Cherokee	90,204	141,903	214,346	281,278	57.3%	51.1%	31.2%
Clayton	181,436	236,517	259,424	296,564	30.4	9.7	14.3
Cobb	447,745	607,751	688,078	771,952	35.7	13.2	12.2
DeKalb	546,171	665,865	691,893	762,820	21.9	3.9	10.3
Douglas	71,120	92,174	132,403	147,316	29.6	43.6	11.3
Fayette	62,415	91,263	106,567	122,030	46.2	16.8	14.5
Fulton	648,779	816,006	920,581	1,074,634	25.8	12.8	16.7
Gwinnett	352,910	588,448	805,321	975,353	66.7	36.9	21.1
Henry	58,741	119,341	203,922	248,364	103.2	70.9	21.8
Rockdale	54,091	70,111	85,215	94,984	29.6	21.5	11.5
<i>Atlanta region</i>	2,513,612	3,429,379	4,107,752	4,775,295	35.4	19.8	16.2
<i>City of Atlanta</i>	393,929	416,474	420,003	496,461 ⁽¹⁾	5.7	0.8	18.2

⁽¹⁾ As of July 1, 2021, latest data available.

Source: U.S. Department of Commerce, Bureau of the Census, Population Estimates.

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Employment

Largest Employers. The following table presents the top ten largest employers in the County.

Top Ten Largest Employers⁽¹⁾ Third Quarter of 2022

Amzn Wvcs, LLC
Delta Air Lines, Inc.
Emory Healthcare, Inc.
Georgia Institute of Technology
Georgia State University
Grady Health System
Northside Hospital, Inc.
Publix Super Markets, Inc.
United Parcel Service
Walmart

⁽¹⁾ Represents employment covered by unemployment insurance excluding all government agencies except correctional institutions, state and local hospitals, state colleges and universities. Data shown for the Third Quarter of 2022. Employers are listed alphabetically by area, not by the number of employees.

Source: Georgia Department of Labor, Fulton County Area Labor Profile, Updated: April 2023.

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Employment Statistics. The following table presents the estimated labor force and employment for the County and other counties comprising the Fulton area, the State, and the United States.

**Labor Force Activity
February 2023⁽¹⁾**

	Labor Force	Employed	Unemployed	Unemployment Rate (%)
Fulton	584,804	564,494	20,310	3.5%
Carroll	57,987	56,056	1,931	3.3
Cherokee	144,937	141,093	3,844	2.7
Clayton	142,468	136,517	5,951	4.2
Cobb	438,294	425,687	12,607	2.9
Coweta	78,903	76,603	2,300	2.9
DeKalb	411,843	397,873	13,970	3.4
Douglas	76,345	73,652	2,693	3.5
Fayette	60,569	58,800	1,769	2.9
Forsyth	132,127	128,737	3,390	2.6
Gwinnett	508,716	493,678	15,038	3.0
Fulton Area	2,636,993	2,553,190	83,803	4.2
Georgia	5,296,842	5,121,760	175,082	3.3
United States	166,178,000	159,713,000	6,465,000	3.9

⁽¹⁾ Reflects the latest information available. Labor Force includes residents of the County who are employed or actively seeking employment.

Source: Georgia Department of Labor, Fulton County Area Labor Profile, Updated: April 2023.

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Average Employment and Weekly Wage by Industry Mix. The following table shows a summary of the industry mix for the County.

**Industry Mix
Third Quarter of 2022⁽¹⁾⁽²⁾**

Industry	Number of Firms	Fulton Employment		Weekly Wages
		Number	Percent	
Goods-Producing	3,529	50,586	5.4%	\$1,746
Service-Providing	48,367	784,519	83.4	1,779
Unclassified - industry not assigned	7,342	4,140	0.4	1,649
Total - Private Sector	59,238	839,245	89.2	1,776
Total - Government	560	101,104	10.8	1,541
ALL INDUSTRIES	59,798	940,349	100.0	1,751

⁽¹⁾ Denotes confidential data relating to individual employers and cannot be released. These data use the North American Industrial Classification System (NAICS) categories. Average weekly wage is derived by dividing gross payroll dollars paid to all employees - both hourly and salaried - by the average number of employees who had earnings; average earnings are then divided by the number of weeks in a reporting period to obtain weekly figures. Figures in other columns may not sum accurately due to rounding. All figures are 3rd Quarter of 2022.

⁽²⁾ These data represent jobs that are covered by unemployment insurance laws.

Source: Georgia Department of Labor, Fulton County Area Labor Profile, Updated: April 2023.

Per Capita Personal Income

Per capita income in the County has generally trended upward since 2016 and has remained greater than the per capita income for the State. The following table sets forth per capita income for the County and the State for the period 2016 through 2021:

	Fulton County⁽¹⁾	State of Georgia⁽²⁾
2016	\$ 74,095	\$42,159
2017	78,794	43,270
2018	84,386	46,482
2019	88,832	49,083
2020	95,825	51,987
2021	102,074	55,786

⁽¹⁾ Georgia Department of Labor, Fulton County Area Labor Profile, Updated: February 2023.

⁽²⁾ Source: Georgia Department of Labor, Labor Market Analysis, Income and Wages, BEA - Per Capita Personal Income - BEA.

FULTON COUNTY GENERAL FUND

Budgeting

The County follows these budgetary procedures in establishing the budgetary data reflected in the accompanying financial statements:

- (1) Prior to November 15 of the preceding budget year, the County Manager, and the Chief Financial Officer, receive budget requests from County departments, agencies, elected officials, and authorities who receive funding from the county through the budget process.
- (2) Meetings may be held by the County Manager to review budget requests, justifications, and recommendations.
- (3) By November 15, the County Manager presents a proposed budget for the fiscal year beginning the following January 1 to the Board of Commissioners. This budget includes recommended expenditures, including but not limited to capital outlay, and public works projects for the following year, and estimated revenues to finance them. Notice of the availability of the proposed budget to the public is published in advance of the presentation to the Board of Commissioners and in accordance with O.C.G.A. 36-81-5(e). The proposed budget serves as the acting budget until the final budget is adopted.
- (4) A duly noticed public hearing is held, typically in December, after presentation of the proposed budget but before adoption of the final budget for the purposes of receiving public comment. The budget is legally adopted by the Board of Commissioners no later than the second regular meeting of the Board of Commissioners in January of the current budget year. A balanced budget for the general fund, each special revenue fund, and each debt service fund is required by law.
- (5) The level of legal budgetary control (the level at which expenditures may not exceed appropriations) is at the department level with the following provisions:
 - a. Departments, are authorized to transfer certain amounts within departmental budgets, with certain exceptions which require the approval of the County Manager or designee (ie. salary savings).
 - b. Budget amendments that would increase total department appropriations require Board approval.
- (6) For FY 2022, budgets are legally adopted for the two major funds, the General Fund (annually) and American Rescue Plan Fund (adopted at time of receipt). Formal budgetary integration is employed as a management control device during the year for these two funds. Budgets were also

legally adopted for debt service fund and other special revenue funds for the fiscal year ending December 31, 2022. Project-length budgets are adopted upon approval for the capital project, including the major capital project fund for bond funded Library improvements and construction. Generally, annual adopted appropriations, encumbered and unencumbered, lapse December 31. The Public and Mental Health services are now largely inactive and hold residual funds for accrued compensation payments with no annual budget necessary for this previously budgeted final payout made to the Fulton County Board of Health related to its transition from being a county department to being an independent entity.

- (7) Total appropriations for any fund may be increased if, during the year, sources of revenue become available to the County in excess of original anticipations, and these amounts are anticipated by the County Manager and subsequently appropriated by the Board of Commissioners. No supplemental appropriations were made during 2022.

The Board of Commissioners approved the 2023 General Fund Budget of the County on January 18, 2023.

Basis of Accounting

The County maintains a General Fund and designated special funds. The County's accounting records for general governmental operations are routinely maintained on a cash basis during the fiscal year in accordance with legal budgetary requirements. At year end, adjustments are made by the County to conform to accounting principles generally accepted in the United States of America for governmental financial statements. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. The governmental fund financial statements are reported using the current resources measurement focus and the modified accrual basis of accounting. Property taxes are recognized as revenue in the year in which the levy is assessed. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Previous Annual Tax Anticipation Note and Other Borrowings

Because a major portion of revenues for the General Fund of the County comes from property taxes which are not due until October 15 (although such taxes are payable July 1 through October 15), it is necessary for the County to borrow working capital for operations during a portion of the year. To that end, the tax anticipation notes are issued early in each fiscal year for the entire amount required and proceeds are invested to mature, as needed, based upon cash flow projections. Investments are made in obligations of the United States governmental agencies, United States Treasury bills and notes, banker's acceptances, the Georgia Local Government Investment Pool and repurchase agreements of very short duration.

Set forth below is the County's General Fund annual tax anticipation note borrowing for the previous ten fiscal years ended December 31 in the years shown:

Fiscal Year	Principal Amount
2013	\$200,000,000
2014	200,000,000
2015	200,000,000
2016	150,000,000
2017	200,000,000
2018	-
2019	200,000,000
2020	200,000,000
2021	175,000,000
2022	175,000,000

Source: Fulton County Finance Department.

In Fiscal Year 2018, the County issued a line of credit with a financial institution for an amount up to \$200,000,000 to provide operating capital for 2018 until property tax collections were received by the County. As of December 31, 2018, no amounts were outstanding under such line of credit.

The County currently expects to issue \$200,000,000* in aggregate principal amount of its Tax Anticipation Notes, Series 2023 in Fiscal Year 2023.

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* Preliminary; subject to change.

Historical Revenues and Expenditures

**Fulton County, Georgia
General Fund Balance
Cash Flow Summary (Cash Basis)
Historical Revenues and Expenditures
Last Five Fiscal Years Ended December 31,**

	2018	2019	2020	2021	2022
CASH AND AVAILABLE RESOURCES ⁽¹⁾					
Beginning cash, January 1	\$ 13,243,145	\$175,689,482	\$205,287,403	\$226,934,120	\$ 249,919,335
Capital improvement funds	-	-	-	-	-
Total	\$ 13,243,145	\$175,689,482	\$205,287,403	\$226,934,120	\$ 249,919,335
REVENUES ⁽²⁾					
Current tax	\$558,758,352	\$551,148,874	\$573,296,434	\$581,936,860	\$ 560,851,334
Prior year taxes	211,212,566	46,329,189	37,253,291	39,378,050	33,605,123
All other	74,264,072	126,280,845	113,544,064	128,961,135	163,546,607
Total revenues	844,234,990	723,758,908	724,093,789	750,276,045	758,003,064
Total cash and revenues	\$857,478,135	\$899,448,390	\$929,381,192	\$977,210,165	\$1,007,922,399
EXPENDITURES ⁽²⁾					
General fund expenditures	\$641,788,653	\$694,160,987	\$702,447,072	\$727,290,830	\$ 785,885,173
Use of other resources	40,000,000	-	-	-	-
Total expenditures	\$681,788,653	\$694,160,987	\$702,447,072	\$727,290,830	\$ 785,885,173
Ending cash, December 31 st	\$175,689,482	\$205,287,403	\$226,934,120	\$249,919,335	\$ 222,037,226

⁽¹⁾ Estimated cash balance at beginning of current fiscal year available to meet cash flow requirements during fiscal year.

⁽²⁾ Revenues and expenditures shown are prepared on an unaudited cash basis.

Source: Fulton County Finance Department.

General Fund Revenues by Source and General Fund Expenditures by Function

For information regarding General Fund revenues by source and General Fund expenditures by function, see the County's Annual Comprehensive Financial Reports, which are available on the County's website and the EMMA website.

PROPERTY AND OTHER TAXES

Property Tax

The County endeavors to reappraise a portion of the real property located in the County annually so that all real property is reappraised every three years. A taxpayer may appeal the reappraised value of his property. Georgia law requires the Fulton County Tax Commissioner (the "Tax Commissioner") to issue temporary tax bills to taxpayers in appeal equal to the higher of the taxpayer's return of value or 85% of the current year's valuation as set by the Fulton County Board of Assessors (the "Board of Assessors"). A taxpayer with property in appeal may elect to be billed

100% of the valuation pending the appeal hearing. In addition, taxes in appeal are not considered delinquent if the taxpayer pays the County the amount of taxes which would be due based on the assessed valuation for the prior year or based on the portion of the undisputed assessed valuation.

The assessment of real property in the County, overseen by the Board of Assessors, continues to generate significant appeals although the number of appeals is on the decline.

All taxes levied on real and personal property in the County, together with interest thereon and penalties for late payment, constitute a lien on and against the subject property arising after January 1 in the year in which taxed. Georgia law provides that taxes have priority over any other debt, lien, or claim of any kind. Exceptions to this rule can be found but they are limited in scope.

Collection of delinquent real property taxes is enforceable by tax sale of such realty. Delinquent personal property taxes are similarly enforceable by seizure and sale of such property. There can be no assurance, however, that the value of the property sold, in the event of a tax sale, will be sufficient to produce the amount required to pay in full the delinquent taxes, including any interest or penalty thereon.

When the last day for the payment of taxes arrives, the tax collector notifies the taxpayer in writing that taxes have not been paid and that unless paid, an execution will be issued. At any time after thirty days from giving the notice previously described, upon the request of the County, the Tax Commissioner, as ex-officio sheriff, issues an execution for nonpayment of the taxes. No notice is required for delinquent taxes on personal property, and executions may be issued on the first day following the last day for payment of taxes. All delinquent accounts are placed on the general execution docket in the Superior Court of Fulton County. The Tax Commissioner then publishes a notice of the sale in a local newspaper weekly for four weeks and gives the taxpayer ten days' written notice by registered or certified mail. A public sale of the property is then made by the Tax Commissioner at the Fulton County Courthouse on the first Tuesday of the month after the required notices are given.

Motor Vehicle Tax

In 2012, the Georgia General Assembly passed legislation providing for a new method of taxation for motor vehicles purchased or leased on or after March 1, 2013 and titled in Georgia. These vehicles are exempt from sales and use tax and annual ad valorem tax, also known as the "birthday tax." These taxes are replaced by a one-time tax that is imposed on the fair market value of the vehicle called the title ad valorem tax fee ("TAVT"). The fair market value is the taxable base of the motor vehicle.

In calendar year 2022, the law requires the Department of Revenue ("Department") to evaluate TAVT revenues to determine if the TAVT rate will change for the calendar year following the year of the calculation. The law sets forth the specific methodology to be followed by the Department in determining whether the rate is to change or stay the same. For future years the rate may be adjusted, but in no event can the rate exceed 9%. The rate for the subsequent tax years, if increased, will be set by the Commissioner of the Department and will be published by August 31 of the year prior to the rate change.

Applications for title and TAVT payments are submitted directly to the county in which the purchaser registers the vehicle (*i.e.* county of residence) and must be paid at the time application for title and registration are made. Vehicles purchased prior to March 1, 2013 continue to be subject to the yearly "birthday tax." The State of Georgia Motor Vehicle Tax Unit assesses the value of these motor vehicles by make, model, and year and provides the information to each county tax office for billing.

Public Utility Tax

The State of Georgia Property Tax Unit also assesses the value of the respective property of public utilities and divides the respective assessment(s) into two parts, assessed value of property and assessed value of franchise, and provides these amounts to the respective county which bills these taxes to the respective utility company.

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FULTON COUNTY BONDED INDEBTEDNESS

Computation of Direct and Overlapping Debt

The County's tax supported debt, including direct general obligation debt, overlapping jurisdiction debt and contractual indebtedness, is set forth in the following table:

Fulton County, Georgia Computation of Direct and Overlapping Debt as of December 31, 2022

Name of Governmental Unit	Amount Outstanding	Percentage Applicable to Fulton County	Amount Applicable to Fulton County
Direct debt:			
Fulton County General Obligation Library Bonds	\$222,543,911	100.00%	\$222,543,911
Fulton County Urban Redevelopment Agency	126,912,103	100.00	126,912,103
Fulton County capital lease obligations	34,935,151	100.00	34,935,151
South Fulton Regional Jail Authority (Fulton project)	10,175,000	100.00	10,175,000
Total Direct Debt	<u>\$394,566,165</u>		<u>\$394,566,165</u>
Contractual obligations and overlapping contractual obligations:			
Fulton County School District	-	100.00	-
The Fulton-DeKalb Hospital Authority:			
Surgery Center project bonds - 2020	66,920,000	100.00	66,920,000
Surgery Center project bonds - 2021	8,025,000	100.00	8,025,000
Municipalities: ⁽¹⁾			
Alpharetta	108,047,699	100.00	108,047,699
Atlanta (including School District ⁽²⁾)	248,138,000	94.32*	234,051,185
Hapeville	5,870,000	100.00	5,870,000
Fairburn ⁽³⁾	6,765,000	100.00	6,765,000
Johns Creek ⁽³⁾⁽⁴⁾	37,732,045	100.00	37,732,045
Milton ⁽³⁾	45,731,439	100.00	45,731,439
Union City	9,292,493	100.00	9,292,493
South Fulton Urban Redevelopment Authority ⁽³⁾	15,720,000	100.00	15,720,000
Roswell	2,213,363	100.00	2,213,363
East Point Building Authority ⁽³⁾	33,639,467	100.00	33,639,467
Total overlapping debt ⁽⁵⁾	<u>\$588,094,506</u>		<u>\$574,007,691</u>
Total direct and overlapping debt and contractual obligations and overlapping contractual obligations ⁽¹⁾	<u>\$982,660,671</u>		<u>\$968,573,857</u>

* For above debt funded through property tax collections the percentage of overlapping debt applicable is estimated using taxable property values for the specific geographic area.

⁽¹⁾ Does not include the City of Sandy Springs obligations pursuant to an annually renewable lease agreement with the Public Facilities Authority. The balance including premium, as of December 31, 2022 is \$227,770,985.

⁽²⁾ Does not include the City of Atlanta's Certificates of Participation of \$59,879,000 as of December 31, 2022.

⁽³⁾ Information for 2022 is not yet available; Reflects information for 2021.

⁽⁴⁾ Does not include the City of Johns Creek Certificate of Participation issued by the Georgia Municipal Association on behalf of the City in the amount remaining of \$17,860,000 as of December 31, 2022.

⁽⁵⁾ Certain information as of December 31, 2023 is not yet available. See footnote (4).

Calculation of City of Atlanta overlapping percentages:	M&O A.V. (\$000s)	% of M&O A.V.	Bond A.V. (\$000s)	% Bond A.V.
City of Atlanta in Fulton	\$37,975,801	93.83%	\$42,968,354	94.32%
City of Atlanta in DeKalb	2,497,212	6.17	2,586,132	5.68
	<u>\$40,473,013</u>	<u>100.00%</u>	<u>\$45,554,486</u>	<u>100.00%</u>

** Based on 2022 Tax Digest values from the Georgia Department of Revenue.

Source: Fulton County Finance Department.

Constitutional Debt Limitation

The constitutional limit on direct general obligation bonds is the amount equal to 10% of the assessed valuation of taxable property. Ten percent of the assessed valuation of taxable property, as of December 31, 2022, is \$8,995,076,000. As of December 31, 2022, the County had direct general obligation debt outstanding in the amount of \$180,873,000. Therefore, the County's unused debt margin was approximately \$8,814,203,000 as of December 31, 2022.

Fulton County, Georgia Legal Debt Margin Information Last Ten Fiscal Years (in thousands)

Assessed value	\$95,533,227
Less:	
Applicable property tax exemptions	(5,582,466)
Assessed value for bond purposes	89,950,761
Debt limit 10% of assessed value	8,995,076
Less amounts of debt applicable to the limit:	
General Obligation debt outstanding	222,544
less available debt service funds	(41,671)
Total amount applicable to debt limit	180,873
Legal Debt Margin	\$8,814,203

	Debt Limit	Total net bonded debt applicable to limit	Legal Debt Margin	Total net debt applicable to the limit as a % of debt limit
2013	\$4,927,896	\$148,341	\$4,779,555	0.31%
2014	5,033,761	139,498	4,894,263	0.29
2015	5,458,818	130,257	5,328,561	0.24
2016	5,591,627	121,152	5,470,475	0.22
2017	5,793,855	227,719	5,566,136	0.41
2018	6,690,076	213,685	6,476,391	0.33
2019	7,382,833	207,000	7,175,833	0.29
2020	7,701,954	199,292	7,502,662	0.27
2021	8,249,020	189,291	8,059,729	0.23
2022	8,995,076	180,873	8,814,203	0.21%

General Obligation Bonds

See "FISCAL OVERVIEW OF THE COUNTY - General Obligation Bonds" in the Official Statement.

Multi-Year Lease Payment Limitations

Pursuant to the laws of the State, the County is authorized to enter into multiyear lease, purchase or lease purchase contracts provided that the principal portion of such contract, when added to the amount of debt incurred by the County pursuant to Article IX, Section V,

Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within the County.

Further, pursuant to the laws of the State, the County may not execute, renew, refinance or restructure multiyear lease, purchase, or lease purchase contracts with respect to real property if the lesser of either of the following is exceeded:

(i) the average annual payments for such contracts does not exceed an amount equal to 7.5% of the governmental fund revenues of the County for the calendar year preceding the delivery of such contract plus any available special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111; or

(ii) the outstanding principal balance of the aggregate of all such outstanding contracts exceeds \$25,000,000; except that with respect to any county (such as the County) which, prior to July 1, 2000, had entered into such a contract, the outstanding principal balance of which exceeded \$25,000,000, such outstanding contracts may be renewed, refinanced, or restructured, but no new contracts may be developed and executed until the outstanding principal balance of such outstanding contracts has been reduced so that the \$25,000,000 limitation or the limitation in (i) above (whichever is lower) is not exceeded.

On November 1, 2019, the County entered into an installment sale lease agreement with the Association of County Commissioners of Georgia (ACCG), for \$18,500,000. This was for the acquisition of buildings and equipment for County operations for both mental health services as well as other County services. This agreement is for 15 years at an interest rate of 1.97%. The outstanding balance for this lease is \$15,221,929 as of December 31, 2022.

Other previous capital lease obligations for mechanical, electrical, and plumbing improvements at the County jail, 911 emergency communications equipment, and related leases total \$19,713,222 as of December 31, 2022.

The County on October 1, 2018 entered into an intergovernmental agreement with the South Fulton Municipal Regional Jail Authority ("SFMRJA"), an entity that is empowered to sell property for the operations of a jail within the County. This previously constructed and operated jail facility refunded its outstanding debt under this arrangement, in which the County agreed to pay the SFMRJA amounts sufficient to pay the debt service on the SFMRJA's 2018 bond of \$12,825,000 at 2.99%. The balance of this obligation is \$10,175,000 as of December 31, 2022.

APPENDIX D
FORM OF NOTE COUNSEL OPINION

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May __, 2023

Board of Commissioners of
Fulton County, Georgia
Atlanta, Georgia

\$200,000,000
Fulton County, Georgia
General Fund Tax Anticipation Notes, Series 2023

Ladies and Gentlemen:

We have served as Note Counsel to Fulton County, Georgia (the “County”) in connection with the issuance and sale of the County’s \$200,000,000 General Fund Tax Anticipation Notes, Series 2023 (the “Notes”), dated the date of their delivery.

In connection with this opinion, we have examined (i) Article IX, Section V, Paragraph V of the Georgia Constitution of 1983, as amended (the “Constitution”), (ii) the applicable laws of (A) the State of Georgia (the “State”), including without limitation, Section 36-80-2 of the Official Code of Georgia Annotated, as amended and (B) the United States of America, including without limitation the Internal Revenue Code of 1986, as amended (the “Code”), and (iii) copies of proceedings and other documents relating to the issuance and sale of the Notes by the County as we have deemed necessary to render this opinion, including, without limitation, resolutions of the Board of Commissioners of the County, adopted on March 15, 2023 and _____, 2023.

As to questions of fact material to our opinion, we have relied upon and are assuming the accuracy of certifications and representations of the County, County officers and other public officials and certain other third parties contained in certificates and other documents delivered at closing, including, without limitation, certifications as to the use of proceeds of the Notes, without undertaking to verify them by independent investigation.

We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic, and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to this financing have been duly authorized, executed and delivered by all parties to them other than the County, and we have further assumed the due organization, existence and powers of all parties other than the County.

Based on the foregoing, in our opinion, under current law:

1. The Notes have been duly authorized and issued in accordance with the Constitution and laws of the State and constitute valid and binding general obligations of the County.

2. Interest on the Notes (i) is excludable from gross income of the owners thereof for purposes of federal income taxation under Section 103 of the Code and (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax on individuals. In addition, for taxable years beginning after December 31, 2022, such interest is included in the "adjusted financial statement income" (as defined in Section 56A of the Code) of certain corporations in determining the applicability and amount of the federal corporate alternative minimum tax imposed under Section 55(b) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Notes.

In delivering this opinion, we are assuming continuing compliance with the Covenants (as defined below) by the County, so that interest on the Notes will remain excludable from gross income for federal income tax purposes under Section 103 of the Code. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the Notes in order for interest on the Notes to be and remain excludable from gross income for purposes of federal income taxation under Section 103 of the Code. These requirements include, by way of example and not limitation, restrictions on the use, expenditure and investment of the proceeds of the Notes and the use of the property financed or refinanced by the Notes, limitations on the source of the payment of and the security for the Notes, and the obligation to rebate certain excess earnings on the gross proceeds of the Notes to the United States Treasury. The tax certificate and related documents for the Notes (the "Tax Certificate") delivered at closing by the County contain covenants (the "Covenants") under which the County has agreed to comply with the requirements. A failure to comply with the Covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactive to their date of issue. In the event of noncompliance with the Covenants, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the Notes from becoming includable in gross income for federal income tax purposes.

We have no responsibility to monitor compliance with the Covenants after the date of issue of the Notes.

Certain requirements and procedures contained, incorporated or referred to in the Tax Certificate, including the Covenants, may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such document. We express no opinion concerning any effect on the excludability of interest on the Notes from gross income for federal income tax purposes under Section 103 of the Code of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than this firm.

3. Interest on the Notes is exempt from taxation by the State. We express no opinion regarding (i) other tax consequences arising with respect to the Notes under the laws of the State or (ii) any consequences arising with respect to the Notes under the tax laws of any state or local jurisdiction other than the State.

This opinion is subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences, fraudulent transfers and equitable subordination), reorganization, moratorium and other similar laws affecting creditors' rights generally. This

opinion is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing.

Our services as Note Counsel to the County have been limited to rendering the foregoing opinions based on our review of such legal proceedings and other documents as we deem necessary to approve the validity of the Notes and the tax status of the interest on the Notes. The foregoing opinions are in no respect an opinion as to the business or financial resources of the County or the ability of the County to provide for the payment of the Notes or the accuracy or completeness of any information that anyone may have relied upon in making the decision to purchase the Notes. This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

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APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This **CONTINUING DISCLOSURE CERTIFICATE** (this "Disclosure Certificate") dated _____, 2023, is executed and delivered by **FULTON COUNTY, GEORGIA** (the "County") in connection with the issuance of \$200,000,000 in aggregate principal amount of its General Fund Tax Anticipation Notes, Series 2023 (the "Notes"). The County covenants and agrees as follows:

Section 1. Definitions.

(a) For the purposes of this Disclosure Certificate, all capitalized terms used, but not otherwise defined in this Disclosure Certificate shall have the meanings ascribed to such terms in the hereinafter defined Official Statement.

(b) In addition to the terms defined elsewhere in this Disclosure Certificate, the following terms shall have the following meanings for the purposes of this Disclosure Certificate:

"Actual Knowledge" as used in this Disclosure Certificate, and for the purposes of this Disclosure Certificate, the County shall be deemed to have "actual knowledge" of the occurrence of any event only if and to the extent the individual or individuals employed by the County and directly responsible for the administration of this Disclosure Certificate on behalf of the County have actual knowledge of or receive written notice of the occurrence of such event.

"Beneficial Owner" means any beneficial owner of the Notes. Beneficial ownership is to be determined consistent with the definition thereof contained in Rule 13d-3 of the SEC, or, in the event such provisions do not adequately address the situation at hand (in the opinion of nationally recognized bond counsel), beneficial ownership is to be determined based upon ownership for federal income tax purposes.

"Business Day" means a day other than: (a) a Saturday or Sunday; or (b) a day on which banks are required or authorized to be closed; or (c) a day on which the County is required or authorized to be closed; or (d) a day on which the New York Stock Exchange is closed.

"EMMA" means the Electronic Municipal Market Access system, a service of the MSRB.

"Filing" means, as applicable, any Notice Event Filing or Voluntary Filing under this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Note Resolution" means those certain resolutions adopted by the Board of Commissioners of the County on March 15, 2023 and May 17, 2023.

"Notice Event" means an event listed in Section 3 of this Disclosure Certificate.

"Notice Event Filing" means any notice of the occurrence of a Notice Event that the County files or causes to be filed with the Repository.

"Obligated Person" means the County and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Notes (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Official Statement" means the Official Statement dated May __, 2023 relating to the Notes.

"Participating Underwriter" means _____ in its capacity as the initial purchaser of the Notes required to comply with the Rule in connection with the offering of the Notes.

"Repository" means each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. As of the date of this Disclosure Certificate, the only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at <http://emma.msrb.org>.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, in effect as of the date hereof.

"SEC" means the United States Securities and Exchange Commission.

"Voluntary Filing" means the information that the County files or causes to be filed with the Repository pursuant to Section 5 of this Disclosure Certificate.

Section 2. Scope of this Disclosure Certificate.

(a) This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders of the Notes and to assist the Participating Underwriter in complying with the Rule. The disclosure obligations of the County under this Disclosure Certificate relate solely to the Notes. Such disclosure obligations are not applicable to any other securities issued or to be issued by the County, whether issued for the benefit of the County or otherwise, nor to any other securities issued by or on behalf of the County.

(b) This Disclosure Certificate shall inure solely to the benefit of the County, the Participating Underwriter, and the Beneficial Owners, and shall create no rights in any other person or entity.

(c) This Disclosure Certificate shall terminate upon: (i) the defeasance, redemption or payment in full of all Notes, in accordance with the Note Resolution, or (ii) the delivery of an opinion of counsel expert in federal securities laws retained by the County to the effect that continuing disclosure is no longer required under the Rule as to the Notes.

Section 3. Reporting of Notice Events.

The County shall file, or cause to be filed, a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner not in excess of ten Business

Days after the County has Actual Knowledge of the occurrence of any of the following Notice Events with respect to the Notes:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- (vii) Modifications to rights of the holders of the Notes, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the Notes, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person. Such an event is considered to occur when there is an appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; or

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

Section 4. Responsibility for Content of Filings.

(a) The County shall be responsible for the content of each Filing (or any portion thereof) pursuant to this Disclosure Certificate.

(b) Each Filing distributed by the County shall be in a form suitable for distributing publicly and shall contain the CUSIP numbers of the Notes and such other identifying information required by the MSRB from time to time. Each Notice Event Filing shall be in substantially the form set forth in EXHIBIT A attached hereto.

(c) Any report, notice or other filing to be made public pursuant to this Disclosure Certificate may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

(d) Notwithstanding any provision in this Disclosure Certificate to the contrary, nothing in this Disclosure Certificate shall be construed to require the County to interpret or provide an opinion concerning information made public pursuant to this Disclosure Certificate.

(e) Notwithstanding any provision in this Disclosure Certificate to the contrary, the County shall not make public information which is not permitted to be publicly disclosed under any applicable data confidentiality or privacy law or other legal requirement.

Section 5. Voluntary Filings.

(a) The County may voluntarily file, or cause to be filed, information with the Repository, from time to time (a "Voluntary Filing").

(b) Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information using the means of dissemination set forth in this Disclosure Certificate or including any other information in any Notice Event Filing or Voluntary Filing in addition to that required by this Disclosure Certificate. If the County chooses to include any information in any Notice Event Filing or Voluntary Filing in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure

Certificate to update such information or include it in any future Notice Event Filing or Voluntary Filing.

(c) Notwithstanding the foregoing provisions of this Section 5, the County is under no obligation to provide any Voluntary Filing.

Section 6. Defaults; Remedies.

Notwithstanding any provision of this Disclosure Certificate or the Note Resolution to the contrary, no default under this Disclosure Certificate shall constitute a default or event of default under the Note Resolution. To the extent permitted by law, the sole and exclusive remedy of any Beneficial Owner for the enforcement of the provisions hereof shall be an action for mandamus or specific performance, as applicable, by court order, to cause the County to comply with its obligations hereunder.

Section 7. Amendment or Waiver.

(a) This Disclosure Certificate shall not be amended or modified except as provided in this Section 7. No modification, amendment, alteration or termination of all or any part of this Disclosure Certificate shall be construed to be, or operate as, altering or amending in any way the provisions of the Note Resolution.

(b) Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if: (i) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Obligated Person or type of business conducted by such Obligated Person; (ii) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of the Beneficial Owners of the Notes, as determined by an unqualified opinion of counsel expert in federal securities laws retained by the County or by the approving vote of Beneficial Owners of the Notes pursuant to the terms of the governing instrument at the time of the amendment.

(c) The County shall prepare or cause to be prepared a notice of any of the foregoing amendment(s) or modification(s) and shall file, or caused to be filed, such notice in accordance with Section 5 of this Disclosure Certificate.

Section 8. Severability. In case any part of this Disclosure Certificate is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Certificate. This Disclosure Certificate shall be construed or enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Certificate affect any legal and valid application.

Section 9. Dissemination Agents. The County may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor disseminating agent.

SIGNATURE PAGE TO
CONTINUING DISCLOSURE CERTIFICATE
FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023

IN WITNESS WHEREOF, the County has caused this Disclosure Certificate to be executed, on the date first written above, by its duly authorized officer.

FULTON COUNTY, GEORGIA

By: _____
Sharon L. Whitmore, CPA, CPFO
Chief Financial Officer

EXHIBIT A

**NOTICE TO REPOSITORY OF THE OCCURRENCE OF
[INSERT THE NOTICE EVENT]**

Relating to

\$200,000,000

**FULTON COUNTY, GEORGIA
GENERAL FUND TAX ANTICIPATION NOTES,
SERIES 2023**

**Originally Issued on _____, 2023
CUSIP Number [_____]**

Notice is hereby given by Fulton County, Georgia (the "County"), as an obligated person with respect to the above-referenced notes under the Securities and Exchange Commission's Rule 15c2-12, that **[**INSERT THE NOTICE EVENT**]** has occurred. **[**DESCRIBE NOTICE EVENT AND MATERIAL CIRCUMSTANCES RELATED THERETO**]**.

This Notice is based on the best information available to the County at the time of dissemination hereof and is not guaranteed by the County as to the accuracy or completeness of such information. The County will disseminate additional information concerning **[**NOTICE EVENT**]**, as and when such information becomes available to the County, to the extent that the dissemination of such information would be consistent with the requirements of Rule 15c2-12 and the County's obligation under that certain Continuing Disclosure Certificate dated _____, 2023. **[**Any questions regarding this notice should be directed in writing only to the County. However, the County will not provide additional information or answer questions concerning [**NOTICE EVENT**] except in future written notices, if any, disseminated by the County in the same manner and to the same recipients as this Notice**].**

DISCLAIMER: All information contained in this Notice has been obtained by the County from sources believed to be reliable as of the date hereof. Due to the possibility of human or mechanical error as well as other factors, however, such information is not guaranteed as to the accuracy, timeliness or completeness. Under no circumstances shall the County have any liability to any person or entity for (a) any loss, damage, cost, liability or expense in whole or in part caused by, resulting from or relating to this Notice, including, without limitation, any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting, communicating or delivering any information contained in this Notice, or (b) any direct, indirect, special, consequential or incidental damages whatsoever related thereto.

Dated: _____

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APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's book-entry system has been obtained from DTC and neither the County nor the Purchaser make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for the Notes in the aggregate principal amount set forth on the cover of this Official Statement and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants," and together with the Direct Participants, the "Participants"). The DTC Rules applicable to the Participants are on file with the U.S. Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the Notes. For example, Beneficial Owners of the Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the County. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

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Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0341

Meeting Date: 5/17/2023

Department

Human Resources Management

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

Request approval of updates to the Equal Employment Opportunity and Prejudicial Acts Policy (103-16) to ensure compliance with the Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390.

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

Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390.

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 Department of Human Resources Management and the Department of Diversity and Civil Rights Compliance request approval of an update to the Equal Employment Opportunity and Prejudicial Acts Policy (103-16) to ensure compliance with the Fulton County Crown Act, BOC Resolution 23-0166 and Georgia HB 1390. The proposed policy update clarifies that the County's prohibition against discrimination includes discrimination based on hair texture, protective hair styles, and cultural hairstyles. It further clarifies that the protections against retaliation for complaining about discriminatory behavior described in the Equal Employment Opportunity and Prejudicial Acts Policy

(103-16) extend to individuals working for the County in a similar capacity to employees pursuant to HB 1390.



PERSONNEL POLICY

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY AND PREJUDICIAL ACTS

DATE: January 1, 2017

Number: 103-16

I. Statement of Policy

Fulton County is an equal opportunity employer and is committed to the principles of non-discrimination and equality of employment opportunities. In accordance with applicable law, Fulton County prohibits and will not tolerate discrimination, harassment or retaliation against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), sexual orientation, gender identity or expression, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, hair texture and protective and cultural hairstyles (as set forth in the Fulton County Crown Act, Code Section 38-39 *et seq.*), or any other consideration protected by federal, state or local law. Such prohibition includes but is not limited to Georgia law's prohibition against discrimination of employees and applicants for employment based on age (40-70) and disability, and against wage differentials based on sex.

Fulton County's commitment to equal opportunity employment applies to all persons involved in County operations and prohibits unlawful discrimination, harassment or retaliation by any employee, including supervisors and co-workers.

In addition, any acts or threats of violence, property damage, harassment, intimidation or other acts designed to infringe upon employees' rights as described by federal anti-discrimination laws or Fulton County Personnel Policies will not be tolerated. This policy is designed to strictly prohibit all discrimination and harassment, including sexual harassment, by or against supervisory officials, employees, non-employees, as well as clients and customers.

Please note that employees may be found to be in violation of this policy even if their conduct does not rise to the level of legally cognizable discrimination, harassment, or retaliation.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

II. Applicability

This policy applies to all Fulton County employees, department heads and elected or appointed officials hired by Fulton County and paid by the Fulton County Finance Department (Payroll Division), including part-time, non-permanent employees, interns and contractors doing business with Fulton County. Additionally, this policy also protects citizens doing business with Fulton County.

Any employee or other covered individual who believes he or she may have been subjected to discrimination, harassment or retaliation in violation of this Policy, may file an Internal Discrimination Complaint with the Department of Diversity and Civil Rights Compliance ("DCRC"), as set forth in the Discrimination Complaint Procedure.

III. Prohibition Against Retaliation

Fulton County strictly prohibits retaliation against: 1) any individual working for Fulton County as an employee or in a similar capacity, or individual who opposes any act or practice they perceive to violate this policy; and 2) any individual working for Fulton County as an employee or in a similar capacity who has made a charge, testified, cooperated, assisted or participated (in any manner) in any EEO-related investigation, proceeding or hearing. Retaliation is a separate violation, distinct from the initial, underlying discrimination allegation. Individuals found to have engaged in retaliation will be subject to discipline without regard to whether there has been a finding of cause in the underlying, initial harassment complaint. Any employee who feels they have been subjected to retaliation should contact the DCRC or the EEOC immediately.

Nothing in this provision shall be interpreted to prohibit Fulton County from taking appropriate corrective or remedial action against any individual who it determines has engaged in or facilitated sexual harassment.

IV. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.



PERSONNEL POLICY

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY AND PREJUDICIAL ACTS

DATE: _____, 2023

Number: 103-16

I. Statement of Policy

Fulton County is an equal opportunity employer and is committed to the principles of non-discrimination and equality of employment opportunities. In accordance with applicable law, Fulton County prohibits and will not tolerate discrimination, harassment or retaliation against any applicant or employee based on any legally-recognized basis, including, but not limited to: race, color, religion, sex, pregnancy (including childbirth, lactation or related medical conditions), sexual orientation, gender identity or expression, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service-member status, hair texture and protective and cultural hairstyles (as set forth in the Fulton County Crown Act, Code Section 38-39 *et seq.*), or any other consideration protected by federal, state or local law. Such prohibition includes but is not limited to Georgia law's prohibition against discrimination of employees and applicants for employment based on age (40-70) and disability, and against wage differentials based on sex.

Fulton County's commitment to equal opportunity employment applies to all persons involved in County operations and prohibits unlawful discrimination, harassment or retaliation by any employee, including supervisors and co-workers.

In addition, any acts or threats of violence, property damage, harassment, intimidation or other acts designed to infringe upon employees' rights as described by federal anti-discrimination laws or Fulton County Personnel Policies will not be tolerated. This policy is designed to strictly prohibit all discrimination and harassment, including sexual harassment, by or against supervisory officials, employees, non-employees, as well as clients and customers.

Please note that employees may be found to be in violation of this policy even if their conduct does not rise to the level of legally cognizable discrimination, harassment, or retaliation.

These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

II. Applicability

This policy applies to all Fulton County employees, department heads and elected or appointed officials hired by Fulton County and paid by the Fulton County Finance Department (Payroll Division), including part-time, non-permanent employees, interns and contractors doing business with Fulton County. Additionally, this policy also protects citizens doing business with Fulton County.

Any employee or other covered individual who believes he or she may have been subjected to discrimination, harassment or retaliation in violation of this Policy, may file an Internal Discrimination Complaint with the Department of Diversity and Civil Rights Compliance ("DCRC"), as set forth in the Discrimination Complaint Procedure.

III. Prohibition Against Retaliation

Fulton County strictly prohibits retaliation against: 1) any individual working for Fulton County as an employee or in a similar capacity, or individual who opposes any act or practice they perceive to violate this policy; and 2) any individual working for Fulton County as an employee or in a similar capacity who has made a charge, testified, cooperated, assisted or participated (in any manner) in any EEO-related investigation, proceeding or hearing. Retaliation is a separate violation, distinct from the initial, underlying discrimination allegation. Individuals found to have engaged in retaliation will be subject to discipline without regard to whether there has been a finding of cause in the underlying, initial harassment complaint. Any employee who feels they have been subjected to retaliation should contact the DCRC or the EEOC immediately.

Nothing in this provision shall be interpreted to prohibit Fulton County from taking appropriate corrective or remedial action against any individual who it determines has engaged in or facilitated sexual harassment.

IV. Establishment and Implementation of Procedure

The County Manager, in consultation with the Chief Human Resources Officer and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0342

Meeting Date: 5/17/2023

Department

Real Estate and Asset Management

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

Request approval for the Board of Commissioners, on behalf of the Fulton County Department of Real Estate and Asset Management, to provide a letter of support for inclusion with the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application.

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

In accordance with Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control to exercise such powers as are granted by law or are indispensable to their jurisdiction over county matters.

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

The City of Atlanta's Office of Sustainability and Resilience contacted DREAM's Energy and Sustainability Manager regarding the County's interest in offering a letter of support for the City's pending Federal Highway Administration grant application that, if approved, would result in funding being allocated for the installation of electric vehicle (EV) charging stations throughout the City of Atlanta. Because Fulton County operates twenty (20) libraries within the City of Atlanta, depending on the grant funds awarded, there is the potential for the City partnering with Fulton County to install EV charging stations at County libraries located within the City of Atlanta because both the City and the County as both entities share a commitment to improving access to EV charging stations.

Scope of Work: The Department of Real Estate and Asset Management recommends approval to provide a letter of support for the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application. The grant will fund electric vehicle (EV) charging stations at sites across Atlanta, thereby facilitating the transition to zero emission vehicles. In addition to reducing vehicle-related emissions, the funding will target low-income, disadvantaged, and underserved communities. If funded, Atlanta is considering installing EV charging stations at Fulton County libraries within the City. If funded, the Department of Real Estate and Asset Management will work with the City to determine the most appropriate library locations and how the partnership will work. The Department of Real Estate and Asset Management would bring a partnership agreement or intergovernmental agreement to the Board of Commissioners for its consideration before moving forward.

Community Impact: If funded, this grant will provide public EV charging stations throughout the City of Atlanta. If funded, this City of Atlanta project has the potential to support the Board's October 2022 resolution that all County facilities should have charging stations, where feasible.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to provide a letter of support for the City of Atlanta's Federal Highway Administration Charging and Fueling Infrastructure Grant application.

Project Implications: If the grant is funded, Fulton County has the opportunity to have electric vehicle charging stations at Fulton County library locations within the City of Atlanta.

Community Issues/Concerns: None identified

Department Issues/Concerns: None identified

EXHIBITS ATTACHED

Exhibit 1: Letter of Support

CONTACT INFORMATION

Joseph Davis, Director, Department of Real Estate and Asset Management, 404-861-7163

April 28, 2023

City of Atlanta
Mayor's Office of Sustainability and Resilience
55 Trinity Ave SW
Atlanta, GA 30303
Attention: Ms. Chandra Farley

Subject: Letter of Support – Charging and Fueling Infrastructure Grant

Dear Ms. Farley:

It is with great pleasure that the Fulton County Board of Commissioners supports the City of Atlanta's Charging and Fueling Infrastructure grant application. This charging infrastructure will facilitate public access to EV charging stations and accelerate the adoption of zero emission vehicles in Fulton County. In addition to reducing greenhouse gas and vehicle related emissions, the funding will target low-income, disadvantaged, and underserved communities.

Fulton County is already committed to increasing public access to EV charging stations. In 2019 the Fulton County Board of Commissioners adopted a Sustainability Plan, and in February 2022 the Board updated the plan with more aggressive sustainability and resilience goals. The updated plan calls for the installation of charging stations at all viable County facilities. In October 2022, the Board went a step further and issued a resolution that all County facilities should have charging stations, where feasible.

Fulton County looks forward to working with the City of Atlanta to facilitate public access to EV charging stations. The County's Department of Real Estate and Asset Management (DREAM) will collaborate with the City to determine which County locations can host charging stations funded by the grant. For any questions regarding this grant, please contact DREAM's Energy and Sustainability Manager at 404-536-1310 or Jessica.Lavender@fultoncountyga.gov.

Sincerely,



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0343

Meeting Date: 5/17/2023

Department

Real Estate and Asset Management

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

Request approval to utilize a cooperative purchasing contract - Department of Real Estate and Asset Management, OMNIA Partners Contract #3341, Turnkey Installation of HVAC Equipment for 4700 North Point Pkwy, in the amount not to exceed \$1,392,282.89 with Trane US, Inc. (Doraville, GA), to provide demolition and removal of eight (8) existing roof-top units (RTUs) and install eight (8) new commercial RTUs at the County-owned facility located at 4700 North Point Parkway, Alpharetta, Georgia 30022. Effective upon BOC approval for 10 months or completion of the replacement/installation project as determined by Fulton County.

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 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 *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to utilize a cooperative purchasing contract to provide demolition and removal of eight (8) existing RTUs and install eight new (8) Commercial Rooftop Air Conditioning Units RTUs at the County-owned facility located at 4700 North Point Parkway, Alpharetta, Georgia 30022. This work is necessitated due to the existing equipment having exceeded its useful life expectancy and cannot be repaired to an acceptable performance

level. This work will be the initial phase of a planned renovation of the facility for the future site of multiple County Health and Human Services agencies.

Given extraordinary lead times for major mechanical equipment in the current market, it is imperative that this work begin now so as not to inordinately prolong the planned renovation project. This approach will allow the future design-build contractor to focus solely on the interior renovation design and construction thereby lowering the overall cost of the project as well as shortening the project duration.

Scope of Work: This cooperative purchasing contract furnishes all materials, labor, tools, equipment, and appurtenances necessary for the replacement of the RTUs. The scope of work includes, but is not limited to, the following:

Removal Existing Rooftop Units:

- Demolition and removal of existing (8) Carrier RTUs
- Provision of cranes and rigging necessary to complete removal.

Installation of (8) New Intellipak Rooftop Units:

- Install four (4) 50-ton Packaged Rooftop
- Install four (4) 60-ton Packaged Rooftop
- Provide cranes and rigging necessary to complete installation

HVAC Equipment Components:

- Cooling / Electric Heat
- 90 KW Electric Heat
- 100% Exhaust - 15 HP w/Statitrac
- M8 Hi-Eff TA / None
- 0-100% Economizer
- VAV DTC Supply and Relief/Return VFD w/o Bypass
- UL Approval
- Unit Mounted Disconnect Switches
- Economizer Control w/ Comparative Enthalpy
- Standard Aluminum Condenser Coil
- Grease Lines
- Standard Panels
- BACnet Communication Interface
- Spring Isolators - Supply/Ex/Return
- Downflow supply/Upflow Return
- Programmable Zone Temperature Sensor
- Adapter Curbs (FId)
- Provide new curbs to fit new Intellipak units
- Provide factory mounted BACnet controllers on new units

Note: All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)

Community Impact: This effort is necessary for the environmental health and comfort of the patrons and employees at this County facility as the current equipment has exceeded its useful life expectancy.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to utilize this cooperative purchasing contract in order to accomplish the aforementioned demolition and installation in a timely manner.

The project will be managed by the Department Real Estate and Asset Management (DREAM), HVAC division.

The estimated time to complete the required replacement/installation is 10 months upon receipt of notice to proceed/or completion of project as determined by Fulton County and purchase order with lead time of materials and equipment.

Project Implications: This contract will allow the necessary upgrade and installation of the existing HVAC mechanical equipment to more energy efficient and reliable equipment.

Community Issues/Concerns: None of which 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 eight (8) RTUs.

Contract Modification No, this is a new procurement.

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

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

Exhibit 1: OMNIA Partners Contract #3341

Exhibit 2: Cost Proposal

Exhibit 3: Contractor's Performance Report

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

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$1,392,282.89
TOTAL: \$1,392,282.89

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

540-520-5200-1410: ACCG/Northpoint, Real Estate and Asset Management, 4700 Northpoint Building- \$1,392,282.89

Key Contract Terms	
Start Date: Upon BOC Approval	End Date: Effective upon issuance of Notice to Proceed for 10 months or completion of replacement/ installation project as determined by Fulton County
Cost Adjustment:	Renewal/Extension Terms: Open Time Procurement

Overall Contractor Performance Rating: 3.40

Would you select/recommend this vendor again?

Yes

Report Period Start:
10/1/2022

Report Period End:
12/31/2022

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



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").

WITNESSETH:

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.

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:  8/17/2022
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BY:  8/17/2022
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BY:  8/17/2022
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BY:  8/16/2022
DocuSigned by:
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Trane U.S. Inc.
 BY:  8/16/2022
DocuSigned by:
95FF4CCACB964F1...



Trane Turnkey Proposal



Turnkey Proposal For:

Fulton County Purch & Land
141 PRYOR STREET SW STE 7001
Atlanta, GA 30303-3030 USA

Local Trane Office:

Trane U.S. Inc.
4000 DEKALB TECHNOLOGY PARKWAY
SUITE 100
Doraville, GA 30340

Local Trane Representative:

Jeff Taylor / Thomas Brown
Account Manager
Cell: (678) 332-8740
Office: (404) 321-7500

OMNIA PARTNERS CONTRACT NUMBER:

G1-285001-23-001

Date: April 24, 2023



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.

- (8) New Intellipak units
- RTU User Interface and Control
- Equipment Scheduling

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$1,392,282.89. This project has been priced under the Trane OMNIA Partners contract number 3341.

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.

Jeff Taylor / Thomas Brown
Account Manager, Trane U.S. Inc.

