

**RESOLUTION CALLING FOR THE 2021 MUNICIPAL GENERAL ELECTION FOR
COUNCILMEMBER POSTS 1, 3, 5, AND MAYORAL SEAT; FIXING AND
PUBLISHING THE QUALIFYING FEES; AND DESIGNATING THE QUALIFYING
PERIOD**

WHEREAS, the four year terms of office for Councilmember Posts 1, 3, 5, and Mayor expire on December 31, 2021;

WHEREAS, pursuant to O.C.G.A. § 21-2-9(c) and the City Charter for the City of Johns Creek, the offices of Councilmembers for Posts 1, 3, 5, and Mayor shall be filled by a general election on the Tuesday next following the first Monday in November, 2021; and

WHEREAS, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), the City shall fix and publish the qualifying fees for the municipal offices to be filled in the upcoming election no later than February 1st of the year in which an election is to be held; and

WHEREAS, said qualifying fees shall be equal to three percent (3%) of the total gross salary of each office paid in the preceding calendar year; and

WHEREAS, pursuant to O.C.G.A. § 21-2-501(c), in instances in which no municipal candidate receives a majority of the votes cast, a run-off election shall be held on the twenty-eighth (28th) day after the day of holding the first election between the candidates receiving the two highest numbers of votes.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council for the City of Johns Creek that:

- Section 1** The 2021 Municipal General Election for the Offices of Councilmember Posts 1, 3, 5 and Mayor is hereby called for Tuesday, November 2, 2021.
- Section 2** The qualifying fee for each Council Post office is fixed at \$450.00 and \$750.00 for the Office of the Mayor shall be published in accordance with state law.
- Section 3** The qualifying period is hereby designated as Monday, August 16, 2021 through and including Wednesday, August 18, 2021, between the hours of 8:30am - 12:30pm, and 1:30pm - 4:30pm during which each candidate shall file a notice of candidacy in the office of the City Clerk of Johns Creek.

Section 4 In the event no candidate receives a majority of the votes cast at the 2021 Municipal General Election, a Run Off Election shall be held Tuesday, November 30, 2021, between the candidates receiving the two highest number of votes.

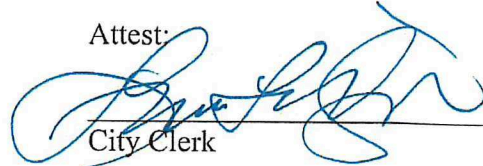
Section 5 This Resolution shall become effective upon adoption.

SO RESOLVED this 11th day of January, 2021

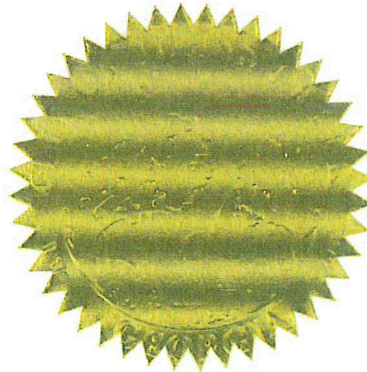


Michael E. Bodker, Mayor

Attest:



City Clerk



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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, 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 or partially 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, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

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

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

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

WHEREAS, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

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

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

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

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) 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 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

ARTICLE 5 LEGAL RESPONSIBILITIES

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

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the

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

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

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

ARTICLE 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 County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

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

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia

Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records 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.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

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 notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

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 facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal 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 Board of Registration and Elections
 Attn: Director
 130 Peachtree St SW, Suite 2186
 Atlanta, Georgia 30303
 Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
 Attn: County Attorney
 141 Pryor Street SW, Suite 4038
 Atlanta, Georgia 30303
 Facsimile: 404.730.6540

If to the City: City Clerk

With a copy to: City Attorney

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 EBINDING 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.

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

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

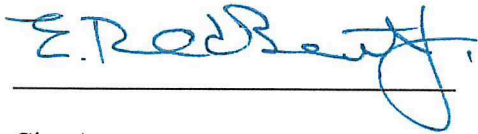
CITY OF JOHNS CREEK, GEORGIA

 (SEAL)

Mayor

Date: 6.29.2021

APPROVED AS TO FORM:



City Attorney



City Clerk (SEAL)

APPROVED AS TO SUBSTANCE:



City Clerk

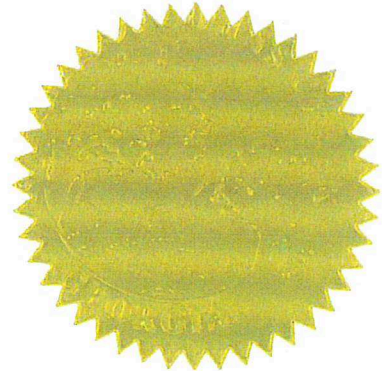


EXHIBIT A

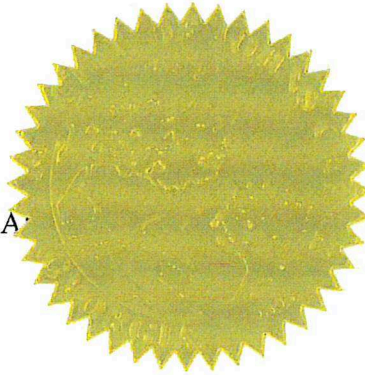
As per the Agreement executed on _____, the City of Johns Creek, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

This 29th day of June, 2021.

Allison Jaypley (SEAL)
City Clerk



The Fulton County Board of Registrations and Elections agrees to conduct the City of Johns Creek General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

Elections Superintendent
Fulton County Board of Registration and
Elections (SEAL)



EXHIBIT B
CITY OF JOHNS CREEK
FLAT RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	57,514	57,514
Cost Per Voter	\$2.96	\$2.46
Total Cost	\$170,241	\$141,484
Grand Total	\$311,726.00	

RESOLUTION

CONCURRENT RESOLUTIONS OF THE BOARDS OF EDUCATION FOR FULTON COUNTY AND THE ATLANTA INDEPENDENT SCHOOL SYSTEM TO PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE REIMPOSITION OR NONIMPOSITION OF A ONE PERCENT SALES AND USE TAX WITHIN FULTON COUNTY FOR EDUCATIONAL PURPOSES:

WHEREAS, the Board of Education of Fulton County (the "Fulton County Board of Education") is charged with the duties of contracting debts and managing the affairs of the Fulton County School District, which embraces all the territory within Fulton County, Georgia (the "County"), with the exception of all territory lying within the Atlanta Independent School District; and

WHEREAS, the Board of Education of the Atlanta Independent School System (the "Atlanta Board of Education") is charged with the duties of contracting debts and managing the affairs of the Atlanta Independent School System, which embraces all the territory within the City of Atlanta, Georgia (the "City"); and

