



CITY COUNCIL MEETING & PUBLIC HEARING JULY 23, 2025

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
11:30 AM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **CONSENT AGENDA**
 - A. **City Council Meeting Minutes (Meeting of 6/23/2025 at 11:30 AM)**
Consideration of approval of City Council Meeting Minutes from the meeting of June 23, 2025 at 11:30 am.
 - B. **City Council Meeting Minutes (Meeting of 6/23/2025 at 6:30 PM)**
Consideration of approval of the City Council meeting minutes from the meeting of June 23, 2025 at 6:30 pm
 - C. **Financial Management Report (Month Ending May 31, 2025)**
Consideration of approval of the Financial Management Report for the month ending May 31, 2025.
 - D. **Conflict Waiver: City of Milton**
Consideration of approval of a Waiver of Conflict regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to preparing and approving a Memorandum of Agreement for the development of a North Fulton Comprehensive Transportation Plan and with authorization for the Mayor to execute all documents.
5. **NEW BUSINESS**
 - A. **Resolution: Participation in an Amicus Brief**
Consideration of the adoption of a Resolution authorizing the City to participate in an amicus brief in the Chang v. City of Milton Appeal pending before the Georgia Supreme Court.
 - B. **First Amendment to Intergovernmental Agreement: Mayfield Road Demolition**
Consideration of approval of a First Amendment to Intergovernmental Agreement by and between the City of Milton and the City of Alpharetta Regarding a Demolition Project on Mayfield Road and with authorization for the Mayor to execute all necessary documents.
 - C. **Memorandum of Agreement: North Fulton Comprehensive Transportation Plan (NFCTP)**
Consideration of approval of the Memorandum of Agreement between the five (5) North Fulton Cities (Sandy Springs, Roswell, Alpharetta, Milton and Johns Creek) for an update of the NFCTP and with authorization for the Mayor to sign all necessary documents.
 - D. **Request for Proposals 25-117: On-Call Electrical Services for Parks**
Consideration of approval of the award of a contract to Meer Electrical for On-Call Electrical Services for Parks and with authorization for the Mayor to execute all necessary documents.
 - E. **Grant Agreement: Community Development Block Grant - ADA Accessibility Improvements to the Adult Activity Center Parking Lot**
Consideration of approval of an Agreement between Fulton County and the City of Alpharetta for the Community Development Block Grant Program in order to accept grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and with authorization for the Mayor to execute all necessary documents.
 - F. **First Renewal of a Professional Services Agreement Approval: Witt O'Brien's**
Consideration of approval of a First Renewal of a Professional Services Agreement between Witt

O'Brien's, LLC and the City for grant management services and with authorization for the Mayor to execute all necessary documents.

G. Resolution: Certified City of Ethics

Consideration of adoption of a resolution to adopt the five ethics principles set forth in the Georgia Municipal Association's Certified City of Ethics Program.

6. EXECUTIVE SESSION

7. WORK SESSION ITEMS

A. Flock Safety Drone as a First Responder Program

B. Alcohol Ordinance Amendments: Distance Requirements

C. Alpharetta Jail Update

D. Downtown Street Lighting and Camera Replacement

8. PUBLIC COMMENT

9. REPORTS

10. ADJOURNMENT



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 23, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 6/23/2025 at 11:30 AM)

Consideration of approval of City Council Meeting Minutes from the meeting of June 23, 2025 at 11:30 am.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of June 23, 2025 at 11:30 a.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on June 23, 2025 at 11:30 am.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. CC Minutes 6.23.2025 at 1130 am



City Council Meeting & Public Hearing

JUNE 23, 2025

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 11:30 AM

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1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 11:30 a.m.

2. ROLL CALL

• Council Members

- Mayor Jim Gilvin
- Mayor Pro Tem Dan Merkel
- Donald F. Mitchell
- John Hipes
- Fergal M. Brady
- Douglas J. DeRito

• Staff

- Chris Lagerbloom, City Administrator
- Molly Esswein, City Attorney
- Lauren Shapiro, City Clerk
- Adam Montgomery, Director of Information Technology
- Charlie Jewell, Director of Economic Development
- Felicia Wright, Human Resources Specialist
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance

- Deanna McKay, Public Communication & Engagement Coordinator
- Shawn Mitchell, Budget & Procurement Manager

3. PLEDGE TO THE FLAG

4. PUBLIC HEARING

A. Fiscal Year 2026 Budget and Millage Rate Levy

SECOND PUBLIC HEARING – First Public Hearing was held on June 16, 2025

PUBLIC COMMENTS:

- There were no public comments.

5. NEW BUSINESS

A. STG Catering and Concessions, LLC: Alpharetta Recreation, Parks, and Cultural Services Adult Softball Program Concessions

Consideration of the approval of the contract with STG Catering and Concessions, LLC as the provider of the ARPCS Adult Softball program Concessions.

- Director of Recreation, Parks, and Cultural Services, Morgan Rodgers, came forward to present this item.
- STG Catering and Concessions has been contracted by AYSA, the youth softball association, to be their concession provider.
- The AYSA and ARPCS Adult Softball League are on the same contract duration and they are committed to providing high-quality concessions for the patrons that attend both AYSA and ARPCS Adult Softball League activities seasonally, from opening day to closing day.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the contract with STG Catering and Concessions, LLC, 2-year contract to provide concessions at North Park Softball fields 1-4 for the ARPCS Adult Softball program on the terms set forth in the staff report and to authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

B. Purchase Approval: Furniture for the Criminal Investigation Division Office

Consideration of furniture approval for the Criminal Investigation Division (CID) Office at 2972 Webb Bridge Road and with authorization for the Mayor to execute all necessary documents.

- Director of Public Safety, John Robison, came forward to present this item.

- The Department of Public Safety would like to purchase furniture from Global Industrial using GA State Contract 99999-001-SPD0000198-0027.
- The Criminal Investigation Division (CID) will be moving to 2972 Webb Bridge Road, the space formerly occupied by Tech Alpharetta. This purchase includes cubicle walls and partitions, desks, chairs, conference tables, storage cabinets, and lockers for Detectives. The existing furniture in the CID Office will be repurposed for other public safety staff who are moving into their existing office area.
- This is a budgeted item.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the purchase request for furniture for the Criminal Investigation Division (CID) Office from Global Industrial.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

C. Request For Proposal 25-112: On-Call Storm Pipe Cleaning

Consideration of approval to RFP 25-112 to Sweeping Corp. of America for On-Call Storm Pipe Cleaning Services and approve funding in the amount of \$150,000.00 for task order 1 and authorize the Mayor to execute all necessary documents.

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Stormwater pipe cleaning services are needed to supplement City resources by providing quick, proactive storm pipe flushing to prevent flooding and possible damage to property in the event of a clogged storm pipe during storm events. The stormwater pipe cleaning contractor will be utilized to flush current pipe clean work orders, and emergency pipe cleaning on an as-needed basis.
- There is one error in the staff report. The proposals were received on March 27, 2025, not September 27, 2025.
- The Department of Public Works with guidance from the Department of Finance, prepared a Request for Proposals (RFP) and advertised for proposals on February 27th, 2025.
- Sweeping Corp. of America was the highest-scoring firm based on the criteria stated above. Staff contacted references and received positive feedback related to the vendors' response time, knowledge of work being done, and professionalism. Sweeping Corp. of America has had previous contracts with the City and Public Works staff feels confident about Sweeping Corp. completing the work outlined in the RFP with knowledge and professionalism. If awarded, the contract with Sweeping Corp. of America would be for a term of 5 years starting upon contract execution date.

- Public Works has task order 1 for storm pipe cleaning if awarded with a total of 3,073 linear feet of pipe to be cleaned. Public Works will be requesting an estimated \$150,000.00 for the completion of task order 1 and required annual proprietary device maintenance per the City's NPDES MS4 permit requirements. Funding of \$150,000.00 will also be utilized to clean or flush any clogged storm pipe or drain in an emergency situation to prevent flooding and potential property damage.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to approve the award of RFP 25-112 to Sweeping Corp. of America for On-Call Storm Pipe Cleaning Services and approve funding in the amount of \$150,000.00 and authorize the Mayor to execute all necessary documents.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

D. Underground Easement and Construction Agreement: Public Safety Headquarters

Consideration of approval of an Underground Easement and Construction Agreement to Georgia Power 2565 Old Milton Parkway and/or 101 Kimball Bridge Road (Tax Parcel ID # 12 284208010301) and with authorization for the Mayor to execute all necessary documents.

- City Administrator, Chris Lagerbloom, came forward to present this item.
- This is one of two items to be approved. This is to allow easement for the charging facility infrastructure to be installed in front of the Public Safety building to allow Georgia Power to do the work. The second part of this item will be to purchase and install the chargers. That will come before the council in the future.
- If approved, this Underground Easement and Construction Agreement is to give Georgia Power the rights to encroach upon land owned by the City of Alpharetta at 2565 Old Milton Parkway and/or 101 Kimball Bridge Road.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve an Underground Easement and Construction Agreement at the Public Safety Headquarters as presented.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0).

E. Resolution: Condemnation of Parcel 12 of the Old Milton Parkway Project

Consideration of adoption of a Resolution to condemn property interest in Tax Parcel No. 11 014000490829 at 3750 Brookside Parkway, Alpharetta, GA 30005 (Parcel Owner: GRBK Brookside, LLC) of the Old Milton Parkway Project (Parcel No. 12) and with authority for the Mayor to execute all necessary documents.

- City Attorney, Molly Esswein, read the Resolution.
- This is for Parcel 12 of the Old Milton Project. This is a GDOT funded project, the city has to certify the right of way for the project by next Monday, June 30, 2025. While we are working with the property owners in this case to try to avoid having to file the condemnation. This is for 0.004 acres of fee simple right of way with the just and adequate compensation being \$5,200.
- There was a closing completed for this project; but because of a gap in title, the city is having to go back and condemn. The property changed owners. The city is working with the property owner and hoping the condemnation will not have to be filed.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to adopt the Resolution to condemnation of Parcel 12 of the Old Milton Parkway Project as presented this afternoon.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).

6. PUBLIC COMMENT

- There were no public comments.

7. EXECUTIVE SESSION

- ❖ Council Member Mitchell offered a motion to recess and go into executive session for the purpose of discussing property disposal, cyber security, and personnel.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
- Mayor Gilvin recessed the meeting at 11:43 a.m.
- Mayor Gilvin reconvened the meeting at 12:34 p.m.
- ❖ Mayor Pro Tem Merkel offered a motion to reconvene the meeting.
 - Council Member Brady seconded the motion.
 - The motion was approved unanimously (6-0)

8. ADJOURNMENT

- ❖ Council Member Brady offered a motion to adjourn the meeting.

- Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 12:35 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 23, 2025

AGENDA ITEM:

City Council Meeting Minutes (Meeting of 6/23/2025 at 6:30 PM)

Consideration of approval of the City Council meeting minutes from the meeting of June 23, 2025 at 6:30 pm

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, the City Council meeting minutes from the meeting of June 23, 2025 at 6:30 p.m.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

City Clerk, Lauren Shapiro, prepared a synopsis of the pertinent information that occurred during the City Council meeting on June 23, 2025 at 6:30 pm.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a new business item.

ATTACHMENTS:

1. CC Minutes 6.23.2025 at 630 pm



City Council Meeting & Public Hearing

JUNE 23, 2025

UNOFFICIAL MINUTES

Office of the City Clerk

ALPHARETTA CITY HALL

COUNCIL CHAMBERS | 2 PARK PLAZA | 6:30 PM

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1. CALL TO ORDER

- Mayor Gilvin called the meeting to order at 6:30 p.m.
- Mayor Gilvin announced the item "F" under "Public Hearing" titled "CLUP-25-05/Z-25-05 Wooten Track Townhomes" has been deferred to the July 28, 2025, City Council Meeting. There will be no discussion on this item this evening.
- Mayor Gilvin announced item "F" under "New Business" titled "MP-25-01/CU-25-05 Fulton Science Academy/Cousins WestsideMP Pod R" has been withdrawn by the applicant.

2. ROLL CALL

- **Council Members**
 - Mayor Jim Gilvin
 - Mayor Pro Tem Dan Merkel
 - Donald F. Mitchell
 - John Hipes
 - Fergal M. Brady
 - Douglas J. DeRito
- **Staff**
 - Chris Lagerbloom, City Administrator
 - Molly Esswein, City Attorney
 - Lauren Shapiro, City Clerk
 - Brooke Lappin, Director of Courts
 - Charlie Jewell, Director of Economic Development
 - Cris Randall, Director of Human Resources
 - John Robison, Director of Public Safety
 - Kathi Cook, Director of Community Development

- Morgan Rodgers, Director of Recreation, Parks, and Cultural Services
- Pete Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Bret Schroeder, Code Enforcement Manager
- David Cureton, Information Systems Manager
- Deanna McKay, Public Communication & Engagement Coordinator
- Michael Woodman, Planning and Development Services Manager

3. PLEDGE TO THE FLAG

4. PRESENTATIONS & PROCLAMATIONS

A. AGaretta Box Recognition: Max Draughn and Mackenzie Schoeneck

- Mayor Gilvin presented a proclamation to Cambridge High School graduates Max Draughn and Mackenzie Schoeneck in recognition of their work and entrepreneurship with AGaretta Box and the impact of bringing fresh herbs, vegetables, and products to the community.

5. CONSENT AGENDA

A. City Council Meeting Minutes (June 16, 2025)

Consideration of approval of the City Council meeting minutes from the meeting of June 16, 2025.

B. Canton Street Right-Of-Way Warranty Deed

Consideration of acceptance of right-of-way located at 100 Shady Grove Lane from the property owner to the City along Canton Street following the installation of a new public sidewalk with the authorization for the Mayor to execute all necessary documents.

C. Contract Approval: Chrisally Events Contract

Consideration of approval of the contract with Chrisally Events, provider for Wills Park summer day camp for the Recreation Division of Recreation, Parks & Cultural Services and with authorization for the Mayor to execute all necessary documents.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the Consent Agenda.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

6. PUBLIC HEARING

A. Announcement of Public Hearing Procedures

City Attorney, Molly Esswein, announced the public hearing procedures.

B. CU-25-09 Chung's Taekwondo Academy

Consideration of a conditional use to allow a 'School, Commercial' for Chung's Taekwondo Academy. A conditional use is required to allow a 'School, Commercial' in the O-P (Office Professional) zoning district. The property is located at 480 North Main Street, Suite 216 and is legally described as being located in Land Lot 1180, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Eui Hwang Chung, is requesting a conditional use to allow 'School, Commercial' in a 2,200 square foot suite in an existing shopping center for Chung's Taekwondo Academy. The business is a martial arts school. The subject property is located at 480 North Main Street, Suite 216 on the west side of North Main Street just south of Canton Street.
- This item was considered at the June 5, 2025 Planning Commission meeting. There were no public comments. After discussion, the Commission recommended approval subject to the staff recommended conditions (vote 6-0).
- City staff has reviewed the applicant's request and is recommending approval of CU-25-09 Chung's Taekwondo Academy, subject to the following conditions:
 1. 'School, Commercial' shall be added as a conditional use at 480 North Main Street, Suite 216 and limited to no more than 2,200 square feet.
 2. Conditional use approval shall be limited to Chung's Taekwondo Academy; no additional 'School, Commercial' use or subleasing shall be permitted within the approved space.
 3. 'School, Commercial' shall be limited to a martial arts studio.
 4. Hours of operation shall be Monday – Friday 1:00 pm – 8:00 pm and Saturday 10:00 am – 1:00 pm.
 5. Signage used for the business shall be submitted to DRB and in compliance with the City's Sign Code.
- The submitted request, if approved, would allow Chung's Taekwondo Academy to operate a 'School, Commercial' use in a 2,200 square foot suite in an existing shopping center. The business is a martial arts school. The subject property is located at 480 North Main Street, Suite 216 on the west side of North Main Street just south of Canton Street.
- The property is zoned O-P (Office-Professional) and is developed with a two (2) story, 8,251 square foot building (Main Street Walk). Surrounding properties are zoned C-1 (Neighborhood Commercial) to the north and south, R-15 (Dwelling, 'For-Sale', Residential) to the west, and C-2 (General Commercial) to the east. Main Street Walk is located to the north, Surrey Place is located to the west, Joseph & Friends Hair Salon is located to the south, and an undeveloped commercial property is located to the east.

The comprehensive land use plan designation of the property is 'Mixed Use Live Work', which supports the applicant's proposal.

- Staff estimates that the proposed use will generate approximately three (3) AM Peak Hour trips and nine (9) PM Peak Hour trips.
- According to the application, Chung's Taekwondo Academy is a martial arts school in operation since 1989. The business offers martial arts classes for children, teens and adults. Chung's Taekwondo Academy has an existing location at 12915 Highway 9, which will be closed and relocated to the proposed location. Hours of operation are proposed to be Monday – Friday 1:00 PM – 8:00 PM and Saturday 10:00 AM – 1:00 PM. The applicant anticipates approximately two (2) employees.
- The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no public comments were received.
- The Community Zoning Information Meeting was held on May 14, 2025. There were no public comments.
- Staff has reviewed the applicant's proposal against the review criteria for a conditional use. The proposal would not adversely affect the existing use or usability of adjacent or nearby properties, which are primarily developed with commercial and office uses. Similar uses, such as a dance studio, have been permitted to operate at Main Street Walk.
- The applicant, Eui Huang Chung, came forward to speak on behalf of their application.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve CU-25-09 Chung's Taekwondo Academy, subject to the following conditions:
 1. 'School, Commercial' shall be added as a conditional use at 480 North Main Street, Suite 216 and limited to no more than 2,200 square feet.
 2. Conditional use approval shall be limited to Chung's Taekwondo Academy; no additional 'School, Commercial' use or subleasing shall be permitted within the approved space.
 3. 'School, Commercial' shall be limited to a martial arts studio.
 4. Hours of operation shall be Monday – Friday 1:00 pm – 8:00 pm and Saturday 10:00 am – 1:00 pm.
 5. Signage used for the business shall be submitted to DRB and in compliance with the City's Sign Code.
 - Council Member Mitchell seconded the motion.

- The motion was approved unanimously (6-0).

C. V-25-09/E-25-05 Dogwood Square

Consideration of a parking special exception to reduce parking and a variance to gate a private street for a senior living community located in the Downtown Overlay. A parking special exception is requested from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.2.2 to gate a private street. The property is located at 555 Janis Lane and is legally described as being located in Land Lots 695 & 696, 1st District, 2nd Section, Fulton County, Georgia.

- Planning and Development Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Dogwood Square, is requesting a parking special exception to reduce parking and a variance to gate a private street on 3.17 acres in the Downtown Overlay. The applicants request is related to a rehabilitation of the property, including ADA and emergency accessibility improvements, and outdoor amenity improvements. A parking special exception is requested to reduce the existing parking from 98 to 86 spaces and a variance is requested from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.4.1 to gate a private street. The subject property is located at 555 Janis Lane near the southeast corner of South Main Street and Old Milton Parkway.
- The submitted request, if approved, would allow for a reduction in parking and allow a private street to be gated. The applicant's request is related to a rehabilitation of the property, including ADA and emergency accessibility improvements, and outdoor amenity improvements. The subject property is located at 555 Janis Lane near the southeast corner of South Main Street and Old Milton Parkway.
- Staff recommends that Mayor and Council approve E-25-05/V-25-09 Dogwood Square, subject to the following conditions:
 1. Site improvements shall be developed substantially as depicted on the submitted site plan, as approved by Staff.
 2. Janice Lane shall be permitted to be gated substantially as depicted on the submitted site plan and getting shall be privately maintained by property owner.
 3. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.
 4. Parking shall be permitted as requested by the applicant.
 5. No parking and no turnaround signs shall be added along Janice Lane, as approved by Staff.

6. Subject to HUD approval, a 10' public access easement shall be dedicated to the City at the end of Alpha Loop for a future pedestrian crossing, as depicted in Exhibit A.
 7. Chain link fence around detention pond on Janis Lane shall be replaced with a decorative black metal fence, as approved by Staff. A row of shrubs shall be planted along the perimeter of the fence where visible from Janice Lane, as approved by Staff.
- The 3.1-acre property is zoned C-2 (General Commercial) and was developed in 1987 with a five (5) story, multi-family building currently known as Dogwood Square. According to the application, Dogwood Square is a 100-unit residential building serving low-income seniors and physically handicapped individuals. Surrounding properties are zoned C-2, except that the property to the south and west is zoned DT-MU (Downtown Mixed-Use). The Maxwell is located to the south and west, Alpharetta Crossing shopping center is located to the east, and Park Plaza office building and Boutique Karma are located to the north. The comprehensive land use plan designation of the property is 'Mixed Use'.
 - In the Downtown Overlay, parking can be met with on-site parking and on-street parking located adjacent to and on the same side of the street as the site. If parking cannot be satisfied as described above, Parking In-Lieu Fees or a Parking Special Exception may be pursued. A Parking Special Exception may be considered when some or all of the required parking is not satisfied on-site or with adjacent on-street parking and the requirement is not satisfied through parking in-lieu fees. Parking special exceptions may be granted when the character of the use is such that the full provisions of on-site parking facilities is unnecessary, or when a site is unable to accommodate the required number of parking spaces due to the site's size, shape, topography, existing buildings, existing trees, other natural features, or required buffers.
 - The applicant is undergoing a rehabilitation of the property, which includes gating the property, addressing ADA and emergency accessibility, and creating more outdoor spaces for residents. The building has 100 units with a combination of studio and one (1) bedroom units. At the time Dogwood Square was developed, the City's Unified Development Code (UDC) required one (1) space per bedroom, or 100 spaces. A parking variance was previously granted on the property in 1985 to reduce the required parking from 100 to 90 spaces. The applicant requests a reduction in the existing parking from 90 to 86 spaces to allow for a rehabilitation of the property, including ADA and emergency accessibility improvements, and outdoor amenity improvements. According to the application, Dogwood Square Management reports anywhere from ten (10) to fifteen (15) vacant parking spaces on a normal day.
 - The applicant also requests a variance from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.4.1 to allow a private street to be gated. Janis Lane is private street providing the only access for Dogwood Square. Recently, The

Maxwell mixed-use development added the only other curb cut on Janis Lane near South Main Street. According to the application, Dogwood Square is experiencing issues with customers from The Maxwell using Dogwood Square's parking lot for overflow on weekend nights and during events. In response, the applicant is requesting to gate Janis Lane at the point where Janis Lane terminates into the parking lot for Dogwood Square. The gating design includes a turnaround area.