**Prepared For:****Date:**

April 24, 2023

Job Name:

4700 Northpoint Pkwy

Proposal Number:

G1-285001-23-001

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 and based on the site surveys performed on 04/12/2023.

HVAC Equipment Included in this Project

Tag Data - Commercial Rooftop Air Conditioning Units (Midrange) (Qty: 8)

Item	Tag(s)	Qty	Description	Model Number
A1	50 Ton	4	IPAK 1 50 Ton Packaged Rooftop	SEHMF504N*77C6BD8001A0C00000000R0008A0
A2	60 Ton	4	IPAK 1 60 Ton Packaged Rooftop	SEHMF604N*77C9AD8001A0C00000000R0008A0

Product Data - Commercial Rooftop Air Conditioning Units (Midrange)

All Units

- Cooling / Electric Heat
- 460/60/3
- 90 KW Electric Heat
- 100% Exhaust - 15 HP w/Statitrac
- M8 Hi-Eff TA / None
- 0-100% Economizer
- VAV DTC Supply and Relief/Return VFD w/o Bypass
- Standard Ambient
- cULus Approval
- Unit Mounted Disconnect Switch
- Economizer Control w Comparative Enthalpy
- Standard Aluminum Condenser Coil
- Non Rapid Restart
- Grease Lines
- Standard Panels
- BACnet Communication Interface
- Spring Isolators - Supply/Ex/Return
- Downflow supply/Upflow Return
- Programmable Zone Temperature Sensor
- Adapter Curbs (Fld)

Item: A1 Qty: 4 Tag(s): 50 Ton, 50 Ton-1, 50 Ton-2, 50 Ton-3

- 50 Ton Air Cooled
- 20 HP Supply Fan



Item: A2 Qty: 4 Tag(s): 60 Ton, 60 Ton-1, 60 Ton-2, 60 Ton-3

- 60 Ton Air Cooled
- 40 HP Supply Fan

Turnkey Installation of HVAC Equipment

- Trane to furnish (8) New Intellipak Units as specified in this proposal
- Trane to demo and remove existing (8) Carrier RTU's
- Trane to provide all cranes and rigging necessary to complete this scope of work
- Trane to provide new curbs to fit new Intellipak units
- Trane to provide factory mounted BACnet controllers on new units
 - ***Units are not setup to control to space temperature and are intended to work as VAV discharge temperature control units. We will monitor space temperatures in each zone through the BAS but units are designed to run based off of demand from terminal units.***
- Trane to provide factory start-up to ensure proper operation of new units
- Furnish and install system controller to provide service access for new RTUs.
- Owner to provide network connection and I.P. address.
- Furnish standard equipment graphics.
- Trane to pull in new RTUs and provide scheduling.
- Trane to provide owners 8 hours of training on the new system.



Crane Staging



- Trane to stage the crane in the above specified locations.
- Trane to coordinate with Fulton County to make sure parking areas will be clear and blocked off.
- Crane lifts to be done during normal business hours.

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- 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
- Intent of this project is to replace the (8) RTU's and setup the BAS system infrastructure. The RTU's are designed to run on demand from terminal units. The terminal units in this building are not operational and replacing the RTUs alone will not accurately control space temperatures in the building. Specifically, heating functionality will be limited as space heat is supplied by the terminal units. Trane expects that the terminal units will be replaced in the future and tied into the control system to provide proper control of the system.
- Trane is under the impression that the existing fire safety system is operational and up to code. Fire safety system will be reconnected in current operation and this proposal does not include modifying the existing fire safety systems.
- Test and Balance is excluded due to lack of working terminal boxes.



Pricing and Acceptance

Fulton County Purch & Land
141 PRYOR STREET SW STE 7001
Atlanta, GA 30303-3030 USA

4700 North Point Parkway
Alpharetta, GA 30075

Price

Total Net Price (*Including appropriate Sales and/or Use Tax, if required by law*).....\$ 1,392,282.89

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Jeff Taylor / Thomas Brown
Account Manager
Trane U.S. Inc.
(404) 321-7500



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Jeff Taylor	Cell: (678) 332-8740 Office: (404) 321-7500 Proposal Date: April 24, 2023
CUSTOMER ACCEPTANCE Fulton County Purch & Land	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

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. 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. 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.

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. 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.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined 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.

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. 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. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. 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. Notwithstanding any other term or condition herein, 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.

11. 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.



12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. 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 Contract Price, contract time, or both.

14. 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.

15. 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, "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.

16. 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.

17. 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).

18. 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.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR 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 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.

20. 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, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. 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.

22. 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 ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. 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.

24. 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.

25. 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. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. 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.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. 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.

28. 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.

29. 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(0123)
Supersedes 1-26.251-10(1221)



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
10/1/2022	12/31/2022	1/1/2022	12/31/2022
Purchaser Order Number		Purchase Order Date	
DO 52003102200000000000360		3/10/2022	
Department			
Real Estate and Asset Mangement			
Bid Number		Service Commodity	
20ITB125598C-GS		HVAC On Call Maintenance Services Countywide	
Contractor			
Trane U.S., Inc.			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	During this review period, TRANE has complied with all work plans. Their technicians are very knowledgeable and professional. Their communication with DREAM personnel has been very detailed as it pertains to services rendered.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
		Score 90% +	
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	TRANE has met key milestones per the contract and have proven to be reliable. On occasions in which TRANE were called upon for their services they responded within and acceptable timetable and provided a resolution. Recently TRANE has completed an HVAC system upgrade in our 911 call Center. +	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input checked="" type="radio"/>	3		
<input type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	TRANE's responsiveness to inquiries has been prompt coming from their service manager and field technicians. Invoices have been received on time and when an inquiry was made into any discrepancies, the communications from their office managers were clear and transparent. Score 90%
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	Overall, when MSI completed their contractual agreement we were satisfied 95% of the time. Trane's staff has provided on-site customer care visits to affirm Fulton County's satisfaction with their services. Again, their field technicians display a high level of professionalism and continually go above and beyond to ensure that DREAM's key personnel are updated on their progress reports.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	TRANE's key field technicians continue to demonstrate a high degree of knowledge, experience and expertise in this review period. It shows that their technicians have been very well trained and have many years working in the HVAC industry. They independently manage their contract with little to no supervision required by County staff and continue to respond promptly to any requests in a professional manner.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input checked="" type="radio"/>	3	
<input type="radio"/>	4	

Overall Performance Rating	3.40	Date	01-09-2023
Would you select/recommend this vendor again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Rating completed by:	Dexter Dyer		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

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

Submit

Print

Save



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0344

Meeting Date: 5/17/2023

Department

Real Estate and Asset Management

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

Request approval to increase the spending authority - Department of Real Estate and Asset Management, ITB#ITB22110K-DJ, Furniture and Installation Services for the Fulton County Central Warehouse in the total amount of \$351,522.81 with The Hon Company, LLC c/o Minton Jones Company, Inc. (Muscatine, IA) to cover the costs for Phase II furniture and related components (Emergency Management, Clerk of the Courts, IT, FGTV, DREAM, Police Department, Marshal, and Sheriff's Office) for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Effective upon BOC approval.

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

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

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

Open and Responsible Government

Commission Districts Affected

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

Is this a purchasing item?

Yes

Summary & Background Request approval to increase spending authority to cover the costs for Phase II furniture and related components for the Fulton County Central Warehouse.

Scope of Work: The increase spending authority is being requested to cover the costs to furnish and

install office furniture, workstations, and related components for Phase II for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213.

The BOC approved the Contract #ITB22110K-DJ, Furniture, and Installation Services for the Fulton County Central Warehouse for Phase I in the total amount of \$1,160,245.01 with The Hon Company, LLC c/o Minton Jones Company, Inc. on March 15, 2023, as Item #23-0196. Now, we are requesting approval of additional funding to cover the costs for Phase II furniture and related components for the 345,000 sq. ft. remaining portion of the existing Fulton County Warehouse.

Phase II of the building is allocated for Emergency Management, Clerk of the Courts, IT, FGTV, Real Estate and Asset Management, Police Department, Marshal, and Sheriff's Office. This phase of the building is anticipating installation of the new furniture in May 2023.

This contract furnishes all materials, labor, tools, equipment, and appurtenances necessary to provide and install office furniture, workstations, and related components for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213. Scope of Work consist of, but is not limited to:

1. Facilitate the proper ordering of all furniture items for both Phase I and II
2. Provide bi-weekly project status report
3. Deliver, receive, inspect all goods ordered
4. Coordinate and determine installation and assemble of all furniture items for both Phase I and II
5. Clean and remove any debris generated at the jobsite during and after installation
6. Provide a statement warranting that all proposed product and related equipment conform to current federal, state, and local codes, as well as ADA standard for accessibility
7. Provide a minimum 5-year warranty period of all manufacture systems furniture and components, and to include repair and/or replacement free of charge, both for labor and materials
8. The Contractor will be required to provide for storage of all furniture until the time of installation for all phases of the building; or provide just in time delivery for the furniture to meet all deadlines. The County will not be responsible for any storage of furniture.

Community Impact: None of which the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval to increase spending authority to cover the costs for Phase II furniture and related components (Emergency Management, Clerk of the Courts, IT, FGTV, DREAM, Police Department, Marshal, and Sheriff's Office) for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, GA 30213.

The recommended Furniture Contractor(s) will work in collaboration with the DREAM's Management Team and the County's Architectural and Engineering Design Firm representatives.

Project Implications: The intent of this contract is to accommodate and support the selected County Agencies by providing the most functional and cost-effective office furniture, workstations, related

components that will facilitate a multi-business functional workplace environment and support all technology requirements at the Fulton County Central Warehouse.

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

Department Issues/Concerns: If this increase spending authority is not approved, the County does not have the capacity to purchase and install the most functional and cost-effective office furniture, workstations, related components that will accommodate and meet the workplace environment requirements for selected Fulton County Agencies at the Fulton County Central Warehouse

Contract Modification

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	23-0196	3/15/23	\$1,160,245.01
Increase Spending Authority No. 1			\$351,522.81
Total Revised Amount			\$1,511,767.82

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

Contract Value: \$351,522.81
Prime Vendor: The Hon Company, LLC C/O Minton Jones Company, Inc.
Prime Status: Non-Minority
Location: Muscatine, IA
County: Muscatine County
Prime Value: \$351,522.81 or 100.00%

Total Contract Value: \$351,522.81 or 100.00%
Total Certified Value: \$0.00 or 0.00%

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

Exhibit 1: Amendment No. 1 to Form of Contract
Exhibit 2: Cost Proposal Office Furniture Phase II (The Hon Company)
Exhibit 3: Contractor's Performance Report

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

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$1,160,245.01
Previous Adjustments: \$0.00
This Request: \$351,522.81
TOTAL: \$1,511,767.82

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

500-520-5200-C601: Capital, Real Estate and Asset Management, Central Warehouse Buildouts-
\$351,522.81

Key Contract Terms	
Start Date: Effective upon BOC approval	End Date: 270 calendar days of completion of project as determined by Fulton County
Cost Adjustment:	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

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: **The Hon Company, LLC C/O Minton Jones Company, Inc.**

Contract No. **ITB22110K-DJ, Furniture and Installation Services for the Fulton County Central Warehouse**

Address: **200 Oak Street**
City, State **Muscataine, IA 52761**

Telephone: **(563) 272-3932**

E-mail: contractmanager@honcompany.com

Contact: **Dena Bates**
Contract Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **The Hon Company, LLC c/o Minton Jones Company, Inc.**, to provide Furniture and Installation Services for the Fulton County Central Warehouse, dated 15th day of March 2023, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is to increase spending authority to cover the costs for additional requirements for Phase II furniture and related components for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Atlanta, Georgia 30213.

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 **May 17, 2023, BOC Items #23-** .

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

This Amendment No. 1 to Form of Contract is effective as of the 17th day of May, 2023, between the County and **The Hon Company, LLC c/o Minton Jones Company, 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 additional costs to furnish and install office furniture, workstations, and related components for Phase II for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road,

Atlanta, Georgia 30213.

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$351,522.81** (Three Hundred Fifty-One Thousand Five Hundred Twenty-Two Dollars and Eighty-One 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

CONSULTANT:

**THE HON COMPANY, LLC C/O
MINTON JONES COMPANY, INC.**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Dena Bates,
Contract Manager

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Office of the County Attorney

APPROVED AS TO CONTENT:

Notary Public

County: _____

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

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

Location: MINTON JONES COMPANY
Account: MINTON JONES COMPANY-NORCROSS: 6753-46632
Contract: 0320: HON ST OF GEORGIA INSTALL DELIVERY INV
END USER

Quote Name: Fulton Central Warehouse Phase 2
Quote Number: SQDXK000029-1
Created By: Bob Pugh

Created Date: 4/20/2023
Last Modified Date: 4/20/2023
Total Units: 3580
Est. Weeks to Ship All: 7-8 Weeks

Line:	001	Item:	HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$511.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1001 RECPT HSLVTMM				
		CONTROL:	SynchroTilt w/ SeatSlide				
		ARM:	Height/Width Adjustable				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Base				
		FRAME:	Black				

Line:	002	Item:	H2165.PINC.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	CAMBIA ARC ARM SLAT WOOD BACK	\$830.00	60.00%	\$332.00	\$3,652.00
Quantity:	11	Est Weeks to Ship:	5-6 Weeks				
Bid:	475120	Tags:	1002 IT LOBBY H2165				
		FINISH:	Pinnacle 679				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				

Line:	003	Item:	HSCER24LM.PINCPINC.PINC.P8V	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE END TABLE ROUND 24DX22H	\$1,227.00	60.00%	\$490.80	\$490.80
Quantity:	1	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1002 IT LOBBY 24/24/22H				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Pinnacle--Pinnacle				
		WOOD:	Pinnacle				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Titanium				

Line:	006	Item:	HWH1SS.B.CU98.CWLPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	WEST HILL SINGLE SEAT LOUNGE: STANDARD CUSHION	\$2,291.00	60.00%	\$916.40	\$916.40
Quantity:	1	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1003 PHONE RM HWH1SS				



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

ARM: Both Arms
FABRIC: Grade 1 Uph
FABRIC_Selection: Centurion--Navy
FOOT: Cone Wood--Portico Teak

Line:	005	Item:	HSCER24LM.PINCPINC.PINC.P8V	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE END TABLE ROUND 24DX22H	\$1,227.00	60.00%	\$490.80	\$490.80
Quantity:	1	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1003 PHONE RM 24/24/22H				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Pinnacle--Pinnacle				
		WOOD:	Pinnacle				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Titanium				

Line:	004	Item:	HCWPT.B9.LOFT.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	15 X 17 PERSONAL TABLE	\$341.00	60.00%	\$136.40	\$136.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1003 PHONE RM 15x17				
		LAMINATE:	Grd L1 Standard Laminate				
		LAMINATE_Selection:	Silver Mesh				
		EDGE:	Loft				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Brownstone				

Line:	011	Item:	HTLC54144.GDP.G2.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE 144W X 54D RECTANGULAR SHAPED LAMINATE TOP	\$1,792.00	60.00%	\$716.80	\$716.80
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1004 CONF RM 54/144				
		EDGE:	2MM/Flat--Portico Teak				
		GROMMET:	Cut out for Flip Top Port				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	015	Item:	HTPLATEVHAU	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE EXTRON PLATE (DBL SPACE)-VGA VGA HDMI AUDIO	\$428.00	60.00%	\$171.20	\$171.20
Quantity:	1	Est Weeks to Ship:	7-8 Weeks				
Bid:	475120	Tags:	1004 CONF RM VHAU				

Line:	012	Item:	HTLCRED72.LPT1.DP.LPT1.G.N	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE 20X72 36H HOSPITALITY CREDENZA	\$3,148.00	60.00%	\$1,259.20	\$1,259.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1004 CONF RM				



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

20x72

LAMTOP: Gr L2 Standard Laminates
LAMTOP_Selection: Portico Teak
EDGE: Portico Teak
LAMCHASSIS: Gr L2 Standard Laminates
LAMCHASSIS_Selection: Portico Teak
PULL: Loop Black
CUTOUT: No Cutout

Line:	010	Item:	HTG2PWR-4P-2B.SVR	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELLORAB G2 FLPTOP PORT-4 AC PWR-2 BLANK-10 CORD	\$626.00	60.00%	\$250.40	\$250.40
Quantity:	1	Est Weeks to Ship:	5-6 Weeks				
Bid:	475120	Tags:	1004 CONF RM PWR-4P-2B				
		PAINT:	Silver				

Line:	014	Item:	HTLSHELF.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE LAMINATE CREDENZA SHELF	\$86.00	60.00%	\$34.40	\$34.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1004 CONF RM HTLSHELF				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	013	Item:	HTLHP144.LPT1.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	HTLHP144	\$2,139.00	60.00%	\$855.60	\$855.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1004 CONF RM 29H				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		LAMINATE2:	Portico Teak				

Line:	008	Item:	HTBINSLIDE	List Price	Discount	Net Price	Total
Cust Line:		Model:	TRASH BIN SLIDE 35 QUART BIN	\$226.00	60.00%	\$90.40	\$90.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1004 CONF RM BIN				

Line:	009	Item:	HTG2PWR-3P-1E.SVR	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELLORAB G2 FLPTOP-3 AC PWR/1 EXTRON OPN-10 CORD	\$767.00	60.00%	\$306.80	\$306.80
Quantity:	1	Est Weeks to Ship:	5-6 Weeks				
Bid:	475120	Tags:	1004 CONF RM PWR-3P-1E				
		PAINT:	Silver				

Line:	007	Item:	HMN2.F.H.IR.ON.CU98.CBK	List Price	Discount	Net Price	Total
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MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

Cust Line:	Model:	MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	\$713.00	60.00%	\$285.20	\$3,422.40
Quantity: 12	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1004 CONF RM HMN2				
	ARM:	Fixed Arm				
	GLIDE/CAST:	Hard				
	BACK:	4-Way Regatta				
	SHELL:	Onyx				
	FABRIC:	Gr 1 UPH				
	FABRIC_Selection:	Centurion--Navy				
	FRAME:	Charblack				

Line: 022	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity: 3	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1005-1014-1015 OFFICES FF				
	LAMINATE:	Slate Teak				

Line: 024	Item:	HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:	Model:	MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$150.00
Quantity: 3	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1005-1014-1015 OFFICES TB(TB)				
	FABRIC:	Cool Neutral				

Line: 023	Item:	HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model:	MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$244.80
Quantity: 3	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1005-1014-1015 OFFICES 24/42				
	LAMINATE:	Slate Teak				

Line: 021	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity: 3	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1005-1014-1015 OFFICES BBF				
	LAMINATE:	Slate Teak				

Line: 018	Item:	HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model:	MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$408.00
Quantity: 3	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1005-1014-1015 OFFICES DH				



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

LAMINATE: Slate Teak

Line: 017	Item: HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$472.17
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1005-1014-1015 OFFICES HLED31AUO				

Line: 019	Item: HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$96.00
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1005-1014-1015 OFFICES LM				

LAMINATE: Slate Teak

Line: 020	Item: HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$380.40
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1005-1014-1015 OFFICES 30/72				

LAMINATE: Slate Teak

Line: 026	Item: HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$1,141.20
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1005-1014-1015 OFFICES HNR1				
	CONTROL: Advanced Synchro-Tilt				
	CYLINDER: Standard Cylinder				
	ARM: Height - Width Adj Arms				
	CASTER: Hard Caster				
	BACK: 4-Way Regatta				
	FABRIC: Grade 1 Uph				
	FABRIC_Selection: Centurion--Navy				
	LUMBAR: Black Adjustable Lumbar				
	BASETYPE: Standard Plastic Black				
	FRAME: Black				

Line: 025	Item: HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-UPH SEAT- SET/2	\$813.00	60.00%	\$325.20	\$975.60
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1005-1014-1015 OFFICES HMG2				



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

ARM: Fixed Arm
GLIDE/CAST: Standard Nylon Glide
SHELL: Onyx
FABRIC: Gr 1 UPH
FABRIC_Selection: Centurion--Navy
FRAME: Charblack

Line:	016	Item:	HLED31A	List Price		Discount		Net Price		Total
Cust Line:		Model:	31IN LED LIGHT	\$662.00		70.80%		\$193.30		\$579.90
			W/PWRSUPPLYFORDAISYCHAIN(STARTER)							
Quantity:	3	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1005-1014-1015 OFFICES							
			HLED31A							

Line:	041	Item:	HRVC50PL.P7D	List Price		Discount		Net Price		Total
Cust Line:		Model:	ABOUND L CONNECTOR PAINTED 50IN	\$169.00		70.80%		\$49.35		\$789.60
Quantity:	16	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC							
			50L							
		PAINT:	P1 Paint Opts							
		PAINT_Selection:	Brownstone							

Line:	034	Item:	HH873501.EY	List Price		Discount		Net Price		Total
Cust Line:		Model:	CIRCUIT 1	\$47.00		70.81%		\$13.72		\$68.60
Quantity:	5	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC							
			1007 SERVICE DELIV OPEN OFC							
		COLOR:	Brownstone							

Line:	038	Item:	HH879072	List Price		Discount		Net Price		Total
Cust Line:		Model:	BASE IN-FEED CABLE BASE 3-1 & 2-2	\$253.00		70.80%		\$73.88		\$221.64
			SYSTEMS							
Quantity:	3	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC							
			BIF							

Line:	058	Item:	HWC4824P.B9.LOFT.EY	List Price		Discount		Net Price		Total
Cust Line:		Model:	SYSTEMS CORNER WORKSURFACE	\$710.00		70.80%		\$207.32		\$2,073.20
			48WX24D EDGE BAND CURVED							
Quantity:	10	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC							
			48/24							
		LAMINATE:	Grd L1 Standard Laminates							
		LAMINATE_Selection:	Silver Mesh							
		EDGE:	Loft							
		GROMMET:	Brownstone							

Line:	042	Item:	HRVC50PT.P7D	List Price		Discount		Net Price		Total
Cust Line:		Model:	ABOUND CONNECTOR T - PAINTED 50IN	\$169.00		70.80%		\$49.35		\$246.75



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

Quantity: 5 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1007 SERVICE DELIV OPEN OFC
50T
PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line:	045	Item:	HRVF5048P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 48W	\$324.00	70.80%	\$94.61	\$3,405.96
Quantity:	36	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 48/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	029	Item:	HEP35.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	INTERGRATED POWER POLE 35H-50H PANELS	\$422.00	70.80%	\$123.22	\$123.22
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC PP				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	049	Item:	HRVT1536F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 36W	\$633.00	70.80%	\$184.84	\$2,772.60
Quantity:	15	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 15/36FG				
		GLASS:	Clear Glass				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	035	Item:	HH873502.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 2	\$47.00	70.81%	\$13.72	\$68.60
Quantity:	5	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		COLOR:	Brownstone				

Line:	052	Item:	HRVT1548T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 48W	\$104.00	70.80%	\$30.37	\$2,186.64
Quantity:	72	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	050	Item:	HRVT1536T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 36W	\$92.00	70.80%	\$26.86	\$805.80



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Quantity: 30 **Est Weeks to Ship:** 4-5 Weeks
Bid: 475120 **Tags:** 1007 SERVICE DELIV OPEN OFC
1007 SERVICE DELIV OPEN OFC
FABRIC: Gr A Fabric
FABRIC_Selection: Appoint--Mandarin

Line: 057	Item: HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$2,556.00
Quantity: 10	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1007 SERVICE DELIV OPEN OFC HSLVTMM				
	CONTROL: SynchroTilt w/ SeatSlide				
	ARM: Height/Width Adjustable				
	CASTER: Hard Caster				
	BACK: 4-Way Regatta				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	LUMBAR: Black Adjustable Lumbar				
	BASETYPE: Standard Base				
	FRAME: Black				

Line: 036	Item: HH873504.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: CIRCUIT 4	\$47.00	70.81%	\$13.72	\$68.60
Quantity: 5	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
	COLOR: Brownstone				

Line: 061	Item: HWSR36.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: WORKSURFACE-TO-WING PANEL BRACKET	\$65.00	70.80%	\$18.98	\$379.60
	36W				
Quantity: 20	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1007 SERVICE DELIV OPEN OFC WPB				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 051	Item: HRVT1548F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: FRAMELESS GLASS 15H X 48W	\$720.00	70.80%	\$210.24	\$7,358.40
Quantity: 35	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1007 SERVICE DELIV OPEN OFC 15/48FG				
	GLASS: Clear Glass				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 028	Item: HCTL242.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: 24D CANTILEVER ONE PAIR	\$93.00	70.80%	\$27.16	\$543.20
Quantity: 20	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1007 SERVICE DELIV OPEN OFC				



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CB

PAINT: P1 Paint Opts

PAINT_Selection: Brownstone

Line:	055	Item:	HRVT3048HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 48W	\$484.00	70.80%	\$141.33	\$2,261.28
Quantity:	16	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	039	Item:	HHTADF3.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	THREE-PORT FLEX MODE DATA FACEPLATE	\$29.00	70.79%	\$8.47	\$84.70
Quantity:	10	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		PAINT:	Black				

Line:	031	Item:	HH871148	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	\$151.00	70.80%	\$44.09	\$264.54
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 48PT				

Line:	059	Item:	HWR2448P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W	\$446.00	70.80%	\$130.23	\$2,604.60
Quantity:	20	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 24/48				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Silver Mesh				
		EDGE:	Loft				
		GROMMET:	Brownstone				

Line:	027	Item:	H882.L.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 36W	\$996.00	67.00%	\$328.68	\$3,286.80
Quantity:	10	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 18x36x28				
		LOCK:	Standard Random Key Lock				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	046	Item:	HRVFSB36	List Price	Discount	Net Price	Total
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Cust Line:		Model:	ABOUND 36W SEGMENT BAR	\$25.00	70.80%	\$7.30	\$219.00
Quantity:	30	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				

Line:	060	Item:	HWSB2.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE BRACKET KIT	\$52.00	70.81%	\$15.18	\$151.80
Quantity:	10	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC WBK				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	033	Item:	HH871912	List Price	Discount	Net Price	Total
Cust Line:		Model:	CEILING IN-FEED CABLE 144IN LONG	\$263.00	70.80%	\$76.80	\$76.80
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC CIF - 144				

Line:	054	Item:	HRVT3036T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 36W	\$129.00	70.80%	\$37.67	\$753.40
Quantity:	20	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Centurion--Navy				

Line:	037	Item:	HH873506.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 3 (2+2)	\$47.00	70.81%	\$13.72	\$68.60
Quantity:	5	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		COLOR:	Brownstone				

Line:	043	Item:	HRVC50PX.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND X CONNECTOR PAINTED 50IN	\$164.00	70.80%	\$47.89	\$47.89
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 50X				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	044	Item:	HRVF5036P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 36W	\$298.00	70.80%	\$87.02	\$1,305.30
Quantity:	15	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 36/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				



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Line:	048	Item:	HRVP48P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 48W POWER POLE TRIM KIT	\$173.00	66.30%	\$58.30	\$58.30
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC HRVP48P				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	032	Item:	HH871248	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	\$239.00	70.80%	\$69.79	\$558.32
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 48PH				

Line:	053	Item:	HRVT3036HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 36W	\$421.00	70.80%	\$122.93	\$1,229.30
Quantity:	10	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	047	Item:	HRVFSB48	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 48W SEGMENT BAR	\$27.00	70.81%	\$7.88	\$567.36
Quantity:	72	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 1007 SERVICE DELIV OPEN OFC				

Line:	030	Item:	HH871048	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL PASS-THRU W/O POWER BLOCK48IN3-1&2-2	\$137.00	70.80%	\$40.00	\$160.00
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 48JC				

Line:	040	Item:	HRVC50PF.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FINISHED END PAINTED 50IN	\$104.00	70.80%	\$30.37	\$455.55
Quantity:	15	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1007 SERVICE DELIV OPEN OFC 50E-C				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	056	Item:	HRVT3048T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 48W	\$150.00	70.80%	\$43.80	\$2,452.80
Quantity:	56	Est Weeks to Ship:	4-5 Weeks				



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Bid: 475120 **Tags:** 1007 SERVICE DELIV OPEN OFC
1007 SERVICE DELIV OPEN OFC
FABRIC: Gr A Fabric
FABRIC_Selection: Centurion--Navy

Line: 062	Item: H895.L.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: BRIGADE 800 SERIES LAT FILE 5 DRAWER	\$2,649.00	67.00%	\$874.17	\$2,622.51
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 COMMON STORAGE 18x42x64				
	LOCK: Standard Random Key Lock				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 091	Item: HWR2448P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W	\$446.00	70.80%	\$130.23	\$1,041.84
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 RECORDS OPEN OFC 24/48				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Silver Mesh				
	EDGE: Loft				
	GROMMET: Brownstone				

Line: 064	Item: HCTL242.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: 24D CANTILEVER ONE PAIR	\$93.00	70.80%	\$27.16	\$217.28
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 RECORDS OPEN OFC CB				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 065	Item: HH871048	List Price	Discount	Net Price	Total
Cust Line:	Model: ELECTRICAL PASS-THRU W/O POWER BLOCK48IN3-1&2-2	\$137.00	70.80%	\$40.00	\$80.00
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 RECORDS OPEN OFC 48JC				

Line: 080	Item: HRVFSB48	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND 48W SEGMENT BAR	\$27.00	70.81%	\$7.88	\$252.16
Quantity: 32	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				

Line: 067	Item: HH871248	List Price	Discount	Net Price	Total
Cust Line:	Model: ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	\$239.00	70.80%	\$69.79	\$279.16



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Quantity: 4 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1008 RECORDS OPEN OFC
48PH

Line:	072	Item:	HH879072	List Price	Discount	Net Price	Total
Cust Line:		Model:	BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	\$253.00	70.80%	\$73.88	\$147.76
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC BIF				

Line:	093	Item:	HWSR36.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE-TO-WING PANEL BRACKET 36W	\$65.00	70.80%	\$18.98	\$151.84
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC WPB				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	084	Item:	HRVT1548T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 48W	\$104.00	70.80%	\$30.37	\$971.84
Quantity:	32	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	081	Item:	HRVT1536F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 36W	\$633.00	70.80%	\$184.84	\$1,109.04
Quantity:	6	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 15/36FG				
		GLASS:	Clear Glass				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	071	Item:	HH873506.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 3 (2+2)	\$47.00	70.81%	\$13.72	\$27.44
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				
		COLOR:	Brownstone				

Line:	074	Item:	HRVC50PF.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FINISHED END PAINTED 50IN	\$104.00	70.80%	\$30.37	\$182.22
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 50E-C				



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PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line:	085	Item:	HRVT3036HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 36W	\$421.00	70.80%	\$122.93	\$491.72
Quantity:	4	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	068	Item:	HH873501.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 1	\$47.00	70.81%	\$13.72	\$27.44
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				
		COLOR:	Brownstone				

Line:	088	Item:	HRVT3048T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 48W	\$150.00	70.80%	\$43.80	\$1,226.40
Quantity:	28	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Centurion--Navy				

Line:	076	Item:	HRVC50PT.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND CONNECTOR T - PAINTED 50IN	\$169.00	70.80%	\$49.35	\$98.70
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 50T				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	063	Item:	H882.L.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 36W	\$996.00	67.00%	\$328.68	\$1,314.72
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 18x36x28				
		LOCK:	Standard Random Key Lock				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	070	Item:	HH873504.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 4	\$47.00	70.81%	\$13.72	\$27.44
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				



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1008 RECORDS OPEN OFC

COLOR: Brownstone

Line:	079	Item:	HRVFSB36	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 36W SEGMENT BAR	\$25.00	70.80%	\$7.30	\$87.60
Quantity:	12	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				
			1008 RECORDS OPEN OFC				

Line:	073	Item:	HHTADF3.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	THREE-PORT FLEX MODE DATA FACEPLATE	\$29.00	70.79%	\$8.47	\$33.88
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				
			1008 RECORDS OPEN OFC				
		PAINT:	Black				

Line:	077	Item:	HRVF5036P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 36W	\$298.00	70.80%	\$87.02	\$522.12
Quantity:	6	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				
			36/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	069	Item:	HH873502.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 2	\$47.00	70.81%	\$13.72	\$27.44
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				
			1008 RECORDS OPEN OFC				
		COLOR:	Brownstone				

Line:	086	Item:	HRVT3036T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 36W	\$129.00	70.80%	\$37.67	\$301.36
Quantity:	8	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				
			1008 RECORDS OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Centurion--Navy				

Line:	082	Item:	HRVT1536T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 36W	\$92.00	70.80%	\$26.86	\$322.32
Quantity:	12	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC				
			1008 RECORDS OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	092	Item:	HWSB2.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE BRACKET KIT	\$52.00	70.81%	\$15.18	\$60.72



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Quantity: 4 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1008 RECORDS OPEN OFC
WBK
PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line:	087	Item:	HRVT3048HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 48W	\$484.00	70.80%	\$141.33	\$565.32
Quantity:	4	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 1008 RECORDS OPEN OFC				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	090	Item:	HWC4824P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	SYSTEMS CORNER WORKSURFACE 48WX24D EDGEBAND CURVED	\$710.00	70.80%	\$207.32	\$829.28
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 48/24				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Silver Mesh				
		EDGE:	Loft				
		GROMMET:	Brownstone				

Line:	066	Item:	HH871148	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	\$151.00	70.80%	\$44.09	\$176.36
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 48PT				

Line:	078	Item:	HRVF5048P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 48W	\$324.00	70.80%	\$94.61	\$1,513.76
Quantity:	16	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 48/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	083	Item:	HRVT1548F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 48W	\$720.00	70.80%	\$210.24	\$3,363.84
Quantity:	16	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1008 RECORDS OPEN OFC 15/48FG				
		GLASS:	Clear Glass				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				



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Line: 075	Item: HRVC50PL.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND L CONNECTOR PAINTED 50IN	\$169.00	70.80%	\$49.35	\$394.80
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 RECORDS OPEN OFC 50L				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 089	Item: HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$1,022.40
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1008 RECORDS OPEN OFC HSLVTMM				
	CONTROL: SynchroTilt w/ SeatSlide				
	ARM: Height/Width Adjustable				
	CASTER: Hard Caster				
	BACK: 4-Way Regatta				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	LUMBAR: Black Adjustable Lumbar				
	BASETYPE: Standard Base				
	FRAME: Black				

Line: 094	Item: HCT1MM.Y1.A.H.M.CU98.AL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: CNV MB MESH	\$484.00	55.10%	\$217.32	\$6,519.60
Quantity: 30	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1018 DIAGNOSTICS OPEN OFC HCT1MM				
	CONTROL: SimpleSynchro-Tilt w/SeatSlide				
	ARM: Height and WidthAdjustable Arm				
	CASTER: Hard Casters				
	BACK: Black Mesh Back				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	LUMBAR: Adjustable Lumbar				
	BASETYPE: Standard Base				
	FRAME: Black Frame Color				

Line: 118	Item: HWR2460P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: SYSTEMS RECTANGULAR WORKSURFACE	\$526.00	70.80%	\$153.59	\$4,607.70
	EDGEBAND 24D X 60W				
Quantity: 30	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1018 DIAGNOSTICS OPEN OFC 24/60				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Silver Mesh				
	EDGE: Loft				
	GROMMET: Brownstone				



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Line: 095 Cust Line: Quantity: 15 Bid: 475120	Item: HH871160 Model: ELECTRICAL PASS-THRU CABLE 60W 3-1 & 2-2 SYSTEMS Est Weeks to Ship: 3-4 Weeks Tags: 1018 DIAGNOSTICS OPEN OFC 60PT	List Price \$151.00	Discount 70.80%	Net Price \$44.09	Total \$661.35
Line: 098 Cust Line: Quantity: 6 Bid: 475120	Item: HH873502.EY Model: CIRCUIT 2 Est Weeks to Ship: 3-4 Weeks Tags: 1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC COLOR: Brownstone	List Price \$47.00	Discount 70.81%	Net Price \$13.72	Total \$82.32
Line: 113 Cust Line: Quantity: 15 Bid: 475120	Item: HRVT1560F.G.P7D Model: FRAMELESS GLASS 15H X 60W Est Weeks to Ship: 4-5 Weeks Tags: 1018 DIAGNOSTICS OPEN OFC 15/60FG GLASS: Clear Glass PAINT: P1 Paint Opts PAINT_Selection: Brownstone	List Price \$877.00	Discount 70.80%	Net Price \$256.08	Total \$3,841.20
Line: 104 Cust Line: Quantity: 36 Bid: 475120	Item: HRVC50PF.P7D Model: ABOUND FINISHED END PAINTED 50IN Est Weeks to Ship: 3-4 Weeks Tags: 1018 DIAGNOSTICS OPEN OFC 50E-C PAINT: P1 Paint Opts PAINT_Selection: Brownstone	List Price \$104.00	Discount 70.80%	Net Price \$30.37	Total \$1,093.32
Line: 108 Cust Line: Quantity: 15 Bid: 475120	Item: HRVF5060P.P7D Model: PANEL FRAME 50H X 60W Est Weeks to Ship: 4-5 Weeks Tags: 1018 DIAGNOSTICS OPEN OFC 60/50 PAINT: P1 Paint Opts PAINT_Selection: Brownstone	List Price \$356.00	Discount 70.80%	Net Price \$103.95	Total \$1,559.25
Line: 116 Cust Line: Quantity: 60 Bid: 475120	Item: HRVT3024T.CU98 Model: ABOUND FABRIC TILE 30H X 24W Est Weeks to Ship: 4-5 Weeks Tags: 1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC FABRIC: Gr A Fabric FABRIC_Selection: Centurion--Navy	List Price \$110.00	Discount 70.80%	Net Price \$32.12	Total \$1,927.20
Line: 112 Cust Line:	Item: HRVT1524T.APN29 Model: ABOUND FABRIC TILE 15H X 24W	List Price \$82.00	Discount 70.80%	Net Price \$23.94	Total \$1,723.68



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Quantity: 72 Est Weeks to Ship: 4-5 Weeks
Bid: 475120 Tags: 1018 DIAGNOSTICS OPEN OFC
1018 DIAGNOSTICS OPEN OFC
FABRIC: Gr A Fabric
FABRIC_Selection: Appoint--Mandarin

Line:	109	Item:	HRVFSB24	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 24W SEGMENT BAR	\$24.00	70.79%	\$7.01	\$504.72
Quantity:	72	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC				
			1018 DIAGNOSTICS OPEN OFC				

Line:	111	Item:	HRVT1524F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 24W	\$514.00	70.80%	\$150.09	\$5,403.24
Quantity:	36	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC				
			15/24FG				
		GLASS:	Clear Glass				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	096	Item:	HH871224	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL POWER HARNESS 24W 3-1 & 2-2 SYSTEMS	\$227.00	70.80%	\$66.28	\$198.84
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC				
			24PH				

Line:	101	Item:	HH879072	List Price	Discount	Net Price	Total
Cust Line:		Model:	BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	\$253.00	70.80%	\$73.88	\$221.64
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC				
			BIF				

Line:	110	Item:	HRVFSB60	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 60W SEGMENT BAR	\$28.00	70.79%	\$8.18	\$245.40
Quantity:	30	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC				
			1018 DIAGNOSTICS OPEN OFC				

Line:	106	Item:	HRVC50PX.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND X CONNECTOR PAINTED 50IN	\$164.00	70.80%	\$47.89	\$574.68
Quantity:	12	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC				
			50X				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				



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Line:	103	Item:	HLSLZ5SC60.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	48W EXTERNAL STIFFENER	\$106.00	60.00%	\$42.40	\$1,272.00
Quantity:	30	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC 48				
		PAINT:	Black				

Line:	097	Item:	HH873501.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 1	\$47.00	70.81%	\$13.72	\$82.32
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC				
		COLOR:	Brownstone				

Line:	107	Item:	HRVF5024P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 24W	\$284.00	70.80%	\$82.93	\$2,985.48
Quantity:	36	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC 24/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	099	Item:	HH873504.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 4	\$47.00	70.81%	\$13.72	\$123.48
Quantity:	9	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC				
		COLOR:	Brownstone				

Line:	115	Item:	HRVT3024HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 24W	\$352.00	70.80%	\$102.78	\$1,233.36
Quantity:	12	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	114	Item:	HRVT1560T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 60W	\$117.00	70.80%	\$34.16	\$1,024.80
Quantity:	30	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	117	Item:	HRVT3060T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 60W	\$167.00	70.80%	\$48.76	\$1,462.80
Quantity:	30	Est Weeks to Ship:	4-5 Weeks				



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Bid: 475120 **Tags:** 1018 DIAGNOSTICS OPEN OFC
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FABRIC: Gr A Fabric
FABRIC_Selection: Centurion--Navy

Line: 105	Item: HRVC50PT.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND CONNECTOR T - PAINTED 50IN	\$169.00	70.80%	\$49.35	\$296.10
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1018 DIAGNOSTICS OPEN OFC 50T				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 102	Item: HHTADF3.P	List Price	Discount	Net Price	Total
Cust Line:	Model: THREE-PORT FLEX MODE DATA FACEPLATE	\$29.00	70.79%	\$8.47	\$254.10
Quantity: 30	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC				
	PAINT: Black				

Line: 119	Item: HWSB2.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: WORKSURFACE BRACKET KIT	\$52.00	70.81%	\$15.18	\$910.80
Quantity: 60	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1018 DIAGNOSTICS OPEN OFC WBK				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 100	Item: HH873506.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: CIRCUIT 3 (2+2)	\$47.00	70.81%	\$13.72	\$123.48
Quantity: 9	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1018 DIAGNOSTICS OPEN OFC 1018 DIAGNOSTICS OPEN OFC				
	COLOR: Brownstone				

Line: 120	Item: HLPLDS6630.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 66WX30DX29H RECTANGULAR DESK SHELL	\$300.00	60.00%	\$120.00	\$600.00
Quantity: 5	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1023-1075 EVIDENCE DROP 30/66				
	LAMINATE: Slate Teak				

Line: 122	Item: HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$1,278.00
Quantity: 5	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1023-1075 EVIDENCE DROP HSLVTMM				



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CONTROL: SynchroTilt w/ SeatSlide
ARM: Height/Width Adjustable
CASTER: Hard Caster
BACK: 4-Way Regatta
FABRIC: Gr 1 UPH
FABRIC_Selection: Centurion--Navy
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Base
FRAME: Black

Line:	121	Item:	HLPLPSBBF.LSL1	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00		60.00%		\$133.60		\$668.00
Quantity:	5	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1023-1075 EVIDENCE DROP BBF							
		LAMINATE:	Slate Teak							

Line:	131	Item:	HLPLPSFF.LSL1	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00		60.00%		\$133.60		\$133.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1026 OFFICE FF							
		LAMINATE:	Slate Teak							

Line:	133	Item:	HMG2.F.E.ON.CU98.CBK	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-UPH SEAT- SET/2	\$813.00		60.00%		\$325.20		\$325.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1026 OFFICE HMG2							
		ARM:	Fixed Arm							
		GLIDE/CAST:	Standard Nylon Glide							
		SHELL:	Onyx							
		FABRIC:	Gr 1 UPH							
		FABRIC_Selection:	Centurion--Navy							
		FRAME:	Charblack							

Line:	129	Item:	HLPLDS7236.LSL1	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOD 72WX36DX29H RECTANGULAR DESK SHELL	\$323.00		60.00%		\$129.20		\$129.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1026 OFFICE 36/72							
		LAMINATE:	Slate Teak							

Line:	125	Item:	HLPLB4224.LSL1	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOD 42WX24DX29H BRIDGE	\$171.00		60.00%		\$68.40		\$68.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							



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Bid: 475120 **Tags:** 1026 OFFICE
24/42
LAMINATE: Slate Teak

Line: 132	Item: HLPLTACK66.CN02	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 66WX18H TACKBOARD	\$119.00	60.00%	\$47.60	\$47.60
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1026 OFFICE TB(TB)				
	FABRIC: Cool Neutral				

Line: 127	Item: HLPLDH66.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 66WX14DX39.75H DESK HUTCH W/O DOORS	\$324.00	60.00%	\$129.60	\$129.60
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1026 OFFICE DH				
	LAMINATE: Slate Teak				

Line: 126	Item: HLPLCS7224.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WX24DX29H CREDENZA SHELL	\$290.00	60.00%	\$116.00	\$116.00
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1026 OFFICE 24/72				
	LAMINATE: Slate Teak				

Line: 124	Item: HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$157.39
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1026 OFFICE HLED31AUO				

Line: 130	Item: HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$133.60
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1026 OFFICE BBF				
	LAMINATE: Slate Teak				

Line: 123	Item: HLED31A	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$193.30
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1026 OFFICE HLED31A				

Line: 134	Item: HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
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Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$380.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1026 OFFICE HNR1				
		CONTROL:	Advanced Synchro-Tilt				
		CYLINDER:	Standard Cylinder				
		ARM:	Height - Width Adj Arms				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Grade 1 Uph				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Plastic Black				
		FRAME:	Black				

Line:	128	Item:	HLPLDR66LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD LAMINATE DOORS FOR HLPLDH66 & HLPLWMH66 (2 PACK)	\$40.00	60.00%	\$16.00	\$32.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1026 OFFICE LM				
		LAMINATE:	Slate Teak				

Line:	138	Item:	HMG1.N.E.RE.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$3,427.20
Quantity:	14	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1031 BREAK ROOM HMG1				
		ARM:	No Arm				
		GLIDE/CAST:	Standard Nylon Glide				
		SHELL:	Regatta				
		FRAME:	Textured Brownstone				

Line:	135	Item:	HCT29MX.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRANGE SEATED HEIGHT X-BASE FOR 36IN SURFACES	\$566.00	60.00%	\$226.40	\$3,169.60
Quantity:	14	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1031 BREAK ROOM HCT29MX				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Brownstone				

Line:	136	Item:	HCTMDS.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRNGE MED DISC SHRD - BSES THAT SPRPT 36IN SRFCs	\$118.00	60.00%	\$47.20	\$660.80
Quantity:	14	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1031 BREAK ROOM HCTMDS				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Brownstone				



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Line: 139	Item: HMG1.N.E.RG.P7J	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$3,427.20
Quantity: 14	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1031 BREAK ROOM				
	HMG1				
	ARM: No Arm				
	GLIDE/CAST: Standard Nylon Glide				
	SHELL: Tangelo				
	FRAME: Textured Brownstone				

Line: 137	Item: HCTSQR36.N.B9.LOFT	List Price	Discount	Net Price	Total
Cust Line:	Model: ARRANGE TABLE 36IN SQUARE TOP	\$375.00	60.00%	\$150.00	\$2,100.00
Quantity: 14	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1031 BREAK ROOM				
	36				
	GROMMET: No Grommet				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Silver Mesh				
	EDGE: Loft				

Line: 148	Item: HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$150.00
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES				
	TB(TB)				
	FABRIC: Cool Neutral				

Line: 143	Item: HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD LAMINATE DOORS FOR HLPLDH72 &	\$40.00	60.00%	\$16.00	\$96.00
	HLPLWMH72 (2 PACK)				
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES				
	LM				
	LAMINATE: Slate Teak				

Line: 141	Item: HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LT W/8IN	\$539.00	70.80%	\$157.39	\$472.17
	MPRCORDDAISYCHAIN(FOLLOWER)				
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES				
	HLED31AUO				

Line: 147	Item: HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$244.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES				
	24/42				
	LAMINATE: Slate Teak				



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Line: 149	Item: HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2	\$813.00	60.00%	\$325.20	\$975.60
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES HMG2				
	ARM: Fixed Arm				
	GLIDE/CAST: Standard Nylon Glide				
	SHELL: Onyx				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	FRAME: Charblack				

Line: 146	Item: HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES FF				
	LAMINATE: Slate Teak				

Line: 140	Item: HLED31A	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$579.90
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES HLED31A				

Line: 145	Item: HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES BBF				
	LAMINATE: Slate Teak				

Line: 150	Item: HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$1,141.20
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES HNR1				



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CONTROL: Advanced Synchro-Tilt
CYLINDER: Standard Cylinder
ARM: Height - Width Adj Arms
CASTER: Hard Caster
BACK: 4-Way Regatta
FABRIC: Grade 1 Uph
FABRIC_Selection: Centurion--Navy
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Plastic Black
FRAME: Black

Line: 142	Item: HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$408.00
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES DH				
	LAMINATE: Slate Teak				

Line: 144	Item: HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$380.40
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1032-1034-1035 OFFICES 30/72				
	LAMINATE: Slate Teak				

Line: 159	Item: HTPLATEVHAU	List Price	Discount	Net Price	Total
Cust Line:	Model: PRESIDE EXTRON PLATE (DBL SPACE)-VGA VGA HDMI AUDIO	\$428.00	60.00%	\$171.20	\$171.20
Quantity: 1	Est Weeks to Ship: 7-8 Weeks				
Bid: 475120	Tags: 1037 CONF RM VHAU				

Line: 154	Item: HTG2PWR-4P-2B.SVR	List Price	Discount	Net Price	Total
Cust Line:	Model: ELLORAB G2 FLPTOP PORT-4 AC PWR-2 BLANK-10 CORD	\$626.00	60.00%	\$250.40	\$500.80
Quantity: 2	Est Weeks to Ship: 5-6 Weeks				
Bid: 475120	Tags: 1037 CONF RM PWR-4P-2B				
	PAINT: Silver				

Line: 151	Item: HMN2.F.H.IR.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE NEST/STACK CHAIR-FLEX BCK- UPH SEAT	\$713.00	60.00%	\$285.20	\$3,422.40
Quantity: 12	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1037 CONF RM HMN2				



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ARM: Fixed Arm
GLIDE/CAST: Hard
BACK: 4-Way Regatta
SHELL: Onyx
FABRIC: Gr 1 UPH
FABRIC_Selection: Centurion--Navy
FRAME: Charblack

Line:	156	Item:	HTLCRED72.LPT1.DP.LPT1.G.N	List Price		Discount		Net Price		Total
Cust Line:		Model:	PRESIDE 20X72 36H HOSPITALITY CREDENZA	\$3,148.00		60.00%		\$1,259.20		\$1,259.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1037 CONF RM 20x72							
		LAMTOP:	Gr L2 Standard Laminates							
		LAMTOP_Selection:	Portico Teak							
		EDGE:	Portico Teak							
		LAMCHASSIS:	Gr L2 Standard Laminates							
		LAMCHASSIS_Selection:	Portico Teak							
		PULL:	Loop Black							
		CUTOUT:	No Cutout							

Line:	158	Item:	HTLSHELF.LPT1	List Price		Discount		Net Price		Total
Cust Line:		Model:	PRESIDE LAMINATE CREDENZA SHELF	\$86.00		60.00%		\$34.40		\$34.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1037 CONF RM HTLSHELF							
		LAMINATE:	Grd L2 Standard Laminates							
		LAMINATE_Selection:	Portico Teak							

Line:	152	Item:	HTBINSLIDE	List Price		Discount		Net Price		Total
Cust Line:		Model:	TRASH BIN SLIDE 35 QUART BIN	\$226.00		60.00%		\$90.40		\$90.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1037 CONF RM BIN							

Line:	157	Item:	HTLHP192.LPT1.LPT1	List Price		Discount		Net Price		Total
Cust Line:		Model:	HTLHP192	\$3,221.00		60.00%		\$1,288.40		\$1,288.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1037 CONF RM 29H							
		LAMINATE:	Grd L2 Standard Laminates							
		LAMINATE_Selection:	Portico Teak							
		LAMINATE2:	Portico Teak							