WHEREAS, Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia and the Official Code of Georgia Sections 48-8-140 *et. seq.* authorize the imposition within each school district of each county and each independent school district located within such county in the State of Georgia of a one percent (1%) sales and use tax (the "SPLOST") to be used by school districts for educational purposes conditioned upon approval by a majority of the qualified voters within the boundaries of the local taxing jurisdiction voting in an election held therein; and

WHEREAS, the SPLOST for educational purposes is currently being imposed in the County and will expire on the earlier of June 30, 2022, or the date that the maximum amount of proceeds to be raised from the imposition of the SPLOST shall have been collected; and

WHEREAS, Georgia law requires the Board of Education of each county school district and the Board of Education of each independent school district within such county to adopt concurrent resolutions with respect to the imposition, levy and collection of any one percent (1%) sales and use tax conditioned upon approval by a majority of the qualified voters residing within the limits of the local taxing jurisdiction voting in a referendum thereon; and

WHEREAS, the Fulton County Board of Education and Atlanta Board of Education have determined that the most feasible means of funding certain expenditures for educational purposes within the Fulton County School District and Atlanta Independent School System is by reimposing, levying and collecting a special one percent (1%) sales and use tax within Fulton County as authorized by law; and

WHEREAS, the net proceeds of the SPLOST shall be distributed between the Fulton

County School District and the Atlanta Independent School System on the basis of the latest FTE count prior to the referendum on imposing the SPLOST; and

WHEREAS, the Fulton County Board of Education has determined that it is in the best interests of the citizens of the Fulton County School District that the proceeds of the SPLOST, if authorized, be used to pay or to be applied toward the cost of the projects set forth herein, the payment of expenses incidental to accomplishing the projects, and for the retirement of the outstanding general obligation debt set forth herein; and

WHEREAS, the Atlanta Board of Education has determined that it is in the best interests of the citizens of the Atlanta Independent School System that the proceeds of the SPLOST, if authorized, be used to pay or to be applied toward the cost of the projects set forth herein and the payment of expenses incidental to accomplishing the projects; and

WHEREAS, pursuant to the provisions of the Constitution and laws of the State of Georgia, and pursuant to this resolution, it is necessary to submit to the qualified voters of the County the question of whether or not the one percent (1%) sales and use tax for educational purposes shall be reimposed;

NOW, THEREFORE, BE IT RESOLVED by the Fulton County Board of Education and Atlanta Board of Education, and it is hereby resolved by authority of the same, as follows:

Section 1. Authorization of Sales and Use Tax. There shall be reimposed, levied and collected in Fulton County, Georgia, a one percent (1%) sales and use tax for educational purposes, subject to approval by a majority of the qualified voters residing within the limits of Fulton County voting on the referendum therein to be held November 2, 2021, as authorized by Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia, and by Article 3, Part 2 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), such tax to be imposed on all sales and uses (the "Sales Tax") in Fulton County for a period of twenty quarters (60 months) or the date that the maximum amount of proceeds to be raised from the imposition of the SPLOST shall have been collected, commencing on July 1, 2022, upon the expiration of the currently imposed SPLOST. Such tax shall raise the maximum amount of net proceeds of \$1,831,543,155.40, which shall be expended for the following educational purposes:

For the Fulton County School District ("FCS"):

- (A) The following capital outlay projects ("Fulton Projects") and the expenses incidental to accomplishing the Fulton Projects, including but not limited to implementation expenses, assessment expenses, management expenses and legal expenses, at a total maximum cost of \$1,213,397,340.45 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):

- (i) Replace, renovate, reconstruct, consolidate, or reconfigure (alone or in combination with one or more other schools and/or facilities), or upgrade, add to or modify, and/or provide classroom capacity as needed, acquire land if needed, schools and/or facilities (including site preparation, sitework improvements and the demolition of all or portions of existing structures, as needed) to accommodate current and future student enrollment, class-size and programmatic needs; specifically:

S.L. Lewis Elementary School
Holcomb Bridge Middle School/Haynes Bridge Middle School
Camp Creek Middle School
North Springs High School
School conversions to K-8 Instructional Model

- (ii) Adding to, renovating, modifying, updating, acquiring land (if needed) and equipping some or all of District facilities and schools (as needed) to provide and support the following instructional and program needs:

Renovate Elementary School media centers

Replace, repair or install track and turf at physical education facilities at High Schools

Renovations and/or upgrades to accommodate Career Technical and Agricultural Education (CTAE) program expansions

Renovations and/or upgrades to accommodate expansion of Exceptional Students' educational programs and services

Renovations of audio-visual systems at High Schools

- (iii) Adding to, renovating, modifying, reconfiguring, acquiring land (if needed) restoring, equipping, upgrading, acquiring, replacing and installing capital improvements for various existing and new schools, buildings, physical education athletic facilities and stadiums (including buildings and facilities to be constructed pursuant to this resolution, once completed and including site preparation, site improvements and demolition of existing structures if necessary)—including but not limited to: roofing, plumbing, wiring, electrical systems, LED lights, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, school system safety and security, building security improvements, kitchen equipment replacements, generators and generator back-ups, ceilings, floors and windows, utility and/or other conservation

improvements, physical education facilities, playgrounds, classroom additions, and program-driven modifications, as needed, including but not limited to some or all of the following schools and facilities ("FCS Schools and Facilities"):

Abbotts Hill Elementary School
Alpharetta Elementary School
Barnwell Elementary School
Bethune, Mary M. Elementary School
Birmingham Falls Elementary School
Brookview Elementary School
Campbell Elementary School
Cliftondale Elementary School
Cogburn Woods Elementary School
College Park Elementary School
Conley Hills Elementary School
Crabapple Crossing Elementary School
Creek View Elementary School
Dolvin Elementary School
Dunwoody Springs Elementary School
Jackson, Esther Elementary School
Feldwood Elementary School
Findley Oaks Elementary School
Gullatt, C.H. Elementary School
Hapeville Elementary School
Heards Ferry Elementary School
Hembree Springs Elementary School
Heritage Elementary School
High Point Elementary School
Hilliard, Asa G. Elementary School
Hillside Elementary School
Holmes, Hamilton E. Elementary School
Ison Springs Elementary School
Lake Forest Elementary School
Lake Windward Elementary School
Lee, Seaborn Elementary School
Lewis, S.L. Elementary School
Liberty Point Elementary School
Manning Oaks Elementary School
Medlock Bridge Elementary School
Mimosa Elementary School
Mountain Park Elementary School
New Prospect Elementary School
Nolan, Love T. Elementary School
Northwood Elementary School
Oakley Elementary School
Ocee Elementary School
Palmetto Elementary School
Parklane Elementary School
Randolph, A. Philip Elementary School
Renaissance Elementary School