- Cissy Watson, came forward to speak on behalf of this application.
- The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that no comments were received.
- This item was considered at the May 14, 2025 Community Zoning Information meeting. There were one (1) public comment in support of the request.
- Staff has reviewed the applicant's request against the review criteria for a parking special exception and variance. Dogwood Square serves seniors and physically handicapped individuals and does not demand as much parking as required by the UDC. The variance to allow the property to be gated would improve the safety of Dogwood Square residents and deter customers of The Maxwell from utilizing Dogwood Square's parking lot. If approved, aesthetic improvements are recommended along Janis Lane, as well as an easement for a future connection to the Alpha Loop.

CITY COUNCIL DISCUSSION:

- Council Member Hipes inquired regarding Janice Lane being a public or private street.
- Council Member Mitchell asked for more information about the connection of the property with the Alpha Loop and putting a gate closer to the start of the private property.
- Council Member Brady questioned regarding the access of public safety vehicles.
- Council Member DeRito inquired about the gate design and its compliance with public safety requirements.
- Council Member Brady requested more information about the renovations to the applicant.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Mayor Pro Tem Merkel offered a motion to approve V-25-09/E-25-05 Dogwood Square subject to the following conditions:
 1. Site improvements shall be developed substantially as depicted on the submitted site plan, as approved by Staff.

2. Janice Lane shall be permitted to be gated substantially as depicted on the submitted site plan and getting shall be privately maintained by property owner.
3. Gate access shall be provided by siren, keypad, Knox key and meet 2012 IFC 503.6.
4. Parking shall be permitted as requested by the applicant.
5. No parking and no turnaround signs shall be added along Janice Lane, as approved by Staff.
6. Subject to HUD approval, a 10' public access easement shall be dedicated to the City at the end of Alpha Loop for a future pedestrian crossing, as depicted in Exhibit A.
7. Chain link fence around detention pond on Janis Lane shall be replaced with a decorative black metal fence, as approved by Staff. A row of shrubs shall be planted along the perimeter of the fence where visible from Janice Lane, as approved by Staff.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

D. V-25-11 12725/12735 Providence Road

Consideration of a variance to allow a T-turnaround in lieu of a cul-de-sac for a new local street serving a seven (7) lot single-family detached subdivision. A variance is requested from the Unified Development Code (UDC) Subsection 3.5.2(e) to allow a T-turnaround in lieu of a cul-de-sac. The property is located at 12725 & 12735 Providence Road and is legally described as being located in Land Lot 1106, 2nd District, 2nd Section, Fulton County, Georgia.

- Planning and Services Manager, Michael Woodman, came forward to present this item.
- The applicant, Barry Dunlop, is requesting consideration of a variance to allow a T-turnaround in lieu of a cul-de-sac for a seven (7) lot single-family detached subdivision on 3.25 acres. A variance is requested to Unified Development Code (UDC) Subsection 3.5.2(E) to allow a street to terminate in a T-turnaround. The subject property is located at 12725 & 12735 Providence Road across from the intersection of Providence Road and Bates Road.
- Staff is recommending that Mayor and Council approve V-25-11 12725/12735 Providence Road T-Turnaround, subject to the following conditions:
 1. T-turnaround shall be permitted as depicted on the site plan prepared by Paradigm, dated 3/7/2025.
 2. Home style and materials shall complement the homes in the area, as approved by Staff.

3. Developer shall provide a 20' heavily landscaped strip and 30' side corner building setback along Providence Road.
 4. Developer shall provide a 10' landscape strip along the north, south and east property lines.
 5. Encroachment into the critical root zone (CRZ) of off-site, saved trees shall be limited to no more than 20%, subject to final approval by Staff. Off-site tree removal resulting from CRZ encroachments exceeding 20% shall require written approval from the property owner.
- The submitted request, if approved, would allow a T-turnaround in lieu of a cul-de-sac for a seven (7) lot single-family detached subdivision on 3.25 acres. A variance is requested to Unified Development Code (UDC) Subsection 3.5.2 (E) to allow a street to terminate in a T-turnaround. The subject property is located at 12725 & 12735 Providence Road across from the intersection of Providence Road and Bates Road.
 - The property is zoned R-15 (Dwelling, 'For-Sale', Residential) and is developed with two (2) single-family detached homes. Surrounding properties are zoned R-15 to the north, east and south and R-22 (Dwelling, 'For-Sale', Residential) to the west. Lantern Ridge is located to the north and east, Spence's Field is located to the south, and Hearthstone Manor is located to the west.
 - A variance is requested to UDC Subsection 3.5.2 (E) to allow a street to terminate in a T-turnaround. The applicant provided a Code-compliant site plan that meets R-15 development regulations, as well as the cul-de-sac requirement. According to the applicant, the primary reason for the variance is to maximize residential lot area and minimize impervious area.
 - This item was considered at the May 14, 2025 Community Zoning Information meeting. There were public comments with questions regarding an updated tree survey, stormwater, is turnaround necessary would prefer more green space, visibility on Providence Road, and need speed humps on Providence Road.
 - The Citizen Participation Plan Report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that comments were received from three (3) neighbors with questions and concerns over more green space, stormwater runoff, updated tree survey, and visibility at new road and Providence Road.
 - Staff has reviewed the applicant's request against the review criteria for a variance. The request to allow a new local street to terminate in a T-turnaround would reduce the overall impervious area of the subdivision and maximize residential lot area.
 - The applicant, Barry Dunlop, came forward to speak on behalf of this application.

PUBLIC COMMENTS:

- There were no public comments.

- ❖ Mayor Pro Tem Merkel offered a motion to approve V-25-11 12725/12735 Providence Road T-Turnaround, subject to the following conditions:
 1. T-turnaround shall be permitted as depicted on the site plan prepared by Paradigm, dated 3/7/2025.
 2. Home style and materials shall complement the homes in the area, as approved by Staff.
 3. Developer shall provide a 20' heavily landscaped strip and 30' side corner building setback along Providence Road.
 4. Developer shall provide a 10' landscape strip along the north, south and east property lines.
 5. Encroachment into the critical root zone (CRZ) of off-site, saved trees shall be limited to no more than 20%, subject to final approval by Staff. Off-site tree removal resulting from CRZ encroachments exceeding 20% shall require written approval from the property owner.
 - Council Member Brady seconded the motion.
 - Council Member Hipes offered a friendly amendment that the motion include "The option for the applicant to include underground detention, subject to staff's input and approval."
 - Council Member Brady accepts the friendly amendment.
 - Mayor Pro Tem Merkel accepts the friendly amendment.
 - The motion was approved unanimously (6-0).

E. V-25-08 Brown/190 Canton Street

Consideration of a variance to allow a carriage house with garage doors facing the street to be constructed before the primary residence. A variance is requested from Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.4.6(C) to allow garage doors facing the street without the required 20' recess behind the front façade of a single-family detached home. The property is located at 190 Canton Street and is legally described as being located in Land Lot 1252, 2nd District, 2nd Section, Fulton County, Georgia.

- Director of Community Development, Kathi Cook, came forward to present this item.
- The applicant, Madewell, is requesting consideration of a variance to allow for the construction of a carriage house with garage doors facing the street prior to the construction of the primary residence on a 0.90 acre unplatted lot in the Downtown. A variance is requested to allow garage doors facing the street for a single-family detached dwelling unit without the required twenty-foot (20') setback from the front façade. The subject property is located at 190 Canton Street near the southwest corner of Mayfield Road and Canton Street.

- Staff recommends that Mayor and Council approve V-25-08 Brown/190 Canton Street, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Travis Pruitt & Associates, Inc., dated 3/3/25, including clearing limits and future home placement, except for modifications required to comply with the conditions below.
 2. Building architecture and materials shall be substantially similar to the submitted renderings, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant comments, with final approval by Staff.
 3. Primary residence shall be constructed in the Shingle architectural style to compliment the carriage house, subject to final approved by Staff.
 4. Developer shall improve Canton Street frontage with a 6' planter (planted with street trees), 8' brick sidewalk (or other material approved by Staff) and decorative pedestrian lighting, as approved by Staff.
 5. If sufficient planting space is available, landscape strip along Canton Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
 6. Tree removal for the carriage house shall be substantially similar to the tree protection plan prepared by Travis Pruitt & Associates, Inc., dated 3/3/25. Tree removal for the primary residence shall be considered with the applicable land disturbance permit.
 7. Tree #5 shall be saved with the construction of the carriage house. The condition of tree #5 shall be re-assessed with the development of the primary residence and may be removed pending a determination of poor health and/or structure or other factors, as determined by Staff.
 8. Critical root zone encroachments on off-site trees shall be limited to no more than 20%.
 9. Per private agreement, developer shall provide a row of trees along the south property line adjacent to the existing home at 184 Canton Street.
 10. In conjunction with the construction of the primary residence, a decorative low wall, fence, or hedge shall be provided along the property's frontage on Canton Street to define the front yard. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping vines, as approved by Staff.
- The submitted request, if approved, will allow for the construction of a carriage house with garages doors facing the street prior to the construction of the primary residence on 0.90 acres in the Downtown. A variance is requested to allow garage doors facing the street for a single-family detached dwelling unit without the required twenty-foot (20')

setback from the front facade. The subject property is located at 190 Canton Street near the southwest corner of Mayfield Road and Canton Street.

- The undeveloped property is zoned R-15 (Dwelling, 'For-Sale', Residential) and was developed with a single-family detached home that was recently demolished. Surrounding properties are zoned R-15 to the north, west and south, and DT-R (Downtown Residential) and DT-LW (Downtown Live-Work) to the east. The Teasley Upshaw House is located to the north, Meadow Brook Hills subdivision is located to the west, the Bagwell Lewis House is located to the south, and the John C. Weatherford House and Hudson Park are located to the east. The property is located within the Downtown Overlay and has a comprehensive land use plan designation of 'Downtown Residential Density'.
- A variance is requested to Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.2.12(D) to allow a carriage house with garage doors facing the street without the required twenty-foot (20') recess behind the front facade. The applicant states that the variance is necessary due on-site and off-site specimen trees, which limit the buildable area on the property.
- The submitted site plan depicts a two (2) story, 1,211 square foot carriage house situated at the rear of a 0.90-acre residential lot. The carriage house is setback approximately 256' from Canton Street, eleven feet (11') on the north side, 49' on the south side and 26' at the rear. The carriage house has a two (2) car garage with garage doors facing the street. The existing curb cut is depicted to remain with the driveway extended to the back of the property. The future primary residence is depicted on the site plan with a motor court between the primary residence and the carriage house. An eight-foot (8') brick sidewalk is depicted along Canton Street; however, the six-foot (6') planter is not provided.
- The Unified Development Code (UDC) requires 2.5 parking spaces for the proposed carriage house, of which there are two (2) spaces in the garage and two (2) spaces on the driveway.
- The submitted tree survey and assessment identifies several trees on the property, including three (3) on-site specimen trees and two (2) off-site boundary specimen trees. The site plan depicts removal of several smaller trees at the rear of the lot, as well as off-site to accommodate a sewer extension. The City Arborist does not agree with the applicant's arborist's assessment of tree #5 (41" Water Oak), which is located near the common property line with 212 Canton Street. It is recommended that tree #5 be saved and re-assessed prior to the construction of the primary residence.
- The applicant provided renderings depicting the carriage house drawing from the Romanesque subtype of the Shingle architectural style. The structure is proposed to have a continuous wood shingle exterior with stone water table. The proposed rendering was reviewed by the Downtown Consultant who believes the design generally complies with the Downtown Overlay building design regulations.

- The Downtown Consultant provided the following comments on the proposed rendering:
 - Concerned about the continuity between the architectural shingles of the roof and the cedar shingles of the wall cladding will not reflect visual continuity of the structure.
 - Three (3) centered arches over the garage doors are not typical features of the Shingle style. Round arches, like that over the front door, are universally used for this style.
 - Doors to front-facing balcony should be either flat (recommended) or round arch like front door.
 - Balusters should read as wood, not iron.
- This item was considered at the May 14, 2025 Community Zoning Information meeting. There was a public comment with concerns over property ownership being labeled incorrectly on the survey and erosion problems near the adjacent property to the south. The adjacent property owner requested some trees between the properties.
- The Citizen Participation Plan Report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that the applicant received feedback from neighboring properties with concerns over removal of tree #5, driveway extension and stormwater runoff. City Staff received correspondence from an adjacent property owner with concerns over removal of tree #5, whether the lot would be split and questions about the driveway extension.
- Staff has reviewed the applicant's proposal against the established review criteria for a variance. The carriage house will be setback approximately 256' from Canton Street and will become compliant with the Downtown Code once the primary residence is constructed. In addition, variances have been approved in the Downtown to reduce or eliminate the street-facing recess requirements for garage doors. If approved, tree #5 should be saved and re-assessed prior to the construction of the primary residence.
- Tori Young (Madewell Homes) came forward to present on behalf of Rita and Mike Brown, the homeowners and applicant.

CITY COUNCIL DISCUSSION

- Council Member Mitchell inquired about the rendering about the permanent home, the square footage requirements for an underground detention system, and shares his excitement about the Romanesque style home.
- Council Member Brady inquired about the timeline of the construction.
- Council Member DeRito asked a follow up question regarding a condition that can be implemented for a stormwater management system.

PUBLIC COMMENTS:

- Claudia Lewis (184 Canton Street, Alpharetta, GA 30009) and shares her concerns regarding the drainage in the area of the Carriage House and spoke in favor of this item.
- The applicant clarified Claudia Lewis' concerns, regarding the fact that there are definite plans for an underground detention system after the construction has been completed.
- ❖ Mayor Pro Tem Merkel offered a motion to approve V-25-08 Brown/190 Canton Street, subject to the following conditions:
 1. Site shall be developed substantially similar to the site plan prepared by Travis Pruitt & Associates, Inc., dated 3/3/25, including clearing limits and future home placement, except for modifications required to comply with the conditions below.
 2. Building architecture and materials shall be substantially similar to the submitted renderings, except for modifications required to comply with these conditions and in compliance with the Alpharetta Downtown Code and Downtown Consultant comments, with final approval by Staff.
 3. Primary residence shall be constructed in the Shingle architectural style to compliment the carriage house, subject to final approved by Staff.
 4. Developer shall improve Canton Street frontage with a 6' planter (planted with street trees), 8' brick sidewalk (or other material approved by Staff) and decorative pedestrian lighting, as approved by Staff.
 5. If sufficient planting space is available, landscape strip along Canton Street shall be planted with shade trees as a continuation of what has been planted or designed in the Downtown and outside of utility easements and overhead utilities, as approved by Staff.
 6. Tree removal for the carriage house shall be substantially similar to the tree protection plan prepared by Travis Pruitt & Associates, Inc., dated 3/3/25. Tree removal for the primary residence shall be considered with the applicable land disturbance permit.
 7. Tree #5 shall be saved with the construction of the carriage house. The condition of tree #5 shall be re-assessed with the development of the primary residence and may be removed pending a determination of poor health and/or structure or other factors, as determined by Staff.
 8. Critical root zone encroachments on off-site trees shall be limited to no more than 20%.
 9. Per private agreement, developer shall provide a row of trees along the south property line adjacent to the existing home at 184 Canton Street.
 10. In conjunction with the construction of the primary residence, a decorative low wall, fence, or hedge shall be provided along the property's frontage on Canton Street to

define the front yard. Fences shall be metal, and walls shall be brick, stone, or similar material and shall be covered in creeping vines, as approved by Staff.

- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0).

F. PH-25-09 City of Alpharetta Capital Improvement Element (CIE)

Consideration of a resolution adopting the Fiscal Year 2024 Capital Improvement Element and Annual Report.

- Planning and Services Manager, Michael Woodman, came forward to present this item.
- City Attorney, Molly Esswein, read the Resolution title aloud.
- Staff recommends approval of the resolution adopting the Fiscal Year 2024 Capital Improvement Element (CIE) and Annual Report.
- The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.
- The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.
- City Council approved a resolution authorizing Staff to transmit the CIE to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) on May 5, 2025. ARC notified the City on May 29, 2025 that the Georgia Department of Community Affairs issued a finding of fact that the Capital Improvement Element adequately address the Local Planning Requirements.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member DeRito offered a motion to adopt the resolution for the Fiscal Year 2024 Capital Improvement Element and Annual Report.
 - Council Member Mitchell seconded the motion.
 - The motion was approved unanimously (5-0).

G. CLUP-25-05/Z-25-05 Wooten Tract Townhomes

DEFERRED: This item has been deferred by the applicant to the July 28, 2025 City Council Meeting and will not be heard or considered during this meeting.

Consideration of a comprehensive land use plan amendment and rezoning to allow 67 'For-Sale' townhomes on 10.19 acres. A comprehensive land use plan amendment is required from 'Mixed Use' to 'High Density Residential' and a rezoning is required from O-I (Office-Institutional) to R-10M (Dwelling, 'For-Rent' or 'For-Sale', Residential). The property is located at 0 North Fulton Expressway and is legally described as being located in Land Lot 609, 1st District, 2nd Section, Fulton County, Georgia.

H. Fiscal Year 2026 Budget and Millage Rate Levy

THIRD PUBLIC HEARING – First Public Hearing was held on June 16, 2025, and Second Public Hearing was held on June 23 at 11:30 am.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2026 Millage Rate Ordinance.

PUBLIC COMMENTS:

- There were no public comments.

7. NEW BUSINESS

A. Fiscal Year 2026 Millage Rate Ordinance

SECOND READING – First Reading on June 16, 2025.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2026 Millage Rate Ordinance.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- The Fiscal Year 2026 Budget was distributed electronically to the City Council on May 5, 2025, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency sites powered by ClearGov (FY 2026 budget as well as historical budget/actual revenue/expenditure trend data) and OpenGov (FY 2026 budget line-item detail).
- City Council Budget Workshops were held on May 19, 2025, and June 2, 2025.
- Tonight is the final of three public hearings and the final vote on the FY 2026 Budget and Millage Rate Levy
- ❖ **Council Member Brady offered a motion to adopt the 2026 Millage Rate Ordinance.**
 - **Mayor Pro Tem Merkel seconded the motion.**
 - **The motion was approved unanimously (6-0).**

B. Fiscal year 2026 Budget Ordinance

SECOND READING – First Reading on June 16, 2025.

Consideration of adoption of the City of Alpharetta's Fiscal Year 2026 Budget Ordinance.

- City Attorney, Molly Esswein, read the Ordinance title aloud.
- Director of Finance, Tom Harris, came forward to present this item.
- ❖ Council Member Brady offered a motion to adopt the Fiscal Year 2026 Budget Ordinance.
 - Council Member DeRito seconded the motion.
 - The motion was approved unanimously (6-0).

C. Purchase Approval for Item A: Cybersecurity Subscription Renewal with Verinext Corp.

Consideration of approval of a purchase order to Verinext Corp. in the amount of \$55,767.40, as discussed in Executive Session at the June 23rd Council meeting.

- Director of Technology, Adam Montgomery, came forward to present this item.
- This renewal is funded in the Fiscal Year 2026 budget. Three quotes were obtained, with Verinext Corp. providing the lowest and recommended quote. This renewal is \$4,503.40 higher than the Fiscal Year 2025 renewal.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve a purchase order to Verinext Corp. in the amount of \$55,767.40, as discussed in Executive Session at the June 23rd Council meeting and authorize the Mayor to execute all necessary documents.
 - Council Member Hipes seconded the motion.
 - The motion was approved unanimously (6-0).

D. Purchase Approval for Item B: Cybersecurity Subscription Renewal with SHI International Inc.

Consideration of approval of a purchase order to SHI International, Inc. in the amount of \$80,486.77, as discussed in Executive Session at the June 23rd Council meeting.

- Director of Technology, Adam Montgomery, came forward to present this item.
- This renewal is funded in the Fiscal Year 2026 budget. This procurement is on Georgia State contract. This renewal is \$17,977.48 higher than the Fiscal Year 2025 renewal.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve a purchase order to SHI International, inc. in the amount of \$80,486.77, as discussed in Executive Session at the June 23rd Council meeting and to authorize the Mayor to execute all necessary documents.

- Council Member Brady seconded the motion.
- The motion was approved unanimously (6-0).

E. Cybersecurity Infrastructure Purchase

Consideration of approval of the purchase of cybersecurity infrastructure from NetPlanner Systems in an amount of \$73,726.89 and with authorization for the Mayor to execute all necessary documents.