Line:	155	Item:	HTLC54192.GDP.G2.LPT1	List Price		Discount		Net Price		Total
Cust Line:		Model:	HTLC54192	\$2,673.00		60.00%		\$1,069.20		\$1,069.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1037 CONF RM 54/192							



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EDGE: 2MM/Flat--Portico Teak
GROMMET: Cut out for Flip Top Port
LAMINATE: Grd L2 Standard Laminates
LAMINATE_Selection: Portico Teak

Line:	153	Item:	HTG2PWR-3P-1E.SVR	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELLORAB G2 FLPTOP-3 AC PWR/1 EXTRON	\$767.00	60.00%	\$306.80	\$306.80
			OPN-10 CORD				
Quantity:	1	Est Weeks to Ship:	5-6 Weeks				
Bid:	475120	Tags:	1037 CONF RM				
			PWR-3P-1E				
		PAINT:	Silver				

Line:	169	Item:	HH873504.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 4	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE				
			1039 OPEN OFFICE				
		COLOR:	Brownstone				

Line:	162	Item:	HEP35.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	INTERGRATED POWER POLE 35H-50H	\$422.00	70.80%	\$123.22	\$246.44
			PANELS				
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE				
			PP				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	174	Item:	HRVC50PL.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND L CONNECTOR PAINTED 50IN	\$169.00	70.80%	\$49.35	\$592.20
Quantity:	12	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE				
			50L				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	178	Item:	HRVFSB36	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 36W SEGMENT BAR	\$25.00	70.80%	\$7.30	\$131.40
Quantity:	18	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE				
			1039 OPEN OFFICE				

Line:	176	Item:	HRVF5036P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 36W	\$298.00	70.80%	\$87.02	\$783.18
Quantity:	9	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE				
			36/50				



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PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line:	188	Item:	HRVT3048T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 48W	\$150.00	70.80%	\$43.80	\$1,314.00
Quantity:	30	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE 1039 OPEN OFFICE				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Centurion--Navy				

Line:	189	Item:	HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$1,533.60
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE HSLVTMM				
		CONTROL:	SynchroTilt w/ SeatSlide				
		ARM:	Height/Width Adjustable				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Base				
		FRAME:	Black				

Line:	177	Item:	HRVF5048P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 48W	\$324.00	70.80%	\$94.61	\$2,270.64
Quantity:	24	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE 48/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	184	Item:	HRVT1548T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 48W	\$104.00	70.80%	\$30.37	\$1,457.76
Quantity:	48	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE 1039 OPEN OFFICE				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	181	Item:	HRVT1536F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 36W	\$633.00	70.80%	\$184.84	\$1,293.88
Quantity:	7	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1039 OPEN OFFICE 15/36FG				



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GLASS: Clear Glass
PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line: 172	Item: HHTADF3.P	List Price	Discount	Net Price	Total
Cust Line:	Model: THREE-PORT FLEX MODE DATA FACEPLATE	\$29.00	70.79%	\$8.47	\$50.82
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				
	PAINT: Black				

Line: 166	Item: HH871912	List Price	Discount	Net Price	Total
Cust Line:	Model: CEILING IN-FEED CABLE 144IN LONG	\$263.00	70.80%	\$76.80	\$153.60
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1039 OPEN OFFICE CIF - 144				

Line: 164	Item: HH871148	List Price	Discount	Net Price	Total
Cust Line:	Model: ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	\$151.00	70.80%	\$44.09	\$176.36
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1039 OPEN OFFICE 48PT				

Line: 179	Item: HRVFSB48	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND 48W SEGMENT BAR	\$27.00	70.81%	\$7.88	\$378.24
Quantity: 48	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				

Line: 185	Item: HRVT3036HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:	Model: LAMINATE TILE 30H X 36W	\$421.00	70.80%	\$122.93	\$737.58
Quantity: 6	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				
	LAMINATE: Grd L2 Standard Laminates				
	LAMINATE_Selection: Portico Teak				
	EDGE: Portico Teak				

Line: 193	Item: HWSR36.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: WORKSURFACE-TO-WING PANEL BRACKET 36W	\$65.00	70.80%	\$18.98	\$227.76
Quantity: 12	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1039 OPEN OFFICE WPB				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 168	Item: HH873502.EY	List Price	Discount	Net Price	Total
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Cust Line:		Model: CIRCUIT 2	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				
		COLOR: Brownstone				

Line:	167	Item: HH873501.EY	List Price	Discount	Net Price	Total
Cust Line:		Model: CIRCUIT 1	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				
		COLOR: Brownstone				

Line:	161	Item: HCTL242.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model: 24D CANTILEVER ONE PAIR	\$93.00	70.80%	\$27.16	\$325.92
Quantity:	12	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE CB				
		PAINT: P1 Paint Opts				
		PAINT_Selection: Brownstone				

Line:	183	Item: HRVT1548F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model: FRAMELESS GLASS 15H X 48W	\$720.00	70.80%	\$210.24	\$5,045.76
Quantity:	24	Est Weeks to Ship: 4-5 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 15/48FG				
		GLASS: Clear Glass				
		PAINT: P1 Paint Opts				
		PAINT_Selection: Brownstone				

Line:	187	Item: HRVT3048HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model: LAMINATE TILE 30H X 48W	\$484.00	70.80%	\$141.33	\$2,543.94
Quantity:	18	Est Weeks to Ship: 4-5 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				
		LAMINATE: Grd L2 Standard Laminates				
		LAMINATE_Selection: Portico Teak				
		EDGE: Portico Teak				

Line:	173	Item: HRVC50PF.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model: ABOUND FINISHED END PAINTED 50IN	\$104.00	70.80%	\$30.37	\$273.33
Quantity:	9	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 50E-C				
		PAINT: P1 Paint Opts				
		PAINT_Selection: Brownstone				

Line:	171	Item: HH879072	List Price	Discount	Net Price	Total
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Cust Line:	Model:	BASE IN-FEED CABLE BASE 3-1 & 2-2	\$253.00	70.80%	\$73.88	\$73.88
Quantity:	Est Weeks to Ship:	SYSTEMS				
Bid:	Tags:	1039 OPEN OFFICE				
		BIF				

Line:	Item:	HRVT1536T.APN29	List Price	Discount	Net Price	Total
Cust Line:	Model:	ABOUND FABRIC TILE 15H X 36W	\$92.00	70.80%	\$26.86	\$483.48
Quantity:	Est Weeks to Ship:	4-5 Weeks				
Bid:	Tags:	1039 OPEN OFFICE				
		1039 OPEN OFFICE				
	FABRIC:	Gr A Fabric				
	FABRIC_Selection:	Appoint--Mandarin				

Line:	Item:	HWR2448P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:	Model:	SYSTEMS RECTANGULAR WORKSURFACE	\$446.00	70.80%	\$130.23	\$1,562.76
		EDGEBAND 24D X 48W				
Quantity:	Est Weeks to Ship:	3-4 Weeks				
Bid:	Tags:	1039 OPEN OFFICE				
		24/48				
	LAMINATE:	Grd L1 Standard Laminates				
	LAMINATE_Selection:	Silver Mesh				
	EDGE:	Loft				
	GROMMET:	Brownstone				

Line:	Item:	HH873506.EY	List Price	Discount	Net Price	Total
Cust Line:	Model:	CIRCUIT 3 (2+2)	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	Est Weeks to Ship:	3-4 Weeks				
Bid:	Tags:	1039 OPEN OFFICE				
		1039 OPEN OFFICE				
	COLOR:	Brownstone				

Line:	Item:	HRVC50PT.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model:	ABOUND CONNECTOR T - PAINTED 50IN	\$169.00	70.80%	\$49.35	\$148.05
Quantity:	Est Weeks to Ship:	3-4 Weeks				
Bid:	Tags:	1039 OPEN OFFICE				
		50T				
	PAINT:	P1 Paint Opts				
	PAINT_Selection:	Brownstone				

Line:	Item:	HRVP36P.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model:	ABOUND 36W POWER POLE TRIM KIT	\$165.00	66.30%	\$55.61	\$111.22
Quantity:	Est Weeks to Ship:	3-4 Weeks				
Bid:	Tags:	1039 OPEN OFFICE				
		HRVP36P				
	PAINT:	P1 Paint Opts				
	PAINT_Selection:	Brownstone				

Line:	Item:	HWSB2.P7D	List Price	Discount	Net Price	Total
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Cust Line:		Model: WORKSURFACE BRACKET KIT	\$52.00	70.81%	\$15.18	\$91.08
Quantity:	6	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE WBK				
		PAINT: P1 Paint Opts				
		PAINT_Selection: Brownstone				

Line:	165	Item: HH871248	List Price	Discount	Net Price	Total
Cust Line:		Model: ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	\$239.00	70.80%	\$69.79	\$418.74
Quantity:	6	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 48PH				

Line:	163	Item: HH871048	List Price	Discount	Net Price	Total
Cust Line:		Model: ELECTRICAL PASS-THRU W/O POWER BLOCK48IN3-1&2-2	\$137.00	70.80%	\$40.00	\$120.00
Quantity:	3	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 48JC				

Line:	160	Item: H882.L.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model: BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 36W	\$996.00	67.00%	\$328.68	\$1,972.08
Quantity:	6	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 18x36x28				
		LOCK: Standard Random Key Lock				
		PAINT: P1 Paint Opts				
		PAINT_Selection: Brownstone				

Line:	190	Item: HWC4824P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:		Model: SYSTEMS CORNER WORKSURFACE 48WX24D EDGEBAND CURVED	\$710.00	70.80%	\$207.32	\$1,243.92
Quantity:	6	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 48/24				
		LAMINATE: Grd L1 Standard Laminates				
		LAMINATE_Selection: Silver Mesh				
		EDGE: Loft				
		GROMMET: Brownstone				

Line:	186	Item: HRVT3036T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model: ABOUND FABRIC TILE 30H X 36W	\$129.00	70.80%	\$37.67	\$452.04
Quantity:	12	Est Weeks to Ship: 4-5 Weeks				
Bid:	475120	Tags: 1039 OPEN OFFICE 1039 OPEN OFFICE				
		FABRIC: Gr A Fabric				
		FABRIC_Selection: Centurion--Navy				



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Line:	197	Item:	HLPLCS7224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX24DX29H CREDENZA SHELL	\$290.00	60.00%	\$116.00	\$348.00
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1045-1046-1066 OFFICES 24/72				
LAMINATE: Slate Teak							

Line:	203	Item:	HLPLTACK66.CN02	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 66WX18H TACKBOARD	\$119.00	60.00%	\$47.60	\$142.80
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1045-1046-1066 OFFICES TB(TB)				
FABRIC: Cool Neutral							

Line:	196	Item:	HLPLB4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H BRIDGE	\$171.00	60.00%	\$68.40	\$205.20
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1045-1046-1066 OFFICES 24/42				
LAMINATE: Slate Teak							

Line:	201	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1045-1046-1066 OFFICES BBF				
LAMINATE: Slate Teak							

Line:	200	Item:	HLPLDS7236.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX36DX29H RECTANGULAR DESK SHELL	\$323.00	60.00%	\$129.20	\$387.60
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1045-1046-1066 OFFICES 36/72				
LAMINATE: Slate Teak							

Line:	198	Item:	HLPLDH66.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 66WX14DX39.75H DESK HUTCH W/O DOORS	\$324.00	60.00%	\$129.60	\$388.80
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1045-1046-1066 OFFICES DH				
LAMINATE: Slate Teak							

Line:	205	Item:	HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$1,141.20
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				



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1325 OAKBROOK DR STE A
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Bid: 475120 **Tags:** 1045-1046-1066 OFFICES
HNR1
CONTROL: Advanced Synchro-Tilt
CYLINDER: Standard Cylinder
ARM: Height - Width Adj Arms
CASTER: Hard Caster
BACK: 4-Way Regatta
FABRIC: Grade 1 Uph
FABRIC_Selection: Centurion--Navy
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Plastic Black
FRAME: Black

Line: 204	Item: HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2	\$813.00	60.00%	\$325.20	\$975.60
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1045-1046-1066 OFFICES HMG2				
	ARM: Fixed Arm				
	GLIDE/CAST: Standard Nylon Glide				
	SHELL: Onyx				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	FRAME: Charblack				

Line: 194	Item: HLED31A	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$579.90
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1045-1046-1066 OFFICES HLED31A				

Line: 202	Item: HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1045-1046-1066 OFFICES FF				
	LAMINATE: Slate Teak				

Line: 199	Item: HLPLDR66LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD LAMINATE DOORS FOR HLPLDH66 & HLPLWMH66 (2 PACK)	\$40.00	60.00%	\$16.00	\$96.00
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1045-1046-1066 OFFICES LM				
	LAMINATE: Slate Teak				

Line: 195	Item: HLED31AUO	List Price	Discount	Net Price	Total
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Cust Line:	Model: 31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$472.17
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1045-1046-1066 OFFICES HLED31AUO				

Line: 208	Item: HTG2PWR-3P-1E.SVR	List Price	Discount	Net Price	Total
Cust Line:	Model: ELLORAB G2 FLPTOP-3 AC PWR/1 EXTRON OPN-10 CORD	\$767.00	60.00%	\$306.80	\$306.80
Quantity: 1	Est Weeks to Ship: 5-6 Weeks				
Bid: 475120	Tags: 1047 CONF RM PWR-3P-1E				
	PAINT: Silver				

Line: 207	Item: HTBINSLIDE	List Price	Discount	Net Price	Total
Cust Line:	Model: TRASH BIN SLIDE 35 QUART BIN	\$226.00	60.00%	\$90.40	\$90.40
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1047 CONF RM BIN				

Line: 206	Item: HMN2.F.H.IR.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE NEST/STACK CHAIR-FLEX BCK- UPH SEAT	\$713.00	60.00%	\$285.20	\$3,422.40
Quantity: 12	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1047 CONF RM HMN2				
	ARM: Fixed Arm				
	GLIDE/CAST: Hard				
	BACK: 4-Way Regatta				
	SHELL: Onyx				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	FRAME: Charblack				

Line: 211	Item: HTLCRED72.LPT1.DP.LPT1.G.N	List Price	Discount	Net Price	Total
Cust Line:	Model: PRESIDE 20X72 36H HOSPITALITY CREDENZA	\$3,148.00	60.00%	\$1,259.20	\$1,259.20
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1047 CONF RM 20x72				
	LAMTOP: Gr L2 Standard Laminates				
	LAMTOP_Selection: Portico Teak				
	EDGE: Portico Teak				
	LAMCHASSIS: Gr L2 Standard Laminates				
	LAMCHASSIS_Selection: Portico Teak				
	PULL: Loop Black				
	CUTOUT: No Cutout				

Line: 212	Item: HTLHP192.LPT1.LPT1	List Price	Discount	Net Price	Total
Cust Line:	Model: HTLHP192	\$3,221.00	60.00%	\$1,288.40	\$1,288.40



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Quantity: 1 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1047 CONF RM
29H
LAMINATE: Grd L2 Standard Laminates
LAMINATE_Selection: Portico Teak
LAMINATE2: Portico Teak

Line:	210	Item:	HTLC54192.GDP.G2.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	HTLC54192	\$2,673.00	60.00%	\$1,069.20	\$1,069.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1047 CONF RM 54/192				
		EDGE:	2MM/Flat--Portico Teak				
		GROMMET:	Cut out for Flip Top Port				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	213	Item:	HTLSHELF.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE LAMINATE CREDENZA SHELF	\$86.00	60.00%	\$34.40	\$34.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1047 CONF RM HTLSHELF				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	209	Item:	HTG2PWR-4P-2B.SVR	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELLORAB G2 FLPTOP PORT-4 AC PWR-2 BLANK-10 CORD	\$626.00	60.00%	\$250.40	\$500.80
Quantity:	2	Est Weeks to Ship:	5-6 Weeks				
Bid:	475120	Tags:	1047 CONF RM PWR-4P-2B				
		PAINT:	Silver				

Line:	214	Item:	HTPLATEVHAU	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE EXTRON PLATE (DBL SPACE)-VGA VGA HDMI AUDIO	\$428.00	60.00%	\$171.20	\$171.20
Quantity:	1	Est Weeks to Ship:	7-8 Weeks				
Bid:	475120	Tags:	1047 CONF RM VHAU				

Line:	215	Item:	H105292.LPT1LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	1050 SERIES BOOKCASE HUTCH 36W X 37- 1/8H	\$620.00	60.00%	\$248.00	\$248.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE 14x36x37				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak--Portico Teak				



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Line:	225	Item:	HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2	\$813.00	60.00%	\$325.20	\$325.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE HMG2				
		ARM:	Fixed Arm				
		GLIDE/CAST:	Standard Nylon Glide				
		SHELL:	Onyx				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		FRAME:	Charblack				

Line:	222	Item:	H90054.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES TCKBD FOR 60W STACK ON STRG BCK ENCLOSURE	\$268.00	60.00%	\$107.20	\$107.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE TB(60)				
		FABRIC:	Gr A Fab				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	221	Item:	H105902.LPT1LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES CRED W/KNEESPACE 60WX24DX29-1/2H 2-0-2	\$1,564.00	60.00%	\$625.60	\$625.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE 24/60				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak--Portico Teak				

Line:	219	Item:	H105854.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES BACK ENCLOSURE FOR 60W STACK ON STORAGE	\$234.00	60.00%	\$93.60	\$93.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE BACK(60)				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	220	Item:	H105899.LPT1LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES 72WX36DX29-1/2H DBL PED DESK 3/2 BOW TOP	\$2,060.00	60.00%	\$824.00	\$824.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE 36/72				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak--Portico Teak				

Line:	218	Item:	H105690.LPT1LPT1	List Price	Discount	Net Price	Total
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Cust Line:	Model:	10500 SERIES 36WX24DX29-1/2H LATERAL FILE TWO-DRAWER	\$1,140.00	60.00%	\$456.00	\$456.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks			
Bid:	475120	Tags:	1048 MGR OFFICE 24x36x29			
		LAMINATE:	Grd L2 Standard Laminates			
		LAMINATE_Selection:	Portico Teak--Portico Teak			

Line:	224	Item:	HLED17AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	17LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWR)	\$404.00	70.80%	\$117.97	\$117.97
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE HLED17AUO				

Line:	217	Item:	H105324.LPT1LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES STACK ON STORAGE 60W X 14-5/8D X 37-1/8IN	\$1,055.00	60.00%	\$422.00	\$422.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE 14x60x37				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak--Portico Teak				

Line:	223	Item:	HLED17A	List Price	Discount	Net Price	Total
Cust Line:		Model:	17IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$493.00	70.80%	\$143.96	\$143.96
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE HLED17A				

Line:	216	Item:	H105302L.LPT1LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	10500 SERIES PERSONAL WARDROBE/STRG CAB 24W 24D 66-5/8H	\$2,363.00	60.00%	\$945.20	\$945.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE 24x24x66				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak--Portico Teak				

Line:	226	Item:	HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$380.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1048 MGR OFFICE HNR1				



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CONTROL: Advanced Synchro-Tilt
CYLINDER: Standard Cylinder
ARM: Height - Width Adj Arms
CASTER: Hard Caster
BACK: 4-Way Regatta
FABRIC: Grade 1 Uph
FABRIC_Selection: Centurion--Navy
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Plastic Black
FRAME: Black

Line: 228	Item: HCTMDS.P7J	List Price	Discount	Net Price	Total
Cust Line:	Model: ARRNGE MED DISC SHRD - BSES THAT	\$118.00	60.00%	\$47.20	\$47.20
	SPPRT 36IN SRFCs				
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1049 BREAK ROOM				
	HCTMDS				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Textured Brownstone				

Line: 230	Item: HMG1.N.E.RE.P7J	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$489.60
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1049 BREAK ROOM				
	HMG1				
	ARM: No Arm				
	GLIDE/CAST: Standard Nylon Glide				
	SHELL: Regatta				
	FRAME: Textured Brownstone				

Line: 229	Item: HCTSQR36.N.B9.LOFT	List Price	Discount	Net Price	Total
Cust Line:	Model: ARRANGE TABLE 36IN SQUARE TOP	\$375.00	60.00%	\$150.00	\$150.00
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1049 BREAK ROOM				
	36				
	GROMMET: No Grommet				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Silver Mesh				
	EDGE: Loft				

Line: 227	Item: HCT29MX.P7J	List Price	Discount	Net Price	Total
Cust Line:	Model: ARRANGE SEATED HEIGHT X-BASE FOR	\$566.00	60.00%	\$226.40	\$226.40
	36IN SURFACES				
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1049 BREAK ROOM				
	HCT29MX				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Textured Brownstone				



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Cust Line:		Model: MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$1,713.60
Quantity:	7	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1051-1059 LOBBY, WAITING, FITTING R HMG1				
		ARM: No Arm				
		GLIDE/CAST: Standard Nylon Glide				
		SHELL: Tangelo				
		FRAME: Textured Brownstone				

Line:	231	Item: HMG1.N.E.RE.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model: MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$2,448.00
Quantity:	10	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1051-1059 LOBBY, WAITING, FITTING R HMG1				
		ARM: No Arm				
		GLIDE/CAST: Standard Nylon Glide				
		SHELL: Regatta				
		FRAME: Textured Brownstone				

Line:	242	Item: HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model: HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$380.40
Quantity:	1	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1060 SEAMSTRESS WORKRM HNR1				
		CONTROL: Advanced Synchro-Tilt				
		CYLINDER: Standard Cylinder				
		ARM: Height - Width Adj Arms				
		CASTER: Hard Caster				
		BACK: 4-Way Regatta				
		FABRIC: Grade 1 Uph				
		FABRIC_Selection: Centurion--Navy				
		LUMBAR: Black Adjustable Lumbar				
		BASETYPE: Standard Plastic Black				
		FRAME: Black				

Line:	236	Item: HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model: MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$32.00
Quantity:	2	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1060 SEAMSTRESS WORKRM LM				
		LAMINATE: Slate Teak				

Line:	235	Item: HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model: MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$136.00
Quantity:	1	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1060 SEAMSTRESS WORKRM DH				
		LAMINATE: Slate Teak				



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Line:	238	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$133.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM BBF				
		LAMINATE:	Slate Teak				

Line:	239	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$133.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM FF				
		LAMINATE:	Slate Teak				

Line:	243	Item:	HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$1,278.00
Quantity:	5	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM HSLVTMM				
		CONTROL:	SynchroTilt w/ SeatSlide				
		ARM:	Height/Width Adjustable				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Base				
		FRAME:	Black				

Line:	233	Item:	HLED31A	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$193.30
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM HLED31A				

Line:	237	Item:	HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$126.80
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM 30/72				
		LAMINATE:	Slate Teak				

Line:	241	Item:	HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$50.00



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Quantity: 1 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1060 SEAMSTRESS WORKRM
TB(TB)
FABRIC: Cool Neutral

Line:	234	Item:	HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$157.39
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM HLED31AUO				

Line:	240	Item:	HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$81.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1060 SEAMSTRESS WORKRM 24/42				
		LAMINATE:	Slate Teak				

Line:	247	Item:	HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$64.00
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED LM				
		LAMINATE:	Slate Teak				

Line:	253	Item:	HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$760.80
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED HNR1				
		CONTROL:	Advanced Synchro-Tilt				
		CYLINDER:	Standard Cylinder				
		ARM:	Height - Width Adj Arms				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Grade 1 Uph				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Plastic Black				
		FRAME:	Black				

Line:	246	Item:	HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$272.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED DH				



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LAMINATE: Slate Teak

Line:	249	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$267.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED BBF				
LAMINATE: Slate Teak							

Line:	248	Item:	HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$253.60
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED 30/72				
LAMINATE: Slate Teak							

Line:	244	Item:	HLED31A	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$386.60
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED HLED31A				

Line:	245	Item:	HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$314.78
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED HLED31AUO				

Line:	251	Item:	HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$163.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED 24/42				
LAMINATE: Slate Teak							

Line:	252	Item:	HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$100.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1062 OFFICE SHARED TB(TB)				
FABRIC: Cool Neutral							

Line:	250	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$267.20



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Quantity: 2 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1062 OFFICE SHARED
FF
LAMINATE: Slate Teak

Line:	264	Item:	HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$1,521.60
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES HNR1				
		CONTROL:	Advanced Synchro-Tilt				
		CYLINDER:	Standard Cylinder				
		ARM:	Height - Width Adj Arms				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Grade 1 Uph				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Plastic Black				
		FRAME:	Black				

Line:	260	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$534.40
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES FF				
		LAMINATE:	Slate Teak				

Line:	263	Item:	HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-UPH SEAT- SET/2	\$813.00	60.00%	\$325.20	\$1,300.80
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES HMG2				
		ARM:	Fixed Arm				
		GLIDE/CAST:	Standard Nylon Glide				
		SHELL:	Onyx				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		FRAME:	Charblack				

Line:	259	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$534.40
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES BBF				
		LAMINATE:	Slate Teak				



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Line:	262	Item:	HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$200.00
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES TB(TB)				
		FABRIC:	Cool Neutral				

Line:	257	Item:	HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$128.00
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES LM				
		LAMINATE:	Slate Teak				

Line:	254	Item:	HLED31A	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$773.20
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES HLED31A				

Line:	255	Item:	HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$629.56
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES HLED31AUO				

Line:	256	Item:	HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$544.00
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES DH				
		LAMINATE:	Slate Teak				

Line:	261	Item:	HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$326.40
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES 24/42				
		LAMINATE:	Slate Teak				

Line:	258	Item:	HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$507.20
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1067-1070-1073-1074 OFFICES				



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30/72

LAMINATE: Slate Teak

Line:	270	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$267.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED BBF				
LAMINATE: Slate Teak							

Line:	271	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$267.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED FF				
LAMINATE: Slate Teak							

Line:	265	Item:	HLED31A	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$386.60
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED HLED31A				

Line:	269	Item:	HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$253.60
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED 30/72				
LAMINATE: Slate Teak							

Line:	268	Item:	HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$64.00
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED LM				
LAMINATE: Slate Teak							

Line:	272	Item:	HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$163.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED 24/42				
LAMINATE: Slate Teak							



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Line:	266	Item:	HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$314.78
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED HLED31AUO				

Line:	274	Item:	HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$760.80
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED HNR1				
		CONTROL:	Advanced Synchro-Tilt				
		CYLINDER:	Standard Cylinder				
		ARM:	Height - Width Adj Arms				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Grade 1 Uph				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Plastic Black				
		FRAME:	Black				

Line:	273	Item:	HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$100.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED TB(TB)				
		FABRIC:	Cool Neutral				

Line:	267	Item:	HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$272.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1068 OFFICE SHARED DH				
		LAMINATE:	Slate Teak				

Line:	275	Item:	HCT29MX.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRANGE SEATED HEIGHT X-BASE FOR 36IN SURFACES	\$566.00	60.00%	\$226.40	\$1,811.20
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1083 BREAK ROOM HCT29MX				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Brownstone				

Line:	279	Item:	HMG1.N.E.RG.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$1,958.40
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				



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Bid: 475120 **Tags:** 1083 BREAK ROOM
HMG1
ARM: No Arm
GLIDE/CAST: Standard Nylon Glide
SHELL: Tangelo
FRAME: Textured Brownstone

Line:	278	Item:	HMG1.N.E.RE.P7J	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00		60.00%		\$244.80		\$1,958.40
Quantity:	8	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1083 BREAK ROOM HMG1							
		ARM:	No Arm							
		GLIDE/CAST:	Standard Nylon Glide							
		SHELL:	Regatta							
		FRAME:	Textured Brownstone							

Line:	276	Item:	HCTMDS.P7J	List Price		Discount		Net Price		Total
Cust Line:		Model:	ARRNGE MED DISC SHRD - BSES THAT SPPRT 36IN SRFC	\$118.00		60.00%		\$47.20		\$377.60
Quantity:	8	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1083 BREAK ROOM HCTMDS							
		PAINT:	P1 Paint Opts							
		PAINT_Selection:	Textured Brownstone							

Line:	277	Item:	HCTSQR36.N.B9.LOFT	List Price		Discount		Net Price		Total
Cust Line:		Model:	ARRANGE TABLE 36IN SQUARE TOP	\$375.00		60.00%		\$150.00		\$1,200.00
Quantity:	8	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1083 BREAK ROOM 36							
		GROMMET:	No Grommet							
		LAMINATE:	Grd L1 Standard Laminates							
		LAMINATE_Selection:	Silver Mesh							
		EDGE:	Loft							

Line:	290	Item:	HMG2.F.E.ON.CU98.CBK	List Price		Discount		Net Price		Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-UPH SEAT- SET/2	\$813.00		60.00%		\$325.20		\$975.60
Quantity:	3	Est Weeks to Ship:	3-4 Weeks							
Bid:	475120	Tags:	1084-1093-1094 OFFICES HMG2							
		ARM:	Fixed Arm							
		GLIDE/CAST:	Standard Nylon Glide							
		SHELL:	Onyx							
		FABRIC:	Gr 1 UPH							
		FABRIC_Selection:	Centurion--Navy							
		FRAME:	Charblack							

Line:	280	Item:	HLED31A	List Price		Discount		Net Price		Total
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Cust Line:	Model: 31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$579.90
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1084-1093-1094 OFFICES HLED31A				

Line: 288	Item: HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1084-1093-1094 OFFICES FF				
	LAMINATE: Slate Teak				

Line: 291	Item: HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$1,141.20
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1084-1093-1094 OFFICES HNR1				
	CONTROL: Advanced Synchro-Tilt				
	CYLINDER: Standard Cylinder				
	ARM: Height - Width Adj Arms				
	CASTER: Hard Caster				
	BACK: 4-Way Regatta				
	FABRIC: Grade 1 Uph				
	FABRIC_Selection: Centurion--Navy				
	LUMBAR: Black Adjustable Lumbar				
	BASETYPE: Standard Plastic Black				
	FRAME: Black				

Line: 289	Item: HLPLTACK66.CN02	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 66WX18H TACKBOARD	\$119.00	60.00%	\$47.60	\$142.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1084-1093-1094 OFFICES TB(TB)				
	FABRIC: Cool Neutral				

Line: 284	Item: HLPLDH66.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 66WX14DX39.75H DESK HUTCH W/O DOORS	\$324.00	60.00%	\$129.60	\$388.80
Quantity: 3	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1084-1093-1094 OFFICES DH				
	LAMINATE: Slate Teak				

Line: 285	Item: HLPLDR66LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD LAMINATE DOORS FOR HLPLDH66 & HLPLWMH66 (2 PACK)	\$40.00	60.00%	\$16.00	\$96.00
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1084-1093-1094 OFFICES				



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LM

LAMINATE: Slate Teak

Line:	282	Item:	HLPLB4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H BRIDGE	\$171.00	60.00%	\$68.40	\$205.20
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1084-1093-1094 OFFICES 24/42				
LAMINATE: Slate Teak							

Line:	281	Item:	HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$472.17
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1084-1093-1094 OFFICES HLED31AUO				

Line:	287	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$400.80
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1084-1093-1094 OFFICES BBF				
LAMINATE: Slate Teak							

Line:	286	Item:	HLPLDS7236.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX36DX29H RECTANGULAR DESK SHELL	\$323.00	60.00%	\$129.20	\$387.60
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1084-1093-1094 OFFICES 36/72				
LAMINATE: Slate Teak							

Line:	283	Item:	HLPLCS7224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX24DX29H CREDENZA SHELL	\$290.00	60.00%	\$116.00	\$348.00
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1084-1093-1094 OFFICES 24/72				
LAMINATE: Slate Teak							

Line:	297	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$534.40
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1085-1086-1087-1088 OFFICE BBF				
LAMINATE: Slate Teak							

Line:	294	Item:	HLPLDH72.LSL1	List Price	Discount	Net Price	Total
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Cust Line:	Model: MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$544.00
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1085-1086-1087-1088 OFFICE DH				
	LAMINATE: Slate Teak				

Line: 301	Item: HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-UPH SEAT- SET/2	\$813.00	60.00%	\$325.20	\$1,300.80
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1085-1086-1087-1088 OFFICE HMG2				
	ARM: Fixed Arm				
	GLIDE/CAST: Standard Nylon Glide				
	SHELL: Onyx				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	FRAME: Charblack				

Line: 300	Item: HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$200.00
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1085-1086-1087-1088 OFFICE TB(TB)				
	FABRIC: Cool Neutral				

Line: 292	Item: HLED31A	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$773.20
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1085-1086-1087-1088 OFFICE HLED31A				

Line: 295	Item: HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$128.00
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1085-1086-1087-1088 OFFICE LM				
	LAMINATE: Slate Teak				

Line: 299	Item: HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$326.40
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1085-1086-1087-1088 OFFICE 24/42				
	LAMINATE: Slate Teak				



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Line:	296	Item:	HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$507.20
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1085-1086-1087-1088 OFFICE 30/72				
		LAMINATE:	Slate Teak				

Line:	302	Item:	HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$1,521.60
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1085-1086-1087-1088 OFFICE HNR1				
		CONTROL:	Advanced Synchro-Tilt				
		CYLINDER:	Standard Cylinder				
		ARM:	Height - Width Adj Arms				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Grade 1 Uph				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Plastic Black				
		FRAME:	Black				

Line:	298	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$534.40
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1085-1086-1087-1088 OFFICE FF				
		LAMINATE:	Slate Teak				

Line:	293	Item:	HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$629.56
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1085-1086-1087-1088 OFFICE HLED31AUO				

Line:	311	Item:	HTLLECTA.LPT1.G	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE LAMINATE LECTERN	\$1,688.00	60.00%	\$675.20	\$1,350.40
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1090-1091 MULTI PURPOSE RM HTLLECTA				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		PULL:	Loop Black				

Line:	303	Item:	HBTMS.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	INTERLINK IQ ELECT WIRE MNGMNT STRIPS	\$126.00	60.00%	\$50.40	\$1,360.80



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Quantity: 27 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1090-1091 MULTI PURPOSE RM
WM
PAINT: Black

Line:	305	Item:	HMTUMOD50.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	UNIVERSAL MOD PANEL FOR 60IN MOTIVATE TABLES	\$263.00	60.00%	\$105.20	\$2,840.40
Quantity:	27	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1090-1091 MULTI PURPOSE RM UMOD50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	306	Item:	HMVR-2460G-NS.G.B9.LOFT.C.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE RECT TABLE	\$1,359.00	60.00%	\$543.60	\$14,677.20
Quantity:	27	Est Weeks to Ship:	5-6 Weeks				
Bid:	475120	Tags:	1090-1091 MULTI PURPOSE RM 24/60/30H				
		GROMMET:	3" Round Grommet				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Silver Mesh				
		EDGE:	Loft				
		CASTER:	Caster				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	307	Item:	HQB	List Price	Discount	Net Price	Total
Cust Line:		Model:	INTERLINK IQ POWER BASE IN-FEED	\$566.00	60.00%	\$226.40	\$1,584.80
Quantity:	7	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1090-1091 MULTI PURPOSE RM BIF				

Line:	309	Item:	HTBINSLIDE	List Price	Discount	Net Price	Total
Cust Line:		Model:	TRASH BIN SLIDE 35 QUART BIN	\$226.00	60.00%	\$90.40	\$361.60
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1090-1091 MULTI PURPOSE RM BIN				

Line:	312	Item:	HTLSHELF.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE LAMINATE CREDENZA SHELF	\$86.00	60.00%	\$34.40	\$137.60
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1090-1091 MULTI PURPOSE RM HTLSHELF				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	304	Item:	HMN2.F.H.IR.ON.CU98.CBK	List Price	Discount	Net Price	Total
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Cust Line:	Model:	MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	\$713.00	60.00%	\$285.20	\$15,400.80
Quantity: 54	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1090-1091 MULTI PURPOSE RM HMN2				
	ARM:	Fixed Arm				
	GLIDE/CAST:	Hard				
	BACK:	4-Way Regatta				
	SHELL:	Onyx				
	FABRIC:	Gr 1 UPH				
	FABRIC_Selection:	Centurion--Navy				
	FRAME:	Charblack				

Line: 310	Item:	HTLCRED72.LPT1.DP.LPT1.G.N	List Price	Discount	Net Price	Total
Cust Line:	Model:	PRESIDE 20X72 36H HOSPITALITY CREDENZA	\$3,148.00	60.00%	\$1,259.20	\$5,036.80
Quantity: 4	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1090-1091 MULTI PURPOSE RM 20x72				
	LAMTOP:	Gr L2 Standard Laminates				
	LAMTOP_Selection:	Portico Teak				
	EDGE:	Portico Teak				
	LAMCHASSIS:	Gr L2 Standard Laminates				
	LAMCHASSIS_Selection:	Portico Teak				
	PULL:	Loop Black				
	CUTOUT:	No Cutout				

Line: 308	Item:	HQH5-3	List Price	Discount	Net Price	Total
Cust Line:	Model:	INTERLINK IQ POWER HARNESS 5FT 3IN ROUND POWER GROMMET	\$208.00	60.00%	\$83.20	\$2,246.40
Quantity: 27	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1090-1091 MULTI PURPOSE RM 5ft				

Line: 314	Item:	HCTL242.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model:	24D CANTILEVER ONE PAIR	\$93.00	70.80%	\$27.16	\$434.56
Quantity: 16	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1092 OPEN OFFICE CB				
	PAINT:	P1 Paint Opts				
	PAINT_Selection:	Brownstone				

Line: 322	Item:	HH879072	List Price	Discount	Net Price	Total
Cust Line:	Model:	BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	\$253.00	70.80%	\$73.88	\$221.64
Quantity: 3	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1092 OPEN OFFICE BIF				

Line: 339	Item:	HRVT3048T.CU98	List Price	Discount	Net Price	Total
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Cust Line:	Model:	ABOUND FABRIC TILE 30H X 48W	\$150.00	70.80%	\$43.80	\$1,927.20
Quantity:	44	Est Weeks to Ship:	4-5 Weeks			
Bid:	475120	Tags:	1092 OPEN OFFICE 1092 OPEN OFFICE			
		FABRIC:	Gr A Fabric			
		FABRIC_Selection:	Centurion--Navy			

Line:	317	Item:	HH871248	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	\$239.00	70.80%	\$69.79	\$418.74
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 48PH				

Line:	326	Item:	HRVC50PT.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND CONNECTOR T - PAINTED 50IN	\$169.00	70.80%	\$49.35	\$197.40
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 50T				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	343	Item:	HWSB2.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE BRACKET KIT	\$52.00	70.81%	\$15.18	\$121.44
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE WBK				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	329	Item:	HRVF5048P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	PANEL FRAME 50H X 48W	\$324.00	70.80%	\$94.61	\$2,649.08
Quantity:	28	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 48/50				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	336	Item:	HRVT3036HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 36W	\$421.00	70.80%	\$122.93	\$983.44
Quantity:	8	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 1092 OPEN OFFICE				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	319	Item:	HH873502.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 2	\$47.00	70.81%	\$13.72	\$54.88



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Quantity: 4 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1092 OPEN OFFICE
1092 OPEN OFFICE
COLOR: Brownstone

Line:	316	Item:	HH871148	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL PASS-THRU CABLE 48W 3-1	\$151.00	70.80%	\$44.09	\$264.54
			& 2-2 SYSTEMS				
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE				
			48PT				

Line:	323	Item:	HHTADF3.P	List Price	Discount	Net Price	Total
Cust Line:		Model:	THREE-PORT FLEX MODE DATA FACEPLATE	\$29.00	70.79%	\$8.47	\$67.76
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE				
			1092 OPEN OFFICE				
		PAINT:	Black				

Line:	340	Item:	HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$2,044.80
Quantity:	8	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE				
			HSLVTMM				
		CONTROL:	SynchroTilt w/ SeatSlide				
		ARM:	Height/Width Adjustable				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Base				
		FRAME:	Black				

Line:	325	Item:	HRVC50PL.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND L CONNECTOR PAINTED 50IN	\$169.00	70.80%	\$49.35	\$592.20
Quantity:	12	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE				
			50L				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	324	Item:	HRVC50PF.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FINISHED END PAINTED 50IN	\$104.00	70.80%	\$30.37	\$364.44
Quantity:	12	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE				
			50E-C				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				



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Line: 333	Item: HRVT1536T.APN29	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND FABRIC TILE 15H X 36W	\$92.00	70.80%	\$26.86	\$644.64
Quantity: 24	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				
	FABRIC: Gr A Fabric				
	FABRIC_Selection: Appoint--Mandarin				

Line: 331	Item: HRVFSB48	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND 48W SEGMENT BAR	\$27.00	70.81%	\$7.88	\$441.28
Quantity: 56	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				

Line: 320	Item: HH873504.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: CIRCUIT 4	\$47.00	70.81%	\$13.72	\$54.88
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				
	COLOR: Brownstone				

Line: 318	Item: HH873501.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: CIRCUIT 1	\$47.00	70.81%	\$13.72	\$54.88
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				
	COLOR: Brownstone				

Line: 341	Item: HWC4824P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: SYSTEMS CORNER WORKSURFACE 48WX24D EDGEBAND CURVED	\$710.00	70.80%	\$207.32	\$1,658.56
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 48/24				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Silver Mesh				
	EDGE: Loft				
	GROMMET: Brownstone				

Line: 332	Item: HRVT1536F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: FRAMELESS GLASS 15H X 36W	\$633.00	70.80%	\$184.84	\$2,218.08
Quantity: 12	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 15/36FG				
	GLASS: Clear Glass				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				



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Line:	321	Item:	HH873506.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 3 (2+2)	\$47.00	70.81%	\$13.72	\$54.88
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 1092 OPEN OFFICE				
		COLOR:	Brownstone				

Line:	342	Item:	HWR2448P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W	\$446.00	70.80%	\$130.23	\$2,083.68
Quantity:	16	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 24/48				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Silver Mesh				
		EDGE:	Loft				
		GROMMET:	Brownstone				

Line:	335	Item:	HRVT1548T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 48W	\$104.00	70.80%	\$30.37	\$1,700.72
Quantity:	56	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 1092 OPEN OFFICE				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	344	Item:	HWSR36.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE-TO-WING PANEL BRACKET 36W	\$65.00	70.80%	\$18.98	\$303.68
Quantity:	16	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE WPB				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	315	Item:	HH871048	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL PASS-THRU W/O POWER BLOCK48IN3-1&2-2	\$137.00	70.80%	\$40.00	\$120.00
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 48JC				

Line:	334	Item:	HRVT1548F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 48W	\$720.00	70.80%	\$210.24	\$5,886.72
Quantity:	28	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1092 OPEN OFFICE 15/48FG				



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GLASS: Clear Glass
PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line: 327	Item: HRVC50PX.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND X CONNECTOR PAINTED 50IN	\$164.00	70.80%	\$47.89	\$47.89
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 50X				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 330	Item: HRVFSB36	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND 36W SEGMENT BAR	\$25.00	70.80%	\$7.30	\$175.20
Quantity: 24	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				

Line: 338	Item: HRVT3048HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:	Model: LAMINATE TILE 30H X 48W	\$484.00	70.80%	\$141.33	\$1,695.96
Quantity: 12	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				
	LAMINATE: Grd L2 Standard Laminates				
	LAMINATE_Selection: Portico Teak				
	EDGE: Portico Teak				

Line: 328	Item: HRVF5036P.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: PANEL FRAME 50H X 36W	\$298.00	70.80%	\$87.02	\$1,044.24
Quantity: 12	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 36/50				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 337	Item: HRVT3036T.CU98	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND FABRIC TILE 30H X 36W	\$129.00	70.80%	\$37.67	\$602.72
Quantity: 16	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 1092 OPEN OFFICE				
	FABRIC: Gr A Fabric				
	FABRIC_Selection: Centurion--Navy				

Line: 313	Item: H882.L.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: BRIGADE 800 SERIES LATERAL FILE 2 DRAWER 36W	\$996.00	67.00%	\$328.68	\$2,629.44
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1092 OPEN OFFICE 18x36x28				



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LOCK: Standard Random Key Lock
PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line:	345	Item:	HCT29MX.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRANGE SEATED HEIGHT X-BASE FOR 36IN SURFACES	\$566.00	60.00%	\$226.40	\$226.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1104 BREAK RM HCT29MX				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Brownstone				

Line:	346	Item:	HCTMDS.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRNGE MED DISC SHRD - BSES THAT SPPRT 36IN SRFCs	\$118.00	60.00%	\$47.20	\$47.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1104 BREAK RM HCTMDS				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Textured Brownstone				

Line:	348	Item:	HMG1.N.E.RG.P7J	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-SET/2	\$612.00	60.00%	\$244.80	\$489.60
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1104 BREAK RM HMG1				
		ARM:	No Arm				
		GLIDE/CAST:	Standard Nylon Glide				
		SHELL:	Tangelo				
		FRAME:	Textured Brownstone				

Line:	347	Item:	HCTSQR36.N.B9.LOFT	List Price	Discount	Net Price	Total
Cust Line:		Model:	ARRANGE TABLE 36IN SQUARE TOP	\$375.00	60.00%	\$150.00	\$150.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1104 BREAK RM 36				
		GROMMET:	No Grommet				
		LAMINATE:	Grd L1 Standard Laminates				
		LAMINATE_Selection:	Silver Mesh				
		EDGE:	Loft				

Line:	356	Item:	HLPLRS4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H RETURN SHELL	\$204.00	60.00%	\$81.60	\$163.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1106-1105 OFFICES 24/42				
		LAMINATE:	Slate Teak				



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Line: 358	Item: HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:	Model: MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2	\$813.00	60.00%	\$325.20	\$650.40
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1106-1105 OFFICES HMG2				
	ARM: Fixed Arm				
	GLIDE/CAST: Standard Nylon Glide				
	SHELL: Onyx				
	FABRIC: Gr 1 UPH				
	FABRIC_Selection: Centurion--Navy				
	FRAME: Charblack				

Line: 357	Item: HLPLTACK72.CN02	List Price	Discount	Net Price	Total
Cust Line:	Model: MOD 72WX18H TACKBOARD	\$125.00	60.00%	\$50.00	\$100.00
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1106-1105 OFFICES TB(TB)				
	FABRIC: Cool Neutral				

Line: 359	Item: HNR1.Y2.STC.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$760.80
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1106-1105 OFFICES HNR1				
	CONTROL: Advanced Synchro-Tilt				
	CYLINDER: Standard Cylinder				
	ARM: Height - Width Adj Arms				
	CASTER: Hard Caster				
	BACK: 4-Way Regatta				
	FABRIC: Grade 1 Uph				
	FABRIC_Selection: Centurion--Navy				
	LUMBAR: Black Adjustable Lumbar				
	BASETYPE: Standard Plastic Black				
	FRAME: Black				

Line: 350	Item: HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LT W/8IN MPRCORDDAISYCHAIN(FOLLOWER)	\$539.00	70.80%	\$157.39	\$314.78
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1106-1105 OFFICES HLED31AUO				

Line: 349	Item: HLED31A	List Price	Discount	Net Price	Total
Cust Line:	Model: 31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$386.60
Quantity: 2	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1106-1105 OFFICES HLED31A				



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Line:	355	Item:	HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H F/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$267.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1106-1105 OFFICES FF				
		LAMINATE:	Slate Teak				

Line:	354	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$267.20
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1106-1105 OFFICES BBF				
		LAMINATE:	Slate Teak				

Line:	352	Item:	HLPLDR72LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD LAMINATE DOORS FOR HLPLDH72 & HLPLWMH72 (2 PACK)	\$40.00	60.00%	\$16.00	\$64.00
Quantity:	4	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1106-1105 OFFICES LM				
		LAMINATE:	Slate Teak				

Line:	353	Item:	HLPLDS7230.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX30DX29H RECTANGULAR DESK SHELL	\$317.00	60.00%	\$126.80	\$253.60
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1106-1105 OFFICES 30/72				
		LAMINATE:	Slate Teak				

Line:	351	Item:	HLPLDH72.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WXX14DX39.75H DESK HUTCH W/O DOORS	\$340.00	60.00%	\$136.00	\$272.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1106-1105 OFFICES DH				
		LAMINATE:	Slate Teak				

Line:	367	Item:	HTLSHELF.LPT1	List Price	Discount	Net Price	Total
Cust Line:		Model:	PRESIDE LAMINATE CREDENZA SHELF	\$86.00	60.00%	\$34.40	\$34.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1107 CONFERENCE HTLSHELF				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				

Line:	366	Item:	HTLHP120.LPT1.LPT1	List Price	Discount	Net Price	Total
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Cust Line:	Model: HTLHP120	\$2,067.00	60.00%	\$826.80	\$826.80
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1107 CONFERENCE				
	29H				
	LAMINATE: Grd L2 Standard Laminates				
	LAMINATE_Selection: Portico Teak				
	LAMINATE2: Portico Teak				

Line: 368	Item: HTPLATEVHAU	List Price	Discount	Net Price	Total
Cust Line:	Model: PRESIDE EXTRON PLATE (DBL SPACE)-VGA	\$428.00	60.00%	\$171.20	\$171.20
	VGA HDMI AUDIO				
Quantity: 1	Est Weeks to Ship: 7-8 Weeks				
Bid: 475120	Tags: 1107 CONFERENCE				
	VHAU				

Line: 365	Item: HTLCRED72.LPT1.DP.LPT1.G.N	List Price	Discount	Net Price	Total
Cust Line:	Model: PRESIDE 20X72 36H HOSPITALITY	\$3,148.00	60.00%	\$1,259.20	\$1,259.20
	CREDENZA				
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1107 CONFERENCE				
	20x72				
	LAMTOP: Gr L2 Standard Laminates				
	LAMTOP_Selection: Portico Teak				
	EDGE: Portico Teak				
	LAMCHASSIS: Gr L2 Standard Laminates				
	LAMCHASSIS_Selection: Portico Teak				
	PULL: Loop Black				
	CUTOUT: No Cutout				

Line: 362	Item: HTG2PWR-3P-1E.SVR	List Price	Discount	Net Price	Total
Cust Line:	Model: ELLORAB G2 FLPTOP-3 AC PWR/1 EXTRON	\$767.00	60.00%	\$306.80	\$306.80
	OPN-10 CORD				
Quantity: 1	Est Weeks to Ship: 5-6 Weeks				
Bid: 475120	Tags: 1107 CONFERENCE				
	PWR-3P-1E				
	PAINT: Silver				

Line: 364	Item: HTLC48120.GDP.G2.LPT1	List Price	Discount	Net Price	Total
Cust Line:	Model: PRESIDE 120W X 48D RECTANGULAR	\$1,312.00	60.00%	\$524.80	\$524.80
	SHAPED LAMINATE TOP				
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1107 CONFERENCE				
	48/120				
	EDGE: 2MM/Flat--Portico Teak				
	GROMMET: Cut out for Flip Top Port				
	LAMINATE: Grd L2 Standard Laminates				
	LAMINATE_Selection: Portico Teak				

Line: 360	Item: HMN2.F.H.IR.ON.CU98.CBK	List Price	Discount	Net Price	Total
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Cust Line:	Model:	MOTIVATE NEST/STACK CHAIR-FLEX BCK-UPH SEAT	\$713.00	60.00%	\$285.20	\$2,852.00
Quantity: 10	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1107 CONFERENCE HMN2				
	ARM:	Fixed Arm				
	GLIDE/CAST:	Hard				
	BACK:	4-Way Regatta				
	SHELL:	Onyx				
	FABRIC:	Gr 1 UPH				
	FABRIC_Selection:	Centurion--Navy				
	FRAME:	Charblack				