Autrey Mill Middle School
Bear Creek Middle School
Camp Creek Middle School
Former Crabapple Middle School
Replacement Crabapple Middle School
Elkins Pointe Middle School
Haynes Bridge Middle School
Holcomb Bridge Middle School
Hopewell Middle School
McNair, Ronald E. Middle School
Northwestern Middle School
Renaissance Middle School
Ridgeview Middle School
River Trail Middle School
Sandtown Middle School
Sandy Springs Middle School
Taylor Road Middle School
Webb Bridge Middle School
West, Paul D. Middle School
Woodland Middle School

Alpharetta High School
Banneker, Benjamin High School
Cambridge High School
Centennial High School
Chattahoochee High School
Creskide High School
Hughes, Langston High School
Independence High School
Johns Creek High School
Milton High School
McClarín, Frank High School
North Springs High School
Northview High School
Riverwood High School
Roswell High School
Tri-Cities High School
Westlake High School
Innovation Academy
Global Impact Academy
Fulton Academy of Virtual Excellence
Reconfigured/Replacement Schools
Administrative Center

River Eves Elementary School
 Roswell North Elementary School
 Shakerag Elementary School
 Spalding Drive Elementary School
 State Bridge Crossing Elementary School
 Stonewall Tell Elementary School
 Summit Hill Elementary School
 Sweet Apple Elementary School
 Vickery Mill Elementary School
 West, Evoline C. Elementary School
 Wilson Creek Elementary School
 Wolf Creek Elementary School
 Woodland Elementary School

Former Jo Wells Educational Center site
 Former Instructional Technology Center Kimball
 Bridge Center (Former Maintenance North)
 Maintenance North Facility
 Maintenance South Facility
 North Fulton Center
 North Learning Center
 South Learning Center
 Fulton Schools College and Career Academy
 Teaching Museum North
 Teaching Museum South
 Former Meadows Operations Center site
 Transportation Center North
 Transportation Center South
 Former Warehouse North Annex site
 Warehouse South
 Freemanville Road site

- (iv) Acquiring land and preparing sites for possible future schools, and facilities; constructing new schools and/or facilities; adding to, modifying, replacing, reconfiguring schools and/or facilities to accommodate current and future student enrollment, to provide or consolidate classroom capacity; to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of FCS Schools and Facilities, as needed, including, but not limited to, site preparation, site improvements and the demolition of all or portions of existing structures as needed;
- (v) Making technology improvements, and replacing, purchasing, installing, upgrading or supplementing various technology as needed, such as but not limited to: instructional technology, professional learning technology, information security, process automation and data management and utilization systems, right-to-use technology assets, long term leases and/or licenses of cloud based and other similar technology, disaster recovery systems, firewalls and data security, device management systems, network and connectivity hardware, educational devices hardware support, communication systems, information systems, technology hardware, enterprise content management solutions, enterprise resource planning solutions, data storage systems, and related hardware, software, and infrastructure at some or all of FCS Schools and Facilities, upgrades to wireless communication infrastructure and technology, wireless access points, cabling, emergency response technology, access control technology and equipment, security cameras and surveillance systems, at some or all of FCS Schools and Facilities as needed;
- (vi) Replacing, purchasing, upgrading or supplementing capital equipment

such as: classroom furniture, desks, chairs, tables, instructional equipment, equipment that supports learning, school nutrition equipment, school buses, school bus equipment, school bus lifts, school bus communication systems, school bus cameras, school police vehicles, school police equipment, transportation vehicles, support vehicles, support vehicle equipment, automated fuel management systems, physical access controls and door intercoms, ballistic vests and communication radios, new or existing safety enhancements to doors, entryways, windows, automated external defibrillators, classroom interactive projectors, computer lab equipment and devices, audio-visual equipment, copiers, printers, 3D printers medical, emergency and evacuation equipment, and similar equipment at some or all of FCS Schools and Facilities;

- (vii) Acquiring, modifying, replacing and/or supplementing capital equipment and technology, and modifying, reconfiguring, and equipping, existing buildings, schools and facilities (including buildings and facilities to be constructed pursuant to this resolution, once completed), for minor capital projects, as necessary to implement instructional program-driven modifications and/or programmatic innovations;
- (viii) Acquisition of replacement Banneker High School by making installment purchase payments related to Qualified School Construction Bonds.

For the Atlanta Independent School System:

- (A) The following capital outlay projects ("APS Projects") and the expenses incidental to accomplishing the APS Projects including, but not limited to, implementation expenses, management expenses and legal expenses, at a total maximum cost of \$618,145,814.95 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):
 - (i) Adding to, modifying, reconfiguring schools, replace, renovate, demolish of all or portions of existing schools, buildings and/or facilities, some APS Schools and Facilities or creating new schools to accommodate current and increased student enrollment, class-size reductions, and programmatic needs, and acquiring land and preparing sites for constructing and equipping new or replacement schools and facilities, or equivalent classroom capacity, (including site preparation and the demolition of all or portions of existing structures); and as needed to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of APS Schools and Facilities;

- (ii) Adding to, renovating, modifying, reconfiguring, equipping, upgrading, supplementing, acquiring land (if needed), replacing, and installing capital improvements for various existing and new schools, buildings, stadiums and facilities (including schools, buildings and facilities to be constructed pursuant to this resolution, once completed and including any site preparation and demolition of existing structures if necessary)--e.g., roofing, plumbing, wiring, electrical systems, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, restroom facilities, systems for environmental and air quality control, , classroom additions, kitchens, freezer/cooler replacements, generators and generator back-ups, ceilings, floors and window, utility conservation improvements, fire protection, safety and security improvements, improvements to comply with health, safety and applicable building codes, traffic control and optimization, parking and parking capacity, stormwater management facilities, and program-driven modifications, including but not limited to some or all of the following schools and facilities ("APS Schools and Facilities"):