- Director of Public Safety, John Robinson, came forward to present this item.
- Alpharetta Department of Public Safety wants to purchase cybersecurity infrastructure from NetPlanner Systems on GA State Contract 99999-001-SPD0000172-012.
- Current City buildings utilizing access control card readers are equipped with five different manufacturers and associated configurations for operation. This request is to standardize the hardware used throughout the city.
- The FY23 access control capital project upgraded the system hardware to utilize access cards with increased security. However, the existing readers are not technologically capable. This capital item represents the cost of removing and replacing all access control card readers (approx. 115 readers) used by the City.
- In addition, we will purchase 600 access cards that utilize 48-bit encryption and unique facility codes, which are specifically reserved for the City of Alpharetta.

PUBLIC COMMENTS:

- There were no public comments.
- ❖ Council Member Mitchell offered a motion to approve the cybersecurity infrastructure from NetPlanner Systems in an amount of \$73,726.89 and to authorize for the Mayor to execute all necessary documents.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).

F. MP-25-01/CU-25-05 Fulton Science Academy/Cousins Westside MP Pod R

This item has been Withdrawn by the Applicant. It will no longer be considered.

Consideration of a master plan amendment and conditional use to allow a 'School, Academic' to re-use an existing office building on a 4.48-acre property in the North Point Overlay. A master plan amendment is requested to add 'School, Academic' to the Cousins Westside Master Plan Pod R and a conditional use is requested to allow 'School, Academic' for Fulton Science Academy. The property is located at 89995 Westside Parkway and is legally described as being located in land Lot 691, 1st District, 2nd Section, Fulton County, Georgia.

8. PUBLIC COMMENT

- There were no public comments.

9. REPORTS

- There were no reports.

10. EXECUTIVE SESSION (IF NECESSARY)

- There was not an executive session.

11. ADJOURNMENT

- ❖ Council Member DeRito offered a motion to adjourn the meeting.
 - Mayor Pro Tem Merkel seconded the motion.
 - The motion was approved unanimously (6-0).
- With there being no further items to consider or discuss, Mayor Gilvin adjourned the meeting at 8:03 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



STAFF REPORT

Department: Finance
Submitted By: Shawn Mitchell
Meeting Date: July 23, 2025

AGENDA ITEM:

Financial Management Report (Month Ending May 31, 2025)

Consideration of approval of the Financial Management Report for the month ending May 31, 2025.

STAFF RECOMMENDATION:

Approve the Financial Management Report for the month ending May 31, 2025.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

On a monthly basis, the Finance Department prepares detailed revenue and expenditure statements for all city operating funds (including prior-year comparisons for the General Fund). In addition, this report includes:

1. Detailed capital project report including life-to-date activity;
2. Payments \$5,000 and greater; and
3. Purchase orders with an estimated cost between \$5,000 and \$50,000.

ALTERNATIVES:

ATTACHMENTS:

1. FY 2025 Financial Management Report (11-May)

Financial Management Reports



for the month ending
May 31, 2025
(period 11 of 12 – unaudited)

Please visit the Financial Transparency Portal for additional information including audited financial statements, adopted budgets, and automated tools aimed at simplifying access to the City's financial data.

<https://www.alpharetta.ga.us/212/Financial-Transparency>

Financial Management Reports

Fiscal Year 2025

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WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*

DATE: JULY 28, 2025

RE: FINANCIAL MANAGEMENT REPORTS AS OF MAY 31, 2025

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending May 31, 2025.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2025 revenues are budgeted at \$94.2 million (net of Carryforward Fund Balance totaling \$9 million). As of May 31, 2025, actual revenue collections total 94% or \$88 million. Trends through the May collection period indicate collections exceeding the budget by \$1.6 million.

Motor Vehicle Title Fee collections is trending 3% greater than FY 2024 (\$3.5 million). Collection estimates for FY 2026 total \$3.7 million (\$250,000 less than budget).

Franchise tax collections represents an estimated gain of \$305,054. Specifically, the forecast for electricity franchise tax collections reflects Georgia Power (\$5.2 million) remittances which equate to growth of 16% compared to 2024 actuals (\$4.4 million). Partially offsetting the growth in electricity franchise tax collections is the cable and telephone components. Franchise taxes for cable have been declining since FY 2020 (\$919,107) and is down -14% year-to-date resulting in a revised forecast of \$545,000 in FY 2025 (\$115,000 less than budget). Franchise taxes for telecommunication have been declining since FY 2022 and is down -71% year-to-date due primarily to a settlement with a telecom provider resulting in a revised forecast of \$80,000 in FY 2025 (\$200,000 less than budget).

Insurance Premium Tax collections total \$6.3 million in FY 2025 and represent an 8% increase (\$204,075 greater than budget) over FY 2024 collections of \$5.8 million.

Collections for Alcohol Beverage Excise Taxes is trending 2% higher than FY 2024. Estimates for FY 2025 total \$2.85 million which is -\$50,000 less than budget.

Building Permit Fee collections is trending 31% higher than FY 2024 (\$1.8 million). This revenue source is non-standard in that it experiences high

MAYOR
JIM GILVIN

MAYOR PRO TEM
DAN MERKEL

COUNCIL MEMBERS
FERGAL M. BRADY
DOUGLAS J. DERITO
JOHN HIPES
DONALD F. MITCHELL

CITY
ADMINISTRATOR
CHRIS LAGERBLOOM

variability dependent upon development/construction trends occurring within the City. Estimates for FY 2025 total \$2.46 million which is \$634,028 greater than budget.

Collections for Municipal Court Fines is trending 4% higher than FY 2024 (\$1.6 million). While the revenue trend is positive, the trend is not strong enough to cover the budgetary growth programmed into the FY 2025 budget. Collection estimates for FY 2025 total \$1.6 million which is -\$225,000 less than budget.

Hotel/Motel tax collections is discussed within the Special Revenue Funds section of this letter.

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of May 31, 2025, city departments (not including General Government¹) have encumbered and expensed 88%, or \$77 million, of their FY 2025 budget appropriations. Forecasts indicate a surplus estimate of \$4 million compared to budget and is composed of savings at the personnel services category (e.g., approximately 19 vacancies within General Fund departments as of June 2025), maintenance & operations category, and contingency.

Contingency: The General Fund contingency balance totals \$752,874.

Other Funds

The following section references information included within the attached Performance Dashboard, Grant and Capital Funds Detail Reports, GAAP Financial Statements, etc.

Operating Grant Fund (Fund 220): Unspent/unencumbered project appropriations total \$100,847. Remaining appropriations are set aside for a non-allocated reserve (\$30,641).

Capital Grants Fund (Fund 340): Unspent/unencumbered project appropriations total \$564,686.

General Capital Project Fund (Fund 301): Unspent/unencumbered project appropriations total \$13.6 million. Remaining appropriations are set aside for a non-allocated reserve (\$2.9 million for general non-allocated and \$26,000 constituting matching funds for grant applications).

Stormwater Capital Fund (Fund 302): Unspent/unencumbered project appropriations total \$3 million. Remaining appropriations are set aside for a non-allocated reserve (\$107,581).

Series 2022 Parks Bond Fund (Fund 318): Unspent/unencumbered project appropriations total \$22.2 million. Remaining appropriations are set aside for a non-allocated reserve (\$1.7 million) and a reserve for future arbitrage liability (\$1.3 million).

TSPLOST 1 Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017, and expired on March 31, 2022. Unspent/unencumbered project appropriations total \$6.4 million. Remaining appropriations are set aside for a non-allocated reserve (\$504,763).

¹ General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

TSPLOST 2 Capital Project Fund (Fund 336): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2022. Appropriated funding totals \$52 million and represents Tier-1 project funding.

Current project funding levels approximate 90% of forecasted revenue collections over the life of the 5-year tax (as provided by Georgia State University). For comparison purposes, TSPLOST 1 collections trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST 2 have trended at 121% of the original forecasted revenue collections.

Unspent/unencumbered project appropriations total \$21.5 million. Remaining appropriations are set aside for a non-allocated reserve (\$7.5 million).

Hotel/Motel Fund: FY 2025 revenues are budgeted at \$9.3 million (net of carryforward fund balance totaling \$1.4 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$4 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.4 million for debt service on the Series 2016 Convention Center Bonds; \$15,070 for eligible initiatives such as Wills Park Master Plan Improvements; with residual funding for bond/debt service reserve); and the city (37.5% or \$3.5 million).

Specifically, Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$1.7 million and is in excess of the \$1.5 million target.

Hotel tax collections is trending 3% higher than FY 2024 (\$9.1 million). Estimates for FY 2025 total \$9.3 million which aligns with budget estimates.

E911 Fund: FY 2025 revenues are budgeted at \$5.3 million (net of carryforward fund balance totaling \$512,920). As of May 31, 2025, the city has collected 59%. E911 Fund collections (non-prepaid) is trending -16% down compared to FY 2024 and has been declining since October 2023 (on average).

Expenditures/encumbrances during the same time period total \$5.2 million and represent general operations and blanket purchase orders that will sustain operations. E911 Fund revenues cannot sustain expenditure trends; accordingly, the FY 2026 budget proposal includes a reallocation of \$1.2 million in expenditure appropriations to the General Fund.

Other Items

Council Member Stipend Activity Listing: The FY 2025 budget includes appropriations of \$9,200 for the Mayor and \$8,000 for each City Council Post and the available balances as of May 31, 2025 are as follows:

	Budget	Expenditures	Available Balance
Mayor: Jim Gilvin	\$ 9,200	\$ 8,442	\$ 758
Post #1: Donald Mitchell	\$ 8,000	\$ 1,109	\$ 6,891
Post #2: Vacant	\$ 8,000	\$ 109	\$ 7,891
Post #3: Doug DeRito	\$ 8,000	\$ 261	\$ 7,739
Post #4: John Hipes	\$ 8,000	\$ 3,958	\$ 4,042
Post #5: Fergal Brady	\$ 8,000	\$ 1,209	\$ 6,791
Post #6: Dan Merkel	\$ 8,000	\$ 3,311	\$ 4,689

Development Authority² (Component Reporting Unit)

As of May 31, 2025, the Development Authority has \$258,894 in forecasted resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.



² The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



CITY OF ALPHARETTA

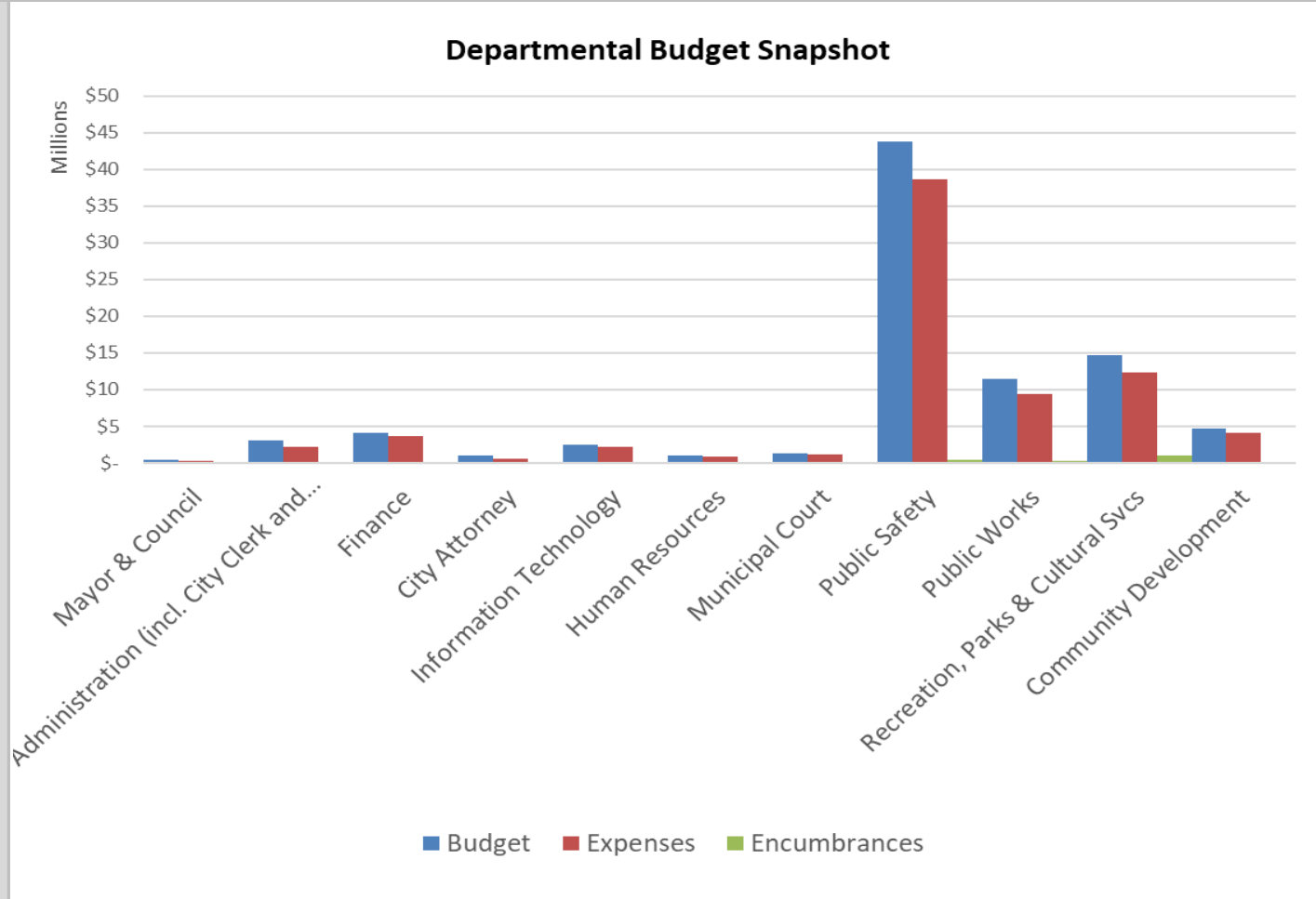
Financial Management Reports
Performance Dashboard
For the month ended May 31, 2025

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property/Motor Vehicle Taxes	↔	(\$165,836)
Local Option Sales Tax	↔	(\$35,000)
Franchise Tax	↔	\$305,054
Insurance Premium Tax	↔	\$204,075
Alcohol Beverage Excise Tax	↔	(\$50,000)
Building Permit Fees	↔	\$634,028
Business and Occupational Tax	↔	(\$35,000)
Court/Traffic Fines	↓	(\$225,000)
Recreation/Special Event Fees	↔	(\$175,017)
Hotel/Motel Tax (City portion)	↔	\$18,750
Other Revenues	↔	\$1,097,520
Minimum Surplus Goal Needed to Fund Capital: (\$15M Annual Capital Need less \$3.1M allocated in the annual budget)		\$11.9M
Less: Forecasted Revenue Gain		\$1.6M
Less: Forecasted Expenditure Savings		(\$4M)*
Favorable (Unfavorable) Net Surplus vs \$15M Capital Need:		(\$6.3M)*

* Forecasted losses/savings will be updated once more trend data becomes available.



FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↔	↔	\$752,874
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$295,061
Opioid Settlement Fund	↔	↔	\$61,930
Emergency 911 Fund (1)	↓	↔	\$0
Impact Fee Fund	↔	↔	\$1,097,564
Hotel/Motel Fund (1)	↔	↔	\$1,655,663
Debt Service Fund	↔	↔	\$953,873
Proprietary Funds			
Solid Waste Fund (1),(2)	↔	↔	\$0
Risk Management Fund	↔	↔	\$1,835,239
Medical Insurance Fund	↔	↔	\$63,041

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$30,641
Capital Grant Fund (3)	(\$15,030)
Capital Project Funds	
Capital Project Fund (3)	\$2,862,443
Stormwater Capital Fund	\$107,581
Series 2022 Bond Fund (Parks) (3)	\$1,300,000
TSPLOST I Capital Fund	\$504,763
TSPLOST II Capital Fund	\$7,490,031
Blended Component Unit	
Development Authority Fund	\$244,835

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$23.5M (25%)

Emergency 911 Fund

\$1.1M (19%)*

Sanitation Fund

\$15K (<1%)*

*** less than 25% Target**

Please Note: Current year revenue in excess of budgeted amounts may be available to augment Non-Allocated balances upon City Council approval (e.g. Impact Fees and Confiscated Asset collections).

(1) General Fund value represents Contingency balance/Reserve for Operating Initiatives. Hotel/Motel Fund represents Debt Service Reserve (target is \$1.5 million). Other Funds represents amounts in excess of the 25% fund balance target.

(2) Solid Waste Fund operational trends require further review and may necessitate an adjustment in rates or reallocation of expenses to other operating Funds of the City (i.e. General Fund).

(3) Does not include amounts, if any, currently set aside for matches on active grant applications or arbitrage liability (Series 2022 Bond Fund).



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of May 31, 2025

	Current Fiscal Year					Prior Fiscal Year		
	2025 Budget	2025 YTD	% Collected	2025 Estimated	Variance	2024 Actual	2024 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 33,180,000	\$ 32,745,418	98.7%	\$ 33,200,000	\$ 20,000	\$ 30,901,251	\$ 31,253,484	101.1%
Delinquent	249,000	309,120	124.1%	321,164	72,164	516,431	343,588	66.5%
Motor Vehicle Tax	58,000	42,806	73.8%	50,000	(8,000)	58,343	47,378	81.2%
Motor Vehicle Title Fee	3,950,000	3,120,571	79.0%	3,700,000	(250,000)	3,535,536	3,017,787	85.4%
Local Option Sales Tax	22,250,000	18,652,138	83.8%	22,215,000	(35,000)	22,003,613	18,268,672	83.0%
Franchise Tax	6,785,000	6,800,006	100.2%	7,090,054	305,054	6,657,758	6,293,887	94.5%
Insurance Premium Tax	6,075,000	6,279,075	103.4%	6,279,075	204,075	5,837,570	5,837,570	100.0%
Alcohol Beverage Excise Tax	2,900,000	2,341,662	80.7%	2,850,000	(50,000)	2,915,349	2,308,013	79.2%
Building Permit Fees	1,825,000	2,149,613	117.8%	2,459,028	634,028	1,767,446	1,647,260	93.2%
Business and Occupational Tax	1,210,000	1,136,578	93.9%	1,175,000	(35,000)	1,286,921	1,246,061	96.8%
Court/Traffic Fines	2,600,000	2,205,534	84.8%	2,375,000	(225,000)	2,515,143	2,254,221	89.6%
Recreation/Special Event Fees	3,845,480	3,423,492	89.0%	3,670,463	(175,017)	3,330,531	3,077,863	92.4%
Hotel/Motel Tax (City portion)	3,468,750	2,505,230	72.2%	3,487,500	18,750	3,418,049	2,789,715	81.6%
subtotal	\$ 88,396,230	\$ 81,711,244	92.4%	\$ 88,872,284	\$ 476,054	\$ 84,743,942	\$ 78,385,500	92.5%
Other Revenues	5,803,863	6,757,726	116.4%	6,901,383	1,097,520	6,414,013	5,815,509	90.7%
Total Revenues	\$ 94,200,093	\$ 88,468,970	93.9%	\$ 95,773,666	\$ 1,573,573	\$ 91,157,956	\$ 84,201,009	92.4%
 Carryforward Fund Balance	 9,447,780							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of May 31, 2025

		Current Fiscal Year						Prior Fiscal Year		
		2025 Budget	2025 Encumbrances	2025 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2024 Exp. (Total)	2024 Exp. (YTD)	% Exp.
Expenditures by Department:										
	Mayor & Council	\$ 394,044	\$ 2,796	\$ 305,584	\$ 85,664	78.3%	77.6%	\$ 330,619	\$ 304,824	92.2%
(1)	City Administration (incl. City Clerk and Economic Development)	3,025,435	125,928	2,153,428	746,079	75.3%	71.2%	1,962,226	1,810,954	92.3%
	Finance	4,124,713	18,667	3,691,039	415,007	89.9%	89.5%	3,884,976	3,584,269	92.3%
	City Attorney	1,000,000	-	592,569	407,431	59.3%	59.3%	636,323	533,923	83.9%
	Information Technology	2,543,961	14,273	2,176,492	353,196	86.1%	85.6%	2,441,958	2,233,650	91.5%
	Human Resources	1,065,277	12,041	913,608	139,628	86.9%	85.8%	898,324	822,466	91.6%
	Municipal Court	1,362,008	12,942	1,153,672	195,394	85.7%	84.7%	1,140,547	1,041,637	91.3%
	Public Safety	43,748,581	408,911	38,559,767	4,779,903	89.1%	88.1%	38,510,158	35,010,784	90.9%
	Public Works	11,462,030	356,246	9,421,680	1,684,105	85.3%	82.2%	10,157,660	8,937,162	88.0%
	Recreation, Parks & Cultural Svcs	14,706,217	1,017,571	12,326,354	1,362,293	90.7%	83.8%	13,424,187	11,394,325	84.9%
(1)	Community Development	4,733,725	60,735	4,069,932	603,058	87.3%	86.0%	4,668,399	4,241,576	90.9%
	subtotal	\$ 88,165,991	\$ 2,030,108	\$ 75,364,125	\$ 10,771,759	87.8%	85.5%	\$ 78,055,376	\$ 69,915,571	89.6%
General Government:										
	Insurance Premiums (Risk)	\$ 966,800	\$ -	\$ 886,233	\$ 80,567	91.7%	91.7%	\$ 928,885	\$ 851,478	91.7%
	Gwinnett Tech Bond P&I	286,978	-	286,978	1	100.0%	100.0%	287,490	285,520	99.3%
	Transfer(s) to other Funds	13,447,780	-	-	13,447,780	0.0%	0.0%	16,457,920	15,245,602	92.6%
	Contingency	780,324	-	27,450	752,874	3.5%	3.5%	9,062	9,062	100.0%
	subtotal	\$ 15,481,882	\$ -	\$ 1,200,661	\$ 14,281,221	7.8%	7.8%	\$ 17,683,357	\$ 16,391,662	92.7%
Total Expenditures		\$ 103,647,873	\$ 2,030,108	\$ 76,564,786	\$ 25,052,980	75.8%	73.9%	\$ 95,738,733	\$ 86,307,233	90.1%

Notes:

- (1) The Economic Development function has been organized under City Administration for FY 2025. All prior year activity for the Economic Development function is reflected under the Community Development Department.