Line: 363	Item:	HTG2PWR-4P-2B.SVR	List Price	Discount	Net Price	Total
Cust Line:	Model:	ELLORAB G2 FLPTOP PORT-4 AC PWR-2 BLANK-10 CORD	\$626.00	60.00%	\$250.40	\$250.40
Quantity: 1	Est Weeks to Ship:	5-6 Weeks				
Bid: 475120	Tags:	1107 CONFERENCE PWR-4P-2B				
	PAINT:	Silver				

Line: 361	Item:	HTBINSLIDE	List Price	Discount	Net Price	Total
Cust Line:	Model:	TRASH BIN SLIDE 35 QUART BIN	\$226.00	60.00%	\$90.40	\$90.40
Quantity: 1	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1107 CONFERENCE BIN				

Line: 369	Item:	H885.LP7D	List Price	Discount	Net Price	Total
Cust Line:	Model:	BRIGADE 800 SERIES LAT FILE 5 DRAWER	\$2,294.00	67.00%	\$757.02	\$3,785.10
Quantity: 5	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1108 COMMON STORAGE 18x36x64				
	LOCK:	Standard Random Key Lock				
	PAINT:	P1 Paint Opts				
	PAINT_Selection:	Brownstone				

Line: 390	Item:	HRVFSB48	List Price	Discount	Net Price	Total
Cust Line:	Model:	ABOUND 48W SEGMENT BAR	\$27.00	70.81%	\$7.88	\$378.24
Quantity: 48	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				

Line: 375	Item:	HH871148	List Price	Discount	Net Price	Total
Cust Line:	Model:	ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	\$151.00	70.80%	\$44.09	\$176.36
Quantity: 4	Est Weeks to Ship:	3-4 Weeks				
Bid: 475120	Tags:	1108 OPEN OFC 48PT				



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Line: 370	Item: H882.L.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: BRIGADE 800 SERIES LATERAL FILE 2	\$996.00	67.00%	\$328.68	\$1,972.08
	DRAWER 36W				
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC				
	18x36x28				
	LOCK: Standard Random Key Lock				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 399	Item: HRVT3048T.CU98	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND FABRIC TILE 30H X 48W	\$150.00	70.80%	\$43.80	\$1,489.20
Quantity: 34	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC				
	1108 OPEN OFC				
	FABRIC: Gr A Fabric				
	FABRIC_Selection: Centurion--Navy				

Line: 393	Item: HRVT1536T.APN29	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND FABRIC TILE 15H X 36W	\$92.00	70.80%	\$26.86	\$429.76
Quantity: 16	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC				
	1108 OPEN OFC				
	FABRIC: Gr A Fabric				
	FABRIC_Selection: Appoint--Mandarin				

Line: 388	Item: HRVF5048P.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: PANEL FRAME 50H X 48W	\$324.00	70.80%	\$94.61	\$2,270.64
Quantity: 24	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC				
	48/50				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 384	Item: HRVC50PF.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND FINISHED END PAINTED 50IN	\$104.00	70.80%	\$30.37	\$242.96
Quantity: 8	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC				
	50E-C				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 404	Item: HWSR36.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: WORKSURFACE-TO-WING PANEL BRACKET	\$65.00	70.80%	\$18.98	\$189.80
	36W				
Quantity: 10	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC				
	WPB				



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PAINT: P1 Paint Opts
PAINT_Selection: Brownstone

Line:	379	Item:	HH873502.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 2	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		COLOR:	Brownstone				

Line:	397	Item:	HRVT3036T.CU98	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 30H X 36W	\$129.00	70.80%	\$37.67	\$301.36
Quantity:	8	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Centurion--Navy				

Line:	376	Item:	HH871248	List Price	Discount	Net Price	Total
Cust Line:		Model:	ELECTRICAL POWER HARNESS 48W 3-1 & 2-2 SYSTEMS	\$239.00	70.80%	\$69.79	\$418.74
Quantity:	6	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 48PH				

Line:	371	Item:	HCTL242.P28	List Price	Discount	Net Price	Total
Cust Line:		Model:	24D CANTILEVER ONE PAIR	\$93.00	70.80%	\$27.16	\$27.16
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC CB				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Fossil				

Line:	405	Item:	HWSR48.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE-TO-WING PANEL BRACKET 48W	\$65.00	70.80%	\$18.98	\$37.96
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC WPB				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	381	Item:	HH873506.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 3 (2+2)	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		COLOR:	Brownstone				



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Line: 398	Item: HRVT3048HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:	Model: LAMINATE TILE 30H X 48W	\$484.00	70.80%	\$141.33	\$1,978.62
Quantity: 14	Est Weeks to Ship: 4-5 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC 1108 OPEN OFC				
	LAMINATE: Grd L2 Standard Laminates				
	LAMINATE_Selection: Portico Teak				
	EDGE: Portico Teak				

Line: 382	Item: HH879072	List Price	Discount	Net Price	Total
Cust Line:	Model: BASE IN-FEED CABLE BASE 3-1 & 2-2	\$253.00	70.80%	\$73.88	\$73.88
	SYSTEMS				
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC BIF				

Line: 373	Item: HEP35.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: INTERGRATED POWER POLE 35H-50H	\$422.00	70.80%	\$123.22	\$123.22
	PANELS				
Quantity: 1	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC PP				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 401	Item: HWC4824P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:	Model: SYSTEMS CORNER WORKSURFACE	\$710.00	70.80%	\$207.32	\$1,243.92
	48WX24D EDGEBAND CURVED				
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC 48/24				
	LAMINATE: Grd L1 Standard Laminates				
	LAMINATE_Selection: Silver Mesh				
	EDGE: Loft				
	GROMMET: Brownstone				

Line: 386	Item: HRVC50PT.P7D	List Price	Discount	Net Price	Total
Cust Line:	Model: ABOUND CONNECTOR T - PAINTED 50IN	\$169.00	70.80%	\$49.35	\$197.40
Quantity: 4	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC 50T				
	PAINT: P1 Paint Opts				
	PAINT_Selection: Brownstone				

Line: 400	Item: HSLVTMM.Y1.A.H.IR.CU98.BL.SB.T	List Price	Discount	Net Price	Total
Cust Line:	Model: SOLVE TASK MID BACK MESH BACK	\$639.00	60.00%	\$255.60	\$1,533.60
Quantity: 6	Est Weeks to Ship: 3-4 Weeks				
Bid: 475120	Tags: 1108 OPEN OFC HSLVTMM				



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CONTROL: SynchroTilt w/ SeatSlide
ARM: Height/Width Adjustable
CASTER: Hard Caster
BACK: 4-Way Regatta
FABRIC: Gr 1 UPH
FABRIC_Selection: Centurion--Navy
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Base
FRAME: Black

Line:	392	Item:	HRVT1536F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 36W	\$633.00	70.80%	\$184.84	\$1,478.72
Quantity:	8	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 15/36FG				
		GLASS:	Clear Glass				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	377	Item:	HH871912	List Price	Discount	Net Price	Total
Cust Line:		Model:	CEILING IN-FEED CABLE 144IN LONG	\$263.00	70.80%	\$76.80	\$76.80
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC CIF - 144				

Line:	395	Item:	HRVT1548T.APN29	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND FABRIC TILE 15H X 48W	\$104.00	70.80%	\$30.37	\$1,457.76
Quantity:	48	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		FABRIC:	Gr A Fabric				
		FABRIC_Selection:	Appoint--Mandarin				

Line:	391	Item:	HRVP48P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND 48W POWER POLE TRIM KIT	\$173.00	66.30%	\$58.30	\$58.30
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC HRVP48P				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	372	Item:	HCTL242.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	24D CANTILEVER ONE PAIR	\$93.00	70.80%	\$27.16	\$298.76
Quantity:	11	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC CB				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				



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Line:	394	Item:	HRVT1548F.G.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	FRAMELESS GLASS 15H X 48W	\$720.00	70.80%	\$210.24	\$4,835.52
Quantity:	23	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 15/48FG				
		GLASS:	Clear Glass				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	378	Item:	HH873501.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 1	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		COLOR:	Brownstone				

Line:	403	Item:	HWSB2.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	WORKSURFACE BRACKET KIT	\$52.00	70.81%	\$15.18	\$75.90
Quantity:	5	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC WBK				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	380	Item:	HH873504.EY	List Price	Discount	Net Price	Total
Cust Line:		Model:	CIRCUIT 4	\$47.00	70.81%	\$13.72	\$41.16
Quantity:	3	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		COLOR:	Brownstone				

Line:	396	Item:	HRVT3036HS3.LPT1.DP	List Price	Discount	Net Price	Total
Cust Line:		Model:	LAMINATE TILE 30H X 36W	\$421.00	70.80%	\$122.93	\$983.44
Quantity:	8	Est Weeks to Ship:	4-5 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 1108 OPEN OFC				
		LAMINATE:	Grd L2 Standard Laminates				
		LAMINATE_Selection:	Portico Teak				
		EDGE:	Portico Teak				

Line:	385	Item:	HRVC50PL.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model:	ABOUND L CONNECTOR PAINTED 50IN	\$169.00	70.80%	\$49.35	\$493.50
Quantity:	10	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1108 OPEN OFC 50L				
		PAINT:	P1 Paint Opts				
		PAINT_Selection:	Brownstone				

Line:	389	Item:	HRVFSB36	List Price	Discount	Net Price	Total
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Cust Line:		Model: ABOUND 36W SEGMENT BAR	\$25.00	70.80%	\$7.30	\$116.80
Quantity:	16	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1108 OPEN OFC 1108 OPEN OFC				

Line:	387	Item: HRVF5036P.P7D	List Price	Discount	Net Price	Total
Cust Line:		Model: PANEL FRAME 50H X 36W	\$298.00	70.80%	\$87.02	\$696.16
Quantity:	8	Est Weeks to Ship: 4-5 Weeks				
Bid:	475120	Tags: 1108 OPEN OFC 36/50				
		PAINT: P1 Paint Opts				
		PAINT_Selection: Brownstone				

Line:	383	Item: HHTADF3.P	List Price	Discount	Net Price	Total
Cust Line:		Model: THREE-PORT FLEX MODE DATA FACEPLATE	\$29.00	70.79%	\$8.47	\$50.82
Quantity:	6	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1108 OPEN OFC 1108 OPEN OFC				
		PAINT: Black				

Line:	402	Item: HWR2448P.B9.LOFT.EY	List Price	Discount	Net Price	Total
Cust Line:		Model: SYSTEMS RECTANGULAR WORKSURFACE	\$446.00	70.80%	\$130.23	\$1,562.76
		EDGEBAND 24D X 48W				
Quantity:	12	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1108 OPEN OFC 24/48				
		LAMINATE: Grd L1 Standard Laminates				
		LAMINATE_Selection: Silver Mesh				
		EDGE: Loft				
		GROMMET: Brownstone				

Line:	374	Item: HH871048	List Price	Discount	Net Price	Total
Cust Line:		Model: ELECTRICAL PASS-THRU W/O POWER	\$137.00	70.80%	\$40.00	\$80.00
		BLOCK48IN3-1&2-2				
Quantity:	2	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1108 OPEN OFC 48JC				

Line:	414	Item: HLPLPSFF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model: MOD 15WX20DX28H F/F SUPPORT	\$334.00	60.00%	\$133.60	\$133.60
		PEDESTAL				
Quantity:	1	Est Weeks to Ship: 3-4 Weeks				
Bid:	475120	Tags: 1109 OFFICE FF				
		LAMINATE: Slate Teak				

Line:	407	Item: HLED31AUO	List Price	Discount	Net Price	Total
Cust Line:		Model: 31IN LED LT W/8IN	\$539.00	70.80%	\$157.39	\$157.39
		MPRCORDDAISYCHAIN(FOLLOWER)				



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

Quantity: 1 Est Weeks to Ship: 3-4 Weeks
Bid: 475120 Tags: 1109 OFFICE
HLED31AUO

Line:	417	Item:	HNR1.Y2.STC.A.H.IR.CU98.BLSB.T	List Price	Discount	Net Price	Total
Cust Line:		Model:	HON NUCLEUS RECHARGED TASK CHAIR	\$951.00	60.00%	\$380.40	\$380.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE HNR1				
		CONTROL:	Advanced Synchro-Tilt				
		CYLINDER:	Standard Cylinder				
		ARM:	Height - Width Adj Arms				
		CASTER:	Hard Caster				
		BACK:	4-Way Regatta				
		FABRIC:	Grade 1 Uph				
		FABRIC_Selection:	Centurion--Navy				
		LUMBAR:	Black Adjustable Lumbar				
		BASETYPE:	Standard Plastic Black				
		FRAME:	Black				

Line:	415	Item:	HLPLTACK66.CN02	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 66WX18H TACKBOARD	\$119.00	60.00%	\$47.60	\$47.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE TB(TB)				
		FABRIC:	Cool Neutral				

Line:	406	Item:	HLED31A	List Price	Discount	Net Price	Total
Cust Line:		Model:	31IN LED LIGHT W/PWRSUPPLYFORDAISYCHAIN(STARTER)	\$662.00	70.80%	\$193.30	\$193.30
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE HLED31A				

Line:	409	Item:	HLPLCS7224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX24DX29H CREDENZA SHELL	\$290.00	60.00%	\$116.00	\$116.00
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE 24/72				
		LAMINATE:	Slate Teak				

Line:	410	Item:	HLPLDH66.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 66WX14DX39.75H DESK HUTCH W/O DOORS	\$324.00	60.00%	\$129.60	\$129.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE DH				
		LAMINATE:	Slate Teak				



MINTON JONES COMPANY
1325 OAKBROOK DR STE A
NORCROSS, GA 30093-2285

Line:	416	Item:	HMG2.F.E.ON.CU98.CBK	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOTIVATE 4-LEG STACK CHAIR-UPH SEAT-SET/2	\$813.00	60.00%	\$325.20	\$325.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE HMG2				
		ARM:	Fixed Arm				
		GLIDE/CAST:	Standard Nylon Glide				
		SHELL:	Onyx				
		FABRIC:	Gr 1 UPH				
		FABRIC_Selection:	Centurion--Navy				
		FRAME:	Charblack				

Line:	412	Item:	HLPLDS7236.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 72WX36DX29H RECTANGULAR DESK SHELL	\$323.00	60.00%	\$129.20	\$129.20
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE 36/72				
		LAMINATE:	Slate Teak				

Line:	408	Item:	HLPLB4224.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 42WX24DX29H BRIDGE	\$171.00	60.00%	\$68.40	\$68.40
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE 24/42				
		LAMINATE:	Slate Teak				

Line:	413	Item:	HLPLPSBBF.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD 15WX20DX28H B/B/F SUPPORT PEDESTAL	\$334.00	60.00%	\$133.60	\$133.60
Quantity:	1	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE BBF				
		LAMINATE:	Slate Teak				

Line:	411	Item:	HLPLDR66LM.LSL1	List Price	Discount	Net Price	Total
Cust Line:		Model:	MOD LAMINATE DOORS FOR HLPLDH66 & HLPLWMH66 (2 PACK)	\$40.00	60.00%	\$16.00	\$32.00
Quantity:	2	Est Weeks to Ship:	3-4 Weeks				
Bid:	475120	Tags:	1109 OFFICE LM				
		LAMINATE:	Slate Teak				

Mfg List: \$1,036,510.00

Mfg Net: \$351,522.81

Please refer to your Dealer Terms and Conditions.



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director, Purchasing and Contract Compliance

FROM: Joseph Davis, Director, DREAM *JD*

DATE: February 21, 2023

SUBJECT: Contractor's Performance Report – The Hon Company, LLC C/O Milton Jones Company, Inc.

The Contractor listed below to our knowledge has never provided any professional goods or services to Fulton County's Department of Real Estate and Asset Management:

PROJECT: Furniture, and Installation Services for the Fulton County Central Warehouse

PROJECT NO.: ITB #ITB22110K-DJ

CONTRACTOR: The Hon Company, LLC C/O Milton Jones Company, Inc.
200 Oak Street
Muscatine, IA 52761

POC: Ms. Dena Bates

PHONE: (563) 272-3932

EMAIL: contractmanager@honcompnay.com

If you have any questions, please contact Harry Jordan at (404) 612-5933

JD/TD/haj

C: Tim Dimond, Deputy Director, DREAM



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0345

Meeting Date: 5/17/2023

Department

Arts and Culture

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

Request for the rescission of the approval of a public art contract with David Moore and Adam Deck related to the Rogers Bridge Public Art Project in Johns Creek pursuant to Agenda Item 22-0964 on December 21, 2022.

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

Scope of Work: The Department of Arts & Culture proposes to rescind the award made to David Moore and Adam Deck on December 21, 2022 (Agenda Item 22-0964) to commission original works of art at three locations in Fulton County.

On March 16, David Moore contacted the department to notify us of his resignation from the project. His collaborator, Adam Deck was given the opportunity to apply as a solo artist on March 28, however, he did not submit a portfolio for consideration. Therefore, the Department recommends rescinding the award and appointing an alternative artist.

The contract with the selected artist was never executed and therefore, no funds were expended.

Community Impact: NA

Department Recommendation: Department recommends rescinding the award to David Moore and Adam Deck

Project Implications: The project is unable to move forward until the award is rescinded and an alternative artist is appointed.

Community Issues/Concerns: None

Department Issues/Concerns: None

Fiscal Impact / Funding Source

Funding Line 1:

461-181-JCAP-1160



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0346

Meeting Date: 5/17/2023

Department

Arts and Culture

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

Request approval of a public art contract to commission Allen Peterson to create three site-specific, original works of art at three locations determined by the County using materials reclaimed from the Rogers Bridge, Johns Creek in the amount of \$54,700.00, and authorization of the County Attorney to approve the public art contract as to form and to make necessary changes to the contract to protect the County prior to execution. The term is upon BOC approval through December 31, 2024.

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)*

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 is requesting approval of a public art contract to commission Allen Peterson to create a three site-specific, original works of art in at three locations determined by the County using materials reclaimed from the Rogers Bridge, Johns Creek in the amount of \$54,700.00.

This public art contract uses funds from the General Fund specifically allocated to the project by the

BOC and therefore is not subject to the Art in Public Places Resolution adopted by the Fulton County Board of Commissioners in April 1993. Background: On April 13, 2022 the Fulton County Board of Commissioners resolved to approve an Intergovernmental Agreement with the City of Johns Creek, Georgia to create a Selection Panel and to commission artwork from the steel material used to construct the historic Rogers Bridge (Agenda item #22-0246). As part of the Agreement, the County is committing \$150,000 cash and the City is committing \$50,000 towards the project. The goal is to create one significant statement piece at the original Rogers Bridge location, along with several smaller pieces located at City and County facilities. In October, the Board approved a recommendation to appoint Ilan Averbuch as the artist responsible for the large scale work located along the Chattahoochee River adjacent to the newly constructed bridge. Per the IGA with the City of Johns Creek (Agenda Item # 22-0246) the County will be covering all costs associated with the works commissioned under this contract.

A national online Call for Artists' EOI, issued by the Department via publicartist.org 11/08 - 11/22 2022. 35 applicants submitted portfolios for review by the Selection Panel. The Selection Panel identified 4 applicants who would receive an honorarium and provide a conceptual proposal by December 15th. After a review of the proposals, the Panel scored David Moore and Adam Deck the highest with Allen Peterson as the second preference. On December 21, 2022 (Agenda Item 22-0964), the Board of Commissioners approved the award of the contract to David Moore and Adam Deck. On March 16, David Moore notified the Department of his resignation from the project. His collaborator, Adam Deck was given the opportunity to apply as a solo artist on March 28, however, he did not submit a portfolio for consideration. Therefore, the Department recommends appointing the second placed artist, Allen Peterson as the selected artist.

Scope of Work: Following the appointment of an artist for the main sculptural piece located at Rogers Bridge on the Chattahoochee River, the Department is now seeking artists to create smaller works using steel recycled from the historic Rogers Bridge. The artwork will be located at sites around Johns Creek including the Johns Creek Environmental Campus, Ocee Library, Northeast/Spruill Oaks Library and City of Johns Creek City Hall. This commission is only for Fulton County-owned locations. This public art contract uses funds from the General Fund specifically allocated to the project by the BOC and therefore is not subject to the approval process established by the Art in Public Places Resolution

Community Impact: When installed, this artwork will serve to enhance the experience of visiting County facilities. It will also preserve a significant part of Fulton County history by recycling steel from the 106-year-old bridge.

Department Recommendation: The Department of Arts & Culture is requesting approval of the public art contract.

Project Implications: In 2022, the Board joined with the City of Johns Creek through an IGA for the commission of multiple works of art using the recycled bridge materials (Agenda item #22-0246). Should the Board not approve this recommendation it would jeopardize the IGA, the County's relationship with the City and perception in Johns Creek and arts communities.

Community Issues/Concerns: None

Department Issues/Concerns: None

New Procurement

Contract & Compliance Information

Allen Peterson dba AP Fine Arts LLC
1300 Fleetwood Dr SE
Atlanta, GA 30316

Exhibits Attached

A. Contract

B. Proposal

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

Alex Frankcombe
Public Art Manager
Department of Arts and Culture
404-612-5791

Contract Attached

Yes

Previous Contracts

No

Total Contract Value

Original Approved Amount:	\$0
Previous Adjustments:	\$0
This Request:	\$54,700
TOTAL:	\$54,700

Grant Information Summary

Amount Requested:	0	<input checked="" type="checkbox"/>	Cash
Match Required:	-	<input type="checkbox"/>	In-Kind
Start Date:	4/25/22	<input type="checkbox"/>	Approval to Award
End Date:	4/25/24	<input type="checkbox"/>	Apply & Accept
Match Account \$:	54,700		

Fiscal Impact / Funding Source**Funding Line 1:**

461-181-JCAP-1160

Key Contract Terms

Start Date:	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms:

STATE OF GEORGIA

COUNTY OF FULTON

THIS AGREEMENT, made and entered into this ____ day of _____, 2023 between FULTON COUNTY, a political subdivision of the State of Georgia, and AP Fine Arts LLC (hereinafter referred to as "Artist").

WHEREAS, the Fulton County Board of Commissioners passed an Art in Public Places Resolution ("Resolution"), thereby pledging to support, develop, and create a means of integrating public art into the design and development of Fulton County through an Art in Public Places Program; and

WHEREAS, the Fulton County Board of Commissioners adopted the FY2022 Budget on January 19, 2022 which included an allocation for \$150,000 for the commissioning of public art using steel recycled from the Rogers Bridge in Johns Creek; and

WHEREAS, on December 4, 2019 (via Agenda Item # 19-0986), Fulton County and the City of John's Creek entered an Intergovernmental Agreement, along with the City of Duluth and Gwinnett County, for the replacement of the historic Rogers Bridge; and

WHEREAS, on April 13, 2022 (via Agenda Item # 22-0246) the Fulton County Board of Commissioners and the City of Johns Creek entered into an Intergovernmental Agreement to govern the creation of public art utilizing the steel material from the historic Rogers Bridge; and

WHEREAS, both the Artist and the artwork were selected by procedures established by the Fulton County Public Art Master Plan and the Fulton County Arts and Culture Department ("FCAC"); and

WHEREAS, Fulton County wishes to commission Artist to create a work of art (collectively known as the "Work") in Artist's own unique style; and

WHEREAS, the FCAC has been designated by Fulton County and the City of Johns Creek as its representative to work directly with Artist and shall perform certain services as defined herein; and

WHEREAS, the parties acknowledge the Work by Artist shall be installed in Fulton County, Georgia, at Rogers Bridge, Johns Creek, (the "Site"); and

WHEREAS, the parties wish to have the Work governed by the mutual obligations, covenants and conditions herein:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereinafter set forth, and other valuable considerations, receipt being acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES.

The parties acknowledge that the Work shall consist of **three sculptures utilizing material from the historic Rogers Bridge and placed at three locations determined by the County.** The work is more conceptually described in the Artist's Proposal (Exhibit C) and Project Schedule (Exhibit B) attached hereto and incorporated herein by reference.

Artist shall execute, fabricate, deliver and install, or supervise installation of, the Work and provide other post-installation services as described above.

II. PAYMENT

Fulton County shall disburse payments not to exceed **\$54,700.00** (the "Payment") to Artist according to the following schedule and terms set forth herein.

\$5,470.00 Initial Contract Payment (10%) After Execution of this Agreement for Design development to include engineering and/or architectural drawings, shop drawings, revised budget and schedule, proof of insurance

\$24,615.00 Interim Contract Payment (45%)
After Design Documentation Review and Approval, and written Notice to Proceed (NTP) given to Artist from FCAC

\$16,410.00 2nd Interim Contract Payment (35%)
After Artist's written notification to Fulton County and Fulton County's verification that 50% of the work has been completed in accordance with this Agreement

\$8,205.00 Final Contract Payment (15%)
Following written notification to Fulton County and after Fulton County's determination and written acknowledgment verifying that: (i) the Work has been completed and installed in accordance with this Agreement; (ii) the Site has been cleared of all Artist's and installer's debris; and (iii) all requirements of this Agreement have been satisfied, including submission by Artist of complete final report, photographic documentation, and written instructions for maintenance and preservation of the artwork.

III. BILLING

In order to receive Payment, Artist shall submit a signed invoice to Fulton County indicating that each stage outlined above in Paragraph II has been reached. Fulton County may request, at any time, a good-faith estimate of the degree of completion of the Work, and Artist shall promptly comply.

- A. Disagreement with Estimation of Stage. If Fulton County disagrees with Artist's estimation of the stage of completion, the Artist is required to comply with Fulton County's judgment.
- B. Agent Commission. Notwithstanding any prior agreement between Artist and any agent, representative or gallery, any agent's commission shall be paid solely by Artist; Fulton County shall assume no responsibilities for any agent's commissions.

- C. Excess Costs. In the event Artist incurs costs in excess of the Payment, Artist shall pay any excess from Artist's own funds and Fulton County shall not be required to pay any part of the excess costs and Artist shall have no claim against Fulton County on account thereof. Artist agrees to indemnify and hold Fulton County harmless for any and all claims, known or unknown, which may be brought against the County, or agents thereof, as a result of any excess costs.
- D. Withholding for Non-completion of Work. In the event the Work is not completed or partially completed according to the milestone dates set forth in the Schedule (Exhibit B) included herein, Fulton County may withhold monies otherwise due to Artist on account of Artist's failure to perform in accordance with the terms and conditions of this Agreement. Within thirty (30) days of exercising its right to withhold monies, Fulton County will provide written notice to Artist of the reasons therefore and shall thereafter provide Artist with thirty (30) days to cure. When all reasons supporting Fulton County's withholding any payment have been removed to Fulton County's reasonable satisfaction, Fulton County shall pay promptly to Artist any monies withheld that are otherwise due to Artist.

IV. FABRICATION/TRANSPORTATION/INSTALLATION.

- A. Artist Provides. Artist shall provide the following goods and services:
1. Structural Design Documents. Artist shall work with a structural engineer in creating and conveying to Fulton County structural design documents for the Work (the "Documents"). The Documents shall include, but are not limited to, connections of the Work to the Site and structural integrity of the Work itself. Artist shall bear all cost and expense of any reasonable civil, architectural, structural, mechanical, electrical requirements and safety or material tests required for any element of the Work.
 2. Structural Certification. The Artist, when required by Fulton County, shall be responsible for having a certified structural engineer certify that the Work complies with applicable local, state or federal laws, statutes, ordinances or regulations. Artist shall also bear this expense.
 - a. Fulton County reserves the right, but assumes no duty or responsibility to request Artist to make revisions to any Documents as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the Work or the Site. Any revisions required by Fulton County of the Documents or any changes, alterations, revisions, or modifications thereto, as required by this Agreement, or otherwise, at any time shall in no way waive, relieve, discharge, excuse or otherwise release Artist from Artist's duties, responsibilities or obligations under this Agreement, and Fulton County shall not thereby assume, nor be deemed to have assumed, any duties, responsibilities or obligations of Artist.

- b. The Artist agrees to defend, indemnify, release and hold harmless Fulton County, its Commissioners, officers, employees and agents, from and against any and all losses, including claims, damages, liabilities, costs and expenses (including, but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgment, settlements, court costs, attorney's fees or expense, regardless of the outcome of any such action, proceeding or investigation) arising out of the actions of Artist in performing this Agreement, or out of the nonperformance of his obligations under this Agreement.
 - c. Fulton County may also request revisions of the Documents for other practical reasons at no additional cost to the County.
- 3. The Work. Artist shall be responsible for all supplies, materials and equipment as necessary for the Work's creation, fabrication, transportation, erection and installation except as otherwise delineated herein. Artist shall determine the Work's artistic expression, scope, design, color, size, materials and texture, all of which shall be subject to review and acceptance by Fulton County as set forth in this Agreement.
- 4. Review and Conformity of the Work.
 - a. Periodic Review of the Work. Fulton County shall have the right to review the Work at reasonable times during the fabrication thereof within 24-hour notification.
 - b. Conformance with Schedule. Artist or an independent contractor shall create and fabricate the Work, and shall coordinate with Fulton County in transporting and installing the Work, in accordance with the approved Schedule (Exhibit B).
 - c. Conformity of the Work. Artist shall complete the creation and fabrication of the Work in conformity with the approved Proposal (Exhibit C).
 - d. Proposed Changes in the Work. Artist shall present any proposed significant changes in the artistic expression, scope, design, color, size, materials or texture of the Work not permitted by or not in conformity with the approved Proposal (Exhibit C) to Fulton County in writing for Fulton County's review and approval. A significant change is any change in the artistic expression, scope, design, color, size, material, texture or proposed location on the Site of the Work that affects installation, scheduling, proposed site preparation, maintenance of the Work, or the concept of the Work as represented in the approved Proposal (Exhibit C). Fulton County reserves the

right to reject any significant changes in the artistic expression, scope, design, color, size, materials or texture of the Work or proposed location.

5. Delivery and Installation.

- a. Notification of Completion of Fabrication. Artist shall notify FCAC in writing, when fabrication of the Work is completed and the Work is ready for transport to the Site.
- b. Transport of the Work. Artist shall coordinate with Fulton County to transport the Work to the Site in compliance with the approved Schedule (Exhibit B).
- c. Installation of the Work. Artist shall install, or shall cause to have installed, the Work at the Site as represented in the approved Proposal (Exhibit C). In the event Artist does not install the Work, Artist shall provide detailed instructions to, supervise, and pay an independent contractor for the Work's installation. Independent contractor shall use their best efforts to install the Work at the Site according to Artist's instructions. Following installation, Fulton County may, at its discretion, make adjustments to the installation. Artist shall notify Fulton County in writing, when installation of the Work at the Site is completed pursuant to the terms of Paragraph IV.A.5.d. below.
- d. Fulton County's Acceptance of the Work. The installation of the Work shall be considered complete, and the Work shall be considered accepted by Fulton County, following Artist's installation of the Work, removal of Artist's and/or installer's equipment, site debris, excess materials, etc., and written instructions for appropriate maintenance and preservation of the Work and Fulton County's verification, confirmation and acceptance by written notice to Artist to confirm compliance. This written notice, or a notice of deficiencies or nonconformity will be given within 14 business days then the work shall be considered accepted by Fulton County.
- e. The completed work must be installed at the Site no later than the schedule set forth in Article V (A).

B. Fulton County Provides. Fulton County shall provide the following goods and services:

1. Determination of Site. Artist acknowledges that decisions concerning the location of Artist's specific piece will be made by Fulton County, in conjunction with the Architect and with Artist's knowledge. Artist acknowledges that Fulton County, in its ownership of the Site shall have the

right to remove or relocate the Work. Fulton County shall have the right to terminate water, electricity or other utilities Fulton County provides at the site.

2. Site Documents. Complete Site documents showing Site construction and attachment of the Work to the Site.
3. Licenses. Fulton County shall be responsible for any licenses and permits necessary for installation of the Work.
4. Site Preparation. While Fulton County shall take into consideration the preferences of Artist, Fulton County shall have the right to make final decisions regarding the Site preparation for the Work.
 - a. Artist will coordinate with Fulton County about attachment.
 - b. Subject to Section (B)(1) above, Fulton County will provide or be responsible for any water, electricity, lighting or other necessary utility services.
5. Plaque. Design, preparation and installation at the Site of a plaque identifying Artist, the title of the Work and the year of completion, and including the phrase "This public art project was funded by the Fulton County Board of Commissioners under the guidance of the Fulton County Arts Council." (the "Plaque").
6. Publicity. Each party gives to the other its permission to use the other Party's name, picture, portrait and photographs, if any, in all forms of media and in all manner, including, but not limited to, exhibition, display, advertising, trade and editorial uses, subject to the provisions of this Agreement regarding copyright, and without any violation of either party's rights of privacy or any other personal or proprietary rights they may possess solely in connection with the Work commissioned under this Agreement. Notwithstanding the foregoing, Artist must obtain Fulton County's prior written approval to use its name or logo in any and all media or publications prior to use.
7. Storage. In the event Fulton County causes construction or other events affecting the Site to preclude installation of the Work at the Site on the date specified in Schedule (Exhibit B), Fulton County shall store the work at a County facility at no cost to Artist until the time that the Site becomes sufficiently accessible to permit installation of the Work.
8. Payments. Payments to Artist as indicated in Paragraph II above.
9. The FCAC shall maintain on file a record of this Agreement and of the location and disposition of Work.

C. Post-Installation.

1. Publicity Event. Artist agrees to attend and to participate in an art dedication ceremony and/or an artist's presentation on a date or dates to be determined by both the Artist and the Fulton County Arts and Culture Department.
2. Signature. The name or signature of the Artist shall be included on the completed Work. The Copyright Notice shall be visibly displayed in the manner and location as to give reasonable notice of the ownership of the copyright.
3. Documentation. Within thirty (30) days after the installation of the Work, the Artist shall furnish the County with ten digital images (jpeg or tiff format) saved at 300 dpi, at least 8" x 10" and (3) 8" x 10" photographs of the completed Work, taken from a minimum of the three different viewpoints. Artist should document multiple Works with a digital photograph of each Work. The artist shall furnish Fulton County with a full and complete description of the work, to include title, dimensions, materials and a statement of concept. Artist shall also furnish the Fulton County Arts and Culture Department with an updated resume.
4. Project Budget. Within thirty (30) days after the installation of the Work, the Artist shall furnish Fulton County with a final project budget indicating actual expenditures for the project.

V. **CONTRACT SCHEDULE AND CONTRACT TERM.**

- A. Schedule. This Schedule for Artist's completion of the Work shall be **twelve months from the date of contract execution**, unless extended by prior written approval of FCAC. Artist shall be in breach of the contract if the Work is not completed by the schedule stated herein, unless same is extended by Fulton County.
- B. Term. This Agreement shall commence upon complete execution hereof and shall remain in effect until the satisfactory completion of the terms and conditions set forth herein and final acceptance of Work by Fulton County and final payment to Artist, unless sooner terminated pursuant to Paragraph XI.
- C. Delays. The Artist will be allowed delays for the following conditions:
 1. Non-delivery of Materials: Entities contracted by Fulton County shall execute their work in a timely manner so the Artist may install on site.
 2. Weather: Isolated inclement weather, wherein the Site is determined to be unworkable for days of precipitation and days following for short times between otherwise good weather; and sustained inclement weather, wherein the Site is determined to be unworkable for a sustained period of time, with only an occasional working day within the sustained unworkable conditions. If the Artist believes

either condition applies, a request shall be made to FCAC for a meeting and a joint determination of the Site conditions and approval of the delay shall be recorded in writing.

3. Force Majeure: Notwithstanding anything to the contrary contained herein, the Artist shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, excessive shortage of supply, breakdowns or malfunctions, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties including worker shortage, war, or civil unrest.
4. In the event construction or other events affecting the Site preclude installation of the Work at the Site on the date specified in the Schedule (Exhibit B):
 - a. Fulton County shall promptly give written notice to the Artist of the situation.
 - b. Fulton County and Artist shall re-examine the Schedule (Exhibit B), and, if mutually agreed, shall revise the Schedule (Exhibit B), in accordance with Paragraph XV. herein.

VI. REPRESENTATIONS AND WARRANTIES.

- A. Schedule. Artist represents and warrants that Artist shall make this project and Artist's obligations herein Artist's first priority; further, Artist represents and warrants Artist can meet the schedules established pursuant to this Agreement and Artist is capable of completing this project within the required deadline.
- B. Warranties of Quality and Condition. Artist represents and warrants that the execution and fabrication of the Work will be performed in a workmanlike manner; that the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defect consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendation submitted by the Artist as required hereinabove.
- C. Original Creation. Artist further represents and warrants that:
 1. The Work shall be the original creation of Artist and is solely the result of the artistic effort of Artist;
 2. The complete commission will be solely the result of the artistic effort of Artist;
 3. Except as otherwise disclosed in writing to Fulton County, the Work is unique and original and does not infringe upon any copyrights;
 4. The Work has not been accepted for sale elsewhere; and

5. The Work and all copyrights thereto are the sole property of Artist and are free and clear from any liens, claims or licenses from any source whatsoever.
- D. Artist shall not cause or permit any hazardous material (as defined below) to be used or incorporated within the Work without notice and specific written consent of Fulton County.

As used herein, the term “hazardous material” means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States government. The term “hazardous material” includes without limitation any material or substance designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317) or pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601).

VII. INDEPENDENT CONTRACTOR

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

VIII. RISK OF LOSS.

- A. The risk of loss or damage to the Work shall be borne by Artist until final acceptance of the Work by Fulton County as delineated in Paragraph IV.A.5.d. herein. Artist shall take reasonable measures as are necessary to protect the Work from loss or damage until Fulton County issues final written acceptance of the Work. Artist agrees to provide any insurance as may be specifically required and set out in Exhibit A.
- B. The Artist agrees to defend, indemnify, release and hold harmless Fulton County, its Commissioners, officers, employees and agents, from and against any and all losses, including claims, damages, liabilities, costs and expenses (including, but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgment, settlements, court costs, attorney’s fees or expense, regardless of the outcome of any such action, proceeding or investigation) arising out of the actions of Artist in performing this Agreement, or out of the nonperformance of his obligations under this Agreement.
- C. Subsequent to final acceptance of the Work by Fulton County as delineated in Paragraph IV.A.5.d. herein, Fulton County shall bear risk of loss or damage

IX. COPYRIGHTS, TITLE, PERMITTED USES AND CREDITS.

A. Copyrights.

1. General. Artist specifically retains all rights under the Copyright Act, 17 U.S.C. §101, et. seq., as amended by the Visual Artists Rights Act, 17 U.S.C. § 106A, and all other rights in and to the Proposal and completed Work (see Paragraph IV.A.5.d), commissioned pursuant to this Agreement, except ownership and possession, and other such rights that are expressly limited by this Agreement. Upon Fulton County's final acceptance of the completed Work (in accordance of Paragraph IV.A.5.d), Fulton County shall retain title, possession, and ownership in the Proposal and the Work, and all copies, reproductions and derivatives of the Work including, but not limited to, selected working models, concept sketches, drawings and photographs.

In view of the intention that the completed Work shall be unique, the Artist shall not make any exact duplicate reproductions of the completed Work nor shall the Artist grant permission to others to do so except with the written permission of Fulton County.

The Artist shall grant to Fulton County an irrevocable license to create, limit or control reproductions of the images for educational and other non-commercial uses, the display or exhibition of models or drawings, and, with prior notification to the Artist, the right to use an image or likeness of the completed Work for commercial or fundraising uses.

2. Registration. Artist shall be responsible for registering the copyright for the Work with the United States Register of Copyrights, and for providing Fulton County with a copy of the application for registration, the registration number and the effective date of the registration. The Artist shall be responsible for enforcing the copyright.
3. Documents. Submission or distribution of documents to meet any official regulatory requirements or for similar purposes in connection with the installation of the Work on the Site shall not be construed as publication in derogation of the copyright in the Work or either parties' reserved rights.
4. Copyright Notice. All copies, reproductions or derivative works shall contain an appropriate copyright notice identifying the copyright owner and the date of the original publication.
5. Publication. No publication of the Work shall be made by either party prior to the final written acceptance of the Work by Fulton County as delineated in Paragraph IV.A.5.d. herein, transfer of title is complete, and Fulton County publishes the Work to the public.

B. Title. Title to the Work shall transfer to Fulton County upon final acceptance of the Work by Fulton County as delineated in Paragraph IV.A.5.d. herein, and payment in full to Artist. Artist shall effect transfer of title by executing and delivering transfer documents, confirmation of transfer or other written instruments as Fulton County may supply and reasonably request.

C. Permitted Uses. Fulton County grants to Artist the right to:

1. Include photographs, drawings or similar images of the Work in Artist's portfolio of artwork for purposes of demonstrating Artist's work; and
2. Use photographs, drawings or similar images of the Work for educational purposes.

The foregoing permitted uses of the Work shall not include any right to exploit commercially any copies, reproductions, public displays, sales or derivatives of the Work of any kind or in any manner, except two dimensional photographs in Artist's catalog or for biographical purposes.

D. Credit.

1. Credit to Fulton County. Artist shall give credit to Fulton County in any publication or public display of any photographs of the Work. The credit shall read substantially as follows: "An original work commissioned by the Fulton County Arts and Culture Department with funding provided by the Fulton County Board of Commissioners." The credit shall also include an appropriate copyright notice identifying the copyright owner and the date of the original publication.
2. Credit to Artist. All copies, reproductions or derivatives of the Work created by Fulton County shall contain a credit to the Artist. The credit shall read substantially as follows: 'by Allen Peterson'.

X. MAINTENANCE, REPAIRS, RESTORATIONS AND ALTERATIONS.

A. Maintenance. Fulton County shall use reasonable efforts to ensure that the Work is properly maintained and reasonably protected, taking into account the instructions of Artist provided in accordance with Paragraph IV.A.5.d. herein (Fulton County shall have the right to preserve the Work,). Any funds or income resulting from the preparation of reproductions or derivatives of the Work or otherwise from the Work shall be applied towards repair, maintenance and conservation of the Work.

B. Repairs and Restorations.

1. Determination of Need. Fulton County shall have the right to determine, after consultation with a professional conservator, when and if maintenance, repairs and restorations to the Work will be made.
2. Artist's Rights to Repair or Restore. During Artist's lifetime, Fulton County

shall make reasonable efforts to consult with the Artist regarding any repair or conservation and to contract with Artist or Artist's designee in the repair or conservation of the Work.

- a. If Artist or Artist's designee cannot be located to discuss any repair or restoration, Fulton County shall have the right to make the repair or restoration.
- b. To the extent practical, during Artist's lifetime, Artist, or Artist's designee, shall be given the opportunity to make or to supervise personally any significant repairs and restorations and shall be paid a reasonable fee for any services, provided that Fulton County and Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon Artist's fee for services.
- c. Artist, or Artist's designee, shall be afforded a maximum period of one (1) month to accept or decline the opportunity to provide the services, providing, however, that the state of the Work will not deteriorate during this period.

3. Adherence to Principles of Conservation. All maintenance, repairs and restorations shall take into consideration and be based upon recognized principles of conservation.

C. Alteration and Relocation.

1. Notification of Proposed Site Alterations. Fulton County shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work. Fulton County shall take into consideration Artist's concerns in the planning and execution of any alteration and shall make a reasonable effort to maintain the integrity of the Work.
2. Relocation of the Work. Nothing in this Paragraph IX.C. shall preclude any right of Fulton County to:
 - a. Move the Work to a different site;
 - b. Temporarily store the Work; or
 - c. Remove the Work from public display.

In the event that Fulton County moves the Work to a different site, Fulton County agrees to no longer represent the Work as that of Artist upon receipt of written request to that effect from Artist.

3. Fulton County agrees that it will not intentionally damage, alter, modify or change the Work.

4. Notwithstanding the above, should disaster, accident or emergency render the continued presence of the Work or property to which it is affixed a hazard, Fulton County shall have the right to remove the Work and/or property so as to alleviate the hazardous situation without making prior notification to the Artist or obtaining the Artist's consent.
 5. If the Work becomes a burden to Fulton County, Fulton County has the right to determine if the Work should be destroyed. Artist shall have the right of refusal to purchase Work from Fulton County, providing it stands alone and is not integrated into a larger architectural or sculptural element and can be removed without expense to Fulton County. If the sale is made to Artist, price paid for Work will be fair market value as agreed to by Fulton County. Artist will have ten (10) days to remove the work unless otherwise arranged.
- D. Records. Fulton County shall maintain a record of this Agreement and of the location and disposition of the Works as set out in Paragraph IV.B.9.
- E. Addresses and Assigns.
1. Artist's Address. Artist shall notify Fulton County of changes in Artist's address or contact details. The failure to do so, if the failure prevents Fulton County from locating Artist, shall be deemed a waiver by Artist of the right to enforce any and all provisions of this Agreement that require the express approval of Artist. However, Fulton County shall make a good faith effort to notify Artist, and should Artist fail to respond within sixty (60) days then Artist will be deemed to have granted approval as well as the waiver of rights as set out above. Notwithstanding this provision, Fulton County shall make every reasonable effort to locate Artist when matters arise relating to Artist's rights pursuant to this Agreement.
 2. Fulton County's Address and Assigns. Fulton County shall notify Artist of changes in ownership of the Work and any associated changes in address as regards this Agreement.
- F. Surviving Covenants. To the extent allowable by law, covenants and obligations set forth in this Paragraph IX. shall be binding upon the parties, their heirs, legatees, executors, administrators, assigns, transferees and all their successors in interest, and Fulton County's covenants do attach and run with the Work and shall be binding to and until twenty (20) years after the death of Artist. Fulton County shall give any subsequent owner of the Work notice in writing of the covenants herein, and shall cause each owner to be bound thereby.
- G. Additional Rights and Remedies. Nothing contained in this Paragraph IX. shall be construed as a limitation on the other rights and remedies available to the parties under the law which may now or in the future be applicable.

XI. ASSIGNMENT TRANSFER, SUBCONTRACTING.

- A. Assignment or Transfer of Interest. Neither Fulton County nor Artist shall assign or transfer any interest in this Agreement without the prior written consent of the other.
- B. Subcontracting by Artist. Artist agrees that an essential element of this Agreement is the skill and creativeness of Artist. Artist therefore shall not assign or license any portions of the Work to another party, without the prior written consent of Fulton County. Failure to conform to this provision will result in termination of this Agreement.

XII. TERMINATION.

- A. The County may terminate work under this Agreement in the event the Artist fails to perform in accordance with the provisions of this Agreement. The County is required to give thirty (30) days prior written notice to the other party. The Artist shall have thirty (30) days from receipt of the notice to cure the breach. In the event of termination due to breach of this Agreement by Artist, except as described in Paragraph XII.B. and C. below, all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by Artist under this Agreement and the right to fabricate or execute the Work shall, at Fulton County's option, pass to Fulton County. Artist shall return to Fulton County all payments made under this Agreement to date. Artist shall not be relieved of liability to Fulton County for damages sustained by Fulton County by virtue of any breach of this Agreement by Artist, and Fulton County may reasonably withhold payments to Artist until the time that the exact amount of any damages due Fulton County from Artist is determined.
- B. Fulton County shall have the right to terminate this Agreement in the event illness or events beyond Artist's control prevent Artist from meeting the milestone dates established in the Schedule (Exhibit B). In the event of this occurring, the Artist shall return all funds provided by Fulton County in excess of expenses already incurred. The Artist shall provide documentation of all expenses. All finished and unfinished drawings, sketches, photographs and other Artwork products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist.
- C. This Agreement shall automatically terminate upon the death of Artist. Artist's estate shall retain all payments made to date under this Agreement and shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Work. Fulton County shall have the title to, and shall have the right to immediate use and possession of, all finished and unfinished materials prepared under this Agreement.
- D. The exercise of a right of termination under this Paragraph XII. shall be written and shall set forth the grounds for termination delivered via certified mail.
- E. Notwithstanding any other provisions, FULTON COUNTY may terminate this

Agreement for its convenience at any time by a written notice to CONTRACTOR or ARTIST. If the Agreement is terminated for convenience by FULTON COUNTY as provided in this article, CONTRACTOR or ARTIST will be paid compensation for those services actually performed to the satisfaction of FULTON COUNTY. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by CONTRACTOR or ARTIST which shall itemize each task element and briefly state what work has been completed and what work remains to be done. CONTRACTOR or ARTIST shall also be paid for reasonable costs for the orderly filing, closing, or turn-over of work within the Scope of Services.

XIII. COMPLIANCE.

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

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

Artist agrees to comply with Federal laws, State laws, and Fulton County policy, rules and regulations relative to non-discrimination in client and client service practices because of political affiliation, sexual orientation, religion, gender, race, color, disability, age or national origin.

- B. Statutory Compliance. Artist shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Work and this Agreement, including, without limitation, the Americans with Disabilities Act (ADA), the National Fire Protection Association (NFPA) requirements, and the Occupational Safety and Health Act (OSHA).
- C. Conflict of Interest. No officer, Agent or employee of the Fulton County Arts and Culture will participate in any decision relating to this contract which affects that person's financial interest, the financial interest of his or her spouse or minor child, or the financial interest of any business in which they have a direct or indirect financial interest.

XIV. NO JOINT VENTURE.

Fulton County and the FCAC are not and shall not be deemed to be, for any purpose, partners or joint ventures with Artist.

XV. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

A. If to Fulton County:

Director
Fulton County Arts and Culture Department
141 Pryor St. SW, Suite 2030
Atlanta, GA 30303

B. If to Artist:

Allen Peterson
AP Fine Arts LLC
173 Clay Street SE
Atlanta, GA 30317
Via email: allen.apfinearts@gmail.com

XVI. MODIFICATION

No alteration, amendment, change, supplement or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of Fulton County.

XVII. HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of Fulton County, Artist and their respective heirs, personal representatives, successors and permitted assigns. Whenever in this instrument a reference to any party is made, the reference shall be deemed to include a reference to the legal representatives, heirs, successors and assigns of any party hereto.

XVIII. GOVERNING LAW

The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be construed, interpreted, and governed, controlled and defined by and under the laws of the State of Georgia.

XIX. OTHER

- A. Project Title. The Artist agrees to provide the FCAC with the final title of the work prior to the installation of the work.
- B. Voluntariness. The parties acknowledge that they are executing this Agreement voluntarily; that they have read and are familiar with the provisions herein contained before signing and have weighed all the facts and circumstances likely to influence their judgment; that they have sought and obtained independent advice; that they have each been duly advised and appraised of their questions pertaining to this Agreement with questions being fully and satisfactorily answered and they each represent and warrant that they clearly understand and consent to all the provisions herein.
- C. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained herein and it supersedes all prior and contemporaneous representations, oral or written agreements or understandings between the parties respecting its subject matter.
- D. Riders and Attachments. All Exhibits, attachments, riders and addenda referred to in this Agreement or incorporated in this Agreement are made a part hereof for all intents and purposes by specific reference thereto.
- E. Waiver. No consent or waiver, express or implied, of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted.
- F. Interpretation. If any provision in this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.
- G. Remedies. In the event of a breach or threatened breach of the provisions of this Agreement, either party shall be entitled to any specific legal or equitable remedy available unless provisions herein providing for arbitration or mediation shall apply.
- H. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by FCAC. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to Artist. Artist shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Artist shall proceed diligently with performance of the Agreement and in accordance with the decision of FCAC.