- | | |
|--|--|
| 1. Adamsville (Kindezi West) Facility | 73. Heritage Academy Facility |
| 2. Archer (Westside Atlanta Charter) Facility | 74. Herndon (Kipp WAYS) Facility |
| 3. Atlanta College and Career Academy Facility | 75. Hill (Kindezi Old 4th Ward) Facility |
| 4. Barack & Michelle Obama Academy Facility | 76. Hollis Innovation Academy Facility |
| 5. Bass Field Site | 77. Honor Farm Site [Thomasville Blvd
(west of Thomasville Park)] |
| 6. Beecher Hills Elementary Facility | 78. Hope-Hill Elementary Facility |
| 7. Benteen Elementary Facility | 79. Howard Middle Facility |
| 8. BEST/CS King YWLA Facility | 80. Humphries Elementary Facility |
| 9. Blalock (KIPP Soul) Facility | 81. Hutchinson Elementary Facility |
| 10. Bolton Academy Facility | 82. Jackson Elementary Facility |
| 11. Boulder Park Site [Boulder Park Dr SW (west
of Greene Nature Preserve)] | 83. Jackson Primary Facility |
| 12. Boyd Elementary Facility | 84. John Lewis Invictus Academy Facility |
| 13. Brandon Elementary Facility | 85. Kimberly Elementary Facility |
| 14. Brandon Primary Center Facility | 86. King Middle Facility |
| 15. Bunche Middle Facility | 87. Lakewood Athletic Stadium Facility |
| 16. Carver High Facility | 88. Le Conte Highway Site [Le Conte Hwy,
north of Clement Dr |
| 17. Cascade Elementary Facility | 89. Little White House @ E. Rivers Facility |
| 18. Centennial Academy Facility | 90. Long Middle Facility |
| 19. Cheney Athletic Field Facility | 91. M. A. Jones Elementary Facility |
| 20. Cleveland Avenue Elementary Facility | 92. Maynard Jackson High Facility |
| 21. CLL/Central Office Facility | 93. Mays High Facility |
| 22. Continental Colony Elementary Facility | 94. Melvin Drive Site [3895 Melvin Dr SW] |
| 23. Cook (Wesley International Academy) Facility | 95. Metropolitan Transportation Facility |
| 24. Deerwood Academy Facility | 96. Midtown High Facility |
| 25. Dobbs Elementary Facility | 97. Miles Elementary Facility |
| 26. Douglass High Facility | |

27. Dunbar Elementary Facility
28. E. Rivers Elementary Facility
29. F. L. Stanton Elementary Facility
30. Fairburn Road Site
31. Fickett Elementary Facility
32. Finch Elementary Facility
33. Forest Canyon Site [Pine Forest Dr @ Hendon Rd]
34. Former Anderson Park Facility [2050 Tiger Flowers Dr NW]
35. Former Bethune Facility [220 Northside Dr NW]
36. Former Brewer Facility [2352 Bagwell Dr SW]
37. Former Campbell Facility [21 Thirkeld Ave SW]
38. Former Carey Facility [1157 6th St NW]
39. Former Chattahoochee Facility [2751 Peyton Rd NW]
40. Former Collier Heights Site [3050 Collier Dr NW]
41. Former Connally Facility [1654 S. Alvarado Ter. SW]
42. Former Cooper Street Site [405 Cooper St SW]
43. Former Dobbs Site [1965 Lewis Rd SE]
44. Former Fain Facility [101 Hemphill School Rd SW]
45. Former Finch Site [2196 Ajax Dr NW]
46. Former Gilbert Facility [407 Ashwood Ave SW]
47. Former Grove Park Facility [20 Evelyn Way NW]
48. Former Guice Facility [1485 Woodland Ave SE]
49. Former Harper Facility [180 Southside Industrial Pkwy]
50. Former Howell Facility [399 Macedonia Rd SE]
51. Former Hubert Facility [982 Memorial Dr SE]
52. Former Inman Facility [774 Virginia Ave NE]
53. Former Lakewood ES Facility [335 Sawtell Ave SE]
54. Former McGill Site [760 Martin St SE]
55. Former North Fulton (AIS) Facility [2890 N Fulton Dr NE]
56. Former Peeples Street Site [525-589 Peeples St SW]
57. Former Pitts Site [2210 Perry Blvd NW]
58. Former Pryor Street Facility [200 Doane St SW]
59. Former Rusk Facility [433 Peeples St SW]
60. Former Sylvan Hills Facility [1757 Melrose Dr SW]
98. Morningside Elementary Facility
99. North Atlanta High Facility
100. Northwest Transportation Facility
101. Oglethorpe Facility
102. Parkside Elementary Facility
103. Perkerson Elementary Facility
104. Peyton Forest Elementary Facility
105. Price Middle Facility
106. Reynoldstown Lot [1002 Manigault St SE]
107. Scott Elementary Facility
108. Simpson Road Site [Sewanee @ Simpson]
109. Slater Elementary Facility
110. Slaton (Atlanta Neighborhood Charter) Facility
111. Smith Intermediate Facility
112. Smith Primary Facility
113. South Atlanta High
114. Sutton Middle 6th Grade Facility
115. Sutton Middle 7th-8th Grade Facility
116. Sylvan Hills Middle School Facility
117. Terry Street Lot [753 Terry St SE]
118. Therrell High Facility
119. Thomasville Heights Elementary Facility
120. Turner (Kipp Atlanta Collegiate Academy) Facility
121. Tuskegee Airmen Global Academy
122. Usher-Collier Elementary Facility
123. Utoy Creek @ Mays Site [west of Mays HS]
124. Broadcasting Facility [740 Bismark Rd NE]
125. Walden Athletic Complex Facility
126. Washington High Facility
127. Waters (Kipp Vision) Facility
128. West Manor Elementary Facility
129. Woodson Park Academy Facility
130. Young Middle Facility
131. Burgess-Peterson Elementary Facility
132. Former Boys & Girls Club Facility [20 Warren St NE]
133. Former Coan Middle Facility [1550 Hosea L Williams Dr NE]
134. Former East Lake Facility [145 4th Ave SE]
135. Former Marshall Facility [1820 Mary Dell Dr SE]
136. Former Wesley Avenue Site [187

- | | |
|--|--|
| 61. Former Towns Facility [760 Bolton Rd. NW] | Wesley Ave NE] |
| 62. Former Venetian Hills Facility [1910 Venetian Dr SW] | 137. Lin Elementary Facility |
| 63. Former West Atlanta Facility [1335 Kimberly Rd SW] | 138. Peterson (Adult Ed.) Facility |
| 64. Former White Facility [1890 Detroit Avenue NW] | 139. Phoenix Academy/Former Crim High Facility |
| 65. Former Williams Facility [1065 Wilkes Cir NW] | 140. Springdale Park Elementary Facility |
| 66. Former Wright Facility [350 Autumn Ln SW] | 141. Toomer Elementary Facility |
| 67. Garden Hills Elementary Facility | 142. Valerie D Thomas Maintenance Facility |
| 68. Gideons Elementary Facility | 143. Whitefoord Facility |
| 69. H. J. Russell West End Academy MS Facility | |
| 70. Hank Aaron New Beginnings Academy Facility | |
| 71. Harper-Archer Elementary Facility | |
| 72. Henderson Athletic Stadium Facility | |