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Category
 As of May 31, 2025

		Current Fiscal Year						Prior Fiscal Year		
		2025 Budget	2025 Encumbrances	2025 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2024 Exp. (Total)	2024 Exp. (YTD)	% Exp.
Expenditures by Category:										
Salaries & Benefits:										
(1)	Regular Salaries	\$ 37,952,893	\$ 30,000	\$ 32,929,120	\$ 4,993,773	86.8%	86.8%	\$ 34,229,593	\$ 30,721,883	89.8%
	Overtime	2,905,279	-	3,292,236	(386,957)	113.3%	113.3%	3,436,814	3,046,024	88.6%
	Group Insurance	10,136,444	-	8,307,170	1,829,274	82.0%	82.0%	8,350,514	7,635,046	91.4%
	FICA and Social Security	3,128,159	-	2,632,624	495,535	84.2%	84.2%	2,760,264	2,461,247	89.2%
	Defined Benefit Pension	3,537,725	-	3,537,725	-	100.0%	100.0%	3,187,015	3,187,015	100.0%
	401(A) Retirement/Match	4,007,115	-	3,436,779	570,336	85.8%	85.8%	3,269,287	3,001,460	91.8%
(2)	Other	1,861,963	-	1,769,077	92,886	95.0%	95.0%	1,768,250	1,692,099	95.7%
	subtotal	\$ 63,529,578	\$ 30,000	\$ 55,904,731	\$ 7,594,847	88.0%	88.0%	\$ 57,001,736	\$ 51,744,774	90.8%
Maintenance & Operations:										
	Professional Services	\$ 3,936,089	\$ 623,660	\$ 3,159,296	\$ 153,133	96.1%	80.3%	\$ 3,196,835	\$ 2,655,881	83.1%
	Legal Services	1,000,000	-	592,569	407,431	59.3%	59.3%	636,323	533,923	83.9%
	Vehicle Fuel/Maintenance	1,357,271	4,090	1,294,412	58,769	95.7%	95.4%	1,646,154	1,387,237	84.3%
	Maintenance Contracts	3,959,306	718,054	3,058,248	183,004	95.4%	77.2%	3,179,338	2,623,193	82.5%
	IT Professional Services	4,699,323	394,595	3,401,461	903,267	80.8%	72.4%	3,267,577	3,073,094	94.0%
	General Supplies	1,316,254	18,433	1,114,599	183,223	86.1%	84.7%	1,120,732	946,958	84.5%
	Utilities	3,277,825	-	2,970,667	307,158	90.6%	90.6%	3,250,163	2,712,608	83.5%
	Insurance Premiums (Risk)	966,800	-	886,233	80,567	91.7%	91.7%	928,885	851,478	91.7%
	Other	4,097,021	226,326	2,945,957	924,738	77.4%	71.9%	3,607,377	3,140,534	87.1%
	subtotal	\$ 24,609,889	\$ 1,985,158	\$ 19,423,443	\$ 3,201,289	87.0%	78.9%	\$ 20,833,384	\$ 17,924,906	86.0%
Capital/Leases/Other:										
	Fire Vehicle/Equip. Leases	\$ 779,066	\$ -	\$ 779,059	\$ 7	100.0%	100.0%	\$ 779,059	\$ 779,059	100.0%
	City Hall HVAC	-	-	-	-	-	-	128,355	128,355	100.0%
	Equipment/Capital	206,758	14,950	131,594	60,214	70.9%	63.6%	236,726	184,955	78.1%
	Other	7,500	-	11,531	(4,031)	153.8%	153.8%	5,000	5,000	100.0%
	subtotal	\$ 993,324	\$ 14,950	\$ 922,184	\$ 56,190	94.3%	92.8%	\$ 1,149,141	\$ 1,097,369	95.5%
General Government:										
	Gwinnett Tech Bond P&I	\$ 286,978	\$ -	\$ 286,978	\$ 1	100.0%	100.0%	\$ 287,490	\$ 285,520	99.3%
	Transfer(s) to other Funds	13,447,780	-	-	13,447,780	0.0%	0.0%	16,457,920	15,245,602	92.6%
	Contingency	780,324	-	27,450	752,874	3.5%	3.5%	9,062	9,062	100.0%
	subtotal	\$ 14,515,082	\$ -	\$ 314,428	\$ 14,200,655	2.2%	2.2%	\$ 16,754,472	\$ 15,540,184	92.8%
Total Expenditures		\$ 103,647,873	\$ 2,030,108	\$ 76,564,786	\$ 25,052,980	75.8%	73.9%	\$ 95,738,733	\$ 86,307,233	90.1%

Notes:

- (1) Includes the following components: regular salaries, holiday leave, temporary and seasonal salaries, and separation payout.
- (2) Includes the following components: workers compensation, educational programs, automobile allowance, tuition reimbursement, and employee service awards.



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of May 31, 2025

			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenues										
Public Safety										
22031150-331110	C2243	2022 BULLETPROOF VEST (DOJ)	27,409	7,728	\$ -	\$ 19,681	\$ 19,681	\$ 19,680		\$ 1
22031150-371000	C2310	ALPHA BUS. ASSOC. K-9	17,000	17,000	-	-	-	-		-
22031150-331110	C2317	2023 BULLETPROFF VEST (DOJ)	17,000	-	-	17,000	17,000	5,400		11,600
22031150-331110	G2509	2024 BULLETPROOF VEST (DOT)	13,334	-	-	13,334	13,334	-		13,334
subtotal					\$ -	\$ 50,015	\$ 50,015	\$ 25,081		\$ 24,935
Public Works										
22041100-371000	G2512	KEEP AMERICA BEAUTIFUL	10,000	-	\$ -	\$ 10,000	\$ 10,000	\$ -		\$ 10,000
subtotal					\$ -	\$ 10,000	\$ 10,000	\$ -		\$ 10,000
Recreation, Parks & Cultural Services										
22061150-347509	C2039	WIRE & WOOD (ACVB SPONSOR)	341,324	256,000	\$ -	\$ 85,324	\$ 85,324	\$ 85,324		\$ -
22061150-371000	C2234	ARTS CENTER (CERAMICS)	1,813	-	-	1,813	1,813	1,813		-
22061150-347509	C2308	MUSIC MATCH SPONSORSHIPS	2,550	-	-	2,550	2,550	2,550		-
22061150-371000	C2308	MUSIC MATCH APPLICATIONS	4,770	3,926	-	844	844	866		(22)
22061150-371000	c2528	SENIOR TALENT SHOW	2,500	-	-	2,500	2,500	2,500		-
22061150-336000	G2508	FC ARTS & CULTURE	9,000	-	-	9,000	9,000	9,000		-
22061150-336000	G2511	2025 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
subtotal					\$ -	\$ 107,031	\$ 107,031	\$ 107,053		\$ (22)
General Government										
22090200-361000	INTEREST EARNINGS				\$ -	\$ -	\$ -	\$ 5,419		\$ (5,419)
22090200-362000	REALIZED GAIN/LOSS				-	-	-	(128)		128
22090200-363000	UNREALIZED GAIN/LOSS				-	-	-	1,676		(1,676)
22090200-395000	CARRYFORWARD FUND BALANCE				-	105,337	105,337	-		105,337
subtotal					\$ -	\$ 105,337	\$ 105,337	\$ 6,967		\$ 98,370
Total					\$ -	\$ 272,383	\$ 272,383	\$ 139,100		\$ 133,283



CITY OF ALPHARETTA
Financial Management Reports
Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
As of May 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures									
City Administration									
22013230-521200	C2100 MURAL ART PROJECT	17,215	2,800	\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
	subtotal			\$ -	\$ 14,415	\$ 14,415	\$ -	\$ -	\$ 14,415
Public Safety									
22031150-542100	C2243 2022 BULLETPROOF VEST (DOJ)	49,433	38,376	\$ -	\$ 11,057	\$ 11,057	\$ 11,057	\$ -	\$ -
22031150-521200	C2310 ALPHA BUS. ASSOC K-9	17,000	10,560	-	6,440	6,440	-	-	6,440
22031150-542100	C2317 2023 BULLETPROOF VEST (DOJ)	34,000	-	-	34,000	34,000	34,000	-	-
22031150-542100	G2509 2024 BULLETPROOF VEST (DOT)	26,668	-	-	26,668	26,668	11,591	-	15,077
	subtotal			\$ -	\$ 78,165	\$ 78,165	\$ 56,648	\$ -	\$ 21,517
Public Works									
22041100-522240	G2512 KEEP AMERICA BEAUTIFUL	10,000	-	\$ -	\$ 10,000	\$ 10,000	\$ 5,433	\$ -	\$ 4,567
	subtotal			\$ -	\$ 10,000	\$ 10,000	\$ 5,433	\$ -	\$ 4,567
Recreation, Parks & Cultural Services									
22061159-521200	C2039 WIRE & WOOD (ACVB SPONSOR)	289,324	181,454	\$ -	\$ 107,870	\$ 107,870	\$ 10,905	\$ 50,000	\$ 46,965
22061150-531100	C2101 SPECIAL NEEDS EXPO / EVENT	1,018	925	-	93	93	93	-	-
22061150-531100	C2102 FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212 PARKING PERMIT - FILM	4,000	3,750	-	250	250	-	-	250
22061150-531100	C2234 ARTS CENTER (CERAMICS)	6,692	3,023	-	3,669	3,669	244	-	3,426
22061150-531100	C2237 PARTNERED EVENTS	5,000	4,305	-	695	695	-	-	695
22061150-521200	C2308 MUSIC MATCH APPLICATIONS	9,391	5,615	-	3,776	3,776	2,700	-	1,076
22061150-531100	C2418 2023 CAMP HAPPY HEARTS	6,000	3,321	-	2,679	2,679	2,679	-	-
22061150-531100	C2528 SENIOR TALENT SHOW			-	2,500	2,500	-	-	2,500
22061150-521200	G2508 FC ARTS & CULTURE	9,000	-	-	9,000	9,000	3,600	4,500	900
22061150-531100	G2511 2025 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	-	4,095	905
	subtotal			\$ -	\$ 139,162	\$ 139,162	\$ 20,220	\$ 58,595	\$ 60,347
Non-Allocated									
22090200-579000	CONTINGENCY			\$ -	\$ 30,641	\$ 30,641	\$ -	\$ -	\$ 30,641
	subtotal			\$ -	\$ 30,641	\$ 30,641	\$ -	\$ -	\$ 30,641
	Total			\$ -	\$ 272,383	\$ 272,383	\$ 82,300	\$ 58,595	\$ 131,488



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Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
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			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Public Works										
34041100-331150	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	353,308	313,774	\$ -	\$ 39,534	\$ 39,534	\$ 39,534		\$ (0)
34041100-331350	C2305	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	500,000		-
34041100-334310	G2500	FY 2025 LMIG GRANT (MILLING/RESURFACING)	693,744	-	-	693,744	693,744	693,743		1
34041100-334310	G2501	FY 2025 LRA GRANT (MILLING/RESURFACING)	1,675,031	837,515	-	837,516	837,516	837,515		1
		subtotal			\$ -	\$ 2,070,794	\$ 2,070,794	\$ 2,070,793		\$ 1
Recreation, Parks & Cultural Services										
34061150-371000	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	150,000	75,000	\$ -	\$ 75,000	\$ 75,000	\$ -		\$ 75,000
34061150-331310	G2507	LWCF GRANT (N PARK LIGHTING)	495,000	-	-	495,000	495,000	-		495,000
		subtotal			\$ -	\$ 570,000	\$ 570,000	\$ -		\$ 570,000
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 33,927		\$ (33,927)
34090200-362000		REALIZED GAIN/LOSS			-	-	-	(972)		972
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	6,537		(6,537)
34090200-395000		CARRYFORWARD FUND BALANCE			-	(554,564)	(554,564)	-		(554,564)
		subtotal			\$ -	\$ (554,564)	\$ (554,564)	\$ 39,492		\$ (594,056)
		Total			\$ -	\$ 2,086,230	\$ 2,086,230	\$ 2,110,285		\$ (24,055)



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			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Expenditures										
Public Works										
34041100-521200	C2242	NORTHPOINT ALPHALINK (ARC/LCI)	417,316	417,316	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34041100-541420	C2305	ALPHALOOP (LANDWATER)	500,000	500,000	-	-	-	-	-	-
34041100-541410	G2500	FY 2025 LMIG GRANT (MILLING/RESURFACING)	693,744	-	-	693,744	693,744	693,744	-	-
34041100-541410	G2501	FY 2025 LRA GRANT (MILLING/RESURFACING)	837,516	-	-	837,516	837,516	837,516	-	-
		subtotal			\$ -	\$ 1,531,260	\$ 1,531,260	\$ 1,531,260	\$ -	\$ -
Recreation, Parks & Cultural Services										
34061150-541500	C2248	CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	\$ -	\$ 75,000	\$ 75,000	\$ 2,314	\$ 3,000	\$ 69,686
34061150-541500	G2507	LWCF GRANT (N PARK LIGHTING)	495,000	-	-	495,000	495,000	-	-	495,000
		subtotal			\$ -	\$ 570,000	\$ 570,000	\$ 2,314	\$ 3,000	\$ 564,686
Non-Allocated										
34090200-579000		CONTINGENCY			\$ -	\$ (15,030)	\$ (15,030)	\$ -	\$ -	\$ (15,030)
		subtotal			\$ -	\$ (15,030)	\$ (15,030)	\$ -	\$ -	\$ (15,030)
		Total			\$ -	\$ 2,086,230	\$ 2,086,230	\$ 1,533,574	\$ 3,000	\$ 549,656



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General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
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				Project Snapshot: FY2013 - FY2024		FY 2025					
						Original Transfers / Revised Collections /				Available	
Account #		Project	Total Project	Prior Year	Appropriation	Adjustments	Budget	Expenditures	Encumbrance	Budget	
			Authorization	Actuals							
Revenue											
30131150-337051	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	\$ -	\$ 241,538	\$ 241,538	\$ -		\$ 241,538	
30131150-332200	C2526	TESLA FLEET TAX CREDIT FY2025	30,000	-	-	30,000	30,000	-		30,000	
30141100-336000	C2104	WBR PH 4 (NPP-GREENWAY)	333,925	-	-	333,925	333,925	-		333,925	
30141100-371000	C2113	ENCORE GREENWAY GATEWAY	1,930,001	421,466	-	1,508,535	1,508,535	8,515		1,500,020	
30161150-371000	C0922	SYNTHETIC TURF (AMBUSH)	14,100	-	-	14,100	14,100	7,050		7,050	
30161150-371000	C1929	COMM AG PROGRAM	122,165	102,525	-	19,640	19,640	19,639		1	
30161150-371000	C2010	MEMORIAL-PARK ENHANCEMENTS	19,640	-	-	19,640	19,640	19,640		-	
30161150-371000	C2309	WACKY WORLD 2.0 (DONATIONS)	224,335	204,874	-	19,461	19,461	19,460		1	
30161150-371000	C2415	PUBLIC ART FUND (CITY LOC)	32,500	20,000	-	12,500	12,500	12,500		-	
30161150-337052	C2426	MAYFIELD PARK - MILTON IGA	59,555	-	-	59,555	59,555	-		59,555	
30161150-371000	C2519	GREENHOUSE (RUCKER ROAD)	3,000	-	-	3,000	3,000	3,000		-	
30174150-337000	C0910	TREE REPLACEMENT FUND	1,380,150	417,450	-	962,700	962,700	962,700		-	
30174150-347509	C2500	DOWNTOWN WAYFINDING SIGNAGE	21,692	-	-	21,692	21,692	21,692		-	
subtotal					\$ -	\$ 3,246,286	\$ 3,246,286	\$ 1,074,196		\$ 2,172,090	
Non-Departmental											
30190200-395000		CARRYFORWARD FUND BALANCE			\$ 3,405,350	\$ 10,945,336	\$ 14,350,686	\$ -		\$ 14,350,686	
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND			11,843,416	-	11,843,416	-		11,843,416	
30190200-362000		REALIZED GAIN/LOSS			-	-	-	(12,086)		12,086	
30190200-363000		UNREALIZED GAIN/LOSS			-	-	-	133,334		(133,334)	
30190200-361000		INTEREST EARNINGS			325,000	-	325,000	384,138		(59,138)	
30190200-361000	C2309	WACKY WORLD 2.0 INTEREST			-	80	80	79		1	
subtotal					\$ 15,573,766	\$ 10,945,416	\$ 26,519,182	\$ 505,465		\$ 26,013,717	
Total					\$ 15,573,766	\$ 14,191,702	\$ 29,765,468	\$ 1,579,661		\$ 28,185,807	



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			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
Account #	Project									
Expenditures										
Administration										
30113230-544100	C1300	CITY ECONOMIC DEVELOPMENT INITIATIVES	43,750	-	\$ -	\$ 43,750	\$ 43,750	\$ -	\$ -	\$ 43,750
30113230-542400	C1404	WEBSITE UPGRADE	88,820	63,647	-	25,173	25,173	25,173	-	0
30113230-521200	C2524	PARKING MANAGEMENT PLAN	53,197	-	-	53,197	53,197	47,947	-	5,250
		subtotal			\$ -	\$ 122,120	\$ 122,120	\$ 73,120	\$ -	\$ 49,000
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	362,163	358,550	\$ -	\$ 3,613	\$ 3,613	\$ 1,050	\$ -	\$ 2,563
		subtotal			\$ -	\$ 3,613	\$ 3,613	\$ 1,050	\$ -	\$ 2,563
Information Technology										
30117400-542400	C1103	NETWORK AND VOIP	717,679	401,067	\$ -	\$ 316,612	\$ 316,612	\$ 82,014	\$ 64,938	\$ 169,660
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,003	488,947	-	21,056	21,056	14,706	-	6,350
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	3,892,370	3,276,902	390,000	225,468	615,468	302,693	49,360	263,415
30117400-542400	C1519	WIRELESS ACCESS POINTS	100,000	-	50,000	50,000	100,000	-	-	100,000
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	128,749	-	271,396	271,396	38,161	-	233,235
30117400-544200	C2300	BUSINESS CONTINUITY STUDY	50,000	-	-	50,000	50,000	-	35,500	14,500
		subtotal			\$ 440,000	\$ 934,532	\$ 1,374,532	\$ 437,574	\$ 149,798	\$ 787,160
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	9,890,847	8,860,834	\$ -	\$ 1,030,013	\$ 1,030,013	\$ 936,518	\$ 82,551	\$ 10,943
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,513,925	1,482,159	-	31,766	31,766	14,995	-	16,771
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	198,250	-	294,281	294,281	56,292	-	237,989
30131150-542400	C2052	SECURITY SYSTEM REFRESH	472,060	377,455	72,000	22,605	94,605	898	-	93,708
30131150-542400	C2301	CAD/RECORDS MANAGEMENT SOFTWARE	2,250,001	894,887	-	1,355,114	1,355,114	14,033	1,335,263	5,818
30131150-542100	C2303	2023 OP INITIATIVES EQUIPMENT	449,501	298,063	-	151,438	151,438	118,036	9,636	23,765
30131150-541300	C2314	FIRE STATION FACILITIES ASSESSMENT	300,001	98,413	-	201,588	201,588	2,438	-	199,151
30131150-542400	C2406	REAL TIME CRIME CENTER	128,901	8,776	-	120,125	120,125	35,568	-	84,557
30131150-542200	C2407	ASST FIRE MARSHAL EQUIPMENT	66,001	51,863	-	14,138	14,138	6,086	4,537	3,515
30131150-542400	C2421	CAD/RECORDS MGMT (MILTON)	241,538	-	-	241,538	241,538	-	241,537	1
30131150-541300	C2501	FS81 RENOVATIONS	2,830,000	-	2,830,000	-	2,830,000	48,506	215,427	2,566,067