- I. Cooperation. The parties agree to cooperate with each other in the prosecution of any claim that a third party has infringed or misappropriated any copyright, trade secret or other property right which they may now or hereafter have in the Work. That cooperation shall consist only of voluntary disclosure of information not protected by the attorney-client privilege in the possession of one party which may be of assistance to the other party in prosecuting any said claim of infringement or misappropriation, provided that neither party shall be obligated to take any action which would constitute a breach of any other contract to which they are a party or subject them to any liability in the opinion of their legal counsel.
- J. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, shall not effect interpretation of the paragraphs and are not to be used to construe the intent of this Agreement or any part hereof, nor to modify, amplify, or to aid in the interpretation or construction of any of the provisions thereof.
- K. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural or vice versa.
- L. Counterparts. This Agreement may be executed in two or more counterparts each of which shall constitute an original Agreement as against the party who had signed it, but which in the aggregate shall constitute one and the same instrument.
- M. Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

FULTON COUNTY:

Robert L. Pitts
Chair, Fulton County Commission

ATTEST:

Tonya R. Grier
Clerk to Commission

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO SUBSTANCE:

David Manuel
Director, Fulton County Department of
Arts & Culture

ARTIST:

Allen Peterson
AP Fine Arts LLC

Signature

Sworn and subscribed before me this __ day
of _____, 2023.

Notary Public

My Commission expires:

Name (PRINT)

EXHIBIT A INSURANCE

I. ARTIST INSURANCE

- A. General Preamble. Except as may be hereinafter set forth, the following general requirements apply to Artist as well as to any and all work performed by Artist, and all contractors and subcontractors of any tier who perform work directly or indirectly for Artist. Insurance and bonding requirements are based on information received as of date of execution of this Agreement. Fulton County reserves the right to adjust or waive any or all requirements based on receipt to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.
1. Insurance Required for Duration of Agreement. Any and all insurance and bonds required by this Agreement shall be maintained during the entire Term, including any extensions thereto, and until all work has been completed to the satisfaction of Fulton County. Fulton County shall have the right to inquire into the adequacy of the insurance coverage's set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.
 2. Mandatory 30-Day Notice of Cancellation or Material Change. Fulton County shall without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance or bond required by this Agreement. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30) days notice of cancellation shall appear on the Accord Certificate of Insurance and on any and all bonds and insurance policies required by this Agreement.
 3. Fulton County as Additional Insured. Fulton County shall be covered as Additional Insured, as its interest may appear under any and all insurance and bonds required by this Agreement, and such insurance shall primary with respect to the Additional Insured. Confirmation of this shall appear on the Accord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers Compensation or Professional Liability Insurance.
 4. Mandatory Subcontractor Compliance. Artist shall incorporate a copy of these insurance, bond and indemnification requirements in each and every contract with each and every contractor and subcontractor of any tier, and shall require each and every contractor and subcontractor of any tier to comply with all such requirements. Artist agrees that if for any reason a contractor or subcontractor fails to procure and maintain Insurance and

Bonds shall be procured and maintained by Artist at Artist's expense.

5. Authorization and Licensing of Agent. Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. The agent shall also warrant that where a Fulton County's coverage requirements may be broader than the original policies, these requirements may be broader than the original policies; these requirements have been conveyed to and accepted by the company.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

- B. Worker's Compensation and Employer's Liability Insurance. Artist shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits such insurance to cover each and every employee who is or may be engaged in work under this Agreement:

1. Worker's Compensation: Statutory Amount
2. Employer Liability
 - a. Bodily Injury by Accident/Disease:
\$100,000.00 each accident
 - b. Bodily Injury by Accident/Disease:
\$100,000.00 each employee
 - c. Bodily Injury by Accident/Disease:
\$500,000.00 policy limit

- D. General Liability Insurance. Artist shall procure and maintain General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Accord Certificate of Insurance.

3. Comprehensive Form
4. Contractual Insurance (Blanket or specific applicable to this Agreement)
5. Personal Injury
6. Broad Form Property Damage

7. Premises-Operations
8. Products/Completed Operations

D. Automotive Liability Insurance. Artist shall procure and maintain Automotive Liability Insurance with not less than one million dollars (\$1,000,000.00). Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event Artist does not own any automobile, non-owned vehicle coverage shall apply and must be endorsed on either Artist's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.

E. Property Insurance. Artist shall procure and maintain property insurance on an all risk form covering the Work and any other interests of Artist in or about the Site, including materials, tools, rental equipment, supplies and any personal property of Artist, located at the Site insuring against the perils of fire, lighting, extended coverage perils, vandalism and malicious mischief, in an amount equal to the full replacement value of the Work and any other interest of Artist in or about the Site.

EXHIBIT B
PROJECT SCHEDULE
10%/45%/30%/15% payment schedule
Rogers Bridge Small Commissions
AP Fine Arts LLC
PUBLIC ART PROJECT

DATE	ACTION
May 3, 2023	Contract to BOC for approval
1 Month from contract execution	Initial Contract Payment (10%) Design Development Phase
1 Month	Design Documentation Review and Approval Written Notice to Proceed (NTP) given to Artist from FCAC Includes engineering and/or architectural drawings, shop drawings, revised budget and schedule, proof of insurance.
1 Month	Interim Contract Payment (45%) Fabrication Phase and Materials Purchase
3 Month(s)	2nd Interim Contract Payment (30%) Fabrication 50% Completion Midpoint Review FCAC Staff Evaluation Site Visit
5 Month(s)	Fabrication Phase Complete
2 weeks	On Site Installation and Assembly
2 weeks	Project Completion and Documentation Includes final report, photographic documentation and written instructions for maintenance and preservation of the artwork.
1 Month	Final Contract Payment (15%)

EXHIBIT C
ARTIST PROPOSAL

Attached herein is the conceptual proposal submitted by the artist and approved by the Johns Creek Selection Panel for the Rogers Bridge Public Art Small Commissions.

Are you applying for all three sculptures or just one?

All three sculptures only

Description of the proposed concept

Magic Bridges is a proposed series of sculptures that celebrates connections. Inspired by the way a bridge connects the two sides of a river, these sculptures bring to mind the magical connection between people, connections between the past and the present, and the magical connection that the creative arts make when people experience them. The sculptures use steel from the historic Rogers Bridge, particularly I-beams and truss rods, as well as some new steel elements as well.

The sculptures in the Magic Bridges series each portray a pair of hands with abstract steel elements depicting energy flowing between them. The arcs between the hands are made from truss rods from Rogers Bridge. The hands themselves are cut out of steel plate, which may have to be new steel for this project. The two hands will be mirror images of each other, and will also be a spatial reversal – while one hand is solid, its counterpart is a hollow hand shape that it cut out of a larger piece of steel (please see the accompanying images). Each pair of hand cutouts, the solid hand and the cutout hand, will be given depth by using bridge steel to create the thickness.

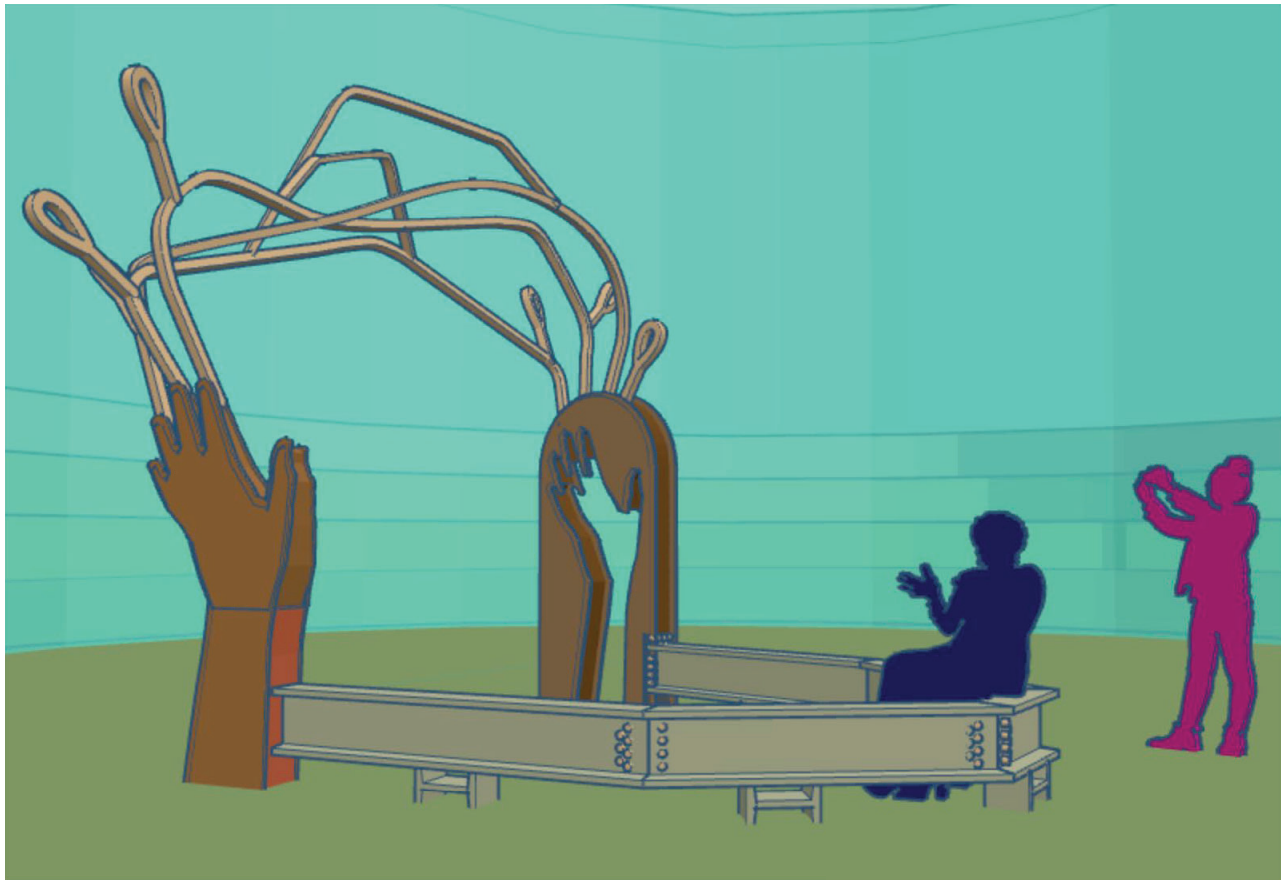
Variations of the Magic Bridges sculptures could include one that includes an arc of bench-style seating made out of I-beams from the bridge, and/or one that utilizes truss rods as an element that could make sound when the wind blows, like an industrial version of wind chimes.

Technical/Installation Information

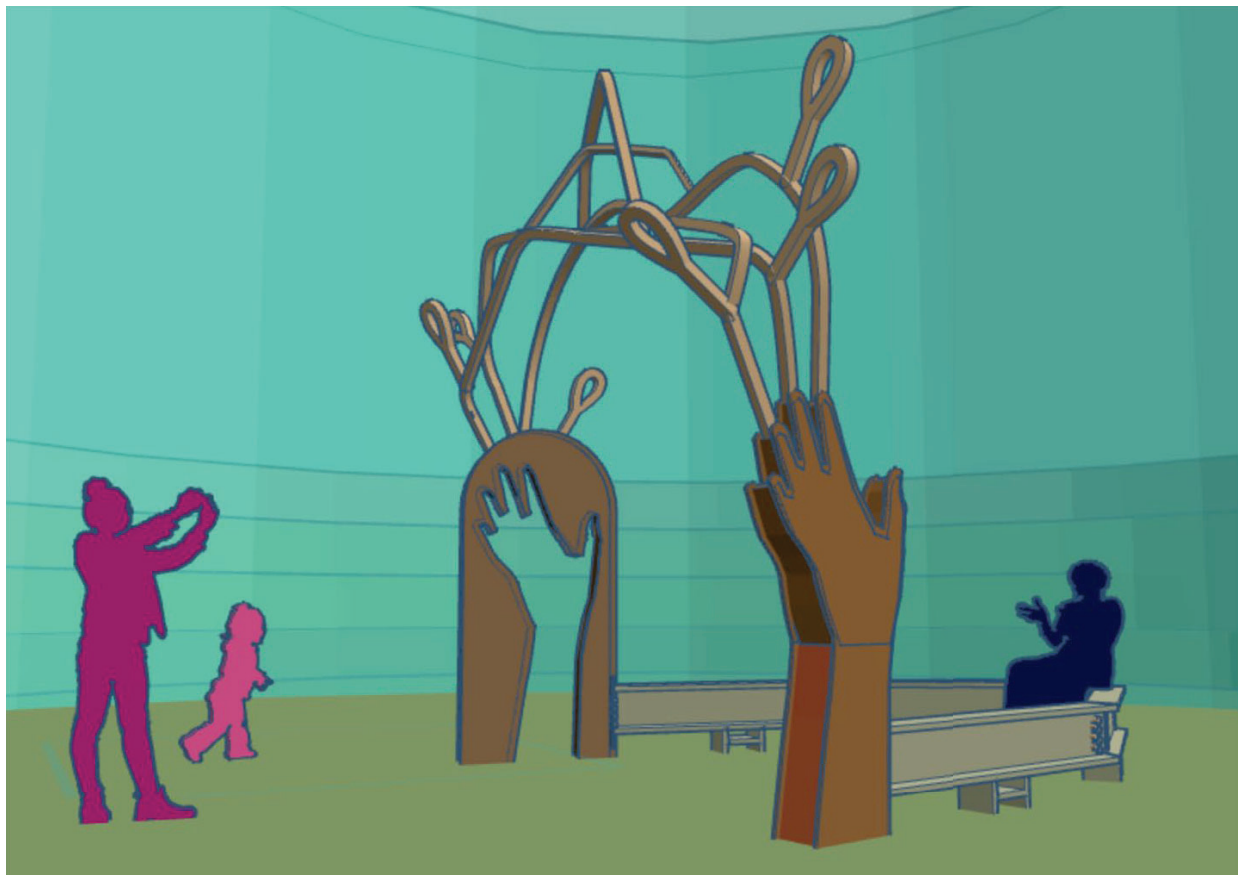
Materials used for the Magic Bridges series of sculptures will be primarily steel from the old Rogers Bridge. Some new steel will need to be purchased, primarily 1/4" steel plate for the hand cutouts. Bridge steel will be used as spacers between the cutouts to make them look thicker, as if they were slabs of metal approximately one foot thick. Some of these steel elements will be welded together, and others will be fastened together with bolts. Bolts will both visually echo the historic construction methods of the bridge, and also make it possible to transport the large pieces of the sculptures but fasten them securely on site.

If bench-style seating is included in one or more of the sculptures, it will be built using I-beams from the bridge. A bolt pattern is visible on the I-beams in the steel photos that inspires the use of bolts in the Magic Bridges.

Depending on the specifics of each sculpture, they may require a sidewalk-style concrete slab as foundation, or not – for example, the bench elements are a low, sturdy arc of seating that will not tip over and could add structural support to the vertical “bridge” of hands.



Digital concept drawings of a sculpture in the *Magic Bridges* series. This drawing includes an attached arc of bench seating made from I-beams from Rogers Bridge.



Are you applying for all three sculptures or just one?

All three sculptures only

Description of the proposed concept

Magic Bridges is a proposed series of sculptures that celebrates connections. Inspired by the way a bridge connects the two sides of a river, these sculptures bring to mind the magical connection between people, connections between the past and the present, and the magical connection that the creative arts make when people experience them. The sculptures use steel from the historic Rogers Bridge, particularly I-beams and truss rods, as well as some new steel elements as well.

The sculptures in the Magic Bridges series each portray a pair of hands with abstract steel elements depicting energy flowing between them. The arcs between the hands are made from truss rods from Rogers Bridge. The hands themselves are cut out of steel plate, which may have to be new steel for this project. The two hands will be mirror images of each other, and will also be a spatial reversal – while one hand is solid, its counterpart is a hollow hand shape that it cut out of a larger piece of steel (please see the accompanying images). Each pair of hand cutouts, the solid hand and the cutout hand, will be given depth by using bridge steel to create the thickness.

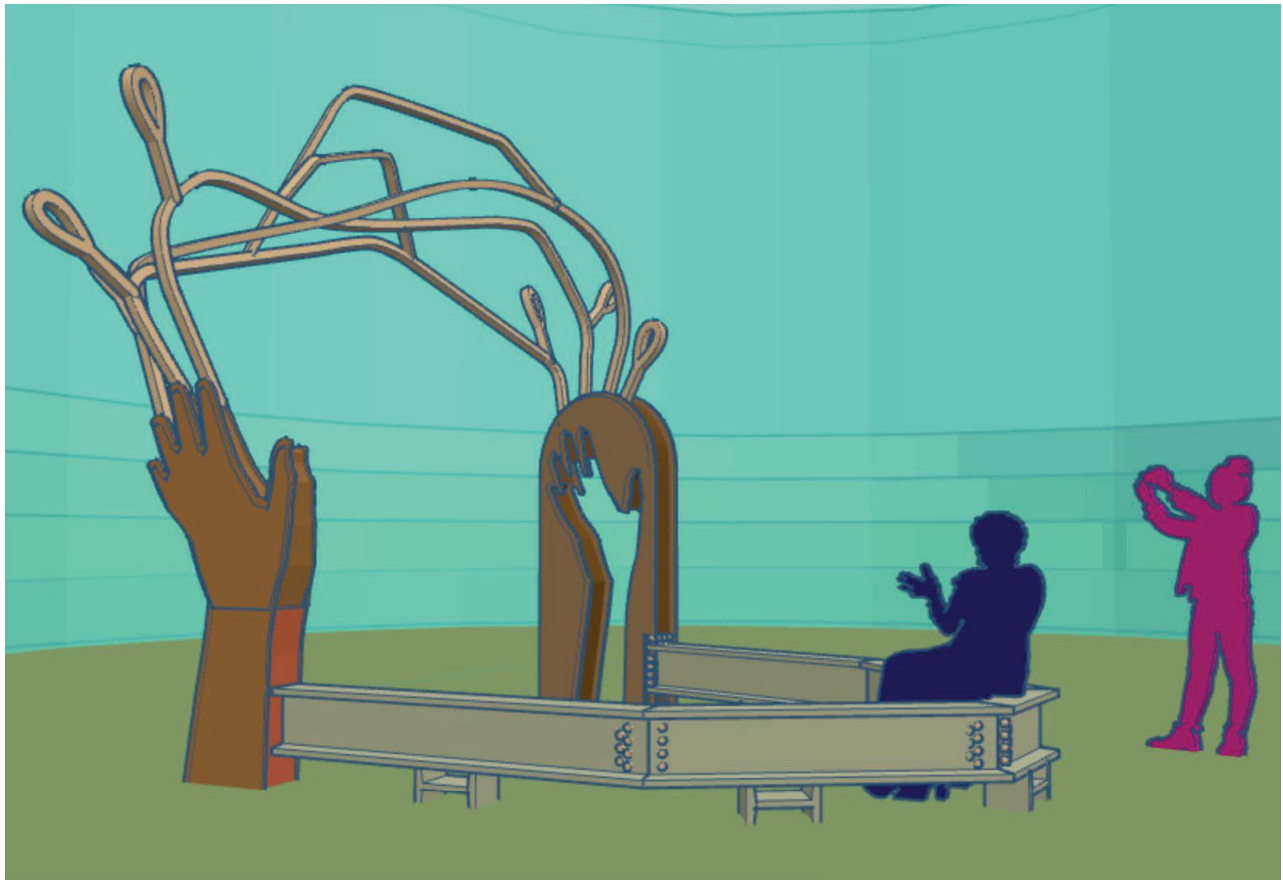
Variations of the Magic Bridges sculptures could include one that includes an arc of bench-style seating made out of I-beams from the bridge, and/or one that utilizes truss rods as an element that could make sound when the wind blows, like an industrial version of wind chimes.

Technical/Installation Information

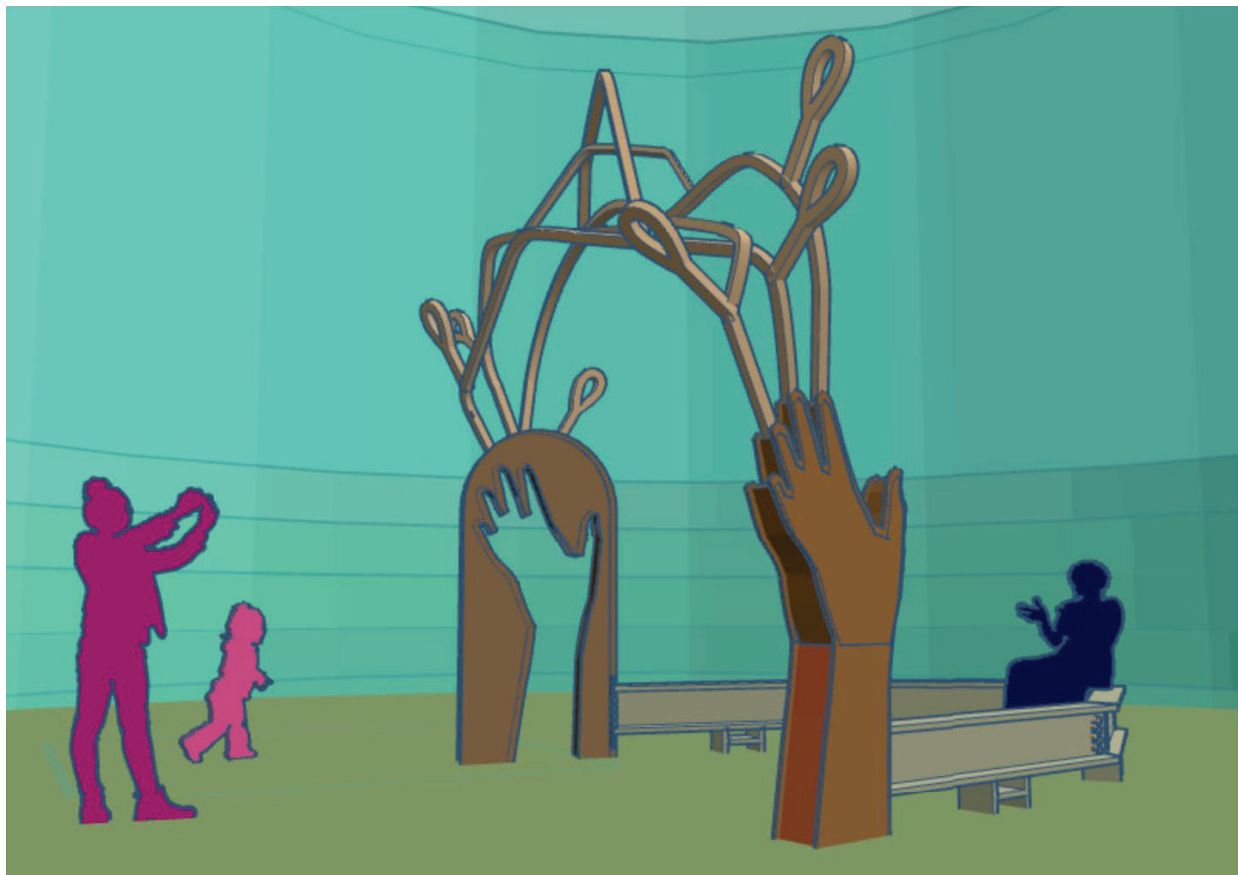
Materials used for the Magic Bridges series of sculptures will be primarily steel from the old Rogers Bridge. Some new steel will need to be purchased, primarily 1/4" steel plate for the hand cutouts. Bridge steel will be used as spacers between the cutouts to make them look thicker, as if they were slabs of metal approximately one foot thick. Some of these steel elements will be welded together, and others will be fastened together with bolts. Bolts will both visually echo the historic construction methods of the bridge, and also make it possible to transport the large pieces of the sculptures but fasten them securely on site.

If bench-style seating is included in one or more of the sculptures, it will be built using I-beams from the bridge. A bolt pattern is visible on the I-beams in the steel photos that inspires the use of bolts in the Magic Bridges.

Depending on the specifics of each sculpture, they may require a sidewalk-style concrete slab as foundation, or not – for example, the bench elements are a low, sturdy arc of seating that will not tip over and could add structural support to the vertical “bridge” of hands.



Digital concept drawings of a sculpture in the *Magic Bridges* series. This drawing includes an attached arc of bench seating made from I-beams from Rogers Bridge.



Allen Peterson

allen.APfinearts@gmail.com
www.allenpeterson.com

173 Clay Street SE
Atlanta, Georgia 30317
404.337.1862

Education

- 2004 Master of Fine Art (sculpture), University of Minnesota
- 1994 Bachelor of Fine Art (painting), Birmingham-Southern College (magna cum laude)

Selected Solo Exhibitions and Features

- 2022 *Collective Action*, Day & Night Projects, Atlanta, GA
- 2021 *Swarm Memorial*, Augusta University, Mary S. Byrd Gallery, Augusta, GA
- 2019 *Coevolution*, Young Harris College, Campus Gate Gallery, Hiawassee, Georgia
- 2017 *Flora/Fauna*, Wondershop, Atlanta, GA
- 2017 *Kirkwood Beehive*, a 20 x 50 foot outdoor mural commissioned by the Kirkwood Neighborhood Organization. At the corner of Rocky Ford Road and College Avenue, Atlanta, GA
- 2016 *Crosspollination*, performance art written and directed; with technical crew and cast of dancers, at Sculpture Fields at Montague Park, Chattanooga, TN
- 2015 *Northwest Atlanta Globe*, an eight-foot diameter cast aluminum orb with a 30x30 foot treatment of the concrete entry plaza; commissioned by Fulton County Public Art Program; permanent, at Fulton County's Northwest Library at Scotts Crossing, Atlanta, GA
- 2014 *Paying Your Dues/ Fame Stage*, commissioned three-month community performance/intervention using a 4x7x3 foot bicycle cart, public art presence (throughout August-November 2014), Atlanta BeltLine, Atlanta, GA
- 2013 *Beekeepers*, SCAD Sculpture Gallery, Atlanta, GA
- 2008 *Cities And Memory*, University of West Georgia, Carrollton, GA
- 2007 *Cities And The Sky*, Pei Ling Chan Gallery, Savannah, GA
- 2004 *Navigating Systems*, Durbin Gallery, Birmingham-Southern College, Birmingham, AL
- 2000 *Casting Lots*, bare hands gallery, Birmingham, AL
- 1999 *Wands and Staves: a toolbox for the soul's maintenance*, Heritage Hall Museum, Talladega, AL
- 1996 *Trigrams*, The Metropolitan Arts Council Gallery, Birmingham, AL

Selected Public Art

- The Siren Song of Success*, 2020-21, an 11 x 8 x 6 foot giant music box on the Atlanta BeltLine that anyone may activate by turning a crank. Musical composition: Okorie "Okcello" Johnson. 933 Lee St SW, Atlanta, GA
- Kirkwood Beehive*, 2017, a 20 x 50 foot outdoor mural commissioned by the Kirkwood Neighborhood Organization. At the corner of Rocky Ford Road and College Avenue, Atlanta, GA
- Northwest Atlanta Globe*, 2015, a permanent public art commission of over \$100,000; an 8-foot diameter cast aluminum spheroid with a 30x30 foot treatment of the concrete entry plaza, Fulton County Public Art Program, at the Northwest Library at Scotts Crossing, 2489 Perry Boulevard, Atlanta, GA. Through the Fulton County Public Art Program.
- Phoenix: Atlanta's Railroad Rebirth*, 2013, a permanent public art project commissioned by the Atlanta BeltLine; welded steel artifacts; 8x6x5 feet
- Diving Board*, 2005, cast concrete park bench, 1.5x9x2 feet; permanent, Cherokee Park, York, AL
- Kiddie Pool*, 2005, cast iron on concrete slab, 0.2x12x25 feet; permanent, Cherokee Park, York, AL
- Sieve*, 1999, steel and cast iron, 11x5x5 feet. Sloss Furnaces National Historic Landmark, 2000-15, Birmingham, AL
- Alabama Veterans Memorial*, cast aluminum relief, 12x14x8 inches, part of a composite piece, including work by many other Alabama artists. 1999, permanent; Birmingham, AL
- Kebili in Ancient Times*, painted mural in the central plaza of a small city in Tunisia, showing what the oasis looked like before the city was modernized, approx. 5x11 feet; 1995-2000; Kebili, Tunisia

Selected Grants/ Honors/ Awards

- 2016 Awarded an Art of Giving grant, a public art award, for *Northwest Atlanta Globe*. Grant program sponsored by Americans for the Arts and KRIS wines.
- 2014 •Awarded the commission of *Northwest Atlanta Globe* by Fulton County Public Art Program, over \$100,000 for creating large-scale work for the entry plaza of Atlanta's Northwest Library
•Awarded grant money from FLUX Projects Atlanta, for a contributing role in *McTell Street (an ephemeral platform)*, a project in public artistic practice
- 2013 •Awarded the commission of *Phoenix: Atlanta's Railroad Rebirth*, Atlanta BeltLine
- 2012 •Presidential Fellowship for Faculty Development, Savannah College of Art and Design
- 2011 •NEA New Artist Initiative grant from the Hambidge Art Center, Rabun Gap, GA
•Awarded the honor of being a Hambidge Fellow by the Hambidge Center, Rabun Gap, GA
•Commissioned by FLUX to present the performance *Hive Consciousness*
- 2002-3 •Award for Excellence in Art (Patricia Tillburg Hasselmo Fellowship), University of Minnesota
- 2001 •Juror's Award, Magic City Art Connection 18, Birmingham, AL
- 2000 •The Emerging Artist Award, Magic City Art Connection 17, Birmingham, AL (cash award and commission)
- 1994 •Juror's Award, "Alternative Arts Alliance Open Show," The Alternative Arts Alliance, Denver, CO
•The Raymond J. McMahon award for excellence in art and academics, Department of Art, Birmingham-Southern College, Birmingham, AL

Selected Collections

The Nature Conservancy of Georgia

Fulton County, Georgia (Fulton County Public Art)

Atlanta BeltLine

Marriott Hotels (AC Hotels by Marriott, Atlanta)

Savannah College of Art and Design

Paul and Regula Schmid Hempel, Zürich, Switzerland

Rev. Fred Shuttlesworth, Birmingham, AL (Birmingham Pledge Award)

Selected Group Exhibitions

- 2022 *Diapason*, an exhibition of work by Kennesaw State University's Foundations faculty. Blowers Gallery, Ramsey Library; University of North Carolina - Asheville.
Art Blooms, year-long outdoor invitational, curator Vanita Keswani, Smith-Gilbert Gardens, Kennesaw, GA
Habitat, a traveling outdoor exhibition developed by Smithsonian Gardens, curated for Fernbank Museum by Hannah Horrom, Atlanta, GA
- 2020 *Resilience*, curated by Shannon Morris. Weave Shed Gallery, Hambidge Creative Residency Center, Rabun Gap, GA
- 2019 *25 Years of Public Art*, curated by Fulton County Public Art. Peachtree Gallery, Fulton County Government Center, Atlanta, GA
Outdoor Sculpture Exhibition, curator Etienne Jackson. Aviation Community Cultural Center, Atlanta, GA
50 x 50: Iron Art by 50 years of University of Minnesota alums, curated by Wayne Potratz and Tamsie Ringler. Katherine Nash Gallery, Regis Center for Art, University of Minnesota, Minneapolis, MN
EVERLASTING BLOOM: Inspired Rhythms, curated by Lisa Alembik. Weave Shed Gallery, Hambidge Creative Residency Center, Rabun Gap, GA
- 2018 *Intent: A Tool Show*, curated by Miranda Kyle. Suraci Gallery at Marywood University, Scranton, PA, in conjunction with the Eighth International Conference On Contemporary Cast Iron Art
- 2015 *Outdoor Pro*, Midsouth Sculpture Alliance members' juried show, Juror Joseph Becherer, hosted by Midsouth Sculpture Alliance / Fulton County Arts Council. Southwest Center for the Arts, Atlanta, GA
- 2013 *Visions of the Eco-Future*, curated by Lisa Alembik, Hambidge Center for the Arts, Rabun Gap, GA
- 2012 *Vernissage*, campus-wide group exhibition at SCAD-Lacoste, curated by Eleanor Twiford, Lacoste, France
- 2011 *Selections*, invitational curated by Wil Grewe-Mullins, Fernbank Museum, Atlanta, GA
- 2010 *Four Fields*, invitational curated by Prof. Mark Wentzel, Rollins School of Public Health, Emory University



Northwest Atlanta Globe, 2015, Allen Peterson. Cast aluminum, steel bolts, stainless, stained concrete.

8 foot diameter cast aluminum spheroid, roughly 30 x 35 foot plaza.

This piece was commissioned by Fulton County Public Art for the entry plaza to the Northwest Library at Scotts Crossing. Peterson worked with neighbors from the surrounding communities that are served by the library to collect the residents' answers in drawings and words to the question, "What is most important to you about your neighborhood?" Some part of each response was included on the surface details of the sculpture, so that it was the neighbors themselves who got to choose what would be featured on the map of the area.



Northwest Atlanta Globe, 2015, Allen Peterson. Composite image of details. UPPER: showing a close up of the cast aluminum surface with map details based on the written and drawn work of community members, both children and adults. LOWER: showing the stained concrete entryway plaza to the Northwest Library with embedded, digitally designed stainless railroad elements.

Collection of Fulton County Public Art



Iron Beehive, 2017-2022, Allen Peterson. Digitally designed and output steel, cast iron. Painted 2022. Approx 12½ x 4 x 4 feet.



Phoenix: Atlanta's Railroad Rebirth, 2013, Allen Peterson. Found railroad artifacts, welded steel. 8 x 6 x 5 feet. This piece, commissioned by and permanently sited on Atlanta's BeltLine, celebrates the rebirth of unused rail corridors as trails for pedestrians and bicycles. The piece is made up of railroad artifacts that were dug up in the creation of the BeltLine.



The Siren Song Of Success, 2020. Allen Peterson and Okorie Johnson.

Steel, PVC, precision parts. 9 x 10 x 6 feet.

This kinetic sculpture is giant music box, designed and fabricated by Allen Peterson, that plays *The Siren Song Of Success*, a musical composition by Okorie "OkCello" Johnson.

Anyone may activate the mechanisms by turning the crank.



Wedding Music Box, 2017-18, Allen Peterson. Digital design, welded steel. I built this kinetic musical sculpture in collaboration with musical composer Nicole Bovasso, as part of the large, multidisciplinary collaborative performance *Iron Wedding*. This performance was organized by Jenny Hager and Lance Vickery, and presented at the Eighth International Conference on Contemporary Cast Iron Art, in Scranton, PA, June 2018. Approx. 7 x 7 x 4 feet.



Atlanta Map With Chronological Road Heights, 2020, Allen Peterson. Stainless steel. 35 x 65 x 4 inches.

The height of each road in this map was chosen according to how long that road has been in place. This makes Peachtree Street the tallest, because it was already there before Atlanta existed, as Peachtree Trail. It was used by the Cherokee and Creek people of Peachtree Village. Later came the railroad lines, still before the city called Atlanta was founded. The downtown grids in the upper right were next, and the flattest roads are the most recent additions, including the interstates and the airport. This work was designed referencing both contemporary and historical maps. It was designed digitally, and the bottom layer was cut out digitally with a CNC water jet. The stainless bars for the raised lines were bent by hand and welded into their current configuration, then shined further with abrasive wheels.

Collection of Marriott Hotels



Ghost Bee/ Gale Warning, 2019, Allen Peterson. Stainless steel, carbon steel, acrylic enamel paint. 10 x 4 x 4 feet.



Avyve feature wall, 2018, Allen Peterson. painted steel, 9 feet × 8 feet x 4 inches.
Commissioned by Avyve Systems, designed with input from Avyve and architects.



ATL Globe From Memory, 2006. cast iron, steel. 52x47x52 inches.

I made this "globe" of Atlanta by taking the flat city map and wrapping it around a spheroid form. The sketched maps that are incised into the surface include only the streets that I could remember passing along at the end of my first year of living in Atlanta. Collection of SCAD.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA AND CITY OF JOHNS CREEK, GEORGIA
TO CREATE PUBLIC ART UTILIZING STEEL MATERIAL FROM HISTORIC
ROGERS BRIDGE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 25th day of April, 2022, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Johns Creek, Georgia (“City”), a municipal corporation lying wholly within the County.

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

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

WHEREAS, in 1979, the Fulton County Board of Commissioners established the Fulton County Arts Council to enhance the quality of life of Fulton County residents; and

WHEREAS, the Fulton County Arts Council and the Fulton County Department of Arts & Culture, collectively, serve as Fulton County’s apparatus to support cultural programs and the agency which provides services to Fulton County based nonprofit arts organizations and Fulton County residents including residents of Johns Creek; and

WHEREAS, the County and the City believe the arts are essential to the quality of life of their citizens and to the economic and social health of their communities; and

WHEREAS, on December 4, 2019 (via Agenda Item # 19-0986), the County and the City entered an Intergovernmental Agreement, along with the City of Duluth and Gwinnett County, for the replacement of the historic Rogers Bridge; and

WHEREAS, as part of the creation of the new bridge and public walking trail over the Chattahoochee River, the historic Rogers Bridge was removed in October 2021; and

WHEREAS, the County and the City desire to partner to create public art by one or more artists to ensure that the steel materials from the historic Rogers Bridge is preserved and enjoyed by future generations in recognition of the critical role that the bridge served in Fulton County’s and Johns Creek’s respective history; and

WHEREAS, Article IX, § 3, Paragraph I(a) of the Georgia Constitution authorizes the County and City to enter into an intergovernmental agreement for the provision of facilities or services which they are authorized by law to provide, including for arts programs; and

WHEREAS, the Fulton County Department of Arts & Culture has experience and expertise in selection of artists for public art projects.

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

**ARTICLE 1
CREATION OF PUBLIC ART**

- 1.1 This Agreement will govern the creation of public art utilizing the steel material from the historic Rogers Bridge.
- 1.2 To ensure the resultant art product meets the needs of the parties, a Selection Panel, including an elected official from both parties, will determine the artist(s) and public art project(s).
 - 1.2.1 The Selection Panel will include voting members and non-voting members.
 - 1.2.1.1 The voting members will include one elected official from the Fulton County Board of Commissioners and one elected official from the Johns Creek City Council.
 - 1.2.1.2 The non-voting members will include representatives from the Fulton County Arts Council, art professionals, staff from relevant Departments of each party, and community representatives. Community representatives are anticipated to include individuals involved with the Johns Creek Historical Society, Johns Creek Beautification, Johns Creek Arts Center, and the Johns Creek Convention and Visitors Bureau.
- 1.3 The selection process for artists will begin with an Expression of Interest from which eligible applications will be provided to the Selection Panel for review. The shortlisted finalists will be invited to develop detailed proposals for Selection Panel review.
- 1.4 The Fulton County Department of Arts & Culture and City staff will present the recommendations of the Selection Panel for contract award(s) to the Fulton County Board of Commissioners and Johns Creek City Council for approval.
- 1.5 Following the commission of the public art, it is anticipated the Parties will enter into an Intergovernmental Agreement to recognize the joint (City and County) ownership of the public art and maintenance responsibilities. It is anticipated the County will perform a routine inspection of the public art at least once per year by a qualified art conservator in an effort to provide maintenance recommendations. It is anticipated the owner of the land on which the public art is situated (either the City or the County) will be responsible for insuring the public art and any necessary maintenance of the public art.
- 1.6 Following the commission of the public art, the Selection Panel will meet to discuss and make recommendations as to appropriate uses for any remaining pieces of the historic Rogers Bridge steel.

ARTICLE 2 EFFECTIVE DATE/ TERMINATION

The Agreement shall be effective upon the latest date approved by either of the Parties (“Effective Date”).

The Agreement shall commence on the Effective Date and will terminate two years later, unless otherwise terminated pursuant to Article 10 herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the selection of artists and creation of public art project(s):

3.1 The County, through the Fulton County Department of Arts & Culture, shall be responsible for:

- a) Running the logistics of the selection process for the artists including preparing the Expression of Interest to call for artists and conveying the Selection Panel to review resumes and work samples as well as subsequent review of detailed proposals from finalists.
- b) Reviewing the decision of the Selection Panel and preparing the recommendation for consideration by the Fulton County Board of Commissioners.
- c) Otherwise cooperating with the City in the performance of this Agreement and providing the City such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

3.2 The City shall be responsible for:

- a) Sharing the Call for Artist / Expression of Interest as released by Fulton County.
- b) Arranging a date and time for the finalists to visit the historic Rogers Bridge steel material.
- c) Reviewing the decision of the Selection Panel and preparing the recommendation for consideration by the Johns Creek City Council.
- d) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 On January 19, 2022, via Item 22-0050, the Fulton County Board of Commissioners allocated \$150,000.00 towards the creation of public art from the historic Rogers Bridge steel as part of the County's adopted Fiscal Year 2022 Budget.

4.2 The City of Johns Creek has allocated \$50,000.00 of Tourism Product Development funds for the creation of public art from historic Rogers Bridge steel as part of the City's Fiscal Year 2022 Budget.

4.3 The intent of the parties is to cover the actual cost of the artist selection and created public art, including any needed foundation(s) for the public art and installation costs, based on the overall budget of \$200,000.00.

4.4 By executing this Agreement, each Party agrees that it has taken all necessary steps to encumber the funds stated in this part to be used for the commission of the artwork.

4.5 If the actual costs are anticipated to be higher than the authorized \$200,000.00 budget, further authorization is required by the parties.

ARTICLE 5 LEGAL RESPONSIBILITIES

Nothing herein shall be construed as a waiver of the County's or the City's sovereign immunity as governmental bodies, or a waiver of any governmental immunities available to the Parties' officers, officials, employees or agents.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All City personnel assigned under this Agreement are and will continue to be employees of the City, or contracted personnel based on other existing arrangements, for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The Fulton County Department of Arts & Culture shall be the central repository for all project records and make available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act.

7.2 Except as limited by any provision of state or federal law, either Party may request, review and access data from the other Party's records relating to this Agreement at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

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

ARTICLE 9 AUTHORIZATION

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

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by providing notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination. Upon termination, any remaining funds for the project will be disbursed on the pro rata basis upon which they were provided, and any remaining steel will be returned to the City. The Parties will pay any outstanding verified invoices of the artist(s) for wind down of the commission on the same pro rata basis upon which the funds were provided.

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate e-mail notice. Future changes in address shall be effective upon written notice being given by the City to the County Department of Arts & Culture or by the County to the City Clerk via certified first-class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Department of Arts & Culture
 Attn: Director
 141 Pryor Street SW, Suite 2030
 Atlanta, Georgia 30303

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303

If to the City: City Manager
11360 Lakefield Drive
Johns Creek, GA 30097

With a copy to: City Attorney
11360 Lakefield Drive
Johns Creek, GA 30097

ARTICLE 12 NON-ASSIGNABILITY

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

ARTICLE 13 ENTIRE AGREEMENT

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

ARTICLE 14 SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 15
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 16
COUNTERPARTS

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

(SIGNATURES APPEAR ON FOLLOWING PAGES)

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

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

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Robert L. Pitts

Chair, Board of Commissioners

(SEAL)

DocuSigned by:

Tonya R. Grier

EEC476C4837648D...

Tonya R. Grier

Clerk to Commission

DocuSigned by:



APPROVED AS TO FORM:

DocuSigned by:

Y. Soo Jo

420050D7910240D...

Y. Soo Jo, County Attorney

APPROVED AS TO SUBSTANCE:

DocuSigned by:

David Manuel

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David Manuel

Director, Fulton County Department of
Arts & Culture

CITY OF JOHNS CREEK, GEORGIA

DocuSigned by:



ECD4EEDADEA846F

John Bradberry
Mayor

(SEAL)

Date: 06/03/2022

DocuSigned by:



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Allison Tarpley
City Clerk

APPROVED AS TO FORM:

DocuSigned by:



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E. Ronald Bennett, Jr.
City Attorney

APPROVED AS TO SUBSTANCE:

DocuSigned by:



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Ed Densmore
City Manager

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ROGERS BRIDGE PUBLIC ART PROJECT Small Works Finalist Orientation

A partnership between Fulton County and City of Johns Creek



FULTON COUNTY
arts & culture

Presentation Outline

- Introduction to the Fulton County Public Art Program
- Selection and Approval Process
- Payment Process for Proposals
- Proposal Requirements and Deadlines
- Artwork Goals
- Site Information

// A Snapshot of the Fulton County Public Art Program

Entire collection can be viewed [here](#)

70

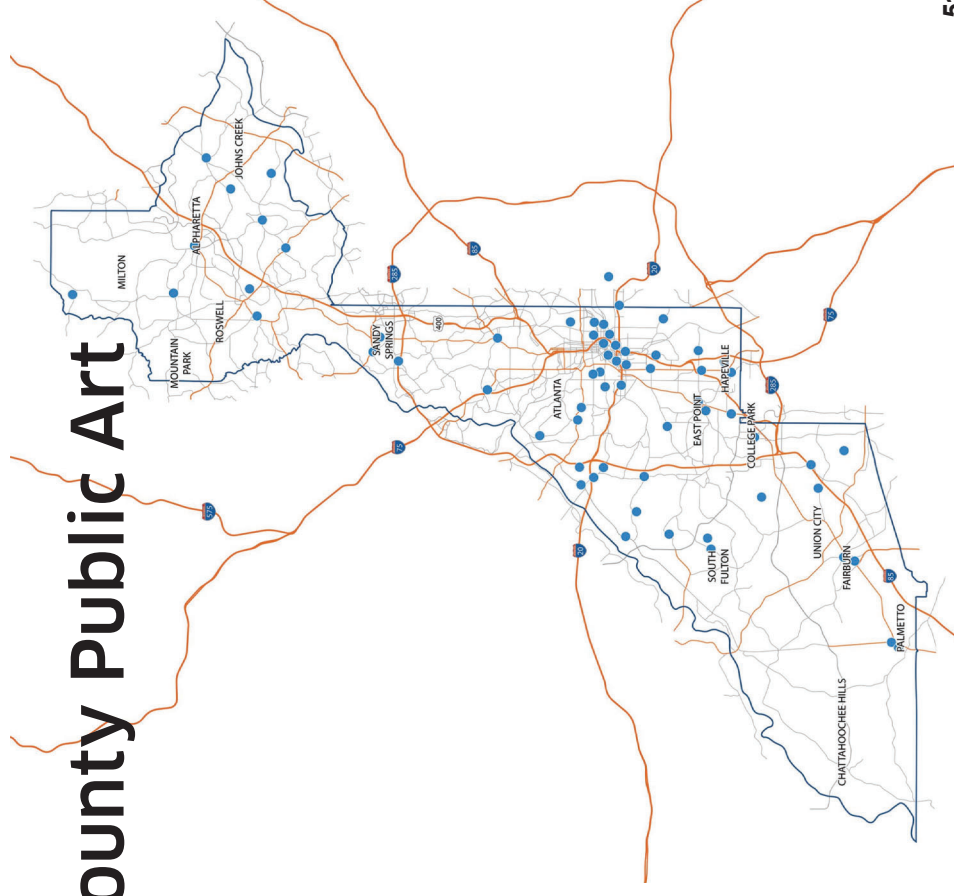
Commissioned
projects since 1993

800+

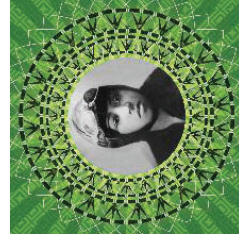
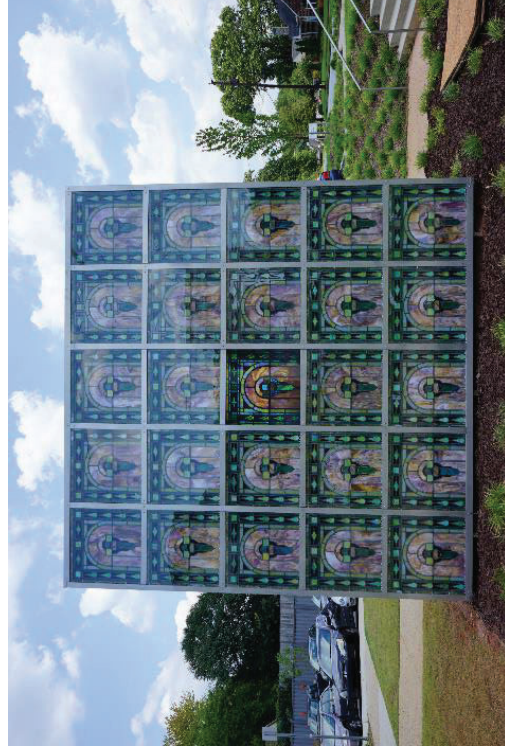
Pieces acquired
since 1993

70

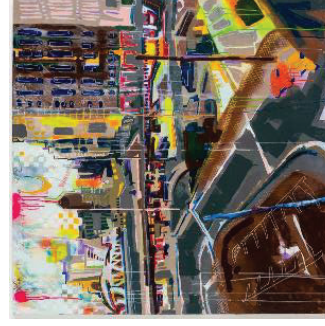
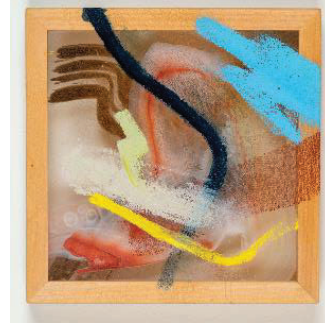
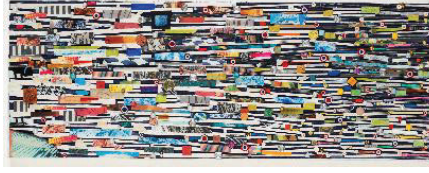
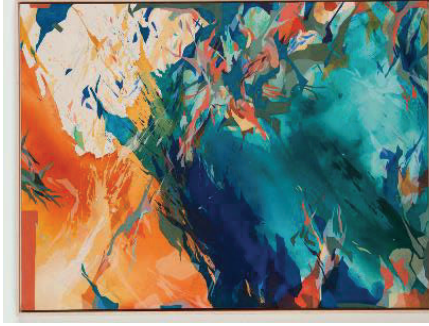
Public art locations
across Fulton County



// A Snapshot of the Public Art Program



// A Snapshot of the Public Art Program



A unique partnership for a unique project

- Fulton County and the City of Johns Creek
- Public Art Commission process lead by Fulton County
- Equal approval on the final artist selection
- 1 statement piece located on site at Rogers Bridge
- 3-5+ smaller pieces commissioned for 3 nearby County facilities and 2+ City locations (incl: Ocee Library, Northeast Spruill Oaks Library, Johns Creek Environmental Campus, City Hall, Cauley Creek Park etc)
- Exploring other options including repurposing the steel for trail markers, park furniture or sold to community for fundraising

Artwork Goals

- Thoughtfully utilizes steel recycled from the historic Rogers Bridge;
- Highlights the unique design elements of the bridge;
- Acknowledges the historical importance of the bridge as part of a broader network of bridges across the Chattahoochee;
- Draws inspiration from the symbolism of a bridge connecting communities and linking the past, present, and future; and
- Makes reference to the Chattahoochee River which connects diverse communities throughout Fulton County and, more broadly, the role of water as the basis of sustaining life.