- (iii) Making technology improvements, by acquiring, replacing, purchasing, installing, upgrading or supplementing technology including, but not limited to: instructional technology, information systems hardware, software and infrastructure, digital communication technology, wireless technology, wireless infrastructure, enterprise content management solutions, right-to-use technology assets, long term leases and/or licenses of cloud based and similar technology, data storage systems, telecommunication systems, mass communications systems, technology hardware, software, and related infrastructure at schools and facilities, at some or all of APS Schools and Facilities, upgrades to wireless communication infrastructure and technology, emergency response technology, access control technology and equipment, security cameras and surveillance upgrades at some or all of APS Schools and Facilities;
- (iv) Making athletic field and physical education facility upgrades and improvements at various middle and high schools and stadiums serving such schools;
- (v) Acquiring, replacing, purchasing, refurbishing, equipping and supplementing vehicles and capital equipment including without limitation school buses, , school bus lifts, school police vehicles, school police equipment, support vehicles, fuel management systems, medical, emergency and evacuation equipment, etc.;
- (vi) Replacing, purchasing, upgrading, refurbishing or supplementing capital equipment including, but not limited to, desks, chairs, tables, instructional materials, instructional equipment, physical education equipment, equipment that supports learning, band equipment, kitchen equipment, waste compactors, portable classrooms/modular buildings, custodial

equipment, grounds equipment, and similar capital equipment at some or all of APS Schools and Facilities;

- (vii) Making of site, facility and technology improvements deemed necessary to improve safety and security, and enhance surveillance systems at some or all of APS Schools and Facilities;
- (viii) Acquisition of North Atlanta High School and related facilities by making lease purchase payments related to certificates of participation.

Section 2. Call for Election. The Fulton County Board of Education and Atlanta Board of Education hereby call, and request that the Board of Registration and Elections of Fulton County call, an election to be held in all the voting precincts in Fulton County on the 2nd day of November 2021, for the purposes of submitting to the qualified voters of Fulton County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following language or such other language as may be required by law:

- () YES Shall the special one percent sales and use tax for educational purposes currently imposed in Fulton County be reimposed on July 1 2022 upon the expiration of the
- () NO currently imposed tax, for not longer than 20 consecutive calendar quarters, to raise not more than \$1,831,543,155.40 to be used for the following educational purposes:

For the Fulton County School District:

- (A) for acquiring, reconfiguring and developing land for, constructing and equipping, new and replacement schools and support facilities;
- (B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
- (C) making technology improvements and safety and security improvements for schools and facilities; and
- (D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
- (E) making purchase payments to acquire a replacement high school.

in an amount not to exceed \$1,213,397,340.45 for the Fulton County School District, all as more fully described in the Notice of Election.

For the Atlanta Independent School System:

- (A) for acquiring, reconfiguring and developing land for, constructing and equipping, new

- and replacement schools and support facilities;
- (B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
- (C) making technology improvements and safety and security improvements for schools and facilities; and
- (D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
- (E) making lease/purchase payments to acquire a replacement high school.

at a total maximum cost of \$618,145,814.95, for the Atlanta Independent School System as more fully described in the Notice of Election.

Section 4. Manner of Election. In accordance with O.C.G.A. § 21-2-540, the date of such election shall be, and the election is hereby set for, November 2, 2021. The polls of each election district of the County shall open at 7:00 a.m. and close at 7:00 p.m. The election shall be held in accordance with the election laws of the State of Georgia and the returns of said election shall be made to the Fulton County Board of Education, Atlanta Board of Education, and Board of Registration and Elections for the County, and the Boards of Education and Board of Registration and Elections shall, in the presence of and together with the several managers of the polls, bring up the returns, consolidate the returns and declare the results of the election in the manner required by law.

Section 5. Publication of Call and Notice of Election. The Fulton County Board of Registration and Elections is hereby authorized and instructed to publish the call and the notice of said election as required by law in the newspaper in which sheriff's advertisements of the County are published. The notice of election shall be published once a week for five (5) weeks immediately preceding the date of the election, i.e., November 2, 2021. The notice of Election shall be in substantially the form attached hereto as Exhibit "A", and, by this reference thereto, made a part hereof. Prior to the date of the election authorized herein, there shall be appointed proper Election Managers and Clerks to supervise and hold said election.

Section 6. Notice to Board of Registration and Elections. The Secretary of the Fulton County Board of Education and the Executive Secretary of the Atlanta Board of Education are hereby authorized and directed to deliver a copy of this resolution to the Chairman of the Fulton County Board of Registration and Elections with a request that the Chairman of the Fulton County Board of Registration and Elections order the call of this election or cause the call of this election to be ordered.

Section 7. Further Authority. The proper officers and agents of the School Boards and School Districts are hereby authorized to take any and all further actions as may be required in connection with the imposition of such sales and use tax, the acquisition, constructing, and equipping of the projects and the repayment of the general obligation debt as described herein.

Section 8. General Repeal. Any and all Resolutions or parts thereof in conflict herewith are

hereby repealed.

Section 9. Effective Date. These Concurrent Resolutions shall take effect immediately upon adoption.

[SIGNATURES ON FOLLOWING PAGES]

FULTON COUNTY BOARD OF EDUCATION


By: Julia C. Bernath
Julia Bernath, President


Attest:

[Signature]
Secretary

THIS 17th DAY OF June, 2021.

ATLANTA BOARD OF EDUCATION

By: 
Jason Esteves, Board Chair

Attest: 
Secretary

THIS 27th DAY OF June, 2021.
NOTARY PUBLIC
Linda Peat Israel
Fulton County, GEORGIA
My Commission Expires 10/22/2024

EXHIBIT "A"

NOTICE OF CALL FOR SPECIAL ELECTION
TO THE QUALIFIED VOTERS OF FULTON COUNTY
TO CONSIDER A SPECIAL ONE PERCENT SALES AND USE TAX

NOTICE IS HEREBY GIVEN that on November 2, 2021, an election will be held in all of the election districts of Fulton County, at which time there will be submitted to the qualified voters of Fulton County for their determination the question of whether or not a special one percent (1%) sales and use tax shall be reimposed on all sales and uses in Fulton County beginning July 1, 2022, upon the expiration of the current sales and use tax, and continuing for a period of time not to exceed 20 calendar quarters to raise not more than \$1,831,543,155.40 to be expended for the following educational purposes:

For the Fulton County School District ("FCS"):

(A) The following capital outlay projects ("Fulton Projects") and the expenses incidental to accomplishing the Fulton Projects, including but not limited to implementation expenses, assessment expenses, management expenses and legal expenses, at a total maximum cost of \$1,213,397,340.45 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):

- (i) Replace, renovate, reconstruct, consolidate, or reconfigure (alone or in combination with one or more other schools and/or facilities), or upgrade, add to or modify, and/or provide classroom capacity as needed, acquire land if needed, schools and/or facilities (including site preparation, sitework improvements and the demolition of all or portions of existing structures, as needed) to accommodate current and future student enrollment, class-size and programmatic needs; specifically:

S.L. Lewis Elementary School
Holcomb Bridge Middle School/Haynes Bridge Middle School
Camp Creek Middle School
North Springs High School
School conversions to K-8 Instructional Model

- (ii) Adding to, renovating, modifying, updating, acquiring land (if needed) and equipping some or all of District facilities and schools (as needed) to provide and support the following instructional and program needs:

Renovate Elementary School media centers

Replace, repair or install track and turf at physical education facilities at High Schools

Renovations and/or upgrades to accommodate Career Technical and Agricultural Education (CTAE) program expansions

Renovations and/or upgrades to accommodate expansion of Exceptional Students' educational programs and services

Renovations of audio-visual systems at High Schools

- (iii) Adding to, renovating, modifying, reconfiguring, acquiring land (if needed) restoring, equipping, upgrading, acquiring, replacing and installing capital improvements for various existing and new schools, buildings, physical education athletic facilities and stadiums (including buildings and facilities to be constructed pursuant to this resolution, once completed and including site preparation, site improvements and demolition of existing structures if necessary)—including but not limited to: roofing, plumbing, wiring, electrical systems, LED lights, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, school system safety and security, building security improvements, kitchen equipment replacements, generators and generator back-ups, ceilings, floors and windows, utility and/or other conservation improvements, physical education facilities, playgrounds, classroom additions, and program-driven modifications, as needed, including but not limited to some or all of the following schools and facilities ("FCS Schools and Facilities"):

Abbotts Hill Elementary School	Autrey Mill Middle School
Alpharetta Elementary School	Bear Creek Middle School
Barnwell Elementary School	Camp Creek Middle School
Bethune, Mary M. Elementary School	Former Crabapple Middle School
Birmingham Falls Elementary School	Replacement Crabapple Middle School
Brookview Elementary School	Elkins Pointe Middle School
Campbell Elementary School	Haynes Bridge Middle School
Cliftondale Elementary School	Holcomb Bridge Middle School
Cogburn Woods Elementary School	Hopewell Middle School
College Park Elementary School	McNair, Ronald E. Middle School
Conley Hills Elementary School	Northwestern Middle School
Crabapple Crossing Elementary School	Renaissance Middle School
Creek View Elementary School	Ridgeview Middle School
Dolvin Elementary School	River Trail Middle School
Dunwoody Springs Elementary School	Sandtown Middle School

Jackson, Esther Elementary School
 Feldwood Elementary School
 Findley Oaks Elementary School
 Gullatt, C.H. Elementary School
 Hapeville Elementary School
 Hears Ferry Elementary School
 Hembree Springs Elementary School
 Heritage Elementary School
 High Point Elementary School
 Hilliard, Asa G. Elementary School
 Hillside Elementary School
 Holmes, Hamilton E. Elementary School
 Ison Springs Elementary School
 Lake Forest Elementary School
 Lake Windward Elementary School
 Lee, Seaborn Elementary School
 Lewis, S.L. Elementary School
 Liberty Point Elementary School
 Manning Oaks Elementary School
 Medlock Bridge Elementary School
 Mimosa Elementary School
 Mountain Park Elementary School
 New Prospect Elementary School
 Nolan, Love T. Elementary School
 Northwood Elementary School
 Oakley Elementary School
 Ocee Elementary School
 Palmetto Elementary School
 Parklane Elementary School
 Randolph, A. Philip Elementary School
 Renaissance Elementary School
 River Eves Elementary School
 Roswell North Elementary School
 Shakerag Elementary School
 Spalding Drive Elementary School
 State Bridge Crossing Elementary School
 Stonewall Tell Elementary School
 Summit Hill Elementary School
 Sweet Apple Elementary School
 Vickery Mill Elementary School
 West, Evoline C. Elementary School
 Wilson Creek Elementary School
 Wolf Creek Elementary School
 Woodland Elementary School

Sandy Springs Middle School
 Taylor Road Middle School
 Webb Bridge Middle School
 West, Paul D. Middle School
 Woodland Middle School

 Alpharetta High School
 Banneker, Benjamin High School
 Cambridge High School
 Centennial High School
 Chattahoochee High School
 Creekside High School
 Hughes, Langston High School
 Independence High School
 Johns Creek High School
 Milton High School
 McClarin, Frank High School
 North Springs High School
 Northview High School
 Riverwood High School
 Roswell High School
 Tri-Cities High School
 Westlake High School
 Innovation Academy
 Global Impact Academy
 Fulton Academy of Virtual Excellence
 Reconfigured/Replacement Schools
 Administrative Center
 Former Jo Wells Educational Center site
 Former Instructional Technology Center
 Kimball Bridge Center (Former Maintenance North)
 Maintenance North Facility
 Maintenance South Facility
 North Fulton Center
 North Learning Center
 South Learning Center
 Fulton Schools College and Career Academy
 Teaching Museum North
 Teaching Museum South
 Former Meadows Operations Center site
 Transportation Center North
 Transportation Center South
 Former Warehouse North Annex site
 Warehouse South
 Freemanville Road site

(iv) Acquiring land and preparing sites for possible future schools, and

facilities; constructing new schools and/or facilities; adding to, modifying, replacing, reconfiguring schools and/or facilities to accommodate current and future student enrollment, to provide or consolidate classroom capacity; to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of FCS Schools and Facilities, as needed, including, but not limited to, site preparation, site improvements and the demolition of all or portions of existing structures as needed;

- (v) Making technology improvements, and replacing, purchasing, installing, upgrading or supplementing various technology as needed, such as but not limited to: instructional technology, professional learning technology, information security, process automation and data management and utilization systems, right-to-use technology assets, long term leases and/or licenses of cloud based and other similar technology, disaster recovery systems, firewalls and data security, device management systems, network and connectivity hardware, educational devices hardware support, communication systems, information systems, technology hardware, enterprise content management solutions, enterprise resource planning solutions, data storage systems, and related hardware, software, and infrastructure at some or all of FCS Schools and Facilities, upgrades to wireless communication infrastructure and technology, wireless access points, cabling, emergency response technology, access control technology and equipment, security cameras and surveillance systems, at some or all of FCS Schools and Facilities as needed;
- (vi) Replacing, purchasing, upgrading or supplementing capital equipment such as: classroom furniture, desks, chairs, tables, instructional equipment, equipment that supports learning, school nutrition equipment, school buses, school bus equipment, school bus lifts, school bus communication systems, school bus cameras, school police vehicles, school police equipment, transportation vehicles, support vehicles, support vehicle equipment, automated fuel management systems, physical access controls and door intercoms, ballistic vests and communication radios, new or existing safety enhancements to doors, entryways, windows, automated external defibrillators, classroom interactive projectors, computer lab equipment and devices, audio-visual equipment, copiers, printers, 3D printers medical, emergency and evacuation equipment, and similar equipment at some or all of FCS Schools and Facilities;
- (vii) Acquiring, modifying, replacing and/or supplementing capital equipment and technology, and modifying, reconfiguring, and equipping, existing

buildings, schools and facilities (including buildings and facilities to be constructed pursuant to this resolution, once completed), for minor capital projects, as necessary to implement instructional program-driven modifications and/or programmatic innovations;

- (viii) Acquisition of replacement Banneker High School by making installment purchase payments related to Qualified School Construction Bonds.