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30131150-541300	C2502 2972 WB RD RENOVATIONS	150,000	-	150,000	-	150,000	14,250	57,633	78,117
30131150-542200	C2504 FY2025 FLEET REPLACEMENT	1,558,689	-	1,875,000	(316,311)	1,558,689	35,469	-	1,523,220
30131150-542200	V2505 FY2025 FIRE LT VEHICLE	50,000	-	50,000	-	50,000	-	-	50,000
30131150-542100	C2506 FIRE TRUCK EQUIPMENT	75,000	-	75,000	-	75,000	75,000	-	-
30131150-542400	C2508 CLICK-2-ENTER SYSTEM	-	-	31,400	(31,400)	-	-	-	-
30131150-542200	C2526 TESLA FLEET (FY 2025)	346,311	-	-	346,311	346,311	262,807	83,101	403
	subtotal			\$ 5,083,400	\$ 3,461,206	\$ 8,544,606	\$ 1,620,896	\$ 2,029,685	\$ 4,894,025
Public Works									
30141100-541200	C0910 TREE REPLACEMENT FUND	\$ 3,028,302	\$ 1,515,151	\$ -	\$ 1,513,151	\$ 1,513,151	\$ 17,760	\$ 31,680	\$ 1,463,712
30141100-541200	C1008 CEMETERY AUTHORITY-MAINTENANCE	493,161	246,994	-	246,167	246,167	16,500	15,875	213,792
30141100-541410	C1207 BRIDGE MAINTENANCE	1,115,212	722,040	250,000	143,172	393,172	38,800	-	354,372
30141100-541410	C1208 MAST ARM MAINTENANCE	45,000	-	45,000	-	45,000	-	34,700	10,300
30141100-541410	C1215 STRIPING & SIGNAGE	2,494,665	2,181,836	170,000	142,829	312,829	124,848	166,989	20,993
30141100-541410	C1217 TRAFFIC CALMING & INTERSECTION IMP	613,584	553,584	60,000	-	60,000	19,793	4,225	35,982
30141100-541410	C1218 TRAFFIC SIGNAL SYSTEM MAINTENANCE	974,268	880,436	100,000	(6,168)	93,832	67,662	4,970	21,201
30141100-541410	C1219 MILLING AND RESURFACING	29,051,629	26,627,537	2,500,000	(75,908)	2,424,092	804,868	903,900	715,324
30141100-541410	G2500 FY 2025 LMIG GRANT (MILLING/RES.)	208,123	-	-	208,123	208,123	208,123	-	-
30141100-541410	C1220 TRAFFIC CONTROL EQUIPMENT	1,157,079	1,041,602	100,000	15,477	115,477	98,104	-	17,373
30141100-541410	C1221 DESIGN SERVICES	1,068,301	954,705	50,000	63,596	113,596	25,692	40,059	47,846
30141100-542200	C1223 FLEET REPLACEMENT	2,025,223	1,484,474	353,000	187,749	540,749	166,121	172,280	202,348
30141100-541300	C1229 FACILITY ROOF REPAIR/REPLACE	810,000	325,000	550,000	(65,000)	485,000	428,908	56,092	-
30141100-541200	C1302 TREE PLANTING & LANDSCAPING IMP	1,534,772	1,171,890	160,000	202,882	362,882	29,234	8,148	325,501
30141100-541420	C1801 SIDEWALK MAINTENANCE & REPAIR	240,000	25,841	140,000	74,159	214,159	132,471	4,225	77,463
30141100-542100	C1802 PW EQUIPMENT REPLACEMENT	277,374	203,793	60,000	13,581	73,581	49,990	-	23,591
30141100-541410	C1901 TRAFFIC RESPONSIVE SYSTEM MAINT	550,002	528,894	-	21,108	21,108	18,652	-	2,456
30141100-541300	C1902 FIRE STATION RENOVATIONS	435,003	422,819	-	12,184	12,184	9,586	-	2,598
30141100-541300	C1906 CITY HALL RENOVATIONS	65,000	25,000	40,000	-	40,000	4,200	-	35,800
30141100-541300	C2003 HVAC REPLACEMENTS	491,730	391,730	100,000	-	100,000	70,202	29,798	-
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	170,002	107,770	-	62,232	62,232	2,942	-	59,290
30141100-541410	C2048 STREETLIGHT MAINTENANCE	434,080	270,126	85,000	78,954	163,954	30,519	3,601	129,834



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30141100-541500	C2050 REC FACILITY MAINTENANCE	155,000	135,938	-	19,062	19,062	19,062	-	-
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	331,308	159,118	150,000	22,190	172,190	106,356	13,177	52,657
30141100-541410	C2104 WEBB BR ROAD PH4 (NPP-GREENWAY)	333,925	24,570	-	309,355	309,355	204,595	104,760	-
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	1,930,001	429,981	-	1,500,020	1,500,020	143,514	1,356,486	20
30141100-521200	C2242 NORTHPOINT ALPHALINK (ARC/LCI)	365,001	72,092	-	292,909	292,909	34,100	35,638	223,171
30141100-541200	C2409 SR9 LANDSCAPING	925,000	-	575,000	350,000	925,000	-	-	925,000
30141100-542100	C2410 WINTER WEATHER EQUIPMENT	65,000	-	-	65,000	65,000	-	-	65,000
30141100-541410	C2509 BRICK PAVER MAINTENANCE/REPAIR	50,000	-	50,000	-	50,000	26,399	-	23,601
30141100-544200	C2510 DOWNTOWN BUS SHELTERS	80,000	-	80,000	-	80,000	3,970	2,950	73,080
30141100-541300	C2511 FACILITY ASSESSMENT/RENOVATIONS	189,647	-	300,000	(110,353)	189,647	-	189,647	-
30141100-541300	C2512 PS FACILITY MAINTENANCE	75,000	-	75,000	-	75,000	58,569	16,430	1
30141100-542200	C2513 FY 2025 FORESTRY ASST VEHICLE	50,000	-	50,000	-	50,000	40,600	3,315	6,085
	subtotal			\$ 6,043,000	\$ 5,286,471	\$ 11,329,471	\$ 3,002,137	\$ 3,198,945	\$ 5,128,389
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	1,635,779	1,021,629	\$ -	\$ 614,150	\$ 614,150	\$ 614,150	\$ -	\$ -
30161150-541200	C1210 TREE MAINT-PLANTING-REMOVAL	585,001	434,219	125,000	25,782	150,782	150,538	-	244
30161150-541500	C1221 DESIGN SERVICES	235,424	212,646	21,200	1,578	22,778	3,855	7,400	11,523
30161150-542200	C1232 FLEET	534,009	434,009	100,000	-	100,000	86,829	-	13,171
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	1,145,788	885,567	177,000	83,221	260,221	134,264	-	125,957
30113230-544200	C1527 VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861	-	-	29,861
30161150-541500	C1614 THE STORIES PROJECT	85,000	54,565	-	30,435	30,435	-	23,500	6,935
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	1,188,594	402,166	275,000	511,428	786,428	85,905	1,956	698,567
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	1,036,212	809,095	160,000	67,117	227,117	165,171	22,515	39,431
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	738,640	288,640	50,000	400,000	450,000	450,000	-	-
30161150-544100	C1807 PUBLIC ARTS PROGRAM	341,000	262,340	55,000	23,660	78,660	41,500	-	37,160
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	149,904	138,991	-	10,913	10,913	10,509	-	404
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	122,168	69,990	-	52,178	52,178	35,003	-	17,175
30161150-541500	C2010 PARK ENHANCEMENTS	668,218	631,629	-	36,589	36,589	28,207	-	8,382
30161150-541500	C2030 TOWN GREEN IMPROVEMENTS	250,001	237,421	-	12,580	12,580	12,580	-	-
30161150-541500	C2035 NORTH PARK RESTROOM 1 - 4 (DESIGN)	16,180	-	16,180	-	16,180	4,168	655	11,358



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30161150-541500	C2051 FOUNTAIN MAINTENANCE	86,306	76,156	-	10,150	10,150	5,450	-	4,700
30161150-541500	C2202 ATHLETIC COURTS RESURFACING	198,433	154,470	-	43,963	43,963	11,698	9,487	22,778
30161150-541500	C2217 MID-BROADWELL PARK	51,840	51,840	-	-	-	-	(0)	0
30161150-541500	C2248 CITY AGRICULTURE PLAN (FOOD WELL)	75,000	-	-	75,000	75,000	5,314	-	69,686
30161150-541500	C2309 WACKY WORLD 2.0 (DONATIONS)	224,416	6,673	-	217,743	217,743	699	-	217,044
30161150-541500	C2411 PARK TRAIL MAINTENANCE	200,000	-	-	200,000	200,000	155,454	38,318	6,228
30161150-541500	C2412 CULTURAL ARTS MASTER PLAN	30,001	11,693	-	18,308	18,308	-	18,307	1
30161150-544100	C2415 PUBLIC ART FUND (CITY LOCATIONS)	57,500	-	25,000	32,500	57,500	-	-	57,500
30161150-544100	C2416 PUBLIC ART DEV (CITY PROP)	10,000	-	10,000	-	10,000	-	-	10,000
30161150-544100	C2417 PUBLIC ART IN PARKS	20,000	-	20,000	-	20,000	10,111	-	9,889
30161150-541500	C2419 WEBB BRIDGE PARK DOG PARK	50,000	45,215	-	4,785	4,785	4,785	-	-
30161150-541500	C2426 MAYFIELD PARK - MILTON IGA	124,555	-	-	124,555	124,555	4,853	119,109	594
30161150-541500	C2514 INNOV ACADEMY SOCCER	40,000	-	40,000	-	40,000	33,473	-	6,528
30161150-541500	C2515 PARK SECURITY IMPROVEMENTS	80,000	-	80,000	-	80,000	-	-	80,000
30161150-541300	C2519 GREENHOUSE (RUCKER PARK)	3,000	-	-	3,000	3,000	1,500	1,500	-
30161150-541500	G2507 LWCF GRANT MATCH (NORTH PARK LIGHTING)	500,001	101,164	300,000	98,837	398,837	-	-	398,837
	subtotal			\$ 1,454,380	\$ 2,728,333	\$ 4,182,713	\$ 2,056,015	\$ 242,747	\$ 1,883,951
Community Development									
30174150-544100	C0019 DOWNTOWN PARKING FUND	523,552	315,748	\$ -	\$ 207,804	\$ 207,804	\$ -	\$ -	\$ 207,804
30174150-541410	C1603 DESIGN SERVICES	649,604	493,832	62,400	93,372	155,772	20,398	38,483	96,891
30174150-542400	C2111 COMMUNITY DEVELOPMENT EQUIPMENT	21,001	16,037	-	4,964	4,964	4,659	-	305
30174150-521200	C2307 WINDWARD-HWY9 MASTER PLAN MOU	60,000	700	-	59,300	59,300	59,300	-	-
30174150-521200	C2401 NORTH POINT FRAMEWORK PLAN	200,000	20,506	-	179,494	179,494	179,102	-	392
30174150-523400	C2402 GARDEN DISTRICT SIGNAGE	12,700	6,350	-	6,350	6,350	4,488	-	1,862
30174150-544100	C2403 SOUTH MAIN DISTRICT	200,000	27,407	150,000	22,593	172,593	9,200	16,393	147,000
30174150-544100	C2404 BROOKSIDE PARK GATEWAY	300,000	-	225,000	75,000	300,000	6,863	21,637	271,500
30174150-541410	C2414 BROOKSIDE PARKWAY LAND DIET	40,000	-	-	40,000	40,000	37,128	2,872	-
30174150-544100	C2500 DWTN WAYFINDING SIGNAGE	33,692	-	12,000	21,692	33,692	29,284	3,254	1,154
30174150-544200	C2516 MILTON AVE LIGHTING	50,000	-	50,000	-	50,000	-	11,375	38,625



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
As of May 31, 2025

Account #Project			Project Snapshot: FY2013 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrance	Available Budget
30174150-541410	C2517	ENTRY MONUMENTS	50,000	-	50,000	-	50,000	-	-	50,000
30174150-521200	C2527	NF COMP TRANSPORTATION PLAN			-	60,000	60,000	-	-	60,000
subtotal					\$ 549,400	\$ 770,569	\$ 1,319,969	\$ 350,422	\$ 94,013	\$ 875,533
Non-Departmental										
30190200-579000		NON-ALLOCATED			\$ 2,003,586	\$ 858,857	\$ 2,862,443	\$ -	\$ -	\$ 2,862,443
30190200-579011		MATCH (GRANTS UNDER REVIEW)			-	26,000	26,000	-	-	26,000
subtotal					\$ 2,003,586	\$ 884,857	\$ 2,888,443	\$ -	\$ -	\$ 2,888,443
Total					\$ 15,573,766	\$ 14,191,701	\$ 29,765,467	\$ 7,541,215	\$ 5,715,188	16,509,064



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
As of May 31, 2025

		Project Snapshot: FY2017 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS	522,470	412,470	\$ 110,000	\$ -	\$ 110,000	\$ 167,271		\$ (57,271)
30290200-362000	REALIZED GAIN/LOSS INV	-	-	-	-	-	(5,280)		5,280
30290200-363000	UNREALIZED GAIN/LOSS INV	-	-	-	-	-	57,678		(57,678)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH	20,014,364	18,410,000	1,604,364	-	1,604,364	-		1,604,364
30290200-395000	CARRYFORWARD FUND BALANCE	6,276,426	-	285,636	5,990,790	6,276,426	-		6,276,426
	subtotal			\$ 2,000,000	\$ 5,990,790	\$ 7,990,790	\$ 219,669		\$ 7,771,121
	Total			\$ 2,000,000	\$ 5,990,790	\$ 7,990,790	\$ 219,669		\$ 7,771,121
Expenditures									
Public Works									
30241100-541430-C1308	SW PIPE & STRUCTURE R&M	17,069,356	9,811,131	\$ 2,000,000	\$ 5,258,225	\$ 7,258,225	\$ 2,002,723	\$ 2,207,050	\$ 3,048,452
30241100-541430-C2423	DOUGLAS ROAD DRAINAGE	11,768	11,700	-	68	68	68	-	1
30241100-541430-C2428	HARRIS ROAD DRAINAGE	122,595	-	-	122,595	122,595	115,345	-	7,250
30241100-541430-C2429	WINDWARD PKWY DRAINAGE	383,506	-	-	383,506	383,506	379,072	-	4,434
30241100-541430-C2518	MID-BORADWELL CULVERT	118,815	-	-	118,815	118,815	99,899	18,916	-
	subtotal			\$ 2,000,000	\$ 5,883,209	\$ 7,883,209	\$ 2,597,107	\$ 2,225,966	\$ 3,060,136
Non-Departmental									
30290200-579000	NON-ALLOCATED			\$ -	\$ 107,581	\$ 107,581	\$ -	\$ -	\$ 107,581
	subtotal			\$ -	\$ 107,581	\$ 107,581	\$ -	\$ -	\$ 107,581
	Total			\$ 2,000,000	\$ 5,990,790	\$ 7,990,790	\$ 2,597,107	\$ 2,225,966	\$ 3,167,717



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
2022 Parks Bond Fund Detail (Fund 318; life-to-date for all projects)
 As of May 31, 2025

			Project Snapshot: FY2017 - FY2024		FY 2025					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31890200-361000	INTEREST EARNINGS				\$ 900,000	\$ -	\$ 900,000	\$ 1,117,122		\$ (217,122)
31890200-395000	CARRYFORWARD FUND BALANCE				-	27,383,446	27,383,446	-		27,383,446
	subtotal				\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 1,117,122		\$ 27,166,324
	Total				\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 1,117,122		\$ 27,166,324
Expenditures										
31841100-541420	C1712	ALPHALOOP	7,335,240	-	\$ -	\$ 7,335,240	\$ 7,335,240	\$ 596,492	\$ 88,010	\$ 6,650,738
31841100-541420	C2520	ALPHALOOP (ROSWELL ST)	43,675	-	-	43,675	43,675	37,124	6,551	-
31841100-541420	C2521	ALPHALOOP (DEVORE RD)	33,265	-	-	33,265	33,265	23,830	9,435	-
31841100-541420	C2522	ALPHALOOP (OMP TO THOMPSON)	52,725	-	-	52,725	52,725	35,167	17,557	1
31841100-541420	C2523	ALPHALOOP (HBR TO WESTSIDE)	35,095	-	-	35,095	35,095	33,708	1,387	-
31861150-541500	C0922	SYNTHETIC TURF	1,632,541	47,597	-	1,584,944	1,584,944	1,584,180	-	764
31861150-541500	C1911	EQUESTRIAN CENTER (CITY)	5,000,000	914,017	-	4,085,983	4,085,983	530,214	20,820	3,534,949
31861150-541500	C2011	WILLS PARK MASTER PLAN IMP	5,671,367	759,165	-	4,912,202	4,912,202	14,250	18,250	4,879,702
31861150-541500	C2216	UNION HILL PARK	3,250,002	581,769	-	2,668,233	2,668,233	116,638	-	2,551,596
31861150-541500	C2217	MID-BROADWELL PARK	496,021	494,463	-	1,558	1,558	1,558	-	0
31861150-541500	C2218	OLD RUCKER PARK	3,000,000	395,470	-	2,604,530	2,604,530	15,060	3,925	2,585,545
31861150-541500	C2219	FARMHOUSE PARK	2,000,000	30,570	-	1,969,430	1,969,430	-	-	1,969,430
31861150-541500	C2220	WATERS ROAD PARK	1,256,501	1,256,501	-	-	-	-	-	-
31861150-541500	C2245	WILLS PARK MAINTENANCE FACILITY	328,634	328,634	-	-	-	-	-	-
31890200-579000	PARKS RESERVE		1,300,000	-	900,000	400,000	1,300,000	-	-	1,300,000
31890200-579012	RESERVE FOR ARBITRAGE		1,656,566	-	-	1,656,566	1,656,566	-	-	1,656,566
31890200-584000	DEBT ISSUANCE COSTS		368,549	368,549	-	-	-	-	-	-
	Total				\$ 900,000	\$ 27,383,446	\$ 28,283,446	\$ 2,988,221	\$ 165,936	\$ 25,129,289



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
TSPLOST I Fund Detail (Fund 335; life-to-date for all projects)
As of May 31, 2025

		Project Snapshot: FY2017-FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
33590200-395000	CARRYFORWARD FUND BALANCE			\$ -	\$ 31,602,130	\$ 31,602,130	\$ -		\$ 31,602,130
33541100-361000	INTEREST EARNINGS			500,000	350,000	850,000	1,338,169		(488,169)
	Total			\$ 500,000	\$ 31,952,130	\$ 32,452,130	\$ 1,338,169		\$ 31,113,961
Expenditures									
33541100-541410	C1219 MILLING AND RESURFACING	2,000,000	2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33541100-541410	C1631 MCGINNIS FERRY IGA (FORSYTH)	5,026,414	1,228,787	-	3,797,627	3,797,627	93,547	-	3,704,080
33541100-541410	C1713 KIMBALL BR RD OP IMP.	1,359,742	1,297,487	-	62,255	62,255	-	61,170	1,085
33541100-541410	C1717 OLD MILTON PKWY CAPACITY IMP.	5,579,475	3,066,278	-	2,513,197	2,513,197	1,395,269	316,747	801,182
33541100-541410	C1800 HAYNES BRIDGE RD IMP	187,598	187,598	-	-	-	-	-	-
33541100-541410	C1933 WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,389	876,389	-	-	-	-	-	-
33541100-541410	C1934 WINDWARD PKWY EAST IMPROVEMENTS	1,427,989	1,427,989	-	-	-	-	-	-
33541100-541410	C2054 GA 400 BRIDGES (WEBB; KIMBALL)	4,886,000	2,811,714	-	2,074,286	2,074,286	-	2,074,286	0
33541100-541410	C2104 WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,472	692,472	-	-	-	-	-	-
33541100-541410	C2113 ENCORE GREENWAY GATEWAY	6,678,124	294,485	-	6,383,639	6,383,639	876,912	5,293,292	213,435
33541100-541410	C2211 WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	725,037	725,037	-	-	-	-	-	-
33541100-541410	C2229 WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,001	3,666,445	-	2,333,556	2,333,556	389,907	880,226	1,063,424
33541100-541410	C2232 WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,001	2,217,194	-	14,782,807	14,782,807	4,353,115	9,800,821	628,871
33541100-541420	C2305 ALPHALOOP (OMP-NORTHWINDS)	825,000	825,000	-	-	-	-	-	-
33590200-579000	CONTINGENCY			500,000	4,763	504,763	-	-	504,763
	Total			\$ 500,000	\$ 31,952,130	\$ 32,452,130	\$ 7,108,750	\$ 18,426,541	\$ 6,916,839



CITY OF ALPHARETTA
Financial Management Reports
Capital Project Funds
TSPLOST II Fund Detail (Fund 336; life-to-date for all projects)
As of May 31, 2025