Commission information

- Budget: \$54,700 inclusive of all costs (transport, fabrication, approvals, installation, site work)
- Locations for artwork:
 - Johns Creek Environmental Campus
 - Northeast/Spruill Oaks Branch Library
 - Ocee Branch Library

The Steel



The Steel



The Steel



History

- Johns Creek's past began in the early 19th century in the trading posts along the Chattahoochee River in what was then Cherokee Indian territory.
- The trading posts grew slowly into crossroads communities where pioneer families - Rogers, McGinnis, Findley, Buice, Cowart, Medlock and others - gathered to visit and sell their crops.
- By 1820, the community of Sheltonville (now known as Shakerag) was a ferry crossing site with the McGinnis Ferry and Rogers Ferry carrying people and livestock across the river for a small fee

History

- In the 1820s, the discovery of gold in the foothills of Northeast Georgia inside the Cherokee Nation - approximately 45 miles north of today's Johns Creek - led to America's first Gold Rush, the eventual takeover of the Nation by the U.S. government in 1830 and the subsequent Trail of Tears.
- A few Cherokees remained, including Sarah Cordery (1785-1842), the wife of pioneer John Rogers (1774-1851), and their 12 children, including William Rogers (1805-1870), who fought for Cherokee rights during the last years of the Nation's existence in Georgia.

History

- Circa 1900 - Medlock and Bell families acquired the Rogers family homestead and much of the surrounding land, which had already been gradually sold off by the Rogers family.
- Additional information: <https://www.johnscreekhistory.org/history.htm>
- Videos:
 - [Link 1](#)
 - [Link 2](#)

History – The Bridge

- Circa 1912 a steel pin truss bridge referred to as Rogers Bridge was constructed as a joint county project by Milton (now Fulton County) and Gwinnett Counties.
- Designed and constructed by the Roanoke Bridge Company
- Pennsylvania (Petit)-design pin connected thru truss bridge
- 228 feet long (longest truss span in the state)

History – The Bridge

- Open to traffic until 1978
- Sometime during the 1980s the bridge deck was completely removed and a pipeline approximately 48" in diameter was installed through the middle of the bridge from one end to the other. The pipeline functions as the emergency water line between the two counties.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0347

Meeting Date: 5/17/2023

Department

Public Works

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

Request approval of the dedication of a Permanent Construction Easement of 23,635.49 square feet and a Temporary Construction Easement of 24,975.35 square feet to Johns Creek, Georgia, from Fulton County, Georgia for the purpose of constructing the Old Alabama Road Trail in Johns Creek, Georgia; to authorize the Chairman to sign the easements and any related documents to complete the dedication; to authorize the County Attorney to approve the easements and any related documents as to form and make necessary modifications prior to execution to protect the County's interests.

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

Fulton County Code § 1-117 provides, in pertinent part, that the Board of Commissioners shall have exclusive jurisdiction and control "in directing and controlling all the property of the county, as they may deem expedient, according to law . . ."

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 Johns Creek is proposing to extend the existing Old Alabama Road Trail along the north side of Old Alabama Road between the Autrey Mill Nature Preserve and Spruill Road. The trail will be

10 feet wide, will be maintained by Johns Creek, and will be constructed on the shoulder of Old Alabama Road. During the construction of the trail, Johns Creek will need to regrade the shoulder and that activity will encroach onto property owned by Fulton County that is used as part of the Tom Lowe Water Treatment Plant. Therefore, the City of Johns Creek has requested that Fulton County allow the dedication of a Permanent Construction Easement of 23,635.49 square feet and a Temporary Construction Easement of 24,975.35 square feet of Fulton County property to Johns Creek for the construction of the trail. After the trail is constructed, the temporary easement area will be returned to Fulton County while the permanent easement area will remain under the maintenance responsibility of the City of Johns Creek.

The proposed trail was presented to the Atlanta-Fulton County Water Resources Commission (AFCWRC), owner and operator of the Tom Lowe Water Treatment Plant, on Tuesday April 11, 2023. The AFCWRC Board was in favor of the request. The construction easement plans that illustrate the planned trail and needed easements are attached. The planned trail and easement request will not interfere with the current and planned operations of the water treatment plant.

Community Impact:

The Old Alabama Road trail is a project supported by Johns Creek as part of their trail master plan and will be constructed utilizing TSPLOST funds.

Department Recommendation:

The Department of Public Works recommends that Fulton County provide the requested temporary and permanent easements to the City of Johns Creek.

Project Implications:

Without these easements within Fulton County's property along Old Alabama Road, the City of Johns Creek would not be able to construct the planned trail.

Community Issues/Concerns:

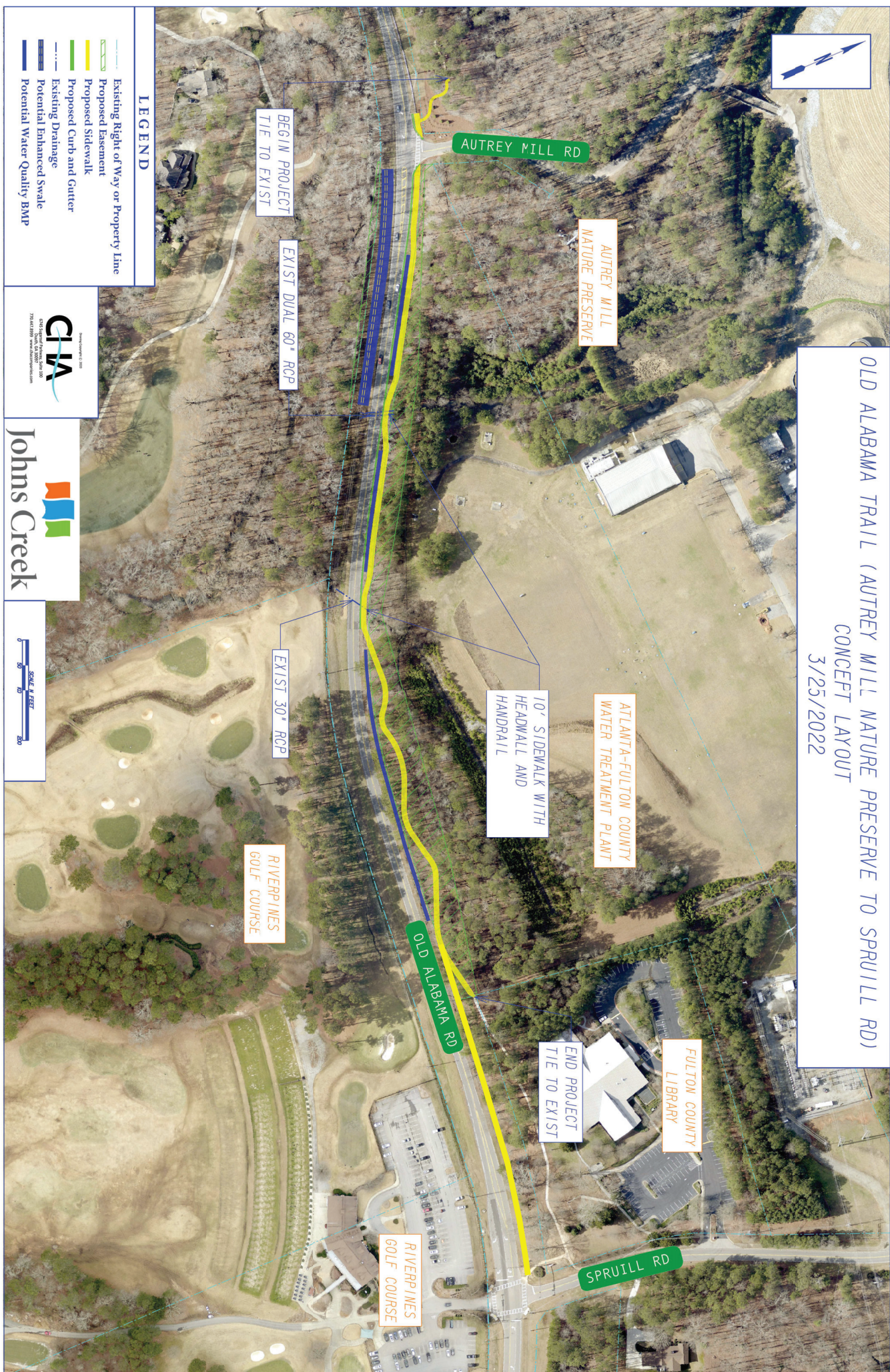
None have been raised by the community to the Department of Public Works.

Department Issues/Concerns:

The Department of Public Works does not have any issues or concerns.

Fiscal Impact / Funding Source**Funding Line 1:**

OLD ALABAMA TRAIL (AUTREY MILL NATURE PRESERVE TO SPRUILL RD)
CONCEPT LAYOUT
3/25/2022



After recording, return to:
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, GA 30518

TAX PARCEL: 11-042001410090

CITY OF JOHNS CREEK
CONSTRUCTION AND MAINTENANCE EASEMENT
11360 Lakefield Drive, Johns Creek, GA 30097

GEORGIA, FULTON COUNTY

This conveyance made and executed the _____ day of _____, 2023.

Whereas, the City of Johns Creek, Fulton County, Georgia desires to construct a capital improvement project known as Old Alabama Trail – Autry Mill to Johns Creek.

Now, therefore for value received, Fulton County, does hereby grant to the City of Johns Creek the right to execute certain construction over and upon its land abutting on and adjacent to the right of way in such manner as said City of Johns Creek may deem proper to support or the improvement of trail project, including the right to slope the adjacent ground to tie in with roadway or trail/sidewalk elevations within the easement area shown by diagonal lines on the plat attached hereto as "Exhibit A" and made a part hereof by reference. Slopes will remain in place and the City of Johns Creek will cease to maintain said slopes upon completion and final acceptance of the project by the City of Johns Creek.

THE FOLLOWING PARAGRAPH (IS) (IS NOT) APPLICABLE TO THIS TRANSACTION

Grantor, in addition to the above, hereby expressly grants to the City of Johns Creek, its successors and assigns, the right to demolish and remove in their entirety all improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration I hereby conveys and relinquishes to the City of Johns Creek all rights of access between the proposed highway and approaches thereto on the above referenced project and my remaining real property from which said construction easement is taken as shown on the attached plat prepared by the Agency.

This Agreement is to be construed as a Covenant not to sue as well as a full accord and satisfaction of any and all claims as set out above, and the conveyance hereunder of all claims or rights shall be deemed to be in perpetuity.

I hereby Grantor warrants that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witness Whereof, we have set our hands and seal this _____ day of _____, 2023.

Fulton County

Witness

by: _____ (SEAL)

Notary

Title: _____

Attest:

Tonya R. Grier
Clerk to the Commission

(Seal)

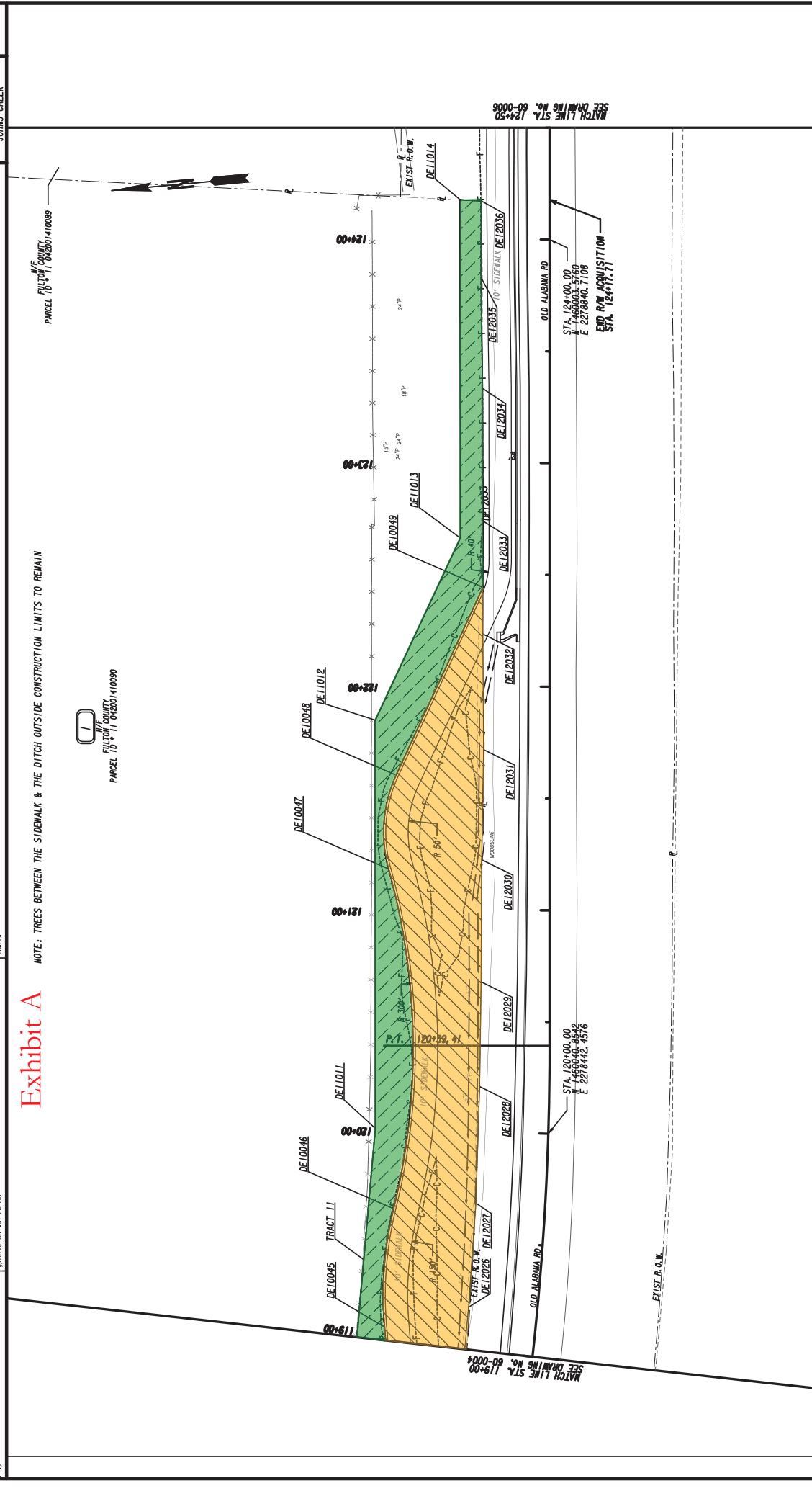
Approved as to Form:

Office of the County Attorney

Page 2
Parcel No. 1

Exhibit A

NOTE: TREES BETWEEN THE SIDEWALK & THE DITCH OUTSIDE CONSTRUCTION LIMITS TO REMAIN



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS END LIMIT OF ACCESS LIMIT OF ACCESS RED'D R/W & LIMIT OF ACCESS		BLA ELA		SCALE IN FEET 0 20 40 60		CH&A CONSULTING & ARCHITECTURE, INC. 1100 10th Street, Suite 100 Ft. Lauderdale, FL 33304 TEL: 954.333.1100 FAX: 954.333.1101		DATE REVISIONS		DATE REVISIONS		STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP		PROJECT NO.: COUNTY: FULTON LAND LOT NO.: 140, 141, & 144 LAND DISTRICT: M/A GND: 842 DATE: 05/14/2023		DRAWING NO.: 60-0005540	
MATCH LINE STA. 119+00 SEE DRAWING NO. 60-0004		MATCH LINE STA. 124+50 SEE DRAWING NO. 60-0006		STA. 120+00.00 N 1460040.4542 E 2278442.4576		STA. 124+00.00 N 1460003.5760 E 2278840.7108		END R/W ACQUISITION STA. 124+17.11		OLD ALABAMA RD.		OLD ALABAMA RD.		EXIST. R.O.W.		EXIST. R.O.W.		EXIST. R.O.W.	

Exhibit A



FULTON COUNTY

PARCEL APPEARS ON SHEETS 60-0002, 60-0003, 60-0004, & 60-0005

PESMT - PARL/TRACT1
DE1011
EASMT T. FOR CONST. AND MAINT. OF PROPOSED SIDEWALK

PNT OFFSET/ STATION/ ALIGNMENT

PNT	OFFSET/	STATION/	ALIGNMENT
DE12002	34.81	L 107+22.81	OLD ALABAMA RD
DE10001	1.64	N 8°28'53.6" E	OLD ALABAMA RD
DE10002	36.41	L 107+22.43	OLD ALABAMA RD
DE10003	39.17	S 63°03'49.9" E	OLD ALABAMA RD
DE10004	32.09	L 53°36'43.9" E	OLD ALABAMA RD
DE10005	33.68	L 107+46.76	OLD ALABAMA RD
DE10006	38.52	S 63°03'49.9" E	OLD ALABAMA RD
DE10007	32.02	L 107+84.22	OLD ALABAMA RD
DE10008	19.14	S 62°25'52.4" E	OLD ALABAMA RD
DE10009	31.44	L 108+02.85	OLD ALABAMA RD
DE10010	32.14	S 61°31'07.9" E	OLD ALABAMA RD
DE10011	18.64	L 60°36'42.6" E	OLD ALABAMA RD
DE10012	30.25	L 108+52.32	OLD ALABAMA RD
DE10013	45.16	N 61°24'52.2" W	OLD ALABAMA RD
DE10014	31.03	L 108+08.31	OLD ALABAMA RD
DE10015	50.69	N 62°56'04.2" W	OLD ALABAMA RD
DE10016	32.54	L 107+58.95	OLD ALABAMA RD
DE10017	37.23	N 63°15'52.2" W	OLD ALABAMA RD
DE10018	34.21	L 107+22.81	OLD ALABAMA RD
REQD EASMT	= 0.002 ACRES		



FULTON COUNTY

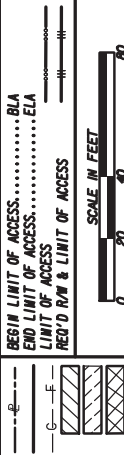
PARCEL APPEARS ON SHEETS 60-0002, 60-0003, 60-0004, & 60-0005

PESMT - PARL/TRACT2
DE1012
EASMT T. FOR CONST. AND MAINT. OF PROPOSED SIDEWALK

PNT OFFSET/ STATION/ ALIGNMENT

PNT	OFFSET/	STATION/	ALIGNMENT
DE10008	30.04	L 108+63.77	OLD ALABAMA RD
DE10009	18.59	S 59°31'44.8" E	OLD ALABAMA RD
DE10010	29.78	L 108+81.90	OLD ALABAMA RD
DE10011	40.06	S 58°28'30.7" E	OLD ALABAMA RD
DE10012	23.21	L 58°41'40.6" W	OLD ALABAMA RD
DE10013	29.26	L 109+18.13	OLD ALABAMA RD
DE10014	55.39	N 58°45'25.3" W	OLD ALABAMA RD
DE10015	30.04	L 108+63.77	OLD ALABAMA RD
REQD EASMT	= 8.33 SF		
REQD EASMT	= 0.000 ACRES		

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



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 20 40 60



DATE

REVISIONS

DATE

REVISIONS

DATE

REVISIONS

DATE

REVISIONS

DATE

REVISIONS

DATE

REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO.: FULTON
COUNTY: FULTON
LAND LOT NO.: 140, 141, & 144
LAND DISTRICT: N/A
GND: 842
DATE: 60-0005541
SH 8 OF 14

Exhibit A

PROPERTY AND EXISTING R/W LINE		FULTON COUNTY		PARCEL APPEARS ON SHEETS 60-0002, 60-0003, 60-0004, & 60-0005	
ACQUIRED R/W LINE		N/E		FULTON COUNTY	
CONSTRUCTION LIMITS		N/E		PARCEL APPEARS ON SHEETS 60-0002, 60-0003, 60-0004, & 60-0005	
EASEMENT FOR CONSTR		N/E		FULTON COUNTY	
& MAINTENANCE OF SLOPES		N/E		FULTON COUNTY	
EASEMENT FOR CONSTR OF SLOPES		N/E		FULTON COUNTY	
EASEMENT FOR CONSTR OF DRIVES		N/E		FULTON COUNTY	

DE12023	DE12022	DE12021	DE10042	REQD EASMT	REQD EASMT
29.12	41.46	29.51	29.12	41.46	29.51
L	L	L	L	L	L
N 70°52'40.5" W	N 117°25'44"	N 69°17'52.2" W	N 70°52'40.5" W	N 117°25'44"	N 69°17'52.2" W
OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD
23.26	23.26	30.29	23.26	23.26	30.29
L	L	L	L	L	L
N 16°04'22.3" W	N 16°04'22.3" W	N 116°53'16.2	N 16°04'22.3" W	N 116°53'16.2	N 116°53'16.2
OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD	OLD ALABAMA RD
181.74	181.74	181.74	181.74	181.74	181.74
SE	SE	SE	SE	SE	SE
0.417	0.417	0.417	0.417	0.417	0.417
ACRES	ACRES	ACRES	ACRES	ACRES	ACRES

PROPERTY AND EXISTING R/W LINE

ACQUIRED R/W LINE

CONSTRUCTION LIMITS

EASEMENT FOR CONSTR

& MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

DE12023

DE12022

DE12021

DE10042

REQD EASMT

REQD EASMT

0 20 40 60

SCALE IN FEET

CHIA

CHIA

STATE OF GEORGIA

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO. 60-0004

COUNTY: FULTON

LAND LOT NO: 140, 141, & 144

LAND DISTRICT: N/A

DATE: 07/20/2023

SH 11 OF 14

60-001/544

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 1

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 34.81 feet left of and opposite Station 107+22.81 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 8°28'53.6" E a distance of 1.64 feet to a point 36.41 feet left of and opposite station 107+22.43 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°03'49.9" E a distance of 19.17 feet to a point 35.04 feet left of and opposite station 107+40.99 on said construction centerline laid out for OLD ALABAMA RD; thence S 53°36'49.7" E a distance of 6.09 feet to a point 33.68 feet left of and opposite station 107+46.76 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°03'49.9" E a distance of 38.52 feet to a point 32.02 feet left of and opposite station 107+84.22 on said construction centerline laid out for OLD ALABAMA RD; thence S 62°25'59.4" E a distance of 19.14 feet to a point 31.44 feet left of and opposite station 108+02.85 on said construction centerline laid out for OLD ALABAMA RD; thence S 61°31'02.9" E a distance of 32.14 feet to a point 30.63 feet left of and opposite station 108+34.16 on said construction centerline laid out for OLD ALABAMA RD; thence S 60°36'28.6" E a distance of 18.64 feet to a point 30.25 feet left of and opposite station 108+52.32 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°24'52.2" W a distance of 45.16 feet to a point 31.03 feet left of and opposite station 108+08.31 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°56'04.2" W a distance of 50.69 feet to a point 32.54 feet left of and opposite station 107+58.95 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°12'52.2" W a distance of 37.23 feet back to the point of beginning.

Containing 0.002 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 2

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.04 feet left of and opposite Station 108+63.77 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 59°31'44.8" E a distance of 18.59 feet to a point 29.78 feet left of and opposite station 108+81.90 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°28'30.7" E a distance of 40.06 feet to a point 29.31 feet left of and opposite station 109+21.39 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°41'50.6" W a distance of 3.26 feet to a point 29.26 feet left of and opposite station 109+18.13 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°45'25.3" W a distance of 55.39 feet back to the point of beginning.

Containing 0.000 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 3

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.16 feet left of and opposite Station 110+57.07 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 80°54'31.3" E a distance of 0.54 feet to a point 30.37 feet left of and opposite station 110+57.57 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 12.48 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 12.40 feet on a bearing of S 70°11'14.3" E) to the point 32.81 feet left of and opposite station 110+69.73 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°39'00.5" E a distance of 7.57 feet to a point 32.79 feet left of and opposite station 110+77.30 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°43'42.8" E a distance of 48.90 feet to a point 32.72 feet left of and opposite station 111+26.19 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°44'10.3" E a distance of 13.31 feet to a point 32.70 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.23 feet to a point 53.92 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 18.00 feet to a point 53.92 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.71 feet to a point 32.21 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 0.66 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 0.66 feet on a bearing of S 48°06'43.0" E) to the point 32.09 feet left of and opposite station 111+58.14 on said construction centerline laid out for OLD ALABAMA RD; thence S 47°30'21.8" E a distance of 11.85 feet to a point 29.76 feet left of and opposite station 111+69.77 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°36'26.5" W a distance of 39.95 feet to a point 29.91 feet left of and opposite station 111+29.82 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°33'47.3" W a distance of 58.25 feet to a point 30.17 feet left of and opposite station 110+71.57 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°49'38.1" W a distance of 14.50 feet back to the point of beginning.

Containing 0.015 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 4

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.50 feet left of and opposite Station 111+96.00 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 31°11'02.5" E a distance of 32.50 feet to a point 62.00 feet left of and opposite station 111+96.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 41.00 feet to a point 62.00 feet left of and opposite station 112+37.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 32.76 feet to a point 29.24 feet left of and opposite station 112+37.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°01'31.4" W a distance of 14.72 feet to a point 29.19 feet left of and opposite station 112+22.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°08'06.8" W a distance of 26.28 feet back to the point of beginning.

Containing 0.031 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 5

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 and Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.36 feet left of and opposite Station 112+67.87 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 69°50'10.9" E a distance of 12.70 feet to a point 31.79 feet left of and opposite station 112+80.34 on said construction centerline laid out for OLD ALABAMA RD; thence S 64°25'25.4" E a distance of 6.16 feet to a point 32.39 feet left of and opposite station 112+86.47 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°49'36.0" E a distance of 3.03 feet to a point 32.39 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.31 feet to a point 53.70 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 118.00 feet to a point 53.70 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.15 feet to a point 32.54 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°22'21.5" E a distance of 39.11 feet to a point 32.92 feet left of and opposite station 114+46.60 on said construction centerline laid out for OLD ALABAMA RD; thence S 60°03'39.1" E a distance of 29.74 feet to a point 33.55 feet left of and opposite station 114+76.53 on said construction centerline laid out for OLD ALABAMA RD; thence S 61°25'13.2" E a distance of 60.12 feet to a point 34.46 feet left of and opposite station 115+38.32 on said construction centerline laid out for OLD ALABAMA RD; thence S 56°52'50.2" E a distance of 5.60 feet to a point 33.96 feet left of and opposite station 115+44.05 on said construction centerline laid out for OLD ALABAMA RD; thence S 51°41'43.8" E a distance of 13.15 feet to a point 31.49 feet left of and opposite station 115+57.31 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°12'57.0" W a distance of 59.47 feet to a point 30.67 feet left of and opposite station 114+96.34 on said construction centerline laid out for OLD ALABAMA RD; thence N 60°26'05.9" W a distance of 50.41 feet to a point 29.53 feet left of and opposite station 114+45.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°56'55.9" W a distance of 49.81 feet to a point 29.42 feet left of and opposite station 113+95.47 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°52'02.6" W a distance of 50.24 feet to a point 29.37 feet left of and opposite station 113+45.24 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°22'01.8" W a distance of 51.41 feet to a point 28.88 feet left of and opposite station 112+93.83 on said construction centerline laid out for OLD ALABAMA RD; thence N 57°45'16.7" W a distance of 25.96 feet back to the point of beginning.

Containing 0.078 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 6

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 31.05 feet left of and opposite Station 116+00.00 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 65°04'52.3" E a distance of 19.55 feet to a point 46.00 feet left of and opposite station 116+13.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 65°42'52.3" E a distance of 22.16 feet to a point 45.94 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 23°36'12.1" W a distance of 15.45 feet to a point 30.49 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 66°04'22.3" W a distance of 16.00 feet to a point 30.48 feet left of and opposite station 116+19.60 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°28'48.4" W a distance of 19.13 feet back to the point of beginning.

Containing 0.010 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 7

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.27 feet left of and opposite Station 116+53.62 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 86°19'22.1" E a distance of 20.20 feet to a point 36.74 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 21°54'29.5" E a distance of 17.74 feet to a point 54.49 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 55°19'40.5" E a distance of 20.57 feet to a point 71.61 feet left of and opposite station 116+85.29 on said construction centerline laid out for OLD ALABAMA RD; thence N 86°10'27.4" E a distance of 30.72 feet to a point 84.35 feet left of and opposite station 117+15.09 on said construction centerline laid out for OLD ALABAMA RD; thence S 3°40'37.9" W a distance of 33.63 feet to a point 52.04 feet left of and opposite station 117+24.96 on said construction centerline laid out for OLD ALABAMA RD; thence S 86°19'22.1" E a distance of 22.37 feet to a point 57.97 feet left of and opposite station 117+47.51 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 37.66 feet along the arc of a curve (said curve having a radius of 111.00 feet and a chord distance of 37.48 feet on a bearing of S 77°40'23.7" E) to the point 61.44 feet left of and opposite station 117+86.69 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 114.24 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 113.55 feet on a bearing of S 78°53'58.9" E) to the point 67.26 feet left of and opposite station 119+06.23 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 53.34 feet along the arc of a curve (said curve having a radius of 161.00 feet and a chord distance of 53.09 feet on a bearing of S 80°21'17.4" E) to the point 67.62 feet left of and opposite station 119+62.33 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 153.65 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 151.97 feet on a bearing of S 85°35'09.7" E) to the point 72.10 feet left of and opposite station 121+18.46 on said construction centerline laid out for OLD ALABAMA RD; thence northeasterly 42.99 feet along the arc of a curve (said curve having a radius of 61.00 feet and a chord distance of 42.10 feet on a bearing of S 80°07'06.7" E) to the point 68.70 feet left of and opposite station 121+60.43 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°55'45.9" E a distance of 92.60 feet to a point 29.85 feet left of and opposite station 122+44.48 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°30'11.1" W a distance of 20.90 feet to a point 29.93 feet left of and opposite station 122+23.58 on said construction centerline laid out for OLD ALABAMA RD; thence N 85°07'54.0" W a distance of 51.75 feet to a point 29.58 feet left of and opposite station 121+71.83 on said construction centerline laid out for OLD ALABAMA RD; thence N 83°45'56.4" W a distance of 49.23 feet to a point 30.42 feet left of and opposite station 121+22.61 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°28'41.2" W a distance of 54.62 feet to a point 30.67 feet left of and opposite station 120+67.99 on said construction centerline laid out for OLD ALABAMA RD; thence N 83°54'12.7" W a distance of 46.85 feet to a point 31.22 feet left of and opposite station 120+20.68 on said construction centerline laid out for OLD ALABAMA RD; thence N 82°53'23.0" W a distance of 52.15 feet to a point 31.02 feet left of and opposite station 119+67.21 on said construction centerline laid out for OLD ALABAMA RD; thence N 80°41'25.4" W a distance of 46.65 feet to a point 30.76 feet left of and opposite station 119+19.38 on said construction centerline laid out for OLD ALABAMA RD; thence N 79°43'12.0" W a distance of 42.46 feet to a point 29.70 feet left of and opposite station 118+75.89 on said construction centerline laid out for OLD ALABAMA RD; thence N 76°24'02.8" W a distance of 52.52 feet to a point 29.41 feet left of and opposite station 118+22.11 on said construction centerline laid out for OLD ALABAMA RD; thence N 73°56'50.6" W a distance of 52.96 feet to a point 29.12 feet left of and opposite station 117+67.89 on said construction centerline laid out for OLD ALABAMA RD; thence N 70°52'40.5" W a distance of 41.46 feet to a point

29.51 feet left of and opposite station 117+25.44 on said construction centerline laid out for OLD ALABAMA RD; thence N $69^{\circ}17'52.2''$ W a distance of 46.48 feet to a point 29.58 feet left of and opposite station 116+77.84 on said construction centerline laid out for OLD ALABAMA RD; thence N $66^{\circ}04'22.3''$ W a distance of 23.66 feet back to the point of beginning.

Containing 0.417 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 8

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 36.41 feet left of and opposite Station 107+22.43 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 8°28'53.6" E a distance of 15.29 feet to a point 51.25 feet left of and opposite station 107+18.90 on said construction centerline laid out for OLD ALABAMA RD; thence N 88°13'04.5" E a distance of 9.14 feet to a point 55.00 feet left of and opposite station 107+26.88 on said construction centerline laid out for OLD ALABAMA RD; thence S 44°17'01.9" E a distance of 26.08 feet to a point 45.00 feet left of and opposite station 107+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°33'02.2" E a distance of 52.02 feet to a point 40.00 feet left of and opposite station 108+00.00 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 108.30 feet along the arc of a curve (said curve having a radius of 1230.00 feet and a chord distance of 108.27 feet on a bearing of S 61°20'18.6" E) to the point 40.00 feet left of and opposite station 109+04.78 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 145.22 feet to a point 40.00 feet left of and opposite station 110+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 73°19'37.4" E a distance of 87.80 feet to a point 62.00 feet left of and opposite station 111+35.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 61.00 feet to a point 62.00 feet left of and opposite station 111+96.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 32.50 feet to a point 29.50 feet left of and opposite station 111+96.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°08'06.8" W a distance of 20.08 feet to a point 29.74 feet left of and opposite station 111+75.92 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°36'26.5" W a distance of 6.16 feet to a point 29.76 feet left of and opposite station 111+69.77 on said construction centerline laid out for OLD ALABAMA RD; thence N 47°30'21.8" W a distance of 11.85 feet to a point 32.09 feet left of and opposite station 111+58.14 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 0.66 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 0.66 feet on a bearing of N 48°06'43.0" W) to the point 32.21 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.71 feet to a point 53.92 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°48'57.5" W a distance of 18.00 feet to a point 53.92 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.23 feet to a point 32.70 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°44'10.3" W a distance of 13.31 feet to a point 32.72 feet left of and opposite station 111+26.19 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°43'42.8" W a distance of 48.90 feet to a point 32.79 feet left of and opposite station 110+77.30 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°39'00.5" W a distance of 7.57 feet to a point 32.81 feet left of and opposite station 110+69.73 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 12.48 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 12.40 feet on a bearing of N 70°11'14.3" W) to the point 30.37 feet left of and opposite station 110+57.57 on said construction centerline laid out for OLD ALABAMA RD; thence N 80°54'31.3" W a distance of 0.54 feet to a point 30.16 feet left of and opposite station 110+57.07 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°49'38.1" W a distance of 36.03 feet to a point 30.16 feet left of and opposite station 110+21.04 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°58'47.6" W a distance of 54.96 feet to a point 30.00 feet left of and opposite station 109+66.08 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°41'50.6" W a distance of 44.70 feet to a point 29.31 feet left of and opposite

station 109+21.39 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°28'30.7" W a distance of 40.06 feet to a point 29.78 feet left of and opposite station 108+81.90 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°31'44.8" W a distance of 18.59 feet to a point 30.04 feet left of and opposite station 108+63.77 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°45'25.3" W a distance of 5.95 feet to a point 30.27 feet left of and opposite station 108+57.97 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°24'52.2" W a distance of 5.79 feet to a point 30.25 feet left of and opposite station 108+52.32 on said construction centerline laid out for OLD ALABAMA RD; thence N 60°36'28.6" W a distance of 18.64 feet to a point 30.63 feet left of and opposite station 108+34.16 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°31'02.9" W a distance of 32.14 feet to a point 31.44 feet left of and opposite station 108+02.85 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°25'59.4" W a distance of 19.14 feet to a point 32.02 feet left of and opposite station 107+84.22 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°03'49.9" W a distance of 38.52 feet to a point 33.68 feet left of and opposite station 107+46.76 on said construction centerline laid out for OLD ALABAMA RD; thence N 53°36'49.7" W a distance of 6.09 feet to a point 35.04 feet left of and opposite station 107+40.99 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°03'49.9" W a distance of 19.17 feet back to the point of beginning.

Containing 0.151 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 9

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 141 and Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.24 feet left of and opposite Station 112+37.00 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 31°11'02.5" E a distance of 32.76 feet to a point 62.00 feet left of and opposite station 112+37.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 178.00 feet to a point 62.00 feet left of and opposite station 114+15.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 57°17'19.5" E a distance of 155.44 feet to a point 53.61 feet left of and opposite station 115+75.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 66°23'19.1" E a distance of 94.04 feet to a point 54.49 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence S 21°54'29.5" W a distance of 17.74 feet to a point 36.74 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 86°19'22.1" W a distance of 20.20 feet to a point 30.27 feet left of and opposite station 116+53.62 on said construction centerline laid out for OLD ALABAMA RD; thence N 66°04'22.3" W a distance of 17.20 feet to a point 30.49 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 23°36'12.1" E a distance of 15.45 feet to a point 45.94 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 65°42'52.3" W a distance of 22.16 feet to a point 46.00 feet left of and opposite station 116+13.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 65°04'52.3" W a distance of 19.55 feet to a point 31.05 feet left of and opposite station 116+00.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°28'48.4" W a distance of 32.15 feet to a point 31.35 feet left of and opposite station 115+67.03 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°12'57.0" W a distance of 9.47 feet to a point 31.49 feet left of and opposite station 115+57.31 on said construction centerline laid out for OLD ALABAMA RD; thence N 51°41'43.8" W a distance of 13.15 feet to a point 33.96 feet left of and opposite station 115+44.05 on said construction centerline laid out for OLD ALABAMA RD; thence N 56°52'50.2" W a distance of 5.60 feet to a point 34.46 feet left of and opposite station 115+38.32 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°25'13.2" W a distance of 60.12 feet to a point 33.55 feet left of and opposite station 114+76.53 on said construction centerline laid out for OLD ALABAMA RD; thence N 60°03'39.1" W a distance of 29.74 feet to a point 32.92 feet left of and opposite station 114+46.60 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°22'21.5" W a distance of 39.11 feet to a point 32.54 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.15 feet to a point 53.70 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°48'57.5" W a distance of 118.00 feet to a point 53.70 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.31 feet to a point 32.39 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°49'36.0" W a distance of 3.03 feet to a point 32.39 feet left of and opposite station 112+86.47 on said construction centerline laid out for OLD ALABAMA RD; thence N 64°25'25.4" W a distance of 6.16 feet to a point 31.79 feet left of and opposite station 112+80.34 on said construction centerline laid out for OLD ALABAMA RD; thence N 69°50'10.9" W a distance of 12.70 feet to a point 29.36 feet left of and opposite station 112+67.87 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°01'31.4" W a distance of 30.87 feet back to the point of beginning.

Containing 0.199 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 10

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 71.61 feet left of and opposite Station 116+85.29 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 55°19'40.5" E a distance of 17.82 feet to a point 86.34 feet left of and opposite station 116+95.98 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°11'21.9" E a distance of 17.93 feet to a point 84.35 feet left of and opposite station 117+15.09 on said construction centerline laid out for OLD ALABAMA RD; thence S 86°10'27.4" W a distance of 30.72 feet back to the point of beginning.

Containing 0.003 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 11

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 52.04 feet left of and opposite Station 117+24.96 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 3°40'37.9" E a distance of 33.63 feet to a point 84.35 feet left of and opposite station 117+15.09 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°11'21.9" E a distance of 32.92 feet to a point 80.00 feet left of and opposite station 117+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 72°01'21.7" E a distance of 93.79 feet to a point 77.00 feet left of and opposite station 118+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 79°42'34.8" E a distance of 140.73 feet to a point 77.42 feet left of and opposite station 120+00.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 84°44'26.6" E a distance of 182.57 feet to a point 78.00 feet left of and opposite station 121+85.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°43'36.1" E a distance of 89.87 feet to a point 40.00 feet left of and opposite station 122+66.44 on said construction centerline laid out for OLD ALABAMA RD; thence S 84°44'26.6" E a distance of 151.27 feet to a point 40.00 feet left of and opposite station 124+17.71 on said construction centerline laid out for OLD ALABAMA RD; thence S 8°08'40.4" W a distance of 9.51 feet to a point 30.51 feet left of and opposite station 124+17.23 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°24'54.1" W a distance of 34.27 feet to a point 30.70 feet left of and opposite station 123+82.96 on said construction centerline laid out for OLD ALABAMA RD; thence N 85°33'01.4" W a distance of 49.56 feet to a point 30.00 feet left of and opposite station 123+33.41 on said construction centerline laid out for OLD ALABAMA RD; thence N 85°00'24.0" W a distance of 59.40 feet to a point 29.73 feet left of and opposite station 122+74.02 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°30'11.1" W a distance of 29.54 feet to a point 29.85 feet left of and opposite station 122+44.48 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°55'45.9" W a distance of 92.60 feet to a point 68.70 feet left of and opposite station 121+60.43 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 42.99 feet along the arc of a curve (said curve having a radius of 61.00 feet and a chord distance of 42.10 feet on a bearing of N 80°07'06.7" W) to the point 72.10 feet left of and opposite station 121+18.46 on said construction centerline laid out for OLD ALABAMA RD; thence southwesterly 153.65 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 151.97 feet on a bearing of N 85°35'09.7" W) to the point 67.62 feet left of and opposite station 119+62.33 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 53.34 feet along the arc of a curve (said curve having a radius of 161.00 feet and a chord distance of 53.09 feet on a bearing of N 80°21'17.4" W) to the point 67.26 feet left of and opposite station 119+06.23 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 114.24 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 113.55 feet on a bearing of N 78°53'58.9" W) to the point 61.44 feet left of and opposite station 117+86.69 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 37.66 feet along the arc of a curve (said curve having a radius of 111.00 feet and a chord distance of 37.48 feet on a bearing of N 77°40'23.7" W) to the point 57.97 feet left of and opposite station 117+47.51 on said construction centerline laid out for OLD ALABAMA RD; thence N 86°19'22.1" W a distance of 22.37 feet back to the point of beginning.

Containing 0.220 acres more or less.

CITY OF JOHNS CREEK
TEMPORARY CONSTRUCTION EASEMENT
11360 Lakefield Drive, Johns Creek, GA 30097

Project: Old Alabama Trail - Autry Mill to Johns Creek
Parcel No.: #1
PIN: 11-042001410090; (Tracts 1 – 11) Fulton County

This conveyance made and executed this _____ day of _____, 2023.

Whereas, the City of Johns Creek, Fulton County, Georgia desires to construct a capital improvement project known as Old Alabama Trail – Autry Mill to Johns Creek.

Now, therefore, for value received, Fulton County, does hereby grant to the City of Johns Creek the right to execute certain construction over and upon its land abutting on and adjacent to the right of way in such manner as said City of Johns Creek may deem proper to support or accommodate the improvement of trail project, including the right to slope the adjacent ground to tie in with roadway or trail/sidewalk elevations within the easement area shown by diagonal lines on the plat attached hereto as "Exhibit A" and made a part hereof by reference. Slopes will remain in place and the City of Johns Creek will cease to maintain said slopes upon completion and final acceptance of the project by the City of Johns Creek.

Grantor, in addition to the above, hereby expressly grants to the City of Johns Creek, its successors and assigns, the right to demolish and remove in their entirety all improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Johns Creek.

For the same consideration I hereby conveys and relinquishes to the City of Johns Creek all rights of access between the proposed highway and approaches thereto on the above referenced project and my remaining real property from which said construction easement is taken as shown on the attached plat prepared by the Agency.

I hereby Grantor warrants that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witness Whereof, we have set our hands and seal this _____ day of _____, 2023.

Fulton County

By: _____(SEAL)

Witness

Title: _____

Notary

Attest:

Tonya R. Grier
Clerk to the Commission

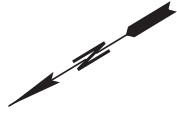
(Seal)

Approved as to Form:

Office of the County Attorney

Page 2
Parcel No. 1

PARCEL ID • 11 042001410090
FULTON COUNTY
N/F



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STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT NO:
 COUNTY: FULTON
 LAND LOT NO: 140, 141, & 144
 LAND DISTRICT: N/A
 GAO: 842
 DRAWING NO.
 60-000-564

Exhibit A



FULTON COUNTY

PARCEL APPEARS ON SHEETS 60-0002, 60-0003, 60-0004, & 60-0005

PESMT - PARL/TRACT1
DE1011
EASMT T. FOR CONST. AND MAINT. OF PROPOSED SIDEWALK

PNT OFFSET/ STATION/ ALIGNMENT

PNT	OFFSET/	STATION/	ALIGNMENT
DE12002	34.81 L	107+22.81	OLD ALABAMA RD
DE10001	1.64 L	N 8°28'53.6" E	OLD ALABAMA RD
DE10002	36.41 L	107+22.43	OLD ALABAMA RD
DE10002	39.17 L	S 63°03'49.9" E	OLD ALABAMA RD
DE10003	32.09 L	S 53°36'43.9" E	OLD ALABAMA RD
DE10003	33.68 L	107+46.76	OLD ALABAMA RD
DE10004	38.52 L	S 63°03'49.9" E	OLD ALABAMA RD
DE10004	32.02 L	107+84.22	OLD ALABAMA RD
DE10005	19.14 L	S 62°25'52.4" E	OLD ALABAMA RD
DE10005	31.44 L	108+02.85	OLD ALABAMA RD
DE10006	32.14 L	S 61°31'07.9" E	OLD ALABAMA RD
DE10006	18.64 L	S 68°36'28.6" E	OLD ALABAMA RD
DE10007	30.25 L	108+52.32	OLD ALABAMA RD
DE12004	45.16 L	N 61°24'52.2" W	OLD ALABAMA RD
DE12004	31.03 L	108+08.31	OLD ALABAMA RD
DE12003	50.69 L	N 62°56'04.2" W	OLD ALABAMA RD
DE12003	32.54 L	107+58.95	OLD ALABAMA RD
DE12002	37.23 L	N 63°15'52.2" W	OLD ALABAMA RD
DE12002	34.21 L	107+22.81	OLD ALABAMA RD
REQD EASMT	= 0.002 ACRES		



FULTON COUNTY

PARCEL APPEARS ON SHEETS 60-0002, 60-0003, 60-0004, & 60-0005

PESMT - PARL/TRACT2
DE1012
EASMT T. FOR CONST. AND MAINT. OF PROPOSED SIDEWALK

PNT OFFSET/ STATION/ ALIGNMENT

PNT	OFFSET/	STATION/	ALIGNMENT
DE10008	30.04 L	108+63.77	OLD ALABAMA RD
DE10009	18.59 L	S 59°31'44.8" E	OLD ALABAMA RD
DE10010	29.78 L	108+81.90	OLD ALABAMA RD
DE10010	40.06 L	S 58°28'30.7" E	OLD ALABAMA RD
DE12006	23.21 L	N 58°41'40.6" W	OLD ALABAMA RD
DE12006	29.26 L	109+18.13	OLD ALABAMA RD
DE10008	55.39 L	N 58°45'25.3" W	OLD ALABAMA RD
DE10008	30.04 L	108+63.77	OLD ALABAMA RD
REQD EASMT	= 8.33 SF		
REQD EASMT	= 0.000 ACRES		

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

07/20/23 10:48
901border-181-POL.tbl

07/20/24 10:14:15.07
CHW/LL

07/20/24 10:14:15.07
CHW/LL

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO.: FULTON
COUNTY: FULTON
LAND LOT NO.: 140, 141, & 144
LAND DISTRICT: N/A
GND: 842
DATE: SH 8 OF 14

60-000567

Exhibit A

DE12023	29.12	L	N 117°46'78.89	OLD ALABAMA RD	60-0004, & 60-0005
			N 70°52'40.5"	W	
DE12022	43.38	L	N 69°17'53.2"	W	OLD ALABAMA RD
DE12021	29.58	L	N 116°47'84.2"	W	OLD ALABAMA RD
	23.66	L	N 66°04'22.3"	W	OLD ALABAMA RD
DE10042	30.77	L	N 66°45'3.62	W	OLD ALABAMA RD
DE10041	10.47	L	N 66°45'3.62	W	OLD ALABAMA RD
DEED EASMT	=		0.417	ACRES	

[illegible]

DEI0042	30.27	L	S 116°53'.62	OLD ALABAMA RD
	20.20		S 86°19'.22.1" E	
DEI0101	36.74	L	116°73'.28	OLD ALABAMA RD
	17.74	L	N 21°54'29.5" E	
DEI0102	54.9	L	116°73'.28	OLD ALABAMA RD
	51.9	L	N 31°58'59.5" E	
DEI0103	40.32	L	116°10'.27.4	OLD ALABAMA RD
	30.32	L	N 66°10'.27.4 E	
DEI0104	84.35	L	117°15'.09	OLD ALABAMA RD
	33.63	L	S 3°40'.37.9" W	
DEI0105	52.04	L	117°24'.96	OLD ALABAMA RD
	22.37	L	S 86°19'.22.1" E	
DEI0043	57.37	L	117°47'.51	OLD ALABAMA RD
DEI0044	37.58	L	117°40'.23.7" E	
DEI0045	111.00			
DEI0046	61.44	L	117°46'.69	OLD ALABAMA RD
DEI0047	61.44	L	117°46'.69	OLD ALABAMA RD
DEI0048	37.58	L	117°40'.23.7" E	
DEI0049	111.00			
DEI0050	37.58	L	117°40'.23.7" E	
DEI0051	37.58	L	117°40'.23.7" E	
DEI0052	37.58	L	117°40'.23.7" E	
DEI0053	37.58	L	117°40'.23.7" E	
DEI0054	37.58	L	117°40'.23.7" E	
DEI0055	37.58	L	117°40'.23.7" E	
DEI0056	37.58	L	117°40'.23.7" E	
DEI0057	37.58	L	117°40'.23.7" E	
DEI0058	37.58	L	117°40'.23.7" E	
DEI0059	37.58	L	117°40'.23.7" E	
DEI0060	37.58	L	117°40'.23.7" E	
DEI0061	37.58	L	117°40'.23.7" E	
DEI0062	37.58	L	117°40'.23.7" E	
DEI0063	37.58	L	117°40'.23.7" E	
DEI0064	37.58	L	117°40'.23.7" E	
DEI0065	37.58	L	117°40'.23.7" E	
DEI0066	37.58	L	117°40'.23.7" E	
DEI0067	37.58	L	117°40'.23.7" E	
DEI0068	37.58	L	117°40'.23.7" E	
DEI0069	37.58	L	117°40'.23.7" E	
DEI0070	37.58	L	117°40'.23.7" E	
DEI0071	37.58	L	117°40'.23.7" E	
DEI0072	37.58	L	117°40'.23.7" E	
DEI0073	37.58	L	117°40'.23.7" E	
DEI0074	37.58	L	117°40'.23.7" E	
DEI0075	37.58	L	117°40'.23.7" E	
DEI0076	37.58	L	117°40'.23.7" E	
DEI0077	37.58	L	117°40'.23.7" E	
DEI0078	37.58	L	117°40'.23.7" E	
DEI0079	37.58	L	117°40'.23.7" E	
DEI0080	37.58	L	117°40'.23.7" E	
DEI0081	37.58	L	117°40'.23.7" E	
DEI0082	37.58	L	117°40'.23.7" E	
DEI0083	37.58	L	117°40'.23.7" E	
DEI0084	37.58	L	117°40'.23.7" E	
DEI0085	37.58	L	117°40'.23.7" E	
DEI0086	37.58	L	117°40'.23.7" E	
DEI0087	37.58	L	117°40'.23.7" E	
DEI0088	37.58	L	117°40'.23.7" E	
DEI0089	37.58	L	117°40'.23.7" E	
DEI0090	37.58	L	117°40'.23.7" E	
DEI0091	37.58	L	117°40'.23.7" E	
DEI0092	37.58	L	117°40'.23.7" E	
DEI0093	37.58	L	117°40'.23.7" E	
DEI0094	37.58	L	117°40'.23.7" E	
DEI0095	37.58	L	117°40'.23.7" E	
DEI0096	37.58	L	117°40'.23.7" E	
DEI0097	37.58	L	117°40'.23.7" E	
DEI0098	37.58	L	117°40'.23.7" E	
DEI0099	37.58	L	117°40'.23.7" E	
DEI0100	37.58	L	117°40'.23.7" E	

<p>PROPERTY AND EXISTING ROW LINE REQUIRED R/W CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRAIN</p>	<p>BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D ROW & LIMIT OF ACCESS</p> <p>SCALE IN FEET 0 20 40 80</p>	<p>DATE</p> <p>REVISIONS</p>	<p>DATE</p> <p>REVISIONS</p>	<p>STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP</p> <p>PROJECT NO: COUNTY: FULTON LAND LOT NO: 140, 141, & 144 ROAD DISTRICT: N/A GMD: 04E DATE: SH 11 OF 14</p> <p>DRAWING No. 60-001/570</p>
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Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 1

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 34.81 feet left of and opposite Station 107+22.81 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 8°28'53.6" E a distance of 1.64 feet to a point 36.41 feet left of and opposite station 107+22.43 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°03'49.9" E a distance of 19.17 feet to a point 35.04 feet left of and opposite station 107+40.99 on said construction centerline laid out for OLD ALABAMA RD; thence S 53°36'49.7" E a distance of 6.09 feet to a point 33.68 feet left of and opposite station 107+46.76 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°03'49.9" E a distance of 38.52 feet to a point 32.02 feet left of and opposite station 107+84.22 on said construction centerline laid out for OLD ALABAMA RD; thence S 62°25'59.4" E a distance of 19.14 feet to a point 31.44 feet left of and opposite station 108+02.85 on said construction centerline laid out for OLD ALABAMA RD; thence S 61°31'02.9" E a distance of 32.14 feet to a point 30.63 feet left of and opposite station 108+34.16 on said construction centerline laid out for OLD ALABAMA RD; thence S 60°36'28.6" E a distance of 18.64 feet to a point 30.25 feet left of and opposite station 108+52.32 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°24'52.2" W a distance of 45.16 feet to a point 31.03 feet left of and opposite station 108+08.31 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°56'04.2" W a distance of 50.69 feet to a point 32.54 feet left of and opposite station 107+58.95 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°12'52.2" W a distance of 37.23 feet back to the point of beginning.