For the Atlanta Independent School System:

- (A) The following capital outlay projects (“APS Projects”) and the expenses incidental to accomplishing the APS Projects including, but not limited to, implementation expenses, management expenses and legal expenses, at a total maximum cost of \$618,145,814.95 (the actual amount of the proceeds to be determined by the ratio of Fulton County School District students to Atlanta Independent School students as determined by the latest FTE count prior to the referendum):
 - (i) Adding to, modifying, reconfiguring schools, replace, renovate, demolish of all or portions of existing schools, buildings and/or facilities, some APS Schools and Facilities or creating new schools to accommodate current and increased student enrollment, class-size reductions, and programmatic needs, and acquiring land and preparing sites for constructing and equipping new or replacement schools and facilities, or equivalent classroom capacity, (including site preparation and the demolition of all or portions of existing structures); and as needed to mitigate emergencies (including without limitation natural disasters, pandemics, health and safety) or public takings impacting some or all of APS Schools and Facilities;
 - (ii) Adding to, renovating, modifying, reconfiguring, equipping, upgrading, supplementing, acquiring land (if needed), replacing, and installing capital improvements for various existing and new schools, buildings, stadiums and facilities (including schools, buildings and facilities to be constructed pursuant to this resolution, once completed and including any site preparation and demolition of existing structures if necessary)--e.g., roofing, plumbing, wiring, electrical systems, lighting and lighting systems, painting, water piping, HVAC, ADA renovations, infrastructure improvements, repaving, sidewalks, fire alarm and intercom systems, restroom facilities, systems for environmental and air quality control, , classroom additions, kitchens, freezer/cooler replacements, generators and generator back-ups, ceilings, floors and window, utility conservation improvements, fire protection, safety and security improvements,

improvements to comply with health, safety and applicable building codes, traffic control and optimization, parking and parking capacity, stormwater management facilities, and program-driven modifications, including but not limited to some or all of the following schools and facilities ("APS Schools and Facilities"):

1. Adamsville (Kindezi West) Facility
2. Archer (Westside Atlanta Charter) Facility
3. Atlanta College and Career Academy Facility
4. Barack & Michelle Obama Academy Facility
5. Bass Field Site
6. Beecher Hills Elementary Facility
7. Benteen Elementary Facility
8. BEST/CS King YWLA Facility
9. Blalock (KIPP Soul) Facility
10. Bolton Academy Facility
11. Boulder Park Site [Boulder Park Dr SW (west of Greene Nature Preserve)]
12. Boyd Elementary Facility
13. Brandon Elementary Facility
14. Brandon Primary Center Facility
15. Bunche Middle Facility
16. Carver High Facility
17. Cascade Elementary Facility
18. Centennial Academy Facility
19. Cheney Athletic Field Facility
20. Cleveland Avenue Elementary Facility
21. CLL/Central Office Facility
22. Continental Colony Elementary Facility
23. Cook (Wesley International Academy) Facility
24. Deerwood Academy Facility
25. Dobbs Elementary Facility
26. Douglass High Facility
27. Dunbar Elementary Facility
28. E. Rivers Elementary Facility
29. F. L. Stanton Elementary Facility
30. Fairburn Road Site
31. Fickett Elementary Facility
32. Finch Elementary Facility
33. Forest Canyon Site [Pine Forest Dr @ Hendon Rd]
34. Former Anderson Park Facility [2050 Tiger Flowers Dr NW]
35. Former Bethune Facility [220 Northside Dr NW]
36. Former Brewer Facility [2352 Bagwell Dr SW]
37. Former Campbell Facility [21 Thirkeld Ave SW]
73. Heritage Academy Facility
74. Herndon (Kipp WAYS) Facility
75. Hill (Kindezi Old 4th Ward) Facility
76. Hollis Innovation Academy Facility
77. Honor Farm Site [Thomasville Blvd (west of Thomasville Park)]
78. Hope-Hill Elementary Facility
79. Howard Middle Facility
80. Humphries Elementary Facility
81. Hutchinson Elementary Facility
82. Jackson Elementary Facility
83. Jackson Primary Facility
84. John Lewis Invictus Academy Facility
85. Kimberly Elementary Facility
86. King Middle Facility
87. Lakewood Athletic Stadium Facility
88. Le Conte Highway Site [Le Conte Hwy, north of Clement Dr]
89. Little White House @ E. Rivers Facility
90. Long Middle Facility
91. M. A. Jones Elementary Facility
92. Maynard Jackson High Facility
93. Mays High Facility
94. Melvin Drive Site [3895 Melvin Dr SW]
95. Metropolitan Transportation Facility
96. Midtown High Facility
97. Miles Elementary Facility
98. Morningside Elementary Facility
99. North Atlanta High Facility
100. Northwest Transportation Facility
101. Oglethorpe Facility
102. Parkside Elementary Facility
103. Perkerson Elementary Facility
104. Peyton Forest Elementary Facility
105. Price Middle Facility
106. Reynoldstown Lot [1002 Manigault St SE]
107. Scott Elementary Facility
108. Simpson Road Site [Sewanee @ Simpson]
109. Slater Elementary Facility
110. Slaton (Atlanta Neighborhood Charter)