		Project Snapshot: FY2017-FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
Non-Departmental									
33690200-313400	TSPLOST II			\$ -	\$ 21,945,421	\$ 21,945,421	\$ 12,362,489		\$ 9,582,932
33641100-361000	INTEREST EARNINGS			300,000	150,000	450,000	868,905		(418,905)
33690200-395000	CARRYFORWARD FUND BALANCE			-	15,625,733	15,625,733	-		15,625,733
	Total			\$ 300,000	\$ 37,721,154	\$ 38,021,154	\$ 13,231,394		\$ 24,789,760
Expenditures									
33641100-541410 C1713	KIMBALL BR RD GAP	500,000	25,356	\$ -	\$ 474,644	\$ 474,644	\$ 103,598	\$ 265,025	\$ 106,021
33641100-541410 C2040	TRADEWINDS PARKWAY	2,000,000	437,015	-	1,562,985	1,562,985	-	-	1,562,985
33641100-541410 C2104	WEBB BRIDGE ROAD (NPP-GREENWAY)	13,500,001	5,564,700	-	7,935,301	7,935,301	2,337,675	2,035,334	3,562,292
33641100-541410 C2107	NORTH POINT PARKWAY IMP	703,442	263,800	-	439,642	439,642	175,407	188,099	76,135
33641100-541410 C2221	CROSSWALK (ALPHARETTA ELEM)	107,670	107,670	-	-	-	-	-	-
33641100-541410 C2222	CROSSWALK (MANNING OAKS ELEM)	18,537	18,537	-	-	-	-	-	-
33641100-541410 C2223	CROSSING (92 MILTON GARAGE)	208,128	208,128	-	-	-	-	-	-
33641100-541410 C2224	RAISED INTSECTION (MARIETTA ST)	350,001	93,685	-	256,316	256,316	136,973	119,343	-
33641100-541410 C2225	CROSSINGS (CITY CTR/CHURCHES)	750,001	38,061	-	711,940	711,940	-	80,639	631,301
33641100-541410 C2226	PEDESTRIAN BRIDGES (WW PKWY)	4,000,002	611,856	-	3,388,146	3,388,146	1,527,265	1,595,857	265,024
33641100-541410 C2227	CROSSWALK (COGBURN PARK)	129,616	129,616	-	-	-	-	-	-
33641100-541410 C2228	CROSWALK (CHARLOTTE DR)	146,000	146,000	-	-	-	-	-	-
33641100-541410 C2230	CUMMING ST CORRIDOR	4,757,526	2,056	-	4,755,470	4,755,470	301,691	74,026	4,379,752
33641100-541420 C2242	NP ALPHALINK			-	7,937,063	7,937,063	-	-	7,937,063
33641100-541420 C2305	ALPHALOOP (OMP - NORTHWINDS)	11,110,929	11,041,215	-	69,714	69,714	7,522	62,182	10
33641100-541410 C2427	DRYDEN RD EXTENSION	3,000,000	98	-	2,999,902	2,999,902	1,000	-	2,998,902
33690200-579000	CONTINGENCY	7,490,031	-	300,000	7,190,031	7,490,031	-	-	7,490,031
	Total			\$ 300,000	\$ 37,721,154	\$ 38,021,154	\$ 4,591,131	\$ 4,420,506	\$ 29,009,517



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of May 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
27074110-341321	IMPACT FEES STREETS & HIGHWAYS	3,791,936	3,691,936	\$ -	\$ 100,000	\$ 100,000	\$ 389,250		\$ (289,250)
27074110-341323	IMPACT FEES RECREATION & PARKS	8,616,029	8,506,029	-	110,000	110,000	408,715		(298,715)
27074110-341324	IMPACT FEES PUBLIC SAFETY	1,093,145	1,075,145	-	18,000	18,000	52,042		(34,042)
27074110-362000	REALIZED GAIN/LOSS			-	-	-	(4,511)		4,511
27074110-363000	UNREALIZED GAIN/LOSS			-	-	-	61,919		(61,919)
27074110-395000	CARRYFORWARD FUND BALANCE	5,603,670	-	353,820	5,249,850	5,603,670	-		5,603,670
27074110-361000	INTEREST EARNINGS	553,222	553,222	-	-	-	194,799		(194,799)
	Total			\$ 353,820	\$ 5,477,850	\$ 5,831,670	\$ 1,102,213		\$ 4,729,457
Expenditures									
Public Safety									
27031150-541300 C2501	FS 81 RENOVATIONS	170,000	-	\$ 170,000	\$ -	170,000	\$ -	\$ -	\$ 170,000
	subtotal			\$ 170,000	\$ -	\$ 170,000	\$ -	\$ -	\$ 170,000
Public Works									
27041100-541410 C1410	RUCKER RD CORRIDOR	1,002,447	1,001,847	\$ -	\$ 600	600	\$ -	\$ -	\$ 600
27041100-541420 C2242	NP ALPHALINK	2,062,937	-	-	2,062,937	2,062,937.00	-	-	2,062,937.00
	subtotal			\$ -	\$ 2,063,537	\$ 2,063,537	\$ -	\$ -	\$ 2,063,537
Recreation, Parks & Cultural Services									
27061150-541500 C2011	WILLS PARK MASTER PLAN	328,634	21,930	\$ -	\$ 306,704	\$ 306,704	\$ -	\$ -	\$ 306,704
27061150-541500 C2035	NORTH PARK RESTROOM 1 - 4 (DESIGN)	183,820	-	183,820	-	183,820	-	-	183,820
27061150-541410 C2113	ENCORE GREENWAY GATEWAY	2,000,000	27,480	-	1,972,520	1,972,520	126,634	1,845,886	-
	subtotal			\$ 183,820	\$ 2,279,224	\$ 2,463,044	\$ 126,634	\$ 1,845,886	\$ 490,524



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
As of May 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Departmental									
27074110-521200	PROFESSIONAL SERVICES			\$ -	\$ 37,525	\$ 37,525	\$ -	\$ 37,525	\$ -
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS			-	-	-	-	-	-
27074110-579002	NON-ALLOCATED PARKS				1,029,038	1,029,038	-	-	1,029,038
27074110-579003	NON-ALLOCATED PUBLIC SAFETY			-	68,526	68,526	-	-	68,526
	subtotal			\$ -	\$ 1,135,089	\$ 1,135,089	\$ -	\$ 37,525	\$ 1,097,564
	Total			\$ 353,820	\$ 5,477,850	\$ 5,831,670	\$ 126,634	\$ 1,883,411	\$ 3,821,625



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of May 31, 2025

			Project Snapshot: FY2013 - FY2024		FY 2025						
Account #	Project		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget	
Revenue											
27590150-314100	HOTEL/MOTEL TAXES		88,934,129	79,684,129	\$ 9,250,000	\$ -	\$ 9,250,000	\$ 7,620,022		\$ 1,629,978	
27590150-319201	PEALTY/INT HOTEL/MOTEL TAX		(3,413)	(3,413)	-	-	-	1,654		(1,654)	
27590150-362000	REALIZED GAIN/LOSS		7,903	7,903	-	-	-	(1,402)		1,402	
27590150-363000	UNREALIZED GAIN/LOSS		117,443	117,443	-	-	-	21,157		(21,157)	
27590150-361000	INTEREST EARNINGS		122,977	102,977	20,000	-	20,000	67,946		(47,946)	
	subtotal				\$ 9,270,000	\$ -	\$ 9,270,000	\$ 7,709,376		\$ 1,560,624	
Non-Departmental											
27590150-395000	CARRYFORWARD FUND BALANCE		1,339,071	-	\$ -	\$ 1,339,071	\$ 1,339,071	\$ -		\$ 1,339,071	
	subtotal				\$ -	\$ 1,339,071	\$ 1,339,071	\$ -		\$ 1,339,071	
	Total				\$ 9,270,000	\$ 1,339,071	\$ 10,609,071	\$ 7,709,376		\$ 2,899,695	
Expenditures											
Alpharetta Convention & Visitors Bureau											
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION		38,756,603	34,709,728	\$ 4,046,875	\$ -	\$ 4,046,875	\$ 3,334,483	\$ -	\$ 712,392	
	subtotal				\$ 4,046,875	\$ -	\$ 4,046,875	\$ 3,334,483	\$ -	\$ 712,392	
City of Alpharetta											
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION		33,618,657	30,149,907	3,468,750	-	3,468,750	2,505,230	-	963,520	
	subtotal				\$ 3,468,750	\$ -	\$ 3,468,750	\$ 2,505,230	\$ -	\$ 963,520	
Tourism Product Development											
27590150-521200	PROFESSIONAL SERVICES		47,635	42,135	\$ 5,500	\$ -	\$ 5,500	\$ -	\$ -	\$ 5,500	
27590150-579006	DEBT SERVICE RESERVE		2,392,485	736,822	331,662	1,324,001	1,655,663	-	-	1,655,663	
27590450-541500	C2011	WILLS PARK MASTER PLAN	3,646,892	3,631,822	-	15,070	15,070	-	-	15,070	
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	9,691,367	8,921,367	770,000	-	770,000	770,000	-	-	
27590151-582100	D1600	INTEREST PAYMENT (2016 CONF CTR BOND)	6,673,580	6,026,367	647,213	-	647,213	647,213	-	1	
	subtotal				\$ 1,754,375	\$ 1,339,071	\$ 3,093,446	\$ 1,417,213	\$ -	\$ 1,676,234	
	Total				\$ 9,270,000	\$ 1,339,071	\$ 10,609,071	\$ 7,256,926	\$ -	\$ 3,352,145	



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
As of May 31, 2025

		Project Snapshot: FY2013 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
DEA									
21031110-351300	CONFISCATION/FEDERAL SEIZURE	3,441,365	3,411,430	\$ -	\$ 29,935	\$ 29,935	\$ 124,929		\$ (94,994)
21031110-395000	CARRYFORWARD FUND BALANCE	346,851	-	43,800	303,051	346,851	-		346,851
Total				\$ 43,800	\$ 332,986	\$ 376,786	\$ 124,929		\$ 251,857
Expenditures									
DEA									
21031110-523500	EMPLOYEE TRAVEL	47,178	32,030	\$ -	\$ 15,148	\$ 15,148	\$ -	\$ -	\$ 15,148
21031110-523700	EMPLOYEE TRAINING	66,279	63,779	-	2,500	2,500	-	-	2,500
21031110-531100	GENERAL SUPPLIES AND MATERIALS	127,897	107,620	-	20,277	20,277	-	-	20,277
21031110-542100	C2503 ARTIC FURNITURE	25,000	-	25,000	-	25,000	-	-	25,000
21031110-542100	C2507 DRONE 1ST RESPONDER PROGRAM	18,800	-	18,800	-	18,800	-	-	18,800
21031110-579000	CONTINGENCY		-	-	295,061	295,061	-	-	295,061
Total				\$ 43,800	\$ 332,986	\$ 376,786	\$ -	\$ -	\$ 376,786



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
State Confiscated Assets Fund (Fund 211; life-to-date for active projects)
As of May 31, 2025

		Project Snapshot: FY2019 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
State									
21131120-351301	CONFISCATION/STATE SEIZURE	324,868	324,868	\$ -	\$ -	\$ -	\$ 9,843		\$ (9,843)
21131120-395000	CARRYFORWARD FUND BALANCE	32,101	-	-	32,101	32,101	-		32,101
	subtotal			\$ -	\$ 32,101	\$ 32,101	\$ 9,843		\$ 22,258
	Total			\$ -	\$ 32,101	\$ 32,101	\$ 9,843		\$ 22,258
Expenditures									
State									
21131120-532400	NON-RECURRING EXPENSES	351,643	319,542	\$ -	\$ 32,101	\$ 32,101	\$ 14,808	\$ -	\$ 17,293
	subtotal			\$ -	\$ 32,101	\$ 32,101	\$ 14,808	\$ -	\$ 17,293
	Total			\$ -	\$ 32,101	\$ 32,101	\$ 14,808	\$ -	\$ 17,293



CITY OF ALPHARETTA
Financial Management Reports
Special Revenue Funds
Opioid Settlement Fund (Fund 213; life-to-date for active projects)
As of May 31, 2025

		Project Snapshot: FY2024 - FY2024		FY 2025					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
State									
21331510-351920	OPIOID SETTLEMENT	61,930	61,930	\$ -	\$ -	\$ -	\$ 17,028		\$ (17,028)
21331510-395000	CARRYFORWARD	61,930	-	-	61,930	61,930	-		61,930
	subtotal			\$ -	\$ 61,930	\$ 61,930	\$ 17,028		\$ 44,902
	Total			\$ -	\$ 61,930	\$ 61,930	\$ 17,028		\$ 44,902
Expenditures									
State									
21331510-579000	CONTINGENCY	61,930	-	\$ -	\$ 61,930	\$ 61,930	\$ -	\$ -	\$ 61,930
	subtotal			\$ -	\$ 61,930	\$ 61,930	\$ -	\$ -	\$ 61,930
	Total			\$ -	\$ 61,930	\$ 61,930	\$ -	\$ -	\$ 61,930



OTHER REPORTS



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended May 31, 2025

Vendor	Description	Department	\$ Amount
3750 BROOKSIDE LLC	OLD MILTON PKWY-PARCEL 12	Public Works	\$ 8,000.00
A. B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 13,455.00
AFLAC	VOL SUPP ACCIDENT INS	General Government	\$ 10,585.66
ALBERTO DELOS RIOS	BOND REFUND	General Government	\$ 6,500.00
ALCALDE & FAY LTD	LOBBYING SERVICES	City Administration	\$ 10,000.00
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 496,268.42
ALPHARETTA	HOTEL/MOTEL ACTIVITIES: APRIL REPORT	General Government	\$ 350,595.26
ALPHARETTA	HOTEL/MOTEL ACTIVITIES: MAY REPORT	General Government	\$ 338,988.24
ALPHARETTA PRESBYTER	CUMMING ST. CORRIDOR PARCEL 4	Public Works	\$ 11,700.00
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 35,606.25
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Public Safety	\$ 9,712.75
ANIMAL CONTROL	ANIMAL CONTROL SERVICES	Public Works	\$ 47,651.50
ARAMSCO, INC.	TRAFFIC CONTROL EQUIPMENT	Public Works	\$ 10,778.82
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES (E-911)	Public Safety	\$ 10,105.21
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 17,442.65
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (E-911)	Public Safety	\$ 10,105.21
ATKINSREALIS USA INC	PROJECT MANAGEMENT SERVICES (VARIOUS PROJECTS)	Public Works	\$ 12,725.49
ATKINSREALIS USA INC	PROJECT MANAGEMENT SERVICES (VARIOUS PROJECTS)	Public Works	\$ 29,591.70
AZTECA SYSTEMS	INSTRUCTOR-LED, CLASSROOM TRAINING (TECHNICAL)	Various Departments	\$ 14,360.00
BALDWIN PAVING CO INC	PARK TRAIL MAINTENANCE	Rec., Parks & Cultural Services	\$ 90,563.43
BILLY HOWELL FORD	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID)	Rec., Parks & Cultural Services	\$ 86,754.00
BRAND ENFORCERS LLC	MARKETING SERVICES (INCL. DISTRIBUTION, RESEARCH,)	Public Safety	\$ 8,500.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Various Departments	\$ 14,791.65
CARL BLACK BUICK GMC	REPAIR DUE TO ACCIDENT VIN 5870	Risk Management	\$ 7,406.25
CHRISALLY GROUP	TASTE OF ALPHARETTA 2025	Rec., Parks & Cultural Services	\$ 9,443.50
CITY OF MILTON	LEASE-COURTROOM IGA-MAY 2025	Municipal Court	\$ 6,775.00
CITY OF ROSWELL	FIREMAN TRAINING AND INSTRUCTIONAL AIDS AND MATERIAL	Public Safety	\$ 40,986.85



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended May 31, 2025

Vendor	Description	Department	\$ Amount
CLASSIC TENTS & EVENTS	TENTS, TARPAULINS AND SUPPLIES RENTAL OR LEASE	Rec., Parks & Cultural Services	\$ 23,699.92
CONNORS STEAK & SEAFOOD	TASTE OF ALPHARETTA 2025	Rec., Parks & Cultural Services	\$ 5,478.40
CORPORATE BILLING	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 33,450.99
CRABAPPLE TURF	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 19,229.70
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 5,660.17
CUMBERLAND LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 5,660.17
CW MATTHEWS CONTRACT	PARK AND REC WALKING TRAIL	Rec., Parks & Cultural Services	\$ 14,014.78
DATA MEDIA ASSOCIATE	PRINTING AND BINDING	Finance	\$ 5,504.62
DC POOL SERVICE LLC.	SWIMMING POOL MANAGEMENT AND OPERATION	Rec., Parks & Cultural Services	\$ 9,000.00
DOUGLAS BARTLETT	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,452.25
DREAM GARAGE GURUS LLC	SPECIAL FLOORING, INDUSTRIAL, RESINOUS	Public Works	\$ 28,310.07
EDDY COMMUNICATIONS	GRAPHIC DESIGN SERVICES FOR PRINTING	City Administration	\$ 22,500.00
ESIS INC	MONTHLY WORKERS COMPENSATION INVOICE	Risk Management	\$ 7,225.46
FIVE OAKS FENCE COMP	FENCE INSTALLATION, MAINTENANCE AND REPAIR	Rec., Parks & Cultural Services	\$ 7,915.00
FLOCK GROUP INC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 34,800.00
FORENSIC LOGIC	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 24,999.00
FULTON COUNTY BOARD OF COMMISSIONERS	APRIL 2025 COLLECTION REPORT	Public Safety	\$ 7,750.31
FULTON COUNTY BOARD OF EDUCATION	MARCH & APRIL FUEL BILL	General Government	\$ 79,947.14
FULTON COUNTY SHERIFFS DEPARTMENT	INMATE HOUSING	Public Safety	\$ 5,160.00
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 9,992.76
FULTON COUNTY-DEPT OF FINANCE	WATER AND SEWER UTILITIES	Various Departments	\$ 8,670.62
GA SUPERIOR COURT CLERK'S CO-OP AUTHORITY	APRIL COLLECTIONS	Public Safety	\$ 35,390.89
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 10,584.87
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 6,964.01
GALLS INC	EMPLOYEE UNIFORMS	Public Safety	\$ 12,344.40
GEORGIA BRIDGE AND CONCRETE	CONSTRUCTION: WBR PH4 (NPP-GREENWAY)	Public Works	\$ 85,547.96



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended May 31, 2025

Vendor	Description	Department	\$ Amount
GEORGIA BRIDGE AND CONCRETE	Contract Withholding: 23-003	General Government	\$ 14,604.59
GEORGIA FITNESS EQUIPMENT	MACHINERY AND EQUIPMENT	Public Safety	\$ 9,138.00
GEORGIA GREEN	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 17,267.80
GEORGIA INFRASTRUCTURE	CONSTRUCTION, HIKE AND BIKE TRAIL: ENCORE GREENWAY GATEWAY	Various Departments	\$ 194,419.77
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 198,239.21
GEORGIA POWER CO	ELECTRICITY UTILITIES	Public Safety	\$ 7,680.77
GEORGIA-ALABAMA LAND	WETLAND DELINEATIONS (INCL. ASSESSMENTS)	Public Works	\$ 407,250.00
GESSNER	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 10,633.60
GLOBAL EQUIPMENT CO	DESKS AND TABLES, WOOD	Public Safety	\$ 7,717.50
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 6,608.00
GREENTREE BEDDING	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,947.20
GRUBBUX LLC	MOBILE TICKETING SERVICE (SOFTWARE, PAYMENT CARDS)	Rec., Parks & Cultural Services	\$ 7,550.00
JARRARD & DAVIS	LEGAL SERVICES	Legal Services	\$ 72,299.29
JCB ATLANTA LLC	EQUIPMENT REPAIR & MAINTENANCE	Public Works	\$ 5,131.21
JERICO DESIGN GROUP	DESIGNING SERVICES: FS 81 RENOVATIONS	Public Safety	\$ 20,690.70
KECK & WOOD INC	DESIGNING SERVICES: VARIOUS PROJECTS	Public Works	\$ 11,159.09
KIMBROUGH INDUSTRIAL	FACILITY REPAIR & MAINTENANCE	Public Works	\$ 21,867.77
KIMLEY-HORN & ASSOCIATES	LAND DEVELOPMENT AND PLANNING/ENGINEERING	Community Development	\$ 6,359.68
KRISTEN THIGPEN ORR	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 5,000.00
LD GYMNASTICS INC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 37,934.63
MASON TRACTOR	AGRICULTURAL EQUIPMENT, IMPLEMENTS, AND ACCESSORIES	Rec., Parks & Cultural Services	\$ 47,136.51
MEER ELECTRIC	ELECTRICAL	Various Departments	\$ 50,182.11
MEER ELECTRIC	ELECTRICAL	Various Departments	\$ 10,936.31
NUGEN LED SOLUTIONS	LIGHTING FIXTURES, OUTDOOR: FLOODLIGHTS, SPOTLIGHT	Rec., Parks & Cultural Services	\$ 24,000.00
OHMSHIV	CONSTRUCTION: WBR PH3 (GREENWAY-ROUNDAABOUT)	Public Works	\$ 477,073.30
PEACE OFFICER'S ANNUITY BENEFIT FUND OF GA	MUNICIPAL COURT FINES	Public Safety	\$ 15,313.74