Containing 0.002 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 2

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.04 feet left of and opposite Station 108+63.77 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 59°31'44.8" E a distance of 18.59 feet to a point 29.78 feet left of and opposite station 108+81.90 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°28'30.7" E a distance of 40.06 feet to a point 29.31 feet left of and opposite station 109+21.39 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°41'50.6" W a distance of 3.26 feet to a point 29.26 feet left of and opposite station 109+18.13 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°45'25.3" W a distance of 55.39 feet back to the point of beginning.

Containing 0.000 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 3

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.16 feet left of and opposite Station 110+57.07 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 80°54'31.3" E a distance of 0.54 feet to a point 30.37 feet left of and opposite station 110+57.57 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 12.48 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 12.40 feet on a bearing of S 70°11'14.3" E) to the point 32.81 feet left of and opposite station 110+69.73 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°39'00.5" E a distance of 7.57 feet to a point 32.79 feet left of and opposite station 110+77.30 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°43'42.8" E a distance of 48.90 feet to a point 32.72 feet left of and opposite station 111+26.19 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°44'10.3" E a distance of 13.31 feet to a point 32.70 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.23 feet to a point 53.92 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 18.00 feet to a point 53.92 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.71 feet to a point 32.21 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 0.66 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 0.66 feet on a bearing of S 48°06'43.0" E) to the point 32.09 feet left of and opposite station 111+58.14 on said construction centerline laid out for OLD ALABAMA RD; thence S 47°30'21.8" E a distance of 11.85 feet to a point 29.76 feet left of and opposite station 111+69.77 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°36'26.5" W a distance of 39.95 feet to a point 29.91 feet left of and opposite station 111+29.82 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°33'47.3" W a distance of 58.25 feet to a point 30.17 feet left of and opposite station 110+71.57 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°49'38.1" W a distance of 14.50 feet back to the point of beginning.

Containing 0.015 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 4

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.50 feet left of and opposite Station 111+96.00 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 31°11'02.5" E a distance of 32.50 feet to a point 62.00 feet left of and opposite station 111+96.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 41.00 feet to a point 62.00 feet left of and opposite station 112+37.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 32.76 feet to a point 29.24 feet left of and opposite station 112+37.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°01'31.4" W a distance of 14.72 feet to a point 29.19 feet left of and opposite station 112+22.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°08'06.8" W a distance of 26.28 feet back to the point of beginning.

Containing 0.031 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 5

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 141 and Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.36 feet left of and opposite Station 112+67.87 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 69°50'10.9" E a distance of 12.70 feet to a point 31.79 feet left of and opposite station 112+80.34 on said construction centerline laid out for OLD ALABAMA RD; thence S 64°25'25.4" E a distance of 6.16 feet to a point 32.39 feet left of and opposite station 112+86.47 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°49'36.0" E a distance of 3.03 feet to a point 32.39 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.31 feet to a point 53.70 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 118.00 feet to a point 53.70 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.15 feet to a point 32.54 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°22'21.5" E a distance of 39.11 feet to a point 32.92 feet left of and opposite station 114+46.60 on said construction centerline laid out for OLD ALABAMA RD; thence S 60°03'39.1" E a distance of 29.74 feet to a point 33.55 feet left of and opposite station 114+76.53 on said construction centerline laid out for OLD ALABAMA RD; thence S 61°25'13.2" E a distance of 60.12 feet to a point 34.46 feet left of and opposite station 115+38.32 on said construction centerline laid out for OLD ALABAMA RD; thence S 56°52'50.2" E a distance of 5.60 feet to a point 33.96 feet left of and opposite station 115+44.05 on said construction centerline laid out for OLD ALABAMA RD; thence S 51°41'43.8" E a distance of 13.15 feet to a point 31.49 feet left of and opposite station 115+57.31 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°12'57.0" W a distance of 59.47 feet to a point 30.67 feet left of and opposite station 114+96.34 on said construction centerline laid out for OLD ALABAMA RD; thence N 60°26'05.9" W a distance of 50.41 feet to a point 29.53 feet left of and opposite station 114+45.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°56'55.9" W a distance of 49.81 feet to a point 29.42 feet left of and opposite station 113+95.47 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°52'02.6" W a distance of 50.24 feet to a point 29.37 feet left of and opposite station 113+45.24 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°22'01.8" W a distance of 51.41 feet to a point 28.88 feet left of and opposite station 112+93.83 on said construction centerline laid out for OLD ALABAMA RD; thence N 57°45'16.7" W a distance of 25.96 feet back to the point of beginning.

Containing 0.078 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 6

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 31.05 feet left of and opposite Station 116+00.00 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 65°04'52.3" E a distance of 19.55 feet to a point 46.00 feet left of and opposite station 116+13.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 65°42'52.3" E a distance of 22.16 feet to a point 45.94 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 23°36'12.1" W a distance of 15.45 feet to a point 30.49 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 66°04'22.3" W a distance of 16.00 feet to a point 30.48 feet left of and opposite station 116+19.60 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°28'48.4" W a distance of 19.13 feet back to the point of beginning.

Containing 0.010 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 7

Permanent Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 30.27 feet left of and opposite Station 116+53.62 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence S 86°19'22.1" E a distance of 20.20 feet to a point 36.74 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 21°54'29.5" E a distance of 17.74 feet to a point 54.49 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 55°19'40.5" E a distance of 20.57 feet to a point 71.61 feet left of and opposite station 116+85.29 on said construction centerline laid out for OLD ALABAMA RD; thence N 86°10'27.4" E a distance of 30.72 feet to a point 84.35 feet left of and opposite station 117+15.09 on said construction centerline laid out for OLD ALABAMA RD; thence S 3°40'37.9" W a distance of 33.63 feet to a point 52.04 feet left of and opposite station 117+24.96 on said construction centerline laid out for OLD ALABAMA RD; thence S 86°19'22.1" E a distance of 22.37 feet to a point 57.97 feet left of and opposite station 117+47.51 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 37.66 feet along the arc of a curve (said curve having a radius of 111.00 feet and a chord distance of 37.48 feet on a bearing of S 77°40'23.7" E) to the point 61.44 feet left of and opposite station 117+86.69 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 114.24 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 113.55 feet on a bearing of S 78°53'58.9" E) to the point 67.26 feet left of and opposite station 119+06.23 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 53.34 feet along the arc of a curve (said curve having a radius of 161.00 feet and a chord distance of 53.09 feet on a bearing of S 80°21'17.4" E) to the point 67.62 feet left of and opposite station 119+62.33 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 153.65 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 151.97 feet on a bearing of S 85°35'09.7" E) to the point 72.10 feet left of and opposite station 121+18.46 on said construction centerline laid out for OLD ALABAMA RD; thence northeasterly 42.99 feet along the arc of a curve (said curve having a radius of 61.00 feet and a chord distance of 42.10 feet on a bearing of S 80°07'06.7" E) to the point 68.70 feet left of and opposite station 121+60.43 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°55'45.9" E a distance of 92.60 feet to a point 29.85 feet left of and opposite station 122+44.48 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°30'11.1" W a distance of 20.90 feet to a point 29.93 feet left of and opposite station 122+23.58 on said construction centerline laid out for OLD ALABAMA RD; thence N 85°07'54.0" W a distance of 51.75 feet to a point 29.58 feet left of and opposite station 121+71.83 on said construction centerline laid out for OLD ALABAMA RD; thence N 83°45'56.4" W a distance of 49.23 feet to a point 30.42 feet left of and opposite station 121+22.61 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°28'41.2" W a distance of 54.62 feet to a point 30.67 feet left of and opposite station 120+67.99 on said construction centerline laid out for OLD ALABAMA RD; thence N 83°54'12.7" W a distance of 46.85 feet to a point 31.22 feet left of and opposite station 120+20.68 on said construction centerline laid out for OLD ALABAMA RD; thence N 82°53'23.0" W a distance of 52.15 feet to a point 31.02 feet left of and opposite station 119+67.21 on said construction centerline laid out for OLD ALABAMA RD; thence N 80°41'25.4" W a distance of 46.65 feet to a point 30.76 feet left of and opposite station 119+19.38 on said construction centerline laid out for OLD ALABAMA RD; thence N 79°43'12.0" W a distance of 42.46 feet to a point 29.70 feet left of and opposite station 118+75.89 on said construction centerline laid out for OLD ALABAMA RD; thence N 76°24'02.8" W a distance of 52.52 feet to a point 29.41 feet left of and opposite station 118+22.11 on said construction centerline laid out for OLD ALABAMA RD; thence N 73°56'50.6" W a distance of 52.96 feet to a point 29.12 feet left of and opposite station 117+67.89 on said construction centerline laid out for OLD ALABAMA RD; thence N 70°52'40.5" W a distance of 41.46 feet to a point

29.51 feet left of and opposite station 117+25.44 on said construction centerline laid out for OLD ALABAMA RD; thence N $69^{\circ}17'52.2''$ W a distance of 46.48 feet to a point 29.58 feet left of and opposite station 116+77.84 on said construction centerline laid out for OLD ALABAMA RD; thence N $66^{\circ}04'22.3''$ W a distance of 23.66 feet back to the point of beginning.

Containing 0.417 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 8

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 141 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 36.41 feet left of and opposite Station 107+22.43 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 8°28'53.6" E a distance of 15.29 feet to a point 51.25 feet left of and opposite station 107+18.90 on said construction centerline laid out for OLD ALABAMA RD; thence N 88°13'04.5" E a distance of 9.14 feet to a point 55.00 feet left of and opposite station 107+26.88 on said construction centerline laid out for OLD ALABAMA RD; thence S 44°17'01.9" E a distance of 26.08 feet to a point 45.00 feet left of and opposite station 107+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°33'02.2" E a distance of 52.02 feet to a point 40.00 feet left of and opposite station 108+00.00 on said construction centerline laid out for OLD ALABAMA RD; thence southeasterly 108.30 feet along the arc of a curve (said curve having a radius of 1230.00 feet and a chord distance of 108.27 feet on a bearing of S 61°20'18.6" E) to the point 40.00 feet left of and opposite station 109+04.78 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 145.22 feet to a point 40.00 feet left of and opposite station 110+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 73°19'37.4" E a distance of 87.80 feet to a point 62.00 feet left of and opposite station 111+35.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 61.00 feet to a point 62.00 feet left of and opposite station 111+96.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 32.50 feet to a point 29.50 feet left of and opposite station 111+96.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°08'06.8" W a distance of 20.08 feet to a point 29.74 feet left of and opposite station 111+75.92 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°36'26.5" W a distance of 6.16 feet to a point 29.76 feet left of and opposite station 111+69.77 on said construction centerline laid out for OLD ALABAMA RD; thence N 47°30'21.8" W a distance of 11.85 feet to a point 32.09 feet left of and opposite station 111+58.14 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 0.66 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 0.66 feet on a bearing of N 48°06'43.0" W) to the point 32.21 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.71 feet to a point 53.92 feet left of and opposite station 111+57.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°48'57.5" W a distance of 18.00 feet to a point 53.92 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.23 feet to a point 32.70 feet left of and opposite station 111+39.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°44'10.3" W a distance of 13.31 feet to a point 32.72 feet left of and opposite station 111+26.19 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°43'42.8" W a distance of 48.90 feet to a point 32.79 feet left of and opposite station 110+77.30 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°39'00.5" W a distance of 7.57 feet to a point 32.81 feet left of and opposite station 110+69.73 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 12.48 feet along the arc of a curve (said curve having a radius of 31.00 feet and a chord distance of 12.40 feet on a bearing of N 70°11'14.3" W) to the point 30.37 feet left of and opposite station 110+57.57 on said construction centerline laid out for OLD ALABAMA RD; thence N 80°54'31.3" W a distance of 0.54 feet to a point 30.16 feet left of and opposite station 110+57.07 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°49'38.1" W a distance of 36.03 feet to a point 30.16 feet left of and opposite station 110+21.04 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°58'47.6" W a distance of 54.96 feet to a point 30.00 feet left of and opposite station 109+66.08 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°41'50.6" W a distance of 44.70 feet to a point 29.31 feet left of and opposite

station 109+21.39 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°28'30.7" W a distance of 40.06 feet to a point 29.78 feet left of and opposite station 108+81.90 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°31'44.8" W a distance of 18.59 feet to a point 30.04 feet left of and opposite station 108+63.77 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°45'25.3" W a distance of 5.95 feet to a point 30.27 feet left of and opposite station 108+57.97 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°24'52.2" W a distance of 5.79 feet to a point 30.25 feet left of and opposite station 108+52.32 on said construction centerline laid out for OLD ALABAMA RD; thence N 60°36'28.6" W a distance of 18.64 feet to a point 30.63 feet left of and opposite station 108+34.16 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°31'02.9" W a distance of 32.14 feet to a point 31.44 feet left of and opposite station 108+02.85 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°25'59.4" W a distance of 19.14 feet to a point 32.02 feet left of and opposite station 107+84.22 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°03'49.9" W a distance of 38.52 feet to a point 33.68 feet left of and opposite station 107+46.76 on said construction centerline laid out for OLD ALABAMA RD; thence N 53°36'49.7" W a distance of 6.09 feet to a point 35.04 feet left of and opposite station 107+40.99 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°03'49.9" W a distance of 19.17 feet back to the point of beginning.

Containing 0.151 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 9

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 141 and Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 29.24 feet left of and opposite Station 112+37.00 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 31°11'02.5" E a distance of 32.76 feet to a point 62.00 feet left of and opposite station 112+37.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 58°48'57.5" E a distance of 178.00 feet to a point 62.00 feet left of and opposite station 114+15.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 57°17'19.5" E a distance of 155.44 feet to a point 53.61 feet left of and opposite station 115+75.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 66°23'19.1" E a distance of 94.04 feet to a point 54.49 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence S 21°54'29.5" W a distance of 17.74 feet to a point 36.74 feet left of and opposite station 116+73.28 on said construction centerline laid out for OLD ALABAMA RD; thence N 86°19'22.1" W a distance of 20.20 feet to a point 30.27 feet left of and opposite station 116+53.62 on said construction centerline laid out for OLD ALABAMA RD; thence N 66°04'22.3" W a distance of 17.20 feet to a point 30.49 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 23°36'12.1" E a distance of 15.45 feet to a point 45.94 feet left of and opposite station 116+36.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 65°42'52.3" W a distance of 22.16 feet to a point 46.00 feet left of and opposite station 116+13.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 65°04'52.3" W a distance of 19.55 feet to a point 31.05 feet left of and opposite station 116+00.00 on said construction centerline laid out for OLD ALABAMA RD; thence N 63°28'48.4" W a distance of 32.15 feet to a point 31.35 feet left of and opposite station 115+67.03 on said construction centerline laid out for OLD ALABAMA RD; thence N 62°12'57.0" W a distance of 9.47 feet to a point 31.49 feet left of and opposite station 115+57.31 on said construction centerline laid out for OLD ALABAMA RD; thence N 51°41'43.8" W a distance of 13.15 feet to a point 33.96 feet left of and opposite station 115+44.05 on said construction centerline laid out for OLD ALABAMA RD; thence N 56°52'50.2" W a distance of 5.60 feet to a point 34.46 feet left of and opposite station 115+38.32 on said construction centerline laid out for OLD ALABAMA RD; thence N 61°25'13.2" W a distance of 60.12 feet to a point 33.55 feet left of and opposite station 114+76.53 on said construction centerline laid out for OLD ALABAMA RD; thence N 60°03'39.1" W a distance of 29.74 feet to a point 32.92 feet left of and opposite station 114+46.60 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°22'21.5" W a distance of 39.11 feet to a point 32.54 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 31°11'02.5" E a distance of 21.15 feet to a point 53.70 feet left of and opposite station 114+07.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°48'57.5" W a distance of 118.00 feet to a point 53.70 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence S 31°11'02.5" W a distance of 21.31 feet to a point 32.39 feet left of and opposite station 112+89.50 on said construction centerline laid out for OLD ALABAMA RD; thence N 58°49'36.0" W a distance of 3.03 feet to a point 32.39 feet left of and opposite station 112+86.47 on said construction centerline laid out for OLD ALABAMA RD; thence N 64°25'25.4" W a distance of 6.16 feet to a point 31.79 feet left of and opposite station 112+80.34 on said construction centerline laid out for OLD ALABAMA RD; thence N 69°50'10.9" W a distance of 12.70 feet to a point 29.36 feet left of and opposite station 112+67.87 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°01'31.4" W a distance of 30.87 feet back to the point of beginning.

Containing 0.199 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 10

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 71.61 feet left of and opposite Station 116+85.29 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 55°19'40.5" E a distance of 17.82 feet to a point 86.34 feet left of and opposite station 116+95.98 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°11'21.9" E a distance of 17.93 feet to a point 84.35 feet left of and opposite station 117+15.09 on said construction centerline laid out for OLD ALABAMA RD; thence S 86°10'27.4" W a distance of 30.72 feet back to the point of beginning.

Containing 0.003 acres more or less.

Project Number: TSPLOST Project No. TS0250

Project Name: Old Alabama Road Trail (Autrey Mill Road to Spruill Road)

TRACT 11

Temporary Easement

All that tract or parcel of land lying and being in Land Lot 144 of the 11 Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 52.04 feet left of and opposite Station 117+24.96 on the construction centerline of OLD ALABAMA RD on TSPLOST Project No. TS0250; running thence N 3°40'37.9" E a distance of 33.63 feet to a point 84.35 feet left of and opposite station 117+15.09 on said construction centerline laid out for OLD ALABAMA RD; thence S 63°11'21.9" E a distance of 32.92 feet to a point 80.00 feet left of and opposite station 117+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 72°01'21.7" E a distance of 93.79 feet to a point 77.00 feet left of and opposite station 118+50.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 79°42'34.8" E a distance of 140.73 feet to a point 77.42 feet left of and opposite station 120+00.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 84°44'26.6" E a distance of 182.57 feet to a point 78.00 feet left of and opposite station 121+85.00 on said construction centerline laid out for OLD ALABAMA RD; thence S 59°43'36.1" E a distance of 89.87 feet to a point 40.00 feet left of and opposite station 122+66.44 on said construction centerline laid out for OLD ALABAMA RD; thence S 84°44'26.6" E a distance of 151.27 feet to a point 40.00 feet left of and opposite station 124+17.71 on said construction centerline laid out for OLD ALABAMA RD; thence S 8°08'40.4" W a distance of 9.51 feet to a point 30.51 feet left of and opposite station 124+17.23 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°24'54.1" W a distance of 34.27 feet to a point 30.70 feet left of and opposite station 123+82.96 on said construction centerline laid out for OLD ALABAMA RD; thence N 85°33'01.4" W a distance of 49.56 feet to a point 30.00 feet left of and opposite station 123+33.41 on said construction centerline laid out for OLD ALABAMA RD; thence N 85°00'24.0" W a distance of 59.40 feet to a point 29.73 feet left of and opposite station 122+74.02 on said construction centerline laid out for OLD ALABAMA RD; thence N 84°30'11.1" W a distance of 29.54 feet to a point 29.85 feet left of and opposite station 122+44.48 on said construction centerline laid out for OLD ALABAMA RD; thence N 59°55'45.9" W a distance of 92.60 feet to a point 68.70 feet left of and opposite station 121+60.43 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 42.99 feet along the arc of a curve (said curve having a radius of 61.00 feet and a chord distance of 42.10 feet on a bearing of N 80°07'06.7" W) to the point 72.10 feet left of and opposite station 121+18.46 on said construction centerline laid out for OLD ALABAMA RD; thence southwesterly 153.65 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 151.97 feet on a bearing of N 85°35'09.7" W) to the point 67.62 feet left of and opposite station 119+62.33 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 53.34 feet along the arc of a curve (said curve having a radius of 161.00 feet and a chord distance of 53.09 feet on a bearing of N 80°21'17.4" W) to the point 67.26 feet left of and opposite station 119+06.23 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 114.24 feet along the arc of a curve (said curve having a radius of 299.00 feet and a chord distance of 113.55 feet on a bearing of N 78°53'58.9" W) to the point 61.44 feet left of and opposite station 117+86.69 on said construction centerline laid out for OLD ALABAMA RD; thence northwesterly 37.66 feet along the arc of a curve (said curve having a radius of 111.00 feet and a chord distance of 37.48 feet on a bearing of N 77°40'23.7" W) to the point 57.97 feet left of and opposite station 117+47.51 on said construction centerline laid out for OLD ALABAMA RD; thence N 86°19'22.1" W a distance of 22.37 feet back to the point of beginning.

Containing 0.220 acres more or less.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0348

Meeting Date: 5/17/2023

Department

Public Works

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

Request approval of a recommended proposal - Department of Public Works 22RFP058A-CJC, Laboratory Information Management Systems in an amount not to exceed \$117,105.00 with Ethosoft, Inc. (Norcross, GA) to provide a Laboratory Information Management System. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the sooner of (a) a period of 24 months; (b) Final Acceptance; or (c) the Agreement is terminated as provided herein.

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

In accordance with the Purchasing Code Sections 102-374, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

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

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 recommends the BOC approve a contract with Ethosoft, Inc., to provide a Laboratory Information Management System (LIMS), which will be used to manage laboratory data of the County's National Pollutant Discharge Elimination System (NPDES) and Water Distribution permits. A LIMS is a database application that manages laboratory data.

The proposed LIMS will replace an existing antiquated LIMS and various paper-based systems with

one that meets new and existing environmental regulatory requirements. The system will support County staff in the delivery of County services and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of the County's business processes. Decreased data turnaround times, increased laboratory productivity, and increased data accuracy are expected outcomes. A better LIMS product will translate into better regulatory compliance and financial savings for the County.

Scope of Work: To obtain a LIMS capable of fulfilling the information management requirements of an American Association for Laboratory Accreditation (A2LA) accredited laboratory or National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory. The LIMS will be utilized at the Big Creek and Camp Creek Laboratories. The LIMS will track, manage, and report samples processed at Fulton County and subcontracted laboratories. The LIMS will achieve the following:

1. Provide improved accuracy and timeliness to the laboratory's internal data handling and client data reporting.
2. Add a mobile/field solution allowing staff to enter data in the field on an electronic device, eliminating paper-based systems.
3. Procure and implement a user-friendly system that empowers laboratory staff to improve business processes.
4. Improve functionality for LIMS instrument interfaces, electronic data reporting, test scheduling, and chemical reagent inventory maintenance.
5. Align with the County's best practices IT security protocol with a cloud-based LIMS solution.
6. Allow interfacing with the County's GIS by having a GIS-capable engine and the ability to consume ESRI GIS REST services.
7. Improve the quality and accessibility of information for decision support.
8. Reduce redundant data entry, storage, and paper processing.
9. Improve Quality Assurance (QA) and Quality Control (QC) processes.
10. Retire existing legacy and back-office systems and tools.

This is a new system and in accordance with Purchasing Code Section 102-386 regarding intellectual property the anticipated useful life of the intellectual property is a minimum of 10 years and the anticipated annual cost for maintenance and support agreement, service agreement and licensing fees in order to maintain the intellectual property over its useful life is estimated to be \$30,000.00 annually beginning in 2024.

Community Impact: The County requires a LIMS to acquire, store, analyze, and report laboratory

data/metadata of its NPDES and Water Distribution permits. Maintaining this system is critical in producing and reporting technically valid and reliable laboratory data. Failure to produce and report accurate laboratory data could leave the County subject to fines, consent orders, and penalties levied by Georgia's Department of Natural Resources Environmental Protection Division and the U.S. Environmental Protection Agency.

Department Recommendation: The Department of Public Works recommends approval.

Project Implications: A successful LIMS implementation would leave the County better off for the reasons stated above.

Community Issues/Concerns: Constituents and/or clients have raised no issues/concerns concerning the agenda item.

Department Issues/Concerns: There are no additional department recommendations or concerns related to funding, staffing, external and internal partnerships, and operational inefficiencies.

Contract Modification: This is a new procurement.

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

Contract Value: \$117,105.00
Prime Vendor: Ethosoft, Inc.
Prime Status: *Non-Minority*
Location: Norcross, GA
County: Gwinnett County
Prime Value: \$117,105.00 or 100.00%
Total Contract Value: \$117,105.00 or 100.00%
Total Certified Value: \$0

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

Exhibit 1: Evaluation Committee Recommendation Letter
Exhibit 2: Contractor Performance Memo

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

Roy Barnes, Deputy Director, 404-612-6317

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$117,105.00
TOTAL: \$117,105.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

201-540-5488-1160: Water Services, Public Works, Professional Services - \$117,105.00.

Key Contract Terms	
Start Date: Click here to enter a date.	End Date: Click here to enter a date.
Cost Adjustment:	Renewal/Extension Terms: Click here to enter text.

Overall Contractor Performance Rating: N/A, New Contractor**Would you select/recommend this vendor again?**

Choose an item.

Report Period Start:
N/A**Report Period End:**
N/A



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Director
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: March 14, 2023

PROJECT: 22RFP058A-CJC, Laboratory Information Management Systems

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

Five (5) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Ethosoft, Inc.
2. Accelerated Technology Laboratories
3. ABN Innovations, LLC.
4. Clinisys, Inc.
5. International System Strategies

After review of the technical proposal the following firms were short-listed:

1. Ethosoft, Inc.
2. Accelerated Technology Laboratories

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Ethosoft, Inc. with a total score of 90.50, is the recommended vendor for the award of 22RFP058A-CJC, Laboratory Information Management Systems.

Evaluation Committee Recommendation Letter

March 14, 2023

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

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

Patrick Person

5F74DB21B9C847C...

Patrick Person, Water Quality Manager
Public Works

DocuSigned by:

Roy Barnes

42C4D69F71C34BA...

Roy Barnes, Deputy Director
Public Works

DocuSigned by:

Brandon R Faye

62F09D80AD1C420...

Brandon Faye, Information System Manager
Fulton County Information Technology

Evaluation Committee Recommendation Letter

March 14, 2023

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EVALUATION CRITERIA	WEIGHT	<i>Accelerated Technology Laboratories</i>	<i>Ethosoft, Inc.</i>
Technical Approach	35.0%	29.17%	35.00%
Qualifications of Key Personnel	18.0%	15.00%	18.00%
Relevant Project Experience/Past Performance	25.0%	20.83%	22.92%
Availability of Key Personnel	5.0%	4.58%	4.58%
Local Preference	5.0%	0.0%	0.0%
Service disabled Veterans Preference	2.0%	0.0%	0.0%
Cost	10.0%	9.54%	10.0%
TOTAL SCORE:	100.0%	79.12%	90.50%

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: April 21, 2023
SUBJECT: Contractor Performance Memo

The Contractor listed below has not provided services to or for the Fulton County Department of Public Works.

Project: Laboratory Information Management Systems

Project #: 22RFP058A-CJC

Contractor: Ethosoft, Inc
6050 Peachtree Pkwy, Suite 240 #249
Norcross, GA 30092

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works *R. O. B.* 4-24-23
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0349

Meeting Date: 5/17/2023

Department

Public Works

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

Request approval of the lowest responsible bidder - Department of Public Works, 23ITB137397A-KM, Sewer System Cleaning and Manhole Camera Inspection Services in an amount not to exceed \$550,000.00 with Woolpert, Inc. (Atlanta, GA) to provide sewer system cleaning and manhole camera inspection services. Effective upon BOC approval through December 31, 2023 with two renewal options.

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

In accordance with Purchasing Code Section 102-373, all competitive sealed bids of more than \$100,000 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 requests approval of the lowest responsible bidder, Woolpert, Inc., to provide sewer system cleaning and manhole camera inspection services.

Scope of Work: This contract will provide CCTV inspections of sewer lines and manholes, smoke testing, dye testing of the sanitary sewer collection system, and sewer system cleaning services by removing blockages from within the publicly maintained sanitary sewer lines for the Department of

Public Works in the North and South Fulton sanitary sewer service areas.

Community Impact: This contract assists in keeping our sanitary sewers free from foreign materials (grease & debris) which often lead to sewer spills. The inspection of collection system will also assist us in identifying rainfall-derived infiltration and inflow (RDI/I) which can erode manholes and pipes, cause dirt and sand buildup, and uses up sewer capacity which can lead to blockage and structural defects. Not only will this contract protect the health and welfare of our citizens, but our community and surrounding environment as well. In addition, this contract will assist us in locating structural defects in our system.

Department Recommendation: The Department of Public Works requests approval.

Funding for this contract was budgeted for \$550,000.00 FY 2023. The Bid Form provides for the County to decrease or increase the quantities and should the quantities be decreased the Bidder (Contractor) understands that payment will be made on the basis of the actual quantities at the unit price bid.

Project Implications: This service ensures that sanitary sewer pipes are cleaned and maintained, preventing sewer spills and structural failure.

Community Issues/Concerns: None have been raised to Public Works staff.

Department Issues/Concerns: No issues or concerns are known to Public Works staff.

Contract Modification: New Procurement

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

Contract Value: \$550,000.00
Prime Vendor: Woolpert, Inc.
Prime Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Prime Value: \$427,680.00 or 77.76%

Subcontractor: Solutions by JAW, LLC
Subcontractor Status: DBE (African American Male)
Location: Lithonia, GA
County: DeKalb County
Contract Value: \$111,320.00 or 20.24%

Subcontractor: Amtec Surveying, Inc.
Subcontractor Status: Non-Minority
Location: Atlanta, GA
County: Fulton County
Contract Value: \$11,000.00 or 2.00%

Agenda Item No.: 23-0349

Meeting Date: 5/17/2023

Total Contract Value: \$550,000.00 or 100.00%

Total Certified Value: \$111,320.00 or 20.24%

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

Exhibit 1: Recommendation Letter

Exhibit 2: Bid Tabulation Sheet

Exhibit 3: Contractor Performance Memo

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

Roy Barnes, Deputy Director, Public Works, 404-612-6713

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00

Previous Adjustments: \$ 0.00

This Request: \$550,000.00

TOTAL: \$550,000.00

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:

201-540-5459-1160: Water & Sewer Revenue, Public Works, Professional Services - \$275,000.00

Funding Line 2:

201-540-5469-1160: Water & Sewer Revenue, Public Works, Professional Services - \$275,000.00

Key Contract Terms	
Start Date:	End Date: 12/31/2023
Cost Adjustment: .	Renewal/Extension Terms: Tv renewal options

Overall Contractor Performance Rating: N/A, New Contractor

Would you select/recommend this vendor again?

Choose an item.

Report Period Start:

N/A

Report Period End:

N/A

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: April 11, 2023
SUBJECT: 23ITB137397A-KM, Sewer System Cleaning and Manhole Camera Inspection Services

On April 11, 2023, the Department of Purchasing opened the subject quote. There were four (4) responses. Woolpert, Inc. provided the overall lowest responsive and responsible bid.

Therefore, the Department of Public Works is recommending award to the overall lowest responsive and responsible bidder, Woolpert, Inc., in the amount not to exceed \$550,000.00.

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director Public Works *R.O.B. 4-11-23*
 Gerald Pace, Deputy Director, Administration, Public Works
 Andrenette Whitlow, Material Management Mgr., Public Works *AW*
 Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing

BID TAB									
BID NUMBER/QUOTE #: 231TB137397A-KM				OPENING DATE:		4/11/2023		PAGE NUMBER: 1	
Description: Provide sewer system cleaning and manhole camera inspection services									
REQUESTING DEPARTMENT: DEPARTMENT OF PUBLIC WORKS									
231TB137397A-KM, Sewer System Cleaning and Manhole Camera Inspection Services				VENDOR NAME		CONTACT			
				Woolpert		Video Industrial Services			
				ADDRESS		ADDRESS			
				375 Northridge Road, Suite 300		7721 2nd Ave N Birmingham, AL			
				TELEPHONE:		TELEPHONE			
				704-526-3058		205-798-0300			
				EMAIL:		EMAIL:			
				flint.holbrook@woolpert.com					
				CONTACT:		CONTACT:			
				Flint Holbrook		Drew Mahan			
		UNIT \$	TOTAL	UNIT \$	TOTAL				
1	Clean (normal) per the specifications 8" to 12" sewers	L.F.	60,000	\$ 0.85	\$ 51,000.00	\$ 1.50	\$ 90,000.00		
2	Clean (normal) per the specifications 13" to 18" sewers	L.F.	10,000	\$ 1.25	\$ 12,500.00	\$ 2.00	\$ 20,000.00		
3	Clean (normal) per the specifications 19" to 27" sewers	L.F.	20,000	\$ 1.25	\$ 25,000.00	\$ 3.00	\$ 60,000.00		
4	Clean (normal) per the specifications 30" to 36" sewers	L.F.	12,000	\$ 1.50	\$ 18,000.00	\$ 4.00	\$ 48,000.00		
5	Clean (normal) per the specifications 42" to 48" sewers	L.F.	10,000	\$ 1.50	\$ 15,000.00	\$ 5.00	\$ 50,000.00		
6	Clean (normal) per the specifications 54" to 60" sewers	L.F.	2,500	\$ 1.75	\$ 4,375.00	\$ 6.00	\$ 15,000.00		
Heavy Cleaning					\$ -		\$ -		
7	Clean (heavy) per the specifications 8" to 12" sewers	L.F.	2,500	\$ 2.00	\$ 5,000.00	\$ 2.50	\$ 6,250.00		
8	Clean (heavy) per the specifications 13" to 18" sewers	L.F.	1,500	\$ 2.20	\$ 3,300.00	\$ 5.00	\$ 7,500.00		
9	Clean (heavy) per the specifications 19" to 27" sewers	L.F.	2,000	\$ 3.00	\$ 6,000.00	\$ 10.00	\$ 20,000.00		
10	Clean (heavy) per the specifications 30" to 36" sewers	L.F.	2,000	\$ 3.00	\$ 6,000.00	\$ 20.00	\$ 40,000.00		
11	Clean (heavy) per the specifications 42" to 48" sewers	L.F.	2,000	\$ 4.75	\$ 9,500.00	\$ 25.00	\$ 50,000.00		
12	Clean (heavy) per the specifications 54" to 60" sewers	L.F.	2,000	\$ 5.50	\$ 11,000.00	\$ 35.00	\$ 70,000.00		
13	Clean Manholes per the specifications	Vertical ft	300	\$ 29.50	\$ 8,850.00	\$ 5.00	\$ 1,500.00		
14	Clean Manholes – Remove stabilized debris	Per Manhole	100	\$ 155.00	\$ 15,500.00	\$ 500.00	\$ 50,000.00		
CCTV – Camera Inspection					\$ -		\$ -		
15	Sewer Line TV Inspection Up to 12"	L.F.	80,000	\$ 1.20	\$ 96,000.00	\$ 2.50	\$ 200,000.00		
16	Sewer Line TV Inspection 13" to 18"	L.F.	15,000	\$ 1.35	\$ 20,250.00	\$ 2.50	\$ 37,500.00		
17	Sewer Line TV Inspection 19" to 27"	L.F.	60,000	\$ 1.70	\$ 102,000.00	\$ 2.50	\$ 150,000.00		
18	Sewer Line TV Inspection 30" to 36"	L.F.	30,000	\$ 1.75	\$ 52,500.00	\$ 3.00	\$ 90,000.00		
19	Sewer Line TV Inspection 42" to 48"	L.F.	15,000	\$ 2.00	\$ 30,000.00	\$ 3.00	\$ 45,000.00		
20	Sewer Line TV Inspection 54" to 60"	L.F.	3,000	\$ 2.20	\$ 6,600.00	\$ 3.50	\$ 10,500.00		
21	TISCIT Inspection - 24" to 36"	L.F.	1,000	\$ 4.26	\$ 4,260.00	\$ 6.00	\$ 6,000.00		
22	TISCIT Inspection - 42" – 48"	L.F.	1,000	\$ 4.37	\$ 4,370.00	\$ 6.00	\$ 6,000.00		
23	TISCIT Inspection - 54" - 60"	L.F.	1,000	\$ 4.60	\$ 4,600.00	\$ 6.00	\$ 6,000.00		
Manhole Inspections					\$ -		\$ -		
24	Manhole Condition Assessment (MACP Level 1)	Per Manhole	1,000	\$ 65.00	\$ 65,000.00	\$ 75.00	\$ 75,000.00		
25	Manhole Condition Assessment (MACP Level 2) - Pole Cam Inspections	Per Manhole	100	\$ 115.00	\$ 11,500.00	\$ 100.00	\$ 10,000.00		
Smoke Testing					\$ -		\$ -		
26	Smoke Test Leak Detection 8" to 12"	L.F.	10,000	\$ 0.48	\$ 4,800.00	\$ 0.60	\$ 6,000.00		
27	Smoke Test Leak Detection 13" to 18"	L.F.	2,500	\$ 0.48	\$ 1,200.00	\$ 0.60	\$ 1,500.00		
28	Smoke Test Leak Detection 20" to 24"	L.F.	1,000	\$ 0.48	\$ 480.00	\$ 0.60	\$ 600.00		
29	Smoke Test Leak Detection 30" to 36"	L.F.	1,000	\$ 0.48	\$ 480.00	\$ 0.60	\$ 600.00		
GRAND TOTAL:					\$595,065.00		\$1,172,950.00		
BIDS MAILED					NO RESPONSE:		ASSISTANT PURCHASING AGENT:		
BIDS RECEIVED:					NO-BIDS:		CHIEF ASSISTANT:		
							DEPT. AUTHORIZATION:		

**DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM**



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director *DC*
DATE: April 19, 2023
SUBJECT: Contractor Performance Memo – 23ITB137397A-KM

The Contractor listed below has not provided this service to the Fulton County Public Works Department since 2020. We haven't had the opportunity to evaluate this vendor on their current performance.

Project: Sewer System Cleaning and Manhole Camera Inspection Services
Project #: 23ITB137397A-KM
Contractor: Woolpert, Inc.
375 Northridge Road, Suite 300
Atlanta, GA 30350
(704) 526-3058

If you require additional information, please contact David Clark 404-612-2804.

cc: Roy Barnes, Deputy Director, Public Works
Gerald Pace, Deputy Director, Administration, Public Works
Andrenette Whitlow, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0350

Meeting Date: 5/17/2023

Department

Community Development

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

Request approval of the 2023 Community Services Program (CSP) Evaluation Committee's recommendations in the amount of \$6,863,958.00 to the non-profits identified in Attachment "A". CSP funding will support the delivery of essential community services to Fulton County residents in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness, Homelessness; and Senior Services.

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

Pursuant to O.C.G.A. Sec. 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 Sec. 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 ☐

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 CSP program is the County's principal avenue for funding social services programs pursuant to the County's Strategic Plan.

Community Impact: CSP funding will support the delivery of essential community services to Fulton County residents countywide in the areas of: Children and Youth Services; Disabilities; Economic Stability/Poverty; Health and Wellness; Homelessness; and Senior Services.

Department Recommendation: The Department of Community Development request approval of the 2023 Community Services Program (CSP) Evaluation Committee's recommendations in the amount of \$6,863,958.00.

Project Implications: General funding in the amount of \$6,863,958.00 for Community Services Program funding was approved by the Fulton County Board of Commissioners at the January 18, 2023 Recess meeting (Agenda item# 23-0044).

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: \$6,863,958.00

Fiscal Impact / Funding Source

Funding Line 1:

100-121-CSG2-1160

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
1	21st Century Leaders, Inc.	Leadership Connect: 21CLub Immersive Experience	Economic Stability/Poverty	\$40,000.00
2	24/7 Gateway, LLC	Gateway Center's Emergency Lodging Assistance	Homelessness	\$40,000.00
3	Agape Community Center, Inc.	Agape Youth & Family Center In-School and Out-of-School Programs	Children and Youth Services	\$70,903.00
4	Andrew P. Stewart Center Inc.	After School Program	Children and Youth Services	\$25,000.00
5	ANIZ, INC	AFLASH	Health and Wellness	\$50,000.00
6	Antioch Urban Ministries Inc.	Serving Our Seniors - S.O.S.	Senior Services	\$30,000.00
7	Ascensa Health, Inc.	Residential Treatment Programs at Ascensa Health	Health and Wellness	\$80,000.00
8	Atlanta Center for Self Sufficiency, Inc.	CareerWorks	Economic Stability/Poverty	\$55,000.00
9	Atlanta Community Food Bank	Gap Services for Seniors: Providing seniors with public benefits screening, application assistance	Senior Services	\$35,000.00
10	Atlanta Court Appointed Special Advocates (CASA), Inc.	Atlanta Court Appointed Special Advocates (CASA), Inc Child and Family Advocacy Program	Children and Youth Services	\$75,000.00
11	Atlanta Legal Aid Society, Inc.	Fulton County Seniors Program	Senior Services	\$46,157.00
12	Atlanta Music Project, Inc.	FY23 Atlanta Music Project	Children and Youth Services	\$25,000.00
13	Atlanta Urban Squash, Inc	A+ Squash Youth Development Program: Academics + Fitness + Citizenship	Children and Youth Services	\$25,000.00
14	Atlanta Victim Assistance Inc	Safety 1st: Violence Prevention Initiative for Youth	Children and Youth Services	\$55,000.00
15	Auditory Verbal Center Inc.	Auditory-Verbal Therapy services for uninsured and under-insured hearing disabled children, ages	Disabilities	\$50,117.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
16	Automotive Training Center Corporation	Equipping at-risk Fulton County teens and young adults with training and job placement in the	Economic Stability/Poverty	\$25,000.00
17	Big Brothers Big Sisters of Metro Atlanta	Helping Youth Build Academic & Social/Emotional Skills and Become Self-	Children and Youth Services	\$55,000.00
18	Boys & Girls Clubs of Metro Atlanta	Holistic Youth Development Programming in Fulton County Boys & Girls Clubs	Children and Youth Services	\$75,000.00
19	Breakthrough Atlanta	Breakthrough Atlanta High School Readiness	Children and Youth Services	\$25,000.00
20	Buckhead Christian Ministry	Emergency Assistance Program	Economic Stability/Poverty	\$55,000.00
21	C5 Youth Foundation of Georgia	Youth Development and economic opportunity through college and career readiness	Children and Youth Services	\$30,000.00
22	Camp Kudzu Inc.	Education and Disease Management for Children & Teens with Type 1 Diabetes (T1D)	Health and Wellness	\$70,716.00
23	Camp Village, Inc.	Camp Village, Inc.	Children and Youth Services	\$35,000.00
24	CaringWorks, Inc	CaringWorks Supportive Housing	Homelessness	\$65,000.00
25	Center for Black Women's Wellness	Wellness Program	Health and Wellness	\$60,000.00
26	Center for the Visually Impaired	CVI Services for Fulton County Seniors and Older Adults Impacted by Vision Loss	Senior Services	\$25,000.00
27	Central Outreach and Advocacy Center	Supportive Services for People Experiencing Homelessness	Homelessness	\$30,000.00
28	Champions Community Foundation	CCF - Titans Program Support	Disabilities	\$50,000.00
29	Chattahoochee Nature Center, Inc.	Connecting Los Ninos with Nature	Children and Youth Services	\$55,000.00
30	CHRIS 180	Promise to Hope Housing Stabilization Program	Economic Stability/Poverty	\$50,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
31	Citizen Advocacy of Atlanta & DeKalb, Inc	Citizen Advocacy: Inclusion Matters	Disabilities	\$35,000.00
32	City of Refuge, Incorporated	COR City School Afterschool & Summer Program	Children and Youth Services	\$35,000.00
33	Clubhouse Atlanta	Clubhouse Atlanta's Recovery Through Work Program	Disabilities	\$35,000.00
34	Communities In Schools of Atlanta	Communities In Schools of Atlanta's Dropout Prevention Program in 19 Fulton County Schools	Children and Youth Services	\$65,000.00
35	Community Assistance Center	Emergency Assistance Program	Economic Stability/Poverty	\$85,000.00
36	Covenant House Georgia, Inc.	Housing Solutions for Youth Experiencing Homelessness	Homelessness	\$75,000.00
37	Create Your Dreams	Five Core Programs + Two Funds for SUCCESS 2023	Economic Stability/Poverty	\$70,000.00
38	Crossroads Community Ministries, Inc.	Door-To-Door Housing Program	Homelessness	\$35,000.00
39	Diabetes Association of Atlanta, Inc.	The Diabetes Prevention and Control Program	Health and Wellness	\$60,000.00
40	Disability Action Center of Georgia Inc., D.B.A. disABILITY LINK	Empowering Our Youth (EOY) Locating Avenues Through Peer Support (LEAPS);	Disabilities	\$35,000.00
41	Do Goodr Foundation	Home Grocery Delivery for Seniors	Senior Services	\$25,000.00
42	East Atlanta Kids Club	East Atlanta Kids Club	Children and Youth Services	\$30,000.00
43	Easter Seals North Georgia, Inc.	Early Education and Care Program	Children and Youth Services	\$75,000.00
44	Educational Advisory Foundation	Foundations Reading and Math Program	Children and Youth Services	\$25,000.00
45	Empowerment Resource Center, Inc.	Integrated Care Program	Health and Wellness	\$35,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
46	enAble of Georgia, Inc. dba InCommunity	Development and Independence of Persons with Intellectual/Developmental Disabilities (IDD)	Disabilities	\$50,000.00
47	Erin's Hope for Friends	Erin's Hope for Friends: e's Club Small Group Expansion	Children and Youth Services	\$50,000.00
48	Essential2Life	FIFTEEN Program - at-risk youth leadership and life skills development program for South Atlanta	Children and Youth Services	\$25,000.00
49	Every Woman Works, Inc.	Winning at Life with Work	Economic Stability/Poverty	\$25,000.00
50	Families First, Inc.	Families First Navigator Model - Building Resiliency Community Services Program	Homelessness	\$65,000.00
51	Favor House, Inc.	It Takes A Village	Children and Youth Services	\$25,000.00
52	FCS Focused Community Strategies	Building a Flourishing Community in South Atlanta	Economic Stability/Poverty	\$30,000.00
53	First Step Staffing, Inc.	First Step Staffing Sustainable Work Program	Economic Stability/Poverty	\$25,000.00
54	Franklin Pond Chamber Music, Inc.	Franklin Pond Chamber Music	Children and Youth Services	\$25,000.00
55	Frazer Center	Inclusion Services for Children and Adults with Disabilities Residing in Fulton County	Disabilities	\$35,000.00
56	Friends of Atlanta Urban Food Forest at Browns Mill Park Community	Kiddie Kollege & Chartering New Roads ? Youth Edition	Children and Youth Services	\$25,000.00
57	Friends of Disabled Adults and Children, Too!, Inc.	Home Medical Equipment Program	Disabilities	\$54,000.00
58	Furniture Bank of Metro Atlanta, Inc	Furniture Bank - Making a House a Home	Homelessness	\$55,000.00
59	Future Seekers, Inc.	The Future Seekers Builders of Youth Program	Children and Youth Services	\$55,000.00
60	Gaming Cxmmunity Co.	Gaming and Esports Readiness Programming	Children and Youth Services	\$25,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
61	Georgia Center for Child Advocacy, Inc.	Trauma-Informed Therapies & Services that Address Childhood Abuse and Trauma	Children and Youth Services	\$30,000.00
62	Georgia Center for Youth Excellence	Safe House Permanent Supportive Housing for Youth Program	Homelessness	\$25,000.00
63	Georgia Radio Reading Service, Inc.	GaRRS Radio Broadcast	Disabilities	\$40,000.00
64	Gilgal, Inc.	Recovery and Workforce Development Program	Homelessness	\$30,000.00
65	Hands On Atlanta Inc.	Hands On Atlanta Education Programs	Children and Youth Services	\$65,000.00
66	Harvest Rain Early Learning Academy	Harvest Rain Academy: Programs for Children and Youth Development	Children and Youth Services	\$85,000.00
67	Hillside, Inc.	Connecting Communities Mental Health Program: Ashley Cascade Site	Children and Youth Services	\$75,000.00
68	Horizons Atlanta, Inc.	Horizons Atlanta: Increasing student success in literacy, and life-skills through innovative	Children and Youth Services	\$40,000.00
69	HOSEA FEED THE HUNGRY AND HOMELESS, INC.	Homeless Prevention and Food Assistance Program	Economic Stability/Poverty	\$85,000.00
70	House of Cherith, Inc.	House of Cherith Residential Recovery Services for Survivors of Trafficking and Exploitation	Homelessness	\$50,000.00
71	HouseProud Atlanta, Inc.	HouseProud Atlanta - No Coast Repairs for Seniors and Veterans	Senior Services	\$25,000.00
72	Innovative Solutions for Disadvantage and Disability, Inc.	Project GRANDD (Grandparents Raising And Nurturing Dependents with Disabilities) -	Senior Services	\$40,000.00
73	Integrity Transformations Community Development Corporation	Providing Westside Residents with Employment and Work-Readiness Skills (2023	Economic Stability/Poverty	\$25,000.00
74	Intown Collaborative Ministries	Intown Collaborative Ministries Homeless Services Program	Homelessness	\$30,000.00
75	Jewish Family & Career Services	Older Adult Case Management and Supportive Service Program	Senior Services	\$60,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
76	L.E.A.D., INC.	L.E.A.D. Ambassador Black Male Youth Development Program	Children and Youth Services	\$30,000.00
77	Latin American Association	Latino Homeless Prevention Program	Economic Stability/Poverty	\$40,000.00
78	Learn To Grow, Inc.	Stay Drug Free Youth Program	Children and Youth Services	\$30,000.00
79	Lekotek of Georgia	Lekotek Play/Learning Program	Disabilities	\$35,000.00
80	Literacy Action, Inc.	2023 Adult Basic Education, Literacy & Work Readiness Services for Fulton County Residents	Economic Stability/Poverty	\$50,000.00
81	Los Ninos Primero Inc	Year-Round Education, Leadership, and Enrichment Programs for Low-Income Latino	Children and Youth Services	\$85,000.00
82	Making A Way Housing, Inc	Favored To Win! Employment Services Program 2023	Economic Stability/Poverty	\$40,000.00
83	Martin Luther King Sr. Community Resources Collaborative	Journey to Economic Mobility	Economic Stability/Poverty	\$25,000.00
84	Mary Hall Freedom Village, Inc.	Freedom Village Homeless Services	Homelessness	\$65,000.00
85	Meals On Wheels Atlanta	Major Home Repairs for Seniors	Senior Services	\$40,000.00
86	Men Stopping Violence	Men's Education Program in Fulton County	Health and Wellness	\$30,000.00
87	Mental Fitness 21st Century Learning, Inc.	Mental Fitness STEAM Academy: reversing negative trends to promote successful life	Children and Youth Services	\$60,000.00
88	Mercy Housing Southeast	Nutrition and Behavioral Health Support for Affordable Housing Residents	Health and Wellness	\$35,000.00
89	Metro Atlanta Recovery Residences	Right Side Up's (RSU) Therapeutic Child Care (TCC) and Job Readiness Program	Children and Youth Services	\$65,000.00
90	Midtown Assistance Center, Inc.	Homeless Prevention - Rent and Utility Assistance 2023	Economic Stability/Poverty	\$85,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
91	Music Education Group (MEG)	22242 - 2023 Community Services Program 23RFP010923C-MH	Children and Youth Services	\$45,000.00
92	National Incarceration Association, Inc.	The National Incarceration Association's Whole-Way Housing Initiative	Economic Stability/Poverty	\$25,000.00
93	Nehemiah Project Community Development Corporation	Nehemiah Project Senior Home Repair Program	Senior Services	\$50,000.00
94	Nicholas House, Inc	Homeless Family Housing and Self Sufficiency Program	Homelessness	\$84,553.00
95	Nobis Works, Inc.	Early Youth Employment Services (EYES) for Fulton County Students with Disabilities	Disabilities	\$35,000.00
96	North Fulton Child Development Association	Bright Futures for Fulton County Children	Children and Youth Services	\$85,000.00
97	North Fulton Community Charities, Inc.	Improving Financial Stability of North Fulton Residents	Economic Stability/Poverty	\$85,000.00
98	North Metro Miracle League Inc.	Provide experiential programming for child and youth with disabilities focused on healthier more	Disabilities	\$35,000.00
99	Odyssey Family Counseling Center	School and Community-Based Mental Health Program: Access to mental health services for	Children and Youth Services	\$45,000.00
100	Odyssey, Inc.	Odyssey 2023	Children and Youth Services	\$68,000.00
101	Our House, Inc.	Comprehensive Interrelated Services for Families Experiencing Homelessness	Economic Stability/Poverty	\$50,000.00
102	Partnership Against Domestic Violence (PADV)	Domestic Violence Shelter for Adults and Children in Fulton County	Homelessness	\$75,000.00
103	Per Scholas	Per Scholas Atlanta IT Career Training: Improving Economic Stability for Fulton County	Economic Stability/Poverty	\$25,000.00
104	Premier Academy, Inc.	Childhood Acute Mental Health Program (CAMP)	Children and Youth Services	\$40,000.00
105	PUSH Ministry Inc	PUSH Ministry M.O.V.E.S. Program: Mobile Off-Grid Village of Emergency Shelter	Homelessness	\$25,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
106	Quest Community Development Organization	Quest Supportive Services Program	Homelessness	\$30,000.00
107	Raising Expectations Inc.	Raising Expectations School Year Program: Project D.R.E.A.M. & Project STEMWARE	Children and Youth Services	\$35,000.00
108	Raksha Inc.	Housing Assistance for South Asian Survivors of Domestic & Sexual Violence	Homelessness	\$50,000.00
109	Reach Out and Read Inc.	Fulton County Learning Success Initiative	Children and Youth Services	\$25,000.00
110	Restore Life, Inc.	Bankhead Youth Renaissance	Children and Youth Services	\$25,000.00
111	Revved Up Kids, Inc.	Protecting Fulton's Children & Teens from Sexual Abuse & Trafficking	Children and Youth Services	\$25,000.00
112	SafeHouse Outreach	Homelessness Services for Fulton County Residents	Homelessness	\$25,000.00
113	Saint Joseph's Mercy Care Services, Inc.	Recuperative Care for the Homeless Program	Homelessness	\$35,000.00
114	Self-Discovery: Pain, Positioning & Purpose, Inc.	SDp3 Fulton County Community Mental Health and Wellness Initiative	Health and Wellness	\$30,000.00
115	Senior Services North Fulton	Transportation Options for Seniors	Senior Services	\$70,000.00
116	Ser Familia, Inc.	Toward COVID Recovery and Self-Sufficiency for Latino Families in Fulton County	Homelessness	\$30,000.00
117	Shelters to Shutters	Shelters to Shutters (Atlanta Region) Housing and Job Placement Program	Economic Stability/Poverty	\$25,000.00
118	Sickle Cell Foundation of Georgia	Georgia Community Connections Program	Health and Wellness	\$65,000.00
119	SKIP Georgia Chapter, Inc (Save Kids of Incarcerated Parents)	SKIP Scholars Creative Mentoring Program	Children and Youth Services	\$25,000.00
120	Soccer in the Streets	StationSoccer Youth Services	Children and Youth Services	\$31,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
121	Solomons Temple Foundation Inc	Quarterbacking Housing Transition Navigation Services for Vulnerable, Sheltered Families	Homelessness	\$50,000.00
122	Speak Life Foundation, Inc.	The Speak Life Program	Children and Youth Services	\$25,000.00
123	Stand Up for Kids Atlanta	StandUp for Kids Youth Homelessness Programs	Homelessness	\$30,000.00
124	STAR House Foundation	STAR House Foundation Project 2023	Children and Youth Services	\$85,000.00
125	The Drake House, Inc.	2023 CSP The Drake House	Homelessness	\$78,000.00
126	The Episcopal Diocese of Atlanta	Supports for Success	Economic Stability/Poverty	\$30,000.00
127	The Giving Kitchen Initiative Inc.	Giving Kitchen Assists Food Service Workers in Crisis in Fulton County	Economic Stability/Poverty	\$25,000.00
128	The Lionheart School, Inc.	Lionheart for Life	Disabilities	\$60,000.00
129	The Scholarship Academy	College Bound FAFSA Completion Initiative	Economic Stability/Poverty	\$25,000.00
130	The Sheltering Arms	Delivering Early Childhood Education and Family Services to Low-Income Fulton County	Children and Youth Services	\$75,000.00
131	The Sobriety Resource, Inc.	2023 Community Services Program	Health and Wellness	\$35,000.00
132	The Society of St. Vincent de Paul Georgia, Inc.	SVdP Georgia Homelessness Prevention + Stability Program	Economic Stability/Poverty	\$30,000.00
133	The Study Hall, Inc	The Study Hall: Afterschool and Summer Program	Children and Youth Services	\$75,000.00
134	The Summit Counseling Center, Inc.	Dialectical Behavior Therapy Program	Health and Wellness	\$70,000.00
135	Time2Give Inc	STEM Robotics Program - Coding, Controls and Instrumentation	Children and Youth Services	\$30,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
136	Training and Counseling Center	Accessible Counseling Services for the Disadvantaged and Workforce Development	Children and Youth Services	\$25,000.00
137	Trees Atlanta, Inc.	Youth Tree Team Employment and Enrichment Program	Economic Stability/Poverty	\$30,000.00
138	Truancy Intervention Project Georgia, Inc.	Ensuring Students Reach their Educational Potential through Absence Prevention and	Children and Youth Services	\$75,000.00
139	Urban Health and Wellness	The Urban Clinic of Atlanta - free, primary care clinic in Fulton County	Health and Wellness	\$35,000.00
140	Urban League of Greater Atlanta	Project Ready: A College & Career Access Program	Children and Youth Services	\$60,000.00
141	Vision To Learn	Supporting Children in Underserved Communities COVID Health and Academic	Health and Wellness	\$35,000.00
142	Vision Tutoring Educational Foundation	Tutoring for Underserved and At-Risk Youth	Children and Youth Services	\$30,000.00
143	VOX Teen Communications	VOX Teen Voices	Children and Youth Services	\$75,000.00
144	Wecycle Atlanta, Inc.	Seeds for our Food System	Health and Wellness	\$30,000.00
145	Wellroot Family Services	Functional Family Therapy	Children and Youth Services	\$25,000.00
146	Wellspring Living	Women's Academy	Economic Stability/Poverty	\$45,512.00
147	Westside Future Fund	Home on the Westside (HOTW): Economic Mobility and Stabilization Supports for	Economic Stability/Poverty	\$30,000.00
148	Wilderness Works, Inc.	Wilderness Works for Fulton County's Disadvantaged Children	Children and Youth Services	\$30,000.00
149	Wings for Kids	WINGS After School Program	Children and Youth Services	\$85,000.00
150	Youth Empowerment Success Services	Rebound Support Services	Homelessness	\$30,000.00