38. Former Carey Facility [1157 6th St NW]
39. Former Chattahoochee Facility [2751 Peyton Rd NW]
40. Former Collier Heights Site [3050 Collier Dr NW]
41. Former Connally Facility [1654 S. Alvarado Ter. SW]
42. Former Cooper Street Site [405 Cooper St SW]
43. Former Dobbs Site [1965 Lewis Rd SE]
44. Former Fain Facility [101 Hemphill School Rd SW]
45. Former Finch Site [2196 Ajax Dr NW]
46. Former Gilbert Facility [407 Ashwood Ave SW]
47. Former Grove Park Facility [20 Evelyn Way NW]
48. Former Guice Facility [1485 Woodland Ave SE]
49. Former Harper Facility [180 Southside Industrial Pkwy]
50. Former Howell Facility [399 Macedonia Rd SE]
51. Former Hubert Facility [982 Memorial Dr SE]
52. Former Inman Facility [774 Virginia Ave NE]
53. Former Lakewood ES Facility [335 Sawtell Ave SE]
54. Former McGill Site [760 Martin St SE]
55. Former North Fulton (AIS) Facility [2890 N Fulton Dr NE]
56. Former Peeples Street Site [525-589 Peeples St SW]
57. Former Pitts Site [2210 Perry Blvd NW]
58. Former Pryor Street Facility [200 Doane St SW]
59. Former Rusk Facility [433 Peeples St SW]
60. Former Sylvan Hills Facility [1757 Melrose Dr SW]
61. Former Towns Facility [760 Bolton Rd. NW]
62. Former Venetian Hills Facility [1910 Venetian Dr SW]
63. Former West Atlanta Facility [1335 Kimberly Rd SW]
64. Former White Facility [1890 Detroit Avenue NW]
65. Former Williams Facility [1065 Wilkes Cir NW]
66. Former Wright Facility [350 Autumn Ln SW]
67. Garden Hills Elementary Facility
- Facility
111. Smith Intermediate Facility
112. Smith Primary Facility
113. South Atlanta High
114. Sutton Middle 6th Grade Facility
115. Sutton Middle 7th-8th Grade Facility
116. Sylvan Hills Middle School Facility
117. Terry Street Lot [753 Terry St SE]
118. Therrell High Facility
119. Thomasville Heights Elementary Facility
120. Turner (Kipp Atlanta Collegiate Academy) Facility
121. Tuskegee Airmen Global Academy
122. Usher-Collier Elementary Facility
123. Utoy Creek @ Mays Site [west of Mays HS]
124. Broadcasting Facility [740 Bismark Rd NE]
125. Walden Athletic Complex Facility
126. Washington High Facility
127. Waters (Kipp Vision) Facility
128. West Manor Elementary Facility
129. Woodson Park Academy Facility
130. Young Middle Facility
131. Burgess-Peterson Elementary Facility
132. Former Boys & Girls Club Facility [20 Warren St NE]
133. Former Coan Middle Facility [1550 Hosea L Williams Dr NE]
134. Former East Lake Facility [145 4th Ave SE]
135. Former Marshall Facility [1820 Mary Dell Dr SE]
136. Former Wesley Avenue Site [187 Wesley Ave NE]
137. Lin Elementary Facility
138. Peterson (Adult Ed.) Facility
139. Phoenix Academy/Former Crim High Facility
140. Springdale Park Elementary Facility
141. Toomer Elementary Facility
142. Valerie D Thomas Maintenance Facility
143. Whitefoord Facility

- 68. Gideons Elementary Facility
- 69. H. J. Russell West End Academy MS Facility
- 70. Hank Aaron New Beginnings Academy Facility
- 71. Harper-Archer Elementary Facility
- 72. Henderson Athletic Stadium Facility

- (iii) Making technology improvements, by acquiring, replacing, purchasing, installing, upgrading or supplementing technology including, but not limited to: instructional technology, information systems hardware, software and infrastructure, digital communication technology, wireless technology, wireless infrastructure, enterprise content management solutions, right-to-use technology assets, long term leases and/or licenses of cloud based and similar technology, data storage systems, telecommunication systems, mass communications systems, technology hardware, software, and related infrastructure at schools and facilities, at some or all of APS Schools and Facilities, upgrades to wireless communication infrastructure and technology, emergency response technology, access control technology and equipment, security cameras and surveillance upgrades at some or all of APS Schools and Facilities;
- (iv) Making athletic field and physical education facility upgrades and improvements at various middle and high schools and stadiums serving such schools;
- (v) Acquiring, replacing, purchasing, refurbishing, equipping and supplementing vehicles and capital equipment including without limitation school buses, , school bus lifts, school police vehicles, school police equipment, support vehicles, fuel management systems, medical, emergency and evacuation equipment, etc.;
- (vi) Replacing, purchasing, upgrading, refurbishing or supplementing capital equipment including, but not limited to, desks, chairs, tables, instructional materials, instructional equipment, physical education equipment, equipment that supports learning, band equipment, kitchen equipment, waste compactors, portable classrooms/modular buildings, custodial equipment, grounds equipment, and similar capital equipment at some or all of APS Schools and Facilities;
- (vii) Making of site, facility and technology improvements deemed necessary to improve safety and security, and enhance surveillance systems at some or all of APS Schools and Facilities;
- (viii) Acquisition of North Atlanta High School and related facilities by making

lease purchase payments related to certificates of participation.

Section 2. Call for Election. The Fulton County Board of Education and Atlanta Board of Education hereby call, and request that the Board of Registration and Elections of Fulton County call, an election to be held in all the voting precincts in Fulton County on the 2nd day of November 2021, for the purposes of submitting to the qualified voters of Fulton County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following language or such other language as may be required by law:

- () YES Shall the special one percent sales and use tax for educational purposes currently imposed in Fulton County be reimposed on July 1 2022 upon the expiration of the
- () NO currently imposed tax, for not longer than 20 consecutive calendar quarters, to raise not more than \$1,831,543,155.40 to be used for the following educational purposes:

I] For the Fulton County School District:

- (A) for acquiring, reconfiguring and developing land for, constructing and equipping, new and replacement schools and support facilities;
- (B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
- (C) making technology improvements and safety and security improvements for schools and facilities; and
- (D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;
- (E) making purchase payments to acquire a replacement high school.

in an amount not to exceed \$1,213,397,340.45 for the Fulton County School District, all as more fully described in the Notice of Election.

II] For the Atlanta Independent School System:

- (A) for acquiring, reconfiguring and developing land for, constructing and equipping, new and replacement schools and support facilities;
- (B) adding to, upgrading, reconfiguring, renovating, replacing, modifying and equipping existing and replacement schools, support facilities and athletic facilities;
- (C) making technology improvements and safety and security improvements for schools

and facilities; and

(D) acquiring and equipping school buses, school police vehicles, support vehicles, transportation vehicles and other capital equipment;

(E) making lease/purchase payments to acquire a replacement high school.

at a total maximum cost of \$618,145,814.95, for the Atlanta Independent School System as more fully described in the Notice of Election.

The several places for holding said election shall be at the regular and established voting precincts of all of the election districts of Fulton County, and the polls will be open from 7 a.m. until 7 p.m. on the date fixed for the election.

Pursuant to O.C.G.A. § 21-2-224(1), the registration deadline for taking applications from persons desiring to register to vote in this election will be the close of business on October 4, 2021.

All residents of Fulton County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given by the Fulton County Board of Registration and Elections, as election superintendent under O.C.G.A. 21-2-540(d) and 21-2-2(35), pursuant to concurrent resolutions of the Board of Education of Fulton County and the Board of Education of the Atlanta Independent School System.

This notice is given by the Fulton County Board of Registration and Elections, as election superintendent under O.C.G.A. 21-2-540(d) and 21-2-2(35), pursuant to concurrent resolutions of the Board of Education of Fulton County and the Board of Education of the Atlanta Independent School System.

FULTON COUNTY BOARD OF REGISTRATION AND ELECTIONS

BOARD OF EDUCATION OF FULTON COUNTY

BOARD OF EDUCATION OF THE ATLANTA INDEPENDENT SCHOOL SYSTEM

This ____ day of _____, 2021.