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended May 31, 2025

Vendor	Description	Department	\$ Amount
PINNACLE BANK	FINANCIAL INSTITUTIONS TAXES	General Government	\$ 111,145.00
PIVOT PARKING LLC	PARKING MANAGEMENT SERVICES	City Administration	\$ 26,947.00
PREMIER EVENTS LLC	SPONSORSHIP COMMISSIONS FOR 2025 TASTE OF ALPHARETTA	Rec., Parks & Cultural Services	\$ 21,700.00
QUESTIONMARK CO.	EXAMINATION AND TESTING	Public Safety	\$ 5,655.00
RCS PRODUCTIONS	AMUSEMENT AND ENTERTAINMENT SERVICES (INCL. PERFOR	Rec., Parks & Cultural Services	\$ 7,000.00
REXEL USA	STREET LIGHT POLES AND STANDARDS	Public Works	\$ 11,639.66
REYNOLDS-WARREN EQUIPMENT	ASPHALT EQUIPMENT AND ACCESSORY RENTAL OR LEASE	Rec., Parks & Cultural Services	\$ 12,084.27
RHYTHM N SHOES LLC	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 10,426.53
RINGCENTRAL, INC.	NETWORK AND VOIP	Information Technology	\$ 9,475.76
RUMMEL, KLEPPER & KA	SW PIPE & STRUCTURE R&M	Public Works	\$ 8,262.50
RURAL METRO	EMERGENCY MEDICAL SERVICES (INCL. EMERGENCY AMBULANCE)	Public Safety	\$ 31,317.99
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT	Public Works	\$ 58,719.91
RUSSELL LANDSCAPE	SOIL CONDITIONERS: COMPOST, MARINE HUMUS, SULFUR,	Public Works	\$ 5,787.50
SAFETY PENN TRAINING	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 11,876.25
SAFETY PENN TRAINING	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 7,953.75
SAFETY PRODUCTS INC	TRAFFIC CONTROL EQUIPMENT	Public Works	\$ 6,326.05
SAWNEE ELECTRIC MEMBERSHIP	ELECTRICITY UTILITIES	Various Departments	\$ 32,592.49
SEALY ALPHARETTA L L C	CURRENT YEAR PROPERTY TAXES	Various Departments	\$ 12,062.71
SHI INTERNATIONAL CO	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 15,535.00
SUPERHERO FIRE PROTECTION	ALARM EQUIPMENT MAINTENANCE/REPAIR (FIRE, ETC.)	Public Works	\$ 5,990.00
SUSTAINABLE WATER PLANNING & ENGINEERING	STORM WATER PIPE & STRUCTURE R&M	Public Works	\$ 39,992.00
T&T UNIFORMS, INC.	EMPLOYEE UNIFORMS	Public Safety	\$ 5,091.64
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.63
TEN 10 TEAMS	INSTRUCTORS, CLASSES FOR THE PUBLIC	Rec., Parks & Cultural Services	\$ 6,562.50
THE DUMPSTER CO	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 33,953.70
THE F. A. BARTLETT T	TREE AND SHRUB REMOVAL SERVICES	Public Works	\$ 12,592.00
THE F. A. BARTLETT T	TREE AND SHRUB REMOVAL SERVICES	Rec., Parks & Cultural Services	\$ 7,560.00
TOKIO MARINE HCC	REPAIR OF CITY OF ROSWELL VEHICLE DUE TO MVA	Risk Management	\$ 10,881.52



CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended May 31, 2025

Vendor	Description	Department	\$ Amount
TRI SCAPES	ROADSIDE, GROUNDS, RECREATIONAL AND PARK AREA SERVICES	Rec., Parks & Cultural Services	\$ 46,355.01
TRI SCAPES	PARK REPAIRS/IMPROVMENTS	Rec., Parks & Cultural Services	\$ 13,456.25
TRUIST BANK	PCARD STATEMENT 5/2/25	General Government	\$ 204,667.41
UNPLUGGED PERFORMANC	TESLA FLEET (FY 2025)	Public Safety	\$ 7,040.00
VERTICAL EARTH	CONSTRUCTION, HIKE AND BIKE TRAIL	Public Works	\$ 836,964.87
VORTEX USA INC.	SWIMMING POOLS, EQUIPMENT, AND SUPPLIES	Rec., Parks & Cultural Services	\$ 6,201.25
WARD COMPANIES LLC	WASTE MANAGEMENT SERVICES	Rec., Parks & Cultural Services	\$ 6,872.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended May 31, 2025

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
25000754	WEST CHATHAM WARNING DEVICES INC	PUBLIC WORKS	9,875.00	REPLACEMENT ARROW BOARD
25000759	FORSYTH REMODELING	PUBLIC SAFETY	42,147.50	BUILDING REMODELING FOR FUTURE CID BUILDING
25000760	EDDY COMMUNICATIONS CORP	ADMINISTRATION	22,500.00	GRAPHIC DESIGN SERVICES FOR COA MULTI-PAGE BROCHURE
25000764	MXI ENVIRONMENTAL SERVICES LLC	PUBLIC WORKS	27,957.50	COMMUNITY COLLECTION SERVICES FOR HOUSEHOLD HAZARDOUS WASTES AND PAINT
25000768	SAFETY PENN TRAINING LLC	REC., PARKS & CULTURAL SVCS	20,066.25	LIFEGUARD TRAINING AND RECERTIFICATIONS
25000769	MIRIAM MCALISTER	REC., PARKS & CULTURAL SVCS	9,000.00	SHARKS SWIM TEAM COACH
25000771	ATLANTA SWIM ASSOCIATION LLC	REC., PARKS & CULTURAL SVCS	5,808.00	2025 ATLANTA SWIM ASSOCIATION COMPETITION ENTRY FEES
25000772	MCCI LLC	ADMINISTRATION	6,276.22	JUSTFOIA PLATFORM UPGRADE
25000774	KIMLEY-HORN & ASSOCIATES INC	COMMUNITY DEVELOPMENT	8,600.00	LANDSCAPE DESIGN SERVICES FOR ON-STREET PARKING AND LOADING ON MILTON AVE
25000776	MEER ELECTRICAL CONTRACTORS INC	REC., PARKS & CULTURAL SVCS	40,085.00	ELECTRICAL SERVICES FOR TASTE OF ALPHARETTA
25000777	W.T. STANDARD & ASSOCIATES, INC.	REC., PARKS & CULTURAL SVCS	6,063.17	BUS REPAIRS
25000779	FOUR M CO.	PUBLIC SAFETY	15,485.56	FLOORING MATERIALS FOR BUILDING REMODEL FOR FUTURE CID BUILDING
25000780	SPORTSCON LLC	REC., PARKS & CULTURAL SVCS	9,487.00	OUTDOOR BASKETBALL BACKBOARD AND RIM FOR WILLS PARK
25000781	RICO INTERNATIONAL INC	REC., PARKS & CULTURAL SVCS	14,949.98	(1) 2025 CLUB CAR CARRYALL 500 ELECTRIC VEHICLE
25000786	GLOBAL EQUIPMENT CO INC	PUBLIC SAFETY	7,717.50	(6) EXECUTIVE U-SHAPED DESKS WITH SINGLE PEDESTAL DRAWER UNIT
25000789	QUESTIONMARK CORPORATION	PUBLIC SAFETY	5,655.00	PTS FIRE TEST BANK CONTENT FOR TRAINING
25000791	MAJESTIC CONSTRUCTION & MANAGEMENT SERV	PUBLIC WORKS	33,686.26	LVP FLOORING INSTALLATION AT CRABAPPLE TRAINING CENTER
25000792	MEER ELECTRICAL CONTRACTORS INC	PUBLIC SAFETY	5,150.00	COMMANDER ONE ANNUAL LICENSE RENEWAL FOR WARNING SIRENS
25000795	MASON TRACTOR COMPANY INC	PUBLIC WORKS	35,262.85	(1) KUBOTA SCL 1000 COMPACT LOADER WITH BUCKET WITH (3) ATTACHMENTS
25000798	FRAZIER & DEETER, LLC	ADMINISTRATION	7,000.00	AUDITING SERVICES FOR ALCOHOLIC BEVERAGE SALES
25000800	SUMTER LOCAL GOVERNMENT CONSULTING INC.	ADMINISTRATION	30,000.00	INTERIM ASSISTANT CITY CLERK SERVICES FOR (2) MONTHS
25000801	THE SHERWIN- WILLIAMS CO., INC.	PUBLIC WORKS	8,249.00	(1) LINELAZER V STRIPING MACHINE
25000802	BRAND ENFORCERS LLC	PUBLIC SAFETY	8,500.00	MEDIA DESIGN SERVICES, VIDEO RECORDING AND EDITING FOR CHIEF'S CHAT
25000803	EDDY COMMUNICATIONS CORP	ADMINISTRATION	14,500.00	GRAPHIC DESIGN SERVICES FOR ECONOMIC DEVELOPMENT BROCHURE
25000804	INTERNATIONAL CODE COUNCIL	COMMUNITY DEVELOPMENT	11,910.00	(10) DIGITAL ICC CODE SUBSCRIPTIONS FOR VARIOUS POSITIONS
25000808	EDGE BUSINESS SYSTEMS LLC	INFORMATION TECHNOLOGY	34,991.00	(3) PLOTTERS WITH DELIVERY AND INSTALLATION
25000810	KIMBROUGH INDUSTRIAL GROUP LLC	PUBLIC WORKS	5,139.15	HVAC COMPRESSOR REPLACEMENT AT WILLS PARK EQUESTRIAN CENTER RESTROOM
25000811	TERRAMARK LAND SURVEYING INC	PUBLIC WORKS	7,985.00	SURVEYING SERVICES FOR HAYNES PARK TOWNHOME COMMUNITY

**City of Alpharetta
Balance Sheet
Governmental Funds
May 31, 2025**

	Major Governmental Funds						Non-Major	Total
	General Fund	Capital Project Fund	Capital Grant Fund	2022 Bond Fund	T-SPLOST Capital Fund	T-SPLOST II Capital Fund	Governmental Funds	Governmental Funds
ASSETS								
Cash / Cash Equivalents / Investments	\$ 51,044,493	\$ 8,021,440	\$ 631,932	\$ 25,539,478	\$ 26,135,434	\$ 24,675,247	\$ 13,943,158	\$ 149,991,182
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	1,096,351	-	-	-	-	-	1,421	1,097,771
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Accounts	121,923	-	-	-	-	-	183,529	305,451
Due from Other Funds	553,582	-	-	-	-	-	2,831	556,413
Intergovernmental Receivable	10,998	155,248	-	-	-	-	-	166,246
Cash - Restricted	171,328	468,429	-	-	-	-	-	639,757
Total Assets	52,998,675	8,645,117	631,932	25,539,478	26,135,434	24,675,247	14,130,937	152,756,820
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	456,747	17,205	-	-	-	1,500	18,035	493,487
Retainage Payable	-	68,593	76,563	27,131	303,885	407,721	51,019	934,912
Intergovernmental Payable	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	186,408	-	-	-	-	-	-	186,408
Due to Other Funds	-	-	458,221	-	-	-	16,370	474,591
Deferred Revenue	2,159,091	155,248	-	-	-	-	187,780	2,502,119
Unearned Revenue	103,735	-	75,000	-	-	-	3,947	182,682
Non-Current								
Unclaimed Property	105,106	-	-	-	-	-	-	105,106
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	3,011,088	241,045	609,785	27,131	303,885	409,221	277,151	4,879,305
Fund Balances:								
Restricted for:								
Capital Projects	-	(199,560)	34,177	22,389,845	6,900,245	12,355,490	5,163,730	46,643,928
Law Enforcement	-	-	-	-	-	-	282,814	282,814
Emergency Telephone Activities	-	-	-	-	-	-	(457,317)	(457,317)
Debt Service	-	-	-	-	-	-	221,769	221,769
Promotion of Tourism	-	-	-	-	-	-	135,859	135,859
Assigned for:								
Grant Projects	-	26,000	-	-	-	-	72,901	98,901
Arbitrage	-	-	-	1,656,566	-	-	-	1,656,566
Encumbrances	2,030,108	5,715,188	3,000	165,936	18,426,541	4,420,506	4,293,647	35,054,926
Unallocated	47,957,480	2,862,443	(15,030)	1,300,000	504,763	7,490,031	4,140,383	64,240,070
Total Fund Balances	49,987,587	8,404,071	22,147	25,512,347	25,831,549	24,266,027	13,853,787	147,877,515
Total Liabilities and Fund Balances	\$ 52,998,675	\$ 8,645,117	\$ 631,932	\$ 25,539,478	\$ 26,135,434	\$ 24,675,247	\$ 14,130,937	\$ 152,756,820

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended May 31, 2025

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	S2022 Const	T-SPLOST	T-SPLOST II	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Capital Fund	Capital Fund	Funds	Funds
REVENUES								
Taxes:								
Property Tax	\$ 36,501,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,223,748	\$ 42,725,016
Local Option Sales Tax	18,652,138	-	-	-	-	-	-	18,652,138
Transportation SPLOST	-	-	-	-	-	12,362,489	-	12,362,489
Other Taxes	17,475,187	-	-	-	-	-	7,621,676	25,096,863
Licenses and permits	3,769,769	-	-	-	-	-	-	3,769,769
Intergovernmental	177,777	962,700	2,070,793	-	-	-	3,308,921	6,520,191
Charges for services	4,965,446	21,692	-	-	-	-	87,874	5,075,012
Impact Fees	-	-	-	-	-	-	850,006	850,006
Fines/Forfeitures	2,212,534	-	-	-	-	-	9,843	2,222,377
Investment earnings (Loss)	1,740,315	505,465	39,492	1,117,122	1,338,169	868,905	703,292	6,312,758
Contributions and Donations	113,986	89,804	-	-	-	-	5,179	208,970
Misc Revenue	120,979	-	-	-	-	-	-	120,979
Other	-	-	-	-	-	-	17,028	17,028
Total revenues	85,729,400	1,579,661	2,110,285	1,117,122	1,338,169	13,231,394	18,827,567	123,933,598
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	-	-
General government	11,889,308	506,940	-	-	-	-	4,754,046	17,150,293
Public safety	38,534,548	1,620,896	-	-	-	-	4,924,030	45,079,473
Public works	9,406,032	2,997,143	1,531,260	726,322	7,108,750	4,591,101	2,602,525	28,963,133
Economic and community development	4,067,458	350,422	-	-	-	-	-	4,417,880
Alpharetta Business Community	-	-	-	-	-	-	-	-
Culture and recreation	12,284,507	2,050,874	2,314	2,261,900	-	-	146,854	16,746,449
Contingency	-	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-	-
Debt service:								
Principal	215,000	-	-	-	-	-	3,646,006	3,861,006
Interest	71,978	-	-	-	-	-	3,188,099	3,260,077
Other Costs	-	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	76,468,830	7,526,275	1,533,574	2,988,221	7,108,750	4,591,101	19,261,560	119,478,312
Excess (deficiency) of revenues over (under) expenditures	9,260,571	(5,946,615)	576,711	(1,871,100)	(5,770,581)	8,640,293	(433,993)	4,455,286
OTHER FINANCING SOURCES (USES)								
Transfers in	2,505,230	-	-	-	-	-	-	2,505,230
Transfers out	-	-	-	-	-	-	(2,505,230)	(2,505,230)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	231,524	-	-	-	-	-	-	231,524
Sale of non-capital assets	5,435	-	-	-	-	-	-	5,435
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	2,742,189	-	-	-	-	-	(2,505,230)	236,959
Net change in fund balances	12,002,760	(5,946,615)	576,711	(1,871,100)	(5,770,581)	8,640,293	(2,939,223)	4,692,245
Fund balances - beginning	37,984,828	14,350,686	(554,563)	27,383,447	31,602,130	15,625,733	16,793,010	143,185,270
Fund balances - ending	\$ 49,987,587	\$ 8,404,071	\$ 22,147	\$ 25,512,347	\$ 25,831,549	\$ 24,266,027	\$ 13,853,787	\$ 147,877,515

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
May 31, 2025

	Special Revenue							Total Non-major		
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	Opioid Settlement Fund	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,791,522	\$ 6,585,582	\$ 471,781	\$ 27,136	\$ 163,337	\$ (299,939)	\$ 78,958	\$ 1,179,589	\$ 3,945,192	\$ 13,943,158
Taxes Receivable	1,421	-	-	-	-	-	-	-	-	1,421
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	183,529	-	183,529
Intergovernmental Receivable	-	-	-	-	2,831	-	-	-	-	2,831
Due From Other Funds	-	-	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,792,943	6,585,582	471,781	27,136	166,168	(299,939)	78,958	1,363,118	3,945,192	14,130,937
LIABILITIES										
Accounts Payable	-	-	-	-	1,200	15,334	-	-	1,502	18,035
Retainage Payable	-	6,332	-	-	-	-	-	-	44,687	51,019
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	-	-	-	16,370	-	-	-	16,370
Due to Other Fund	-	-	-	-	-	-	-	-	-	-
Deferred Revenue	1,421	-	-	-	2,831	-	-	183,529	-	187,780
Unearned Revenue	-	-	-	-	-	-	-	3,947	-	3,947
Total Liabilities	1,421	6,332	-	-	4,031	31,704	-	187,475	46,189	277,151
FUND BALANCES										
Restricted:										
Capital Projects	-	3,598,275	-	-	-	-	-	-	1,565,456	5,163,730
Law Enforcement	-	-	176,720	27,136	-	-	78,958	-	-	282,814
Promotion of Tourism	135,859	-	-	-	-	-	-	-	-	135,859
Emergency Telephone Activities	-	-	-	-	-	(457,317)	-	-	-	(457,317)
Debt Service	-	-	-	-	-	-	-	221,769	-	221,769
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	72,901	-	-	-	-	72,901
Encumbrances	-	1,883,411	-	-	58,595	125,675	-	-	2,225,966	4,293,647
Unallocated	1,655,663	1,097,564	295,061	-	30,641	-	-	953,873	107,581	4,140,383
Total Fund Balances	1,791,522	6,579,250	471,781	27,136	162,137	(331,643)	78,958	1,175,642	3,899,003	13,853,787
Total Liabilities and Fund Balances	\$ 1,792,943	\$ 6,585,582	\$ 471,781	\$ 27,136	\$ 166,168	\$ (299,939)	\$ 78,958	\$ 1,363,118	\$ 3,945,192	\$ 14,130,937

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended May 31, 2025

	Special Revenue							Total Non-major		
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911 Fund	Opioid Settlement Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 7,621,676	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,621,676
Property tax	-	-	-	-	-	-	-	6,223,748	-	6,223,748
Charges for Service	-	-	-	-	87,874	-	-	-	-	87,874
Impact Fees	-	850,006	-	-	-	-	-	-	-	850,006
Forfeiture Income	-	-	-	9,843	-	-	-	-	-	9,843
Intergovernmental	-	-	124,929	-	39,081	3,144,912	-	-	-	3,308,921
Contributions & Donations	-	-	-	-	5,179	-	-	-	-	5,179
Investment Earnings (Loss)	87,701	252,206	-	-	6,967	(9,446)	-	146,194	219,669	703,292
Other	-	-	-	-	-	-	17,028	-	-	17,028
Total revenues	7,709,376	1,102,213	124,929	9,843	139,100	3,135,466	17,028	6,369,943	219,669	18,827,567
EXPENDITURES:										
Tourism	4,751,696	-	-	-	-	-	-	-	-	4,751,696
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	-	126,634	-	-	20,220	-	-	-	-	146,854
Public Safety	-	-	-	14,808	56,648	4,852,574	-	-	-	4,924,030
Public Works	-	-	-	-	5,433	-	-	-	2,597,093	2,602,525
General Government	-	-	-	-	-	-	-	2,350	-	2,350
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	226,006	-	3,420,000	-	3,646,006
Interest	-	-	-	-	-	-	-	3,188,099	-	3,188,099
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	4,751,696	126,634	-	14,808	82,300	5,078,580	-	6,610,449	2,597,093	19,261,560
Excess (deficiency) of revenues over expenditures	2,957,681	975,579	124,929	(4,965)	56,800	(1,943,114)	17,028	(240,506)	(2,377,423)	(433,993)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(2,505,230)	-	-	-	-	-	-	-	-	(2,505,230)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-	-	-
Total other financing sources	(2,505,230)	-	-	-	-	-	-	-	-	(2,505,230)
Net change in fund balances	452,450	975,579	124,929	(4,965)	56,800	(1,943,114)	17,028	(240,506)	(2,377,423)	(2,939,223)
Fund balances - beginning	1,339,072	5,603,671	346,852	32,101	105,337	1,611,471	61,930	1,416,149	6,276,427	16,793,010
Fund balances - ending	\$ 1,791,522	\$ 6,579,250	\$ 471,781	\$ 27,136	\$ 162,137	\$ (331,643)	\$ 78,958	\$ 1,175,642	\$ 3,899,003	\$ 13,853,787

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
May 31, 2025

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,089,102
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	1,617,869
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,706,971</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>2,706,971</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	16,392
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Payroll Liabilities	78
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	-
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>16,470</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>16,470</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,690,501
Total Net Assets	<u>2,690,501</u>
Total Liabilities & Net Assets	<u>\$ 2,706,971</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended May 31, 2025

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 7,423,761
Misc Revenue	-
Total operating revenues	<u>7,423,761</u>
Operating expenses:	
Administration	5,792,835
Non-departmental	-
Total operating expenses	<u>5,792,835</u>
Operating Gain (loss)	1,630,926
Non-operating revenues (expenses):	
Investment earnings (Loss)	<u>57,950</u>
Total non-operating revenue (expenses)	<u>57,950</u>
Income (loss) before transfers	1,688,876
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	1,688,876
Total net assets-beginning	<u>15,351</u>
Total net assets-ending (net of encumbrances)	<u>1,704,226</u>
Adjustments to GAAP basis:	
Encumbrances	986,274
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 2,690,501</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of May 31, 2025 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ 164,563	\$ 164,563		\$ 0
99575100-361000	Investment Earnings	-	14,057		(14,057)
99575100-371000-C1532	Tech Alpharetta Operational Funding (IGA with COA)	95,000	87,083		7,917
99575100-371000-C2529	Market Feasibility Study (ACVB Contribution)	75,000	75,000		-
(2) 99575100-381000-C1535	Tech Alpharetta Incubator Operations	7,356	7,355		-
	subtotal	\$ 341,919	\$ 348,058		\$ (6,140)
(1) 99575100-395000	Carryforward Fund Balance	\$ 284,976	\$ -		\$ 284,976
	subtotal	\$ 284,976	\$ -		\$ 284,976
	Total	\$ 626,895	\$ 348,058		\$ 278,836
Expenditures					
99575100-571000	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-521200-C2529	Market Feasibility Study	150,000	-	150,000	-
99575100-544100-C1532	Tech Alpharetta Operational Funding	95,000	95,000	-	-
(2) 99575100-544100-C2525	Tech Alpharetta Relocation MOU	27,865	27,865	-	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C2422	Connect Forward Grant Program	50,000	-	-	50,000
	subtotal	\$ 376,313	\$ 122,865	\$ 150,000	\$ 103,448
(2) 99575100-523860-C1535	Tech Alpharetta Incubator Operation (Maint. Contracts)	\$ 2,888	\$ 2,888	\$ -	\$ 0
(2) 99575100-531200-C1535	Tech Alpharetta Incubator Operation (Misc. Utilities)	317	316	-	1
(2) 99575100-531210-C1535	Tech Alpharetta Incubator Operation (Water/Sewer)	44	43	-	1
(2) 99575100-531220-C1535	Tech Alpharetta Incubator Operation (Natural Gas)	881	880	-	1
(2) 99575100-531230-C1535	Tech Alpharetta Incubator Operation (Electricity)	1,617	1,617	-	0
	subtotal	\$ 5,747	\$ 5,744	\$ -	\$ 3
99575100-579000	Reserve	\$ 244,835	\$ -	\$ -	\$ 244,835
	Total	\$ 626,895	\$ 128,609	\$ 150,000	\$ 348,286

(1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.