2023 Community Services Program Recommendations - Quick Reference - All Service Categories

	Agency Name:	Program Name:	Category:	2022 Recommended Amount:
151	youthSpark, Inc.	Youth Services Center: Building Brighter Futures for At-Risk Youth	Children and Youth Services	\$60,000.00
152	Zaban Paradies Center for Homeless Couples, Inc.	ZPC Diversion Services	Homelessness	\$25,000.00

2023 CSP Budget - \$6,863,958



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0351

Meeting Date: 5/17/2023

Department

Community Development

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

Request approval of the 2023 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$1,000,000.00 to the non-profits identified in Attachment "A". VSP funding to these non-profits will support the delivery of essential community services to Fulton County Veterans in the areas of Health and Wellness, and Homeless and Housing.

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

Pursuant to O.C.G.A. Sec. 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 Sec. 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 ☐

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 VSP program is the County's principal avenue for funding social services programs pursuant to the County's Strategic Plan.

Community Impact: VSP funding will support the delivery of essential community services to Fulton County Veterans in the areas of Health and Wellness and Homeless and Housing.

Department Recommendation: The Department of Community Development requests approval of the 2023 Veterans Services Program (VSP) Evaluation Committee's recommendations in the amount of \$1,000,000.00.

Project Implications: General funding in the amount of \$1,000,000.00 for the Veterans Services Program funding was approved by the Fulton County Board of Commissioners at the January 18, 2023 Recess meeting (Agenda item# 23-0044). The funds will expire on December 31, 2023.

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: \$1,000,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-121-VSPG-1160

2023 Veterans Services Program Recommendations - Quick Reference

	Agency Name:	Program Name:	Category:	2023 Recommended Amount:
1	Atlanta Technical College Foundation, Inc.	The ATC Fulton County Veterans Services Program (ATC-FCVS)	Homeless and Housing	\$87,000.00
2	Community Friendship, Inc.	CFI Homeless to Housing Veterans Program	Homeless and Housing	\$50,000.00
3	Feeding GA Families Incorporated	Operation DOYEN	Homeless and Housing	\$50,000.00
4	Frontline Community Services, Inc.	Frontline Community Services, Inc. VET 22 Suicide Prevention Program	Health and Wellness	\$50,000.00
5	Gateway Performance Productions	Continuing Online and Outreach Creative Classes for Veterans	Health and Wellness	\$50,000.00
6	Georgia Justice Project	To decrease homelessness & improve health and wellness by providing legal services and social	Homeless and Housing	\$78,000.00
7	HouseProud Atlanta, Inc.	HouseProud - No-Cost Repairs for Veterans	Homeless and Housing	\$100,000.00
8	Pianos For Peace	Pianos for Peace Healing Arts and Peace Festival	Health and Wellness	\$50,000.00
9	Positive Transition Services, Inc.	Veteran Housing and Support Services	Homeless and Housing	\$59,000.00
10	Project Open Hand/Atlanta, Inc.	Open Hand Atlanta Veteran Services	Health and Wellness	\$50,000.00
11	The Investors Academy Inc	Veteran Excelling For Life Wrap Around	Homeless and Housing	\$50,000.00
12	The Salvation Army, A Georgia Corporation	Veterans Homeless and Housing Services	Homeless and Housing	\$50,000.00
13	U Hope CDC, Inc.	U Hope Veterans Transitional Housing Program	Homeless and Housing	\$90,000.00
14	Veterans Empowerment Organization of Georgia, Inc.	Unsheltered to Housed	Homeless and Housing	\$100,000.00
15	Vision Warriors	Let Us Serve You	Homeless and Housing	\$86,000.00

2023 VSP Recommendations Total: \$1,000,000



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0352

Meeting Date: 5/17/2023

Department

Community Development

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

Request approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00 to the non-profits identified in Attachment "A". SYJTP funding to these non-profits will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer. Effective Upon BOC approval.

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

Pursuant to O.C.G.A. Sec. 36-1-19.1, the Board of Commissioners may appropriate money for 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 Sec. 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 ☐

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 Department of Community Development recommends approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00 to the non-profits identified in Attachment "A".

Scope of Work: The SYJTP program is one of the County's principal avenues for funding social services programs pursuant to the County's Strategic Plan.

Community Impact: SYJTP funding will provide Fulton County teens with the opportunity to gain work experience, develop interpersonal skills, and learn and explore career interests while earning income during the summer.

Department Recommendation: The Department of Community Development request approval of the 2023 Summer Youth Job Training Program (SYJTP) Evaluation Committee's recommendations in the amount of \$500,000.00.

Project Implications: General funds in the amount of \$500,000.00 for the Summer Youth Job Training Program was approved by the Fulton County Board of Commissioners at the January 18, 2023 Recess meeting (Agenda item# 23-0044).

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: \$500,000.00

Fiscal Impact / Funding Source

Funding Line 1:

100-121-SYIP-1160

2023 Summer Youth Job Training Program Recommendations - Quick Reference

	Agency Name:	Program Name:	2023 Recommended Amount:
1	Camp Village, Inc.	Camp Village. Inc. d/b/a C.A.U.S.E. for Elegance and Village IMAGE Printing	\$50,000.00
2	Creative Foundation for Art & Technology, Inc.	Atlanta Summer Art & Techs Camp (ASATC)	\$50,000.00
3	Facts to Thrive Inc	Profession Calling Exploration (PCE)	\$45,000.00
4	Fresh Films	Fresh Films Summer 2023 Film Industry Internships	\$30,000.00
5	Helping Empower Youth, Inc.	Helping Empower Youth HEY! HYDRATE! Summer Kiosk Associates	\$45,000.00
6	Music Education Group (MEG)	MEG Student Studio Engineers and MEG Screen Printing Training	\$50,000.00
7	Noble Truth Project Inc.	Glaciers Ice - Youth Entrepreneurship Program	\$50,000.00
8	Poverty 2 Prosperity PS Inc	AND STILL, I RISE	\$50,000.00
9	Restore Life, Inc.	Bankhead Youth Renaissance Works	\$50,000.00
10	The Investors Academy Inc	2023 Summer Youth Job Training Program 23RFP031723C-MH	\$30,000.00
11	Time2Give Inc	Memik Summer Youth Training Program	\$50,000.00

2023 SYJTP Recommendations Total: \$500,000



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0353

Meeting Date: 5/17/2023

Department

Community Development

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

Request approval of a contract between Fulton County and Wellspring Living in the amount of \$500,000.00 in American Rescue Plan (ARPA) funds for construction purposes to support Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; and to authorize the Chairman to disburse funds and execute and administer contracts, and other related documents consistent with any necessary agreement in support of this funding allotment.

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

Official Code of Georgia 36-10-1 states that all contracts entered by Fulton County with other partners or persons on behalf of the County shall be in writing and entered on the Board of Commissioners 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 department recommends a contract between Fulton County and Wellspring Living in the amount

of \$500,000.00 in American Rescue Plan (ARPA) funds.

On September 7, 2022, the Board of Commissioners approved a Resolution (Agenda Item # 22-0645), approving funding of \$500,000.00 in American Rescue Plan Act (ARPA) funds in support of Wellspring Living's expansion and utilization of a multi-discipline service model covering the full spectrum of needs for victims of sexual exploitation; authorizing the Chairman to execute any necessary agreement in support of this funding allotment; authorizing the County Attorney to prepare the necessary agreement and approved same as to form and make modifications thereto prior to execution; and for other purposes. The priority for the \$500,000.00 allocation is for construction purposes.

Scope of Work: Wellspring Living, Inc. shall utilize the Award Amount to help fund the construction of the expansion of Wellspring's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

Community Impact: The Fulton County Department of Community Development strengthens people, families, and communities through partnerships with various community organizations and outreach programs, particularly non-profit, private sector, government, volunteer, and citizen advocates.

Department Recommendation: Approve the requested action.

Project Implications: Approval for the use of these funds will support programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

Community Issues/Concerns: N/A

Department Issues/Concerns: N/A

Fiscal Impact / Funding Source

Funding Line 1:

448-121-ARP3-LIVE

Funding Line 2:

**American Rescue Plan Act
Subrecipient Contract between Fulton County, Georgia
and Wellspring Living, Inc.**

This **SUBRECIPIENT CONTRACT** (“Contract”) is made by and between **Fulton County, Georgia**, a political subdivision of the State of Georgia, having offices at 141 Pryor Street, SE, Atlanta, Georgia 30303 (hereinafter referred to as “Fulton County”) and Wellspring Living, Inc., a nonprofit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Georgia (“Subrecipient” or “Wellspring”), with offices located at 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312 (hereinafter collectively referred to as the “Parties”).

WHEREAS, since early 2020, a world-wide emergency has arisen with respect to a novel coronavirus known as SARS-CoV-2 (“COVID-19”), which rapidly spread throughout the world and has continued to have an unprecedented adverse impact on the citizens and communities throughout Fulton County, Georgia, among others; and

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (“ARPA”) (H.R. 1319, 117th Cong.) (2021) was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, on March 17, 2021, the Fulton County Board of Commissioners adopted Resolution 21-0221 promulgating Fulton County’s acceptance of federal funds available to Fulton County from ARPA; and

WHEREAS, on April 1, 2022, the U.S. Department of the Treasury (“Treasury”) issued its Final Rule regarding the use of ARPA funds with guidelines, rules, and directives to recipients of ARPA funds; and

WHEREAS, in its Final Rule, Treasury advises that the purpose of ARPA is to provide a substantial infusion of resources to assist the pandemic response, including rebuilding a stronger, more equitable economy as the country recovers; and

WHEREAS, in its Final Rule, Treasury has determined that programs or services that address recovery services, job training and support, as well as housing insecurity, lack of affordable housing, or homelessness are enumerated eligible uses for ARPA funds; and

WHEREAS, in its Final Rule, Treasury has also determined that capital expenditures including adaptations to congregate or group living facilities are eligible uses of ARPA funds; and

WHEREAS, COVID-19 has had a devastating impact on victims and survivors of human trafficking as traffickers took advantage of the global crisis, capitalizing on peoples’ loss of income and the increased amount of time both adults and children were spending online; and

WHEREAS, Wellspring’s mission is to transform lives of those at risk or victimized by sexual exploitation; and

WHEREAS, Wellspring provides specialized recovery services on its 8-acre Fulton County campus (the “Campus”) through residential and community-based programs for domestic sex trafficking victims and those at risk; and

WHEREAS, Wellspring’s immersive Campus provides layers of service, including training and technical assistance, residential care, and transitional housing for women and families; and

WHEREAS, Wellspring Living serves over 300 participants each year, a majority of which are from Fulton County; and

WHEREAS, on September 7, 2022, the Fulton County Board of Commissioners passed Resolution No. 22-0645 allocating a portion of the SLFRF Award it received under ARPA in an amount not to exceed \$500,000.00 (Five Hundred Thousand Dollars) for assistance to Wellspring for capital expenditures related to construction to expand Wellspring’s Campus; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Contract under the terms, obligations and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual benefits to both Parties, it is hereby agreed as follows:

ARTICLE I. PURPOSE AND RELATIONSHIP

1. Purpose. This Contract describes the way in which the Parties will use the ARPA funding allotment in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on the communities, residents, and businesses in Fulton County.

2. Independent Contractor. The relationship of Subrecipient to Fulton County is that of an independent contractor and not of an employee/employer. Neither this Contract, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency, or other such relationship, and neither Party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party’s prior written consent. It is expressly understood that any individual performing services under this Contract on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Fulton County, and such individual shall not be entitled to tax withholding, workers’ compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Fulton County. Subrecipient agrees that it is solely responsible for the reporting and payment of income, Social Security and other employment taxes due to the proper taxing authorities with respect to such personnel.

3. Indemnification. Subrecipient covenants and agrees to indemnify, defend and hold harmless Fulton County, its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, for the invasion of personal and property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act

on the part of the Subrecipient, its officers, agents, or employees in connection with this Agreement. This provision shall survive the expiration or termination of this Contract.

4. Subrecipient. The Parties agree that Fulton County is providing these funds to Wellspring, with Wellspring having the obligation to comply with all applicable requirements where it is deemed a Subrecipient, as defined and described under the Treasury's Final Rule effective April 1, 2022, implementing the SLFRF program, including any federal reporting requirements that may apply.

Subrecipient further acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. Subrecipient will comply with all applicable federal, state and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the United States Treasury or other federal agencies in regard to the requirements of ARPA.

ARTICLE II. AWARD AND SCOPE OF SERVICES

1. Term. This Contract is effective upon execution through December 31, 2023.

2. Award. ARPA funding in the amount of **\$500,000.00** (the "Award Amount") will be provided by Fulton County to Subrecipient to assist with the cost of construction to expand Wellspring's Campus.

3. Eligible Uses. Fulton County will provide funding in the Award Amount to help fund construction of the expansion of Subrecipient's existing Campus. Capital expenditures including construction for adaptations to congregate or group living facilities are eligible uses. Subrecipient shall continue to provide programs and services at its expanded Campus that address recovery, job training and support.

4. Disbursement. Fulton County will disburse the Award Amount in one installment after execution of this Contract. All invoices subsequently submitted to verify eligible construction expenses are subject to review and approval by the Director of Community Development. Such invoices shall be provided to Stanley Wilson, Director, Fulton County Department of Community Development, 137 Peachtree Street, SW, 1st Floor, Atlanta, GA 30303 by the end of the Contract Term. Copies of all such invoices shall also be provided to Hakeem Oshikoya, Finance Director, Fulton County Department of Finance, 141 Pryor Street, Suite 7001, Atlanta, Georgia 30303 by the end of the Contract Term.

5. Scope of Services. Subrecipient will utilize the Award Amount for the construction of the expansion of Subrecipient's existing Campus so as to continue to provide support for individuals/families at its Campus located in Fulton County for the purpose of the Eligible Use in accordance with the scope of services described in Schedule 1 hereto (the "Scope of Services"). Subrecipient shall spend the Award Amount for the purposes described in Scope of Services, unless other direct changes are agreed to in writing in advance by Fulton County. In no event will

Fulton County be obligated for providing any funding above the total amount of the Award Amount. Subrecipient agrees that no more than ten percent of the Award Amount may be used for administrative purposes. Subrecipient agrees that the Award Amount may not be used to pay the salary of an individual. All ARPA funding must be used for an “Eligible Use Category” cost/service for Subrecipient’s clients.

ARTICLE III. REPORTING

1. Maintenance of Records. Subrecipient shall maintain a financial management system and financial records and shall utilize funds received pursuant to this Contract in accordance with all applicable federal and state requirements. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Fulton County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Contract.

Subrecipient must maintain all records, books, papers and other documents related to its performance of the Scope of Services for a period of five years following the termination of this Contract or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Such records shall include the full name of individuals served with ARPA funding and where applicable the date of birth, gender, race, and ethnicity of individual receiving assistance. Subrecipient shall make all records, books, papers and other documents that relate to this Contract available at all reasonable times for inspection, review and audit by the authorized representatives of Fulton County and the federal government, if so requested.

During the term of this Contract, the Parties shall comply will Federal and State laws and regulations regarding confidentiality of participant records and information.

2. Progress Reports. Subrecipient will submit a monthly report of construction progress funded by the ARPA allotment provided by Fulton County within 10 days of the end of each calendar month during the Term of this Contract. The progress report is a performance measurement tool administered to assist with monitoring the program performance and compliance. Fulton County will provide the performance template and due dates to the Subrecipient, and the Subrecipient shall submit the reports electronically. The Subrecipient shall register and maintain an updated profile with SAM.gov. The County reserves the right to request additional project information at any time.

3. Improper Expenditures. Any item of expenditure by Subrecipient under the terms of this Contract which is found by auditors, investigators, and other authorized representatives of Fulton County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Contract, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient’s liability, to be paid by Subrecipient from funds other than those provided by Fulton County under this Contract or any other agreements between Fulton County and Subrecipient.

4. Audited Financial Statements. If Subrecipient expends \$750,000.00 or more in federal awards during a fiscal year, Subrecipient acknowledges that it must comply with federal audit requirements, including the preparation of an audit by an independent certified public accountant. During the term of this Contract, the Parties shall comply with Federal and State laws and regulations regarding confidentiality of participant records and information. If Subrecipient expends less than \$750,000.00 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Fulton County and the federal government. Subrecipient shall provide Fulton County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable, and management letter within thirty (30) days after execution of this Contract and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

5. Survival. This Article shall survive the expiration or termination of this Contract.

ARTICLE IV. COOPERATION IN MONITORING AND EVALUATION.

1. Fulton County Responsibilities. Fulton County shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of the Scope of Services performed under this Contract. Fulton County has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Fulton County may require Subrecipient to take corrective action if deficiencies are found. Methods to ensure compliance for federal awards made to the Subrecipient may include pre-award audits, monitoring during the contract and post-award audits.

2. Subrecipient Responsibilities. Subrecipient shall permit Fulton County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Contract.

Subrecipient shall cooperate fully with any reviews or audits of the activities under this Contract by authorized representatives of Fulton County or the federal government and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Contract.

ARTICLE V. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

1. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Contract in accordance with this Contract, Schedule 1 and the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance.

2. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Contract in accordance with all applicable federal, state and local laws, including without limitation laws which regulate the use of funds allocated under ARPA. The term “federal, state and local laws” as used in this Contract shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Term, as well as all such laws which may be enacted or otherwise become effective during the Term. The term “federal, state and local laws” shall include, without limitation, any regulation promulgated pursuant to ARPA.

By entering into this Contract, Subrecipient represents and warrants that it is not in violation of any, and complies with all, federal laws and regulations applicable to subawardees of federal funds and maintains all required federal, state and local licenses, certifications, permits and accreditations, including the Uniform Guidance found in 2 C.F.R. 200.

ARTICLE VI. INSURANCE

1. For the construction to expand Subrecipient’s existing Campus, Subrecipient shall obtain at its own expense the insurance required as follows:
 - A. Subrecipient shall provide a General Liability Insurance policy with contractual liability coverage to cover all operations pursuant to this agreement. The general liability insurance policy shall be in the minimum amount of \$1,000,000.00 per occurrence and \$1,000,000.00 as the aggregate limit of liability. The policy shall be in effect from the day on which services commence until final acceptance by Subrecipient of all construction of the expansion of Subrecipient’s existing Campus is completed pursuant to this Agreement and for a period of three (3) years thereafter with the limits noted above. The County shall be named as an additional insured on said policy.
 - B. Subrecipient shall provide the County with the declaration page or blanket endorsement from the policy to confirm the County's status as an additional insured. A certificate of insurance naming the County as an additional insured shall be sent to the County Attorney, along with the declaration page or endorsement from the policy confirming the County's additional insured status. The Certificate of Insurance shall provide for thirty (30) days written notice to the County prior to the cancellation of said insurance.
 - C. Subrecipient shall obtain at its own expense Workers Compensation Insurance to cover all operations pursuant to this agreement in an amount of not less than the statutory limits required by Georgia State Law. A Certificate of Insurance stating that Workers Compensation coverage is in effect for the duration of this agreement shall be sent to the County’s legal Counsel.

ARTICLE VII. TERMINATION/SUSPENSION

1. Fulton County may terminate this Contract by giving thirty (30) calendar days written notice to Subrecipient and such termination shall be effective upon the 30th day. Notice of termination shall be given to the appropriate Party at the address shown in Article VIII of this Contract.

2. Anything contained herein to the contrary notwithstanding, Fulton County may terminate the Contract effective immediately prior to expiration of the Term where Subrecipient commits a material breach of the Contract and fails to cure said breach within the time allotted by Fulton County.

3. Upon expiration of the term of this Contract or termination of the Contract, the Parties shall agree upon any outstanding present and future obligations and performance commitments to one another, and shall arrange for a proper accounting and work plan for any and all such obligations. Upon termination or expiration of the term of this Contract, any remaining, unused portion of the Award Amount shall be returned to Fulton County.

4. Suspension

The County may by written notice to the Subrecipient, suspend the use of County funds where it is determined that any portion of work in which County funds are utilized is not progressing on schedule, being performed competently or to industry standards, or activities at the Project site are posing a danger to the safety of the community or the workers or volunteers. Upon receipt of a suspension notice, the Subrecipient must:

- 1) Immediately take correct measures and provide proof to the County that the activity giving rise to the suspension has ceased or has been corrected;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to the suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of a notice to resume suspended services, the Subrecipient will immediately resume performance under this Agreement as required in the notice.

ARTICLE VIII. NOTICES

1. For purposes of this Contract, any notices required to be sent to the Parties shall be hand delivered or mailed to the addresses provided below:

To Fulton County:

Fulton County Community Development Department
137 Peachtree Street
Atlanta, Georgia 30303

Copy to:

Office of the County Manager
141 Pryor Street, Suite 10062
Atlanta, Georgia 30303

Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Subrecipient:

See Notice Address in Schedule 1.

ARTICLE VIII. GENERAL PROVISIONS

1. If any part of this Contract is found to be invalid or unenforceable, or is otherwise stricken, the rest of this Contract shall remain in full force and effect.

2. This Contract constitutes the entire agreement between the Parties. It supersedes any prior oral understandings between them with respect to the matters addressed herein.

3. This Contract may be modified only by written agreement of the Parties, with such modification being subject to approval by the governing bodies of the Parties.

4. Waiver of any term or condition of this Contract shall be effective in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Contract. Nothing herein shall constitute or be considered a limitation upon or waiver of the Parties' rights under applicable law.

5. This Contract shall inure to the benefits of and be binding upon the Parties hereto, their successors and assigns. This Contract is not intended to create any rights interest, or benefits in third parties.

6. This Contract shall be governed by the laws of the State of Georgia.

7. This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

8. This Contract is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Contract.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2023.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission

Approved as to Content:

Stanley Wilson
Director
Department of Community Development

Approved as to Form:

Office of the County Attorney

WELLSPRING LIVING, INC.:

Approved:

By: _____
Name: Mary Frances Bowley
Title: Chief Executive Officer

Schedule I

Name of Subrecipient: Wellspring Living, Inc.

Subrecipient's DUNS Number:

Notice Address: 1040 Boulevard Avenue, SE, Suite M, Atlanta, Georgia 30312

Award Amount: \$500,000.00

Eligible Use Category: Capital expenditures (construction costs) for adaptations to congregate or group living facilities on Subrecipient's existing Campus.

Description of Scope of Work: Subrecipient shall utilize the Award Amount to help fund the construction of the expansion of Subrecipient's existing Campus where it provides programs and services that address recovery, job training and support through residential and community-based programs for domestic sex trafficking victims and those at risk.

1 A RESOLUTION APPROVING FUNDING OF \$500,000 IN AMERICAN RESCUE PLAN
2 ACT (“ARPA”) FUNDS IN SUPPORT OF WELLSPRING LIVING’S EXPANSION AND
3 UTILIZATION OF A MULTI-DISCIPLINE SERVICE MODEL COVERING THE FULL
4 SPECTRUM OF NEEDS FOR VICTIMS OF SEXUAL EXLOITATION; AUTHORIZING
5 THE CHAIRMAN TO EXECUTE ANY NECESSARY AGREEMENT IN SUPPORT OF
6 THIS FUNDING ALLOTMENT; AUTHORIZING THE COUNTY ATTORNEY TO
7 PREPARE THE NECESSARY AGREEMENT AND APPROVED SAME AS TO FORM
8 AND MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER
9 PURPOSES.

10 WHEREAS, Wellspring Living is a non-profit organization in Atlanta, Georgia that
11 provides domestic sex trafficking victims and those at risk with specialized recovery
12 services through residential and community-based programs; and

13 WHEREAS, Wellspring Living’s residential programs include, but not limited to, the
14 Girl’s Residential Program, the Receiving Hope Center, and the Women’s Residential
15 Program; and

16 WHEREAS, Wellspring Living’s community programs include, but not limited to,
17 the Youth Academy and the Women’s Academy; and

18 WHEREAS, Wellspring Living provides six Service Pillars, including, Therapy,
19 Education, Life Skills, Career Readiness, Basic Needs/Housing, and Case Management;
20 and

21 WHEREAS, Wellspring Living also provides services leading toward living wage
22 employment and independence through three career tracks: GED Track, Career Track,
23 and Apprenticeship Track; and

24 WHEREAS, graduate services are provided by Wellspring Living via Graduate
25 Village/Bridge, Housing Vouchers, and Mentorship; and

1 **WHEREAS**, Wellspring Living provides a Training Institute, including Creating
2 Cutting Edge Training, Mentoring Emergency Organizations, and Replicating Nationally,
3 and

4 **WHEREAS**, Wellspring Living provides assistance with transportation, a clothing
5 boutique, a food pantry, childcare, basic needs, and food stamps; and

6 **WHEREAS**, Wellspring Living serves over 300 participants each year, with over
7 50% from Fulton County; and

8 **WHEREAS**, Wellspring Living provides internship programs for participants, of
9 which Fulton County has and does utilize on a continuing basis; and

10 **WHEREAS**, Wellspring Living continues to model and manifest healthy
11 relationships, and healing and hope for the entire community of survivors; and

12 **WHEREAS**, restorative practices are operated equitably and consistently leading
13 to practice habits of inclusion; and

14 **WHEREAS**, Wellspring Living provides certified training, organization leaders,
15 staff development, and participant support; and

16 **WHEREAS**, an Immersive Campus is provided by Wellspring Living, providing
17 layers of service, training and technical assistance, including residential care, transitional
18 housing for women and Families; and

19 **WHEREAS**, Wellspring Living works to provide graduates with housing options
20 that affirm dignity, respect, and recovery that further impact families' futures; and

21 **WHEREAS**, Wellspring Living is proven locally and replicated nationally; and

1 **WHEREAS**, “The Welcome Home Campaign” will create an immersive experience
2 utilizing Wellspring Living’s expertise and unique positioning to build a replicable,
3 sustainable, and collaborative solution for trafficked victims and those at risk; and

4 **WHEREAS**, Fulton County can assist Wellspring Living as they expand their 8-
5 acre campus, including tiny homes and other housing options; and

6 **WHEREAS**, Wellspring Living has been in existence for over 20 years, serving
7 thousands of program participants.

8 **WHEREAS**, the Board of Commissioners adopted Resolution 21-0221 on March
9 17, 2021 promulgating Fulton County’s acceptance of federal funds available to Fulton
10 County from the American Rescue Plan Act of 2021 (“ARPA”)(H.R. 1319, 117th
11 Cong.)(2021); and

12 **WHEREAS**, on April 1, 2022, the U.S. Department of the Treasury (“Treasury”)
13 issued its "Final Rule", regarding the use of ARPA funds with guidelines, rules, and
14 directives to recipients of ARPA funds; and

15 **WHEREAS**, in its Final Rule, Treasury advises that the purpose of ARPA is to
16 provide a substantial infusion of resources to assist the pandemic response, including
17 rebuilding a stronger, more equitable economy as the country recovers; and

18 **WHEREAS**, in its Final Rule, Treasury has determined that programs or services
19 that address housing insecurity, lack of affordable housing, or homelessness are
20 enumerated eligible uses directly responsive to the negative economic impacts
21 experienced by both disproportionately impacted and impacted households; and

22 **WHEREAS**, Fulton County Code of Laws (“FCC”) § 1-117 gives the Board of
23 Commissioners exclusive authority over the affairs of the County; and

WHEREAS, the Board of Commissioners desires to use a portion of Fulton County's ARPA funds to support the programs provided by Wellspring Living.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves funding in the amount of \$500,000 in ARPA funds to support Wellspring Living in the expansion of the services provided to victims of sexual exploitation.

BE IT FURTHER RESOLVED, that the Board of Commissioners further directs the Department of Community Development to pursue additional federal funding to support the Welcome Home Wellspring project.

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to execute any and all documents necessary related to this funding, including the necessary contract with Wellspring Living for the services funded by the ARPA allotment.

BE IT FURTHER RESOLVED, the County Attorney is directed to prepare the necessary agreement with Wellspring Living for the ARPA funding; provided that, prior to execution of any documents, the County Attorney shall also approve any and all documents as to form and make any necessary modifications thereto to protect the interest of the County.

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 7th day of September 2022.

**FULTON COUNTY BOARD OF COMMISSIONERS
SPONSORED BY:**

Bob Ellis, District 2

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Lee Morris, District 3

ATTEST:

Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Ellis\9.7.22. Wellspring Living Funding Resolution.Ellis.docx



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0354

Meeting Date: 5/17/2023

Department

Solicitor General

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

Request approval of a Resolution for the Office of the Solicitor General to retain any program fees collected in the administration of the Solicitor's Pretrial Intervention and Diversion Program and to establish that the Solicitor's budget is not reduced by any program fees collected pursuant to said program, and for related purposes.

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

O.C.G.A. § 15-18-80 allows the Solicitor of Fulton County to develop and implement a Pretrial Intervention and Diversion Program; and pursuant to O.C.G.A. § 15-18-80, the Solicitor is authorized to assess from each offender who enters the program a "program fee" for the "administration of the program" while accounting for the fact that such a fee or portion thereof may be waived for "good cause shown".

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

Justice and Safety

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

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

Scope of Work:

Community Impact:

Department Recommendation:

Project Implications:

Community Issues/Concerns:

Department Issues/Concerns:

Fiscal Impact / Funding Source

Funding Line 1:

Funding Line 2:

Funding Line 3:

Funding Line 4:

Funding Line 5:

1 **A RESOLUTION TO ALLOW THE OFFICE OF THE SOLICITOR TO RETAIN ANY**
2 **PROGRAM FEES COLLECTED IN THE ADMINISTRATION OF THE SOLICITOR'S**
3 **PRETRIAL INTERVENTION AND DIVERSION PROGRAM; TO ESTABLISH THAT**
4 **THE SOLICITOR'S BUDGET SHALL NOT BE REDUCED BY ANY PROGRAM FEES**
5 **COLLECTED PURSUANT TO SAID PROGRAM; AND FOR OTHER RELATED**
6 **PURPOSES.**

7
8 **WHEREAS**, Pretrial Intervention and Diversion Programs can have profound
9 positive impacts on the Justice System and citizens by reducing the jail population,
10 reducing recidivism, saving judicial resources, allowing treatment rather than punishment
11 for less serious offenses, and generally saving taxpayer dollars through the timely and
12 efficient handling of certain offenses; and

13 **WHEREAS**, the City of Atlanta recently broke ground on a Center for Diversion
14 and Services in an effort to reduce the number of individuals jailed and to provide
15 essential services for people experiencing homelessness, mental illness, substance
16 abuse, and poverty; and

17 **WHEREAS**, the Board of Commissioners supports the use of Pretrial Intervention
18 and Diversion Programs for less serious offenses and recognizes the importance of
19 Pretrial Intervention and Diversion Programs as part of a larger restorative approach to
20 justice; and

21 **WHEREAS**, O.C.G.A. § 15-18-80 allows the Solicitor of Fulton County to develop
22 and implement a Pretrial Intervention and Diversion Program; and

23 **WHEREAS**, the Solicitor of Fulton County has operated a Pretrial Intervention and
24 Diversion Program since 2017; and

25 **WHEREAS**, the Fulton County Solicitor desires to reach more people by
26 expanding the scope and services offered in his Pretrial Intervention and Diversion
27 Program and has allocated staff and resources to expand and administer the same; and

1 **WHEREAS**, the expanded Pretrial Intervention and Diversion Program will include
2 behavioral and mental health components as well as law enforcement agencies from all
3 15 municipalities within Fulton County; and

4 **WHEREAS**, pursuant to O.C.G.A. § 15-18-80, the Solicitor is authorized to assess
5 from each offender who enters the program a “program fee” for the “administration of the
6 program” while accounting for the fact that such a fee or portion thereof may be waived
7 for “good cause shown”; and

8 **WHEREAS**, pursuant to O.C.G.A. § 15-18-80, program fees shall be collected by
9 the Clerk of Court and made payable to the County’s General Fund, subject to certain
10 deductions pursuant to law; and

11 **WHEREAS**, the Board of Commissioners is in support of the expansion of the
12 Solicitor’s Pretrial Intervention and Diversion and desires that program fees collected
13 pursuant to that Program are utilized to facilitate the expansion and maintenance of that
14 Program; and

15 **WHEREAS**, ensuring that program fees generated by the Solicitor’s Pretrial
16 Intervention and Diversion Program are returned to the Solicitor’s Office will provide that
17 office with additional and necessary resources to expand the Program, reduce the jail
18 population, and preserve judicial resources, all in a manner which is budget-neutral.

19 **NOW, THEREFORE, BE IT RESOLVED**, that the Fulton County’s Finance
20 Department is hereby directed and authorized to ensure that the Solicitor’s Office be
21 provided with any program fees collected and deposited in the General Fund by the Clerk
22 of Court, subject to any deductions required by law, due to the administration of the
23 Pretrial Intervention and Diversion Program by the Solicitor’s Office.

FURTHER, BE IT RESOLVED, that the program fees provided to the Solicitor's Office pursuant to this Resolution should not supplant the budget appropriations for that Office or otherwise cause the Solicitor's budget to be reduced.

FURTHER, BE IT RESOLVED, that the program fees returned to the Solicitor's Office shall accrue from year to year if not otherwise expended and may be utilized by the Solicitor's Office for any associated lawful purpose.

FINALLY, BE IT RESOLVED, that this Resolution shall become effective upon adoption and shall continue until further notice.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, this
17th day of May, 2023.

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



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 23-0320

Meeting Date: 5/3/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired goals and standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis)**

1 A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS
2 ADOPTING DESIRED ASPIRATIONAL STANDARDS FOR CRIMINAL CASES
3 HANDLED WITHIN THE FULTON COUNTY JUSTICE SYSTEM; URGING ALL
4 ELECTED AND APPOINTED OFFICIALS SERVING IN A FULTON JUSTICE
5 CAPACITY TO FOCUS THEIR EFFORTS TOWARDS MEETING THESE STANDARDS;
6 AND FOR OTHER PURPOSES.

7 WHEREAS, effective criminal case management is critical to Fulton County
8 citizens as it leads to stronger public safety outcomes, ensures due process for those
9 accused of crimes, provides for better likelihoods of decreased recidivism, and yields
10 more efficient and proper use of taxpayer funds; and

11 WHEREAS, establishing standards is critical to achieving success, fostering
12 teamwork and coordination, and providing transparency to stakeholders; and

13 WHEREAS, Fulton County, Georgia plays a critical role, through the Fulton County
14 Justice System, in ensuring the public safety of all residents and visitors; and

15 WHEREAS, Fulton County taxpayers commit significant funding toward the
16 operation of the Fulton County Justice System, totaling \$431,435,556. in Fulton County
17 General Fund budgeted dollars in 2023, which represents a 16.5% increase over 2022
18 actual General Fund dollars expended; and

19 WHEREAS, the Fulton County Board of Commissioners allocated an additional
20 \$27,839,470 in funding, outside of its General Fund, to the Fulton County Justice System
21 through available American Rescue Plan Act of 2021 (ARPA) funds; and

22 WHEREAS, it is critical that these funds be expended wisely and have maximum
23 impact in ensuring effective criminal case management and that Fulton County taxpayers
24 and the Board of Commissioners have standards in place for measuring the effectiveness
25 in which these funds are expended; and

1 **WHEREAS**, the National Center for State Courts (NCSC) has developed various
2 standards for measuring court performance which draw on the civic ideals and major
3 performance areas unique to courts, as defined by the Trial Court Performance
4 Standards; and

5 **WHEREAS**, one standard identified by NCSC is *time to disposition for felony*
6 *cases*, defined as the percentage of cases disposed or otherwise resolved within
7 established time frames, specifically identifying two such time frame standards of 90% of
8 felony cases disposed within 180 days and 98% within 365 days; and

9 **WHEREAS**, an additional standard identified by NCSS is *clearance rate for*
10 *criminal cases*, defined as the number of outgoing cases as a percentage of the number
11 of incoming cases, and per NCSS, courts should aspire to clear (i.e., dispose of) at least
12 as many cases as have been filed/reopened/reactivated in a period by having a clearance
13 rate of 100% or higher; and

14 **WHEREAS**, two additional measures of effective criminal case management that
15 have major impacts are *average length of inmate stay* and the *percentage of jail*
16 *population which is unindicted*, and per our recent jail feasibility study, we learned that
17 well performing justice systems have average lengths of stay of 30 days and that pre-
18 COVID levels of the percentage of jail population which were unindicted were less than
19 10%; and

20 **WHEREAS**, the Board of Commissioners recognizes the critical nature of effective
21 criminal case management and adopts the following aspirational standards for
22 measurement of effective criminal case management:

- 23 • Average Length of Inmate Stay: 30 days or less;

- Percent of Jail Population Unindicted without other charges: Less than 10%;
- Clearance rate for Criminal Cases: No less than 100%;
- 90% of felony cases disposed within 180 days; and
- 98% of felony cases disposed within 365 days.

WHEREAS, the Board of Commissioners recognizes that the Fulton County Justice System is complex, has been severely impacted by multiple factors which have inhibited the effectiveness of the judicial system, including but not limited to: the pandemic, increases in violent crime, a rise in multiple defendant cases, and crime lab delays; and

WHEREAS, the Board of Commissioners finds that it would be in the best interest of all citizens of Fulton County to adopt these aspirational standards for measurement of effective criminal case management set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs the County Manager to provide a standard reporting on a monthly basis of the aspirational standards for measurement of effective criminal case management set for in this Resolution to the Board of Commissioners, and for such reports to be provided to the public via Fulton County's website, and that such reports also be shared with all elected and appointed officials in the Fulton County Justice System as well as distribute a copy of this Resolution to these elected and appointed officials.

BE IT FURTHER RESOLVED, that the Fulton County Board of Commissioners urges all elected and appointed officials serving in a Fulton Justice capacity to focus their efforts towards striving to meet these aspirational standards.

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 the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 17th day of May, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Bob Ellis, Vice-Chair (District 2)

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.: 23-0320

Meeting Date: 5/3/2023

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

Request approval of a Resolution by the Fulton County Board of Commissioners adopting desired goals and standards for criminal cases handled within the Fulton County Justice System; urging all elected and appointed officials serving in a Fulton justice capacity to focus their efforts towards meeting these standards; and for other purposes. **(Ellis)**

1 **A RESOLUTION BY THE FULTON COUNTY BOARD OF COMMISSIONERS**
2 **ADOPTING DESIRED GOALS AND STANDARDS FOR CRIMINAL CASES HANDLED**
3 **WITHIN THE FULTON COUNTY JUSTICE SYSTEM; URGING ALL ELECTED AND**
4 **APPOINTED OFFICIALS SERVING IN A FULTON JUSTICE CAPACITY TO FOCUS**
5 **THEIR EFFORTS TOWARDS MEETING THESE STANDARDS; AND FOR OTHER**
6 **PURPOSES.**

7 **WHEREAS**, effective criminal case management is critical to Fulton County
8 citizens as it leads to stronger public safety outcomes, ensures due process for those
9 accused of crimes, provides for better likelihoods of decreased recidivism, and yields
10 more efficient and proper use of taxpayer funds; and

11 **WHEREAS**, establishing standard expectations and goals is critical to achieving
12 success, fostering accountability, and providing transparency to stakeholders; and

13 **WHEREAS**, Fulton County, Georgia plays a critical role, through the Fulton County
14 Justice System, in ensuring the public safety of all residents and visitors; and

15 **WHEREAS**, Fulton County taxpayers commit significant funding toward the
16 operation of the Fulton County Justice System, totaling \$431,435,556. in Fulton County
17 General Fund budgeted dollars in 2023, which represents a 16.5% increase over 2022
18 actual General Fund dollars expended; and

19 **WHEREAS**, the Fulton County Board of Commissioners allocated an additional
20 \$27,839,470 in funding, outside of its General Fund, to the Fulton County Justice System
21 through available American Rescue Plan Act of 2021 (ARPA) funds; and

22 **WHEREAS**, it is critical that these funds be expended wisely and have maximum
23 impact in ensuring effective criminal case management and that Fulton County taxpayers
24 and the Board of Commissioners have standards and goals in place for measuring the
25 effectiveness in which these funds are expended; and

1 **WHEREAS**, the National Center for State Courts (NCSC) has developed various
2 standards for measuring court performance which draw on the civic ideals and major
3 performance areas unique to courts, as defined by the Trial Court Performance
4 Standards; and

5 **WHEREAS**, one standard identified by NCSC is *time to disposition for felony*
6 *cases*, defined as the percentage of cases disposed or otherwise resolved within
7 established time frames, specifically identifying two such time frame standards of 90% of
8 felony cases disposed within 180 days and 98% within 365 days; and

9 **WHEREAS**, an additional standard identified by NCSS is *clearance rate for*
10 *criminal cases*, defined as the number of outgoing cases as a percentage of the number
11 of incoming cases, and per NCSS, courts should aspire to clear (i.e., dispose of) at least
12 as many cases as have been filed/reopened/reactivated in a period by having a clearance
13 rate of 100% or higher; and

14 **WHEREAS**, two additional measures of effective criminal case management that
15 have major impacts are *average length of inmate stay* and the *percentage of jail*
16 *population which is unindicted*, and per our recent jail feasibility study, we learned that
17 well performing justice systems have average lengths of stay of 30 days and that pre-
18 COVID levels of the percentage of jail population which were unindicted were less than
19 10%; and

20 **WHEREAS**, the Board of Commissioners recognizes the critical nature of effective
21 criminal case management and adopts the following goals and standards for
22 measurement of effective criminal case management:

- 23 • Average Length of Inmate Stay: 30 days or less;

- Percentage of Jail Population Unindicted: Less than 10%;
- Clearance rate for Criminal Cases: No less than 100%;
- 90% of felony cases disposed within 180 days; and
- 98% of felony cases disposed within 365 days.

WHEREAS, the Board of Commissioners finds that it would be in the best interest of all citizens of Fulton County if its justice partners adopt the goals and standards for measurement of effective criminal case management set forth herein and urges them to do so for the betterment of the Fulton County Justice System.

NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of Commissioners hereby directs the County Manager to provide a standard reporting on a monthly basis of the measurements set for in this Resolution to the Board of Commissioners and for such reports to be provided to the public via Fulton County's website, and that such reports also be shared with all elected and appointed officials in the Fulton County Justice System as well as distribute a copy of this Resolution to these elected and appointed officials.

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 the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of May, 2023.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Bob Ellis, Vice-Chair (District 2)

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.: 23-0357

Meeting Date: 5/17/2023

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

Discussion: Chief Tax Appraiser Update regarding 2023 Assessments **(Ellis)**