(2) These initiatives are complete with no further collections/expenses anticipated.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of May 31, 2025 (unaudited)

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 284,976		
Revenues collected to date			348,058		
Expenditures incurred to date			(128,609)		
Fund Balance (current)			\$ 504,425		
Forecasted revenue collections (Tech Alpharetta Operational Funding from the City)			7,917		
Fund Balance*			\$ 512,342		
Fund Balance Allocation (forecasted):					
Non-Spendable (unspent/remaining project allocations)			\$ 253,448		
Spendable (available for investment by the Board)			258,894		
			\$ 512,342		

* May differ from the Fund Balance figures in the attached Balance Sheet due to forecasted revenue collections that are anticipated, but not yet collected.

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
May 31, 2025

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 504,425
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-
Total Assets	504,425

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	-

Current Liabilities Payable from Restricted Assets:

	-
Total Current Liabilities Payable from Restricted Assets	-

Noncurrent Liabilities:

	-
Total Noncurrent Liabilities	-
Total Liabilities	-

Fund Balance

Restricted	121,365
Unallocated	383,060
Total Fund Balance	504,425

Total Liabilities & Fund Balance	\$ 504,425
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City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended May 31, 2025

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 164,563
State Grant	-
Fees	-
Contributions & Donations	162,083
Miscellaneous Income-Interest	14,057
Miscellaneous Revenue	<u>7,355</u>
Total Revenues	<u>348,058</u>
Expenditures	
Economic Development	272,865
Maintenance Contracts	2,888
Donation to private source	-
Utilities - Miscellaneous	2,856
Debt Service:	
Principal	-
Interest	<u>-</u>
Total Expenditures	<u>278,609</u>
Excess (deficiency) of revenues over (under) expenditures	69,449
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	69,449
Fund Balance, Beginning of Year	<u>284,976</u>
Encumbrances	150,000
Fund Balance, End of Year	<u>504,425</u>





STAFF REPORT

Department: City Clerk
Submitted By: George Doyle
Meeting Date: July 23, 2025

AGENDA ITEM:

Conflict Waiver: City of Milton

Consideration of approval of a Waiver of Conflict regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to preparing and approving a Memorandum of Agreement for the development of a North Fulton Comprehensive Transportation Plan and with authorization for the Mayor to execute all documents.

STAFF RECOMMENDATION:

Approve, as part of the Consent Agenda, a Waiver of Conflict regarding Jarrard & Davis, LLP's joint representation of the City of Alpharetta and the City of Milton related to preparing and approving a Memorandum of Agreement for the development of a North Fulton Comprehensive Transportation Plan and authorize the Mayor to execute all documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Jarrard and Davis is the counsel of record for both the City of Alpharetta and the City of Milton. If this Waiver of Conflict is approved, Jarrard and Davis would represent both parties as it relates to preparing and approving a Memorandum of Agreement for the development of a North Fulton Comprehensive Transportation Plan. It is recommended that the parties execute conflict waivers acknowledging and agreeing to Jarrard and Davis's representation of the parties.

ALTERNATIVES:

Do not approve as part of the Consent Agenda and consider as a New Business item.

ATTACHMENTS:

1. Alpharetta Milton Conflict Waiver RE NFCTP

WAIVER OF CONFLICTS

WHEREAS, THE CITY OF MILTON (“Milton”) is a municipal corporation of the State of Georgia; and

WHEREAS, THE CITY OF ALPHARETTA, GEORGIA (“Alpharetta”) is a municipal corporation of the State of Georgia; and

WHEREAS, both Milton and Alpharetta may collectively be referred to hereinafter as the “Parties”; and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Alpharetta is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Alpharetta’s City Attorney; and

WHEREAS, Milton and Alpharetta have an interest in preparing and approving a Memorandum of Agreement (“MOA”) for the development of a North Fulton Comprehensive Transportation Plan (“NFCTP”); and

WHEREAS, Milton and Alpharetta recognize that Jarrard & Davis, LLP’s representation of both Parties regarding the MOA and NFCTP are waivable conflicts of interest; and

WHEREAS, the governing bodies of the Parties have considered this issue, have been informed of the potential for conflicts or competing interests between the Parties and risks associated with the same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent both Parties while protecting both Parties’ best interests, in connection with the MOA and NFCTP.

NOW THEREFORE, in light of the above, the governing bodies of Milton and

Alpharetta, having considered these issues, do hereby resolve as follows:

1. Milton and Alpharetta acknowledge Jarrard & Davis, LLP's disclosure of these potential conflicts.
2. Milton and Alpharetta further acknowledge Jarrard & Davis, LLP's disclosure of these potential conflicts at an open meeting.
3. Milton and Alpharetta have been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Alpharetta affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of the Parties with respect to the MOA and NFCTP.

(signature page follows)

Effective between the Parties this _____ day of _____, 2025.

CITY OF MILTON, GEORGIA, by and
through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]

CITY OF ALPHARETTA, GEORGIA,
by and through its City Council

By: _____
Mayor

ATTEST:

By: _____
City Clerk

[AFFIX SEAL]



STAFF REPORT

Department: Legal
Submitted By: Molly Esswein
Meeting Date: July 23, 2025

AGENDA ITEM:

Resolution: Participation in an Amicus Brief

Consideration of the adoption of a Resolution authorizing the City to participate in an amicus brief in the Chang v. City of Milton Appeal pending before the Georgia Supreme Court.

STAFF RECOMMENDATION:

Adopt a Resolution authorizing the City to participate in an amicus brief in the Chang v. City of Milton Appeal Pending Before the Georgia Supreme Court.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

The City Attorney's Office has requested the City's permission to file an amicus brief (friend of the court legal brief) on the City's behalf in the pending matter before the Georgia Supreme Court referred to as Chang v. City of Milton.

The case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel.

If adopted, this resolution would allow to the City Attorney's Office to file an amicus brief, which may include the City's name as a participating party.

ALTERNATIVES:

Do not adopt the resolution.

ATTACHMENTS:

- 2025-07-14 Resolution RE Chang Amicus Brief



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA (the "CITY") AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL PENDING BEFORE THE GEORGIA SUPREME COURT

WHEREAS, the Chang v. Milton litigation involves a claim of liability against the City of Milton, Georgia, for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, on September 16, 2024, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 373 Ga. App. 667 (2024) (Court of Appeals ruling);

WHEREAS, on June 24, 2025, the Supreme Court of Georgia granted certiorari, Supreme Court docket number S25G0476;

WHEREAS, the Georgia Supreme Court identified three issues upon which it wanted the Parties to focus in their appellate briefing:

1. Is the design and placement of objects on a shoulder of a roadway part of the ministerial duty of a municipality to keep its "streets and sidewalks in a reasonably safe condition" or is it a governmental function? Compare Mayor, Etc., of Dalton v. Wilson, 118 Ga. 100 (44 SE 830) (1903) with Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (165 SE2d 141) (1968). See generally OCGA § 36-33-1.
2. Is the placement of a planter on the shoulder of a roadway a "defect[]" in the public roads of [the municipality's] municipal street system"? See OCGA § 32-4-93 (a).
3. For municipal immunity to be waived under the circumstances of this case, must the plaintiff show that the municipality violated its ministerial duty to keep its "streets and sidewalks in a reasonably safe condition" and that the planter on the shoulder of the roadway is a "defect[]" in the public roads of [the municipality's] municipal

street system"? Please address the interplay between OCGA § 36-33-1 and OCGA § 32-4-93 (a).

WHEREAS, the CITY believes that answers to the above legal questions are of significant value to its citizens and residents;

WHEREAS, the CITY believes that Supreme Court guidance on such questions may lead to the Court of Appeals ruling being overturned

WHEREAS, the CITY believes the Court of Appeals ruling is inconsistent with existing legal precedent; and,

WHEREAS, the CITY believes that it is in the best interests of the health, welfare, and safety of its citizens that the Court of Appeals ruling be reversed and that the questions presented by the Supreme Court be answered in a way that benefits Georgia's cities.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Court of Appeals ruling be reversed and that the Supreme Court's three proffered questions be answered in a way that is legally advantageous to Georgia's cities. An amicus brief so tendered may include the City's name as a participating party.

SO RESOLVED this 14th day of July, 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein City Attorney

*At the time this resolution was adopted, Post 2 of the City Council was vacant.



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 23, 2025

AGENDA ITEM:

First Amendment to Intergovernmental Agreement: Mayfield Road Demolition

Consideration of approval of a First Amendment to Intergovernmental Agreement by and between the City of Milton and the City of Alpharetta Regarding a Demolition Project on Mayfield Road and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a First Amendment to Intergovernmental Agreement by and between the City of Milton and the City of Alpharetta Regarding a Demolition Project on Mayfield Road and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$119,109 AND SHARED EQUALLY BETWEEN THE CITY OF ALPHARETTA (\$59,554.50) AND THE CITY OF MILTON (\$59,554.50).

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Mayfield Park Demo (Milton 50% Share) 30161150-541500-C2426	\$59,554.50
Mayfield Park Demo (Alpharetta 50% Share) 30161150-541500-C2426	\$59,554.50

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Mayfield Park Demo (Milton 50% Contribution) 30161150-337052-C2426	\$59,554.50
-	\$0

ITEM DESCRIPTION:

The City of Milton and the City of Alpharetta entered into an Intergovernmental Agreement (IGA) on March 3, 2025 for the demolition of structures on property co-owned by the cities and located at 1470, 1480, and 1490 Mayfield Road.

The IGA described that the parties would equally split the cost of the demolition services, and that Alpharetta would pay the contractor directly and then invoice Milton for its portion. The original cost of demolition services was \$110,109.00. However, additional services (asbestos abatement and pumping and closing septic tanks) increased the total costs to \$119,109.00 (an increase of \$9,000).

As such, an amendment to the original March 3, 2025 IGA is necessary to increase the total cost of the project.

ALTERNATIVES:

Do not approve the First Amendment to Intergovernmental Agreement.

ATTACHMENTS:

1. Mayfield Road Farm IGA - 1st Amendment

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF MILTON, GEORGIA AND THE CITY OF ALPHARETTA, GEORGIA
REGARDING A DEMOLITION PROJECT ON MAYFIELD ROAD**

This First Amendment (the “First Amendment”), is made and entered into this ____ day of _____, 2025 (the “Effective Date”), amending that certain Intergovernmental Agreement dated March 3, 2025 (the “Agreement”), by and between the Parties to said Agreement, to wit: the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (herein referred to as “Milton”), and the **CITY OF ALPHARETTA, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (herein referred to as “Alpharetta”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Alpharetta entered into a contract with Eagle Demolition & Environmental Inc., a Georgia corporation (herein referred to as “Eagle”) for demolition services on property co-owned by both Parties bearing the addresses 1470 Mayfield Road, Alpharetta, Georgia 30004, Tax Parcel No. 22-4480-1103-030-6, being approximately 5.39 acres (“1470 Mayfield”); 1480 Mayfield Road, Alpharetta, Georgia 30004, Tax Parcel No. 22-4480-1103-082-7, being approximately 2.03 acres (“1480 Mayfield”); and 1490 Mayfield Road, Alpharetta, Georgia 30004, Tax Parcel No. 22-4480-1103-081-9, being approximately 5.38 acres (1470 Mayfield, 1480 Mayfield, and 1490 Mayfield are hereinafter collectively referred to as the “Subject Property”);

WHEREAS, on March 3, 2025, Milton and Alpharetta entered into the Agreement to equally split the cost of demolition services on the Subject Property;

WHEREAS, the Parties agreed that Alpharetta will pay Eagle directly for demolition services and invoice Milton for its half of said services;

WHEREAS, pursuant to the Agreement, the total cost of demolition services was to be One Hundred Ten Thousand One Hundred Nine Dollars and Zero Cents (\$110,109.00) (“Original Demolition Cost”);

WHEREAS, additional services are now required for demolition of the Subject Property, consisting of asbestos abatement as well as the pumping and closing of septic tanks (“Additional Services”);

WHEREAS, the total cost of these Additional Services is Nine Thousand Dollars and Zero Cents (\$9,000.00) pursuant to the attached invoices provided by Eagle, attached herein and incorporated as “Exhibit A”;

WHEREAS, the updated total cost for the demolition services is now One Hundred Nineteen Thousand, One Hundred Nine Dollars and Zero Cents (\$119,109.00), pursuant to that Eagle Change Order incorporated herein and attached as “Exhibit B”;

WHEREAS, the Parties desire to amend the Agreement in order to increase the total cost of demolition services from One Hundred Ten Thousand One Hundred Nine Dollars and Zero Cents (\$110,109.00) to One Hundred Nineteen Thousand One Hundred Nine Dollars and Zero Cents (\$119,109.00);

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

1. The Parties agree to increase the total cost of demolition services by Nine Thousand Dollars and Zero Cents (\$9,000.00), for a total cost of One Hundred Nineteen Thousand One Hundred Nine Dollars and Zero Cents (\$119,109.00).
2. Except as modified herein, the original Agreement shall continue in full force and effect.
3. This Amendment may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
4. Each of the individuals executing this Amendment on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

WHEREFORE, the Parties have caused this First Amendment to be executed in their respective names and caused their respective seals to be affixed effective as of the date first stated above.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

[CITY SEAL]

Attest:

By: _____
Lauren Shapiro, City Clerk

Approved as to substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

By: _____
City Attorney

(signatures to continue on following page)

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

[CITY SEAL]

Attest:

By: _____
Tammy Lowit, City Clerk

EXHIBIT A



Eagle Demolition & Environmental Inc
103 Folds Drive
Carrollton, GA 30117
7708360673
bids@eagledemoenviro.com
www.eagledemoenviro.com

INVOICE

BILL TO

City of Alpharetta
2 Park Plaza
2nd Floor
Alpharetta, GA 30009

INVOICE # 1256

DATE 05/19/2025

DUE DATE 06/18/2025

TERMS Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
05/19/2025	ASBESTOS ABATEMENT ASBESTOS ABATEMENT OF TRANSITE SIDING DISCOVERED BEHIND WOOD PANELED INTERIOR WALL (1480 MAYFIELD RD)	1	1,500.00	1,500.00

SUBTOTAL	1,500.00
TAX	0.00
TOTAL	1,500.00
BALANCE DUE	\$1,500.00

Pay invoice



Eagle Demolition & Environmental Inc
103 Folds Drive
Carrollton, GA 30117
7708360673
bids@eagledemoenviro.com
www.eagledemoenviro.com

Estimate

ADDRESS

City of Alpharetta
2 Park Plaza
2nd Floor
Alpharetta, GA 30009

ESTIMATE # 1118

DATE 04/30/2025

P.O. NUMBER

Change Order

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/30/2025	SEPTIC/SEWER PUMP/PLUG PUMP/CLOSE OUT UP TO 1,500 GALLON SEPTIC TANK FOLLOWING STATE PROTOCOLS/PROCEDURES - 1470 Mayfield Rd.	1	2,500.00	2,500.00
04/30/2025	SEPTIC/SEWER PUMP/PLUG PUMP/CLOSE OUT UP TO 1,500 GALLON SEPTIC TANK FOLLOWING STATE PROTOCOLS/PROCEDURES- 1480 Mayfield Rd.	1	2,500.00	2,500.00
04/30/2025	SEPTIC/SEWER PUMP/PLUG PUMP/CLOSE OUT UP TO 1,500 GALLON SEPTIC TANK FOLLOWING STATE PROTOCOLS/PROCEDURES - 1490 Mayfield Rd.	1	2,500.00	2,500.00

SUBTOTAL	7,500.00
TAX	0.00
TOTAL	\$7,500.00

Accepted By

Accepted Date

EXHIBIT B

**Bill To**

RECREATION ADMINISTRATION
2 PARK PLAZA
ALPHARETTA, GA 30009

Purchase Order

Fiscal Year 2025

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **25000704 - 02**

Unless otherwise specified herein, prices are F.O.B.
destination (inside delivery as applicable), with freight
prepaid and included.

Vendor

EAGLE DEMOLITION & ENVIRONMENTAL
103 FOLDS DR
CARROLLTON, GA 30117

Ship To

RECREATION EQUESTRIAN CENTER
11915 WILLS RD
ALPHARETTA, GA 30009
Email: RFLYNN@ALPHARETTA.GA.US

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
				250792	MAYFIELD ROAD PROPERTY...
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
04/08/2025	4914	06/30/2025			RECREATION AND PARKS
NOTES					

DEMOLITION SERVICES

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	DEMOLITION OF THE MAYFIELD ROAD PROPERTY PER INVITATION TO BID 25-007 AND APPROVED BY CITY COUNCIL ON MARCH 3, 2025.	1.0		\$110,109.00	\$110,109.00
2	CO # 1: PUMPING AND CLOSING SEPTIC TANKS AT (3) HOUSES AT \$2500 EACH ON THE MAYFIELD PARK PROPERTY	1.0		\$7,500.00	\$7,500.00
3	ADDED: CO # 2: ADDITIONAL ASBESTOS ABATEMENT & DISPOSAL AT 1480 MAYFIELD RD	1.0		\$1,500.00	\$1,500.00

Total Ext. Price	\$119,109.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$119,109.00

Chonae J. Harris

Director of Finance

Vendor Copy

CITY OF ALPHARETTA, GA

- IMPORTANT INFORMATION FOR VENDORS -

1. Purchase order # shall appear on all invoices, shipping notices, and packages.
2. Name and address of the ordering department shall appear on all invoices and shipping notices.
3. Include detailed packing list with each shipment.
4. Send separate invoice for each shipment.
5. No cash-on-delivery (C.O.D.) shipments accepted.

- TERMS AND CONDITIONS -

1. DEFINITIONS: The term "Purchaser" means City of Alpharetta and the term "Seller" means the person, firm or corporation from whom the merchandise has been ordered.
2. GENERAL INFORMATION: The Seller, without the written consent of the Procurement Officer (or his/her designee), shall not make any changes, alterations, or variations in the terms of the purchase order ("order"). No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser. Seller may not assign this order without Purchaser's prior written consent.
3. TIME IS OF THE ESSENCE: If it appears Seller will not meet required delivery schedule, Seller must promptly notify Purchaser in writing and, if requested by Purchaser, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Seller.
4. ERRORS: In case of error in calculating or typing, the quoted unit price will be used as basis for correction.
5. FREIGHT: Unless otherwise specified herein, prices are F.O.B. destination (inside delivery as applicable), with freight prepaid and included.
6. INSPECTIONS: All merchandise is subject to the Purchaser's inspection within a reasonable time after arrival at the ultimate destination. If the merchandise fails to comply with the specifications imposed by Purchaser or is otherwise of an unsatisfactory condition, the Purchaser may return said merchandise to Seller at Seller's expense. Payment for material on this order shall not constitute acceptance.
7. DISCOUNT PERIOD: It shall be understood that the cash discount period to purchaser will date from receipt by Purchaser of acceptable goods and invoice and not from date of invoice.
8. SUBSTITUTIONS: No substitutions or changes in this order (includes unit prices) will be accepted unless approved in writing by the Procurement Officer (or his/her designee).
9. EXCISE AND SALES TAXES: The prices herein should not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the vendor when submitting claim for payment. (Sales Tax Exemption 301-682441/ Federal Tax Identification 58-6011454).
10. WARRANTIES: Seller warrants that all materials, equipment and services provided under this order are subject to all warranties arising by operation of law and additionally conform to the specifications imposed by Purchaser; all parts and materials are of a good marketable quality, of latest model and current date, exclude surplus remanufactured and used products unless so specified by Purchaser and are fit for the known purpose for which they are sold.
11. PATENTS, TRADEMARKS AND COPYRIGHTS: The Seller warrants that the equipment and/or materials furnished on this order do not infringe any patent, registered trademark or copyright, and agrees to hold City of Alpharetta as Purchaser, harmless, in the event of any infringement or claim thereof.
12. TITLE: Seller warrants that the merchandise is free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.
13. COMPLIANCE WITH LAWS AND REGULATIONS: The Seller by acceptance of this order warrants full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Purchaser against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.
14. INDEMNIFICATION: All services to be rendered or performed under this agreement will be rendered or performed entirely at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Purchaser and all its officers, agents, employees or otherwise from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property -- including reasonable attorneys' fees -- or judgments against them which result from, arise out of, or are in any way connected with the services to be rendered or performed by the Seller under the terms of this order.
15. CANCELLATION: Purchaser reserves the right to cancel this order, or any part thereof, at any time, without penalty, and shall be the sole judge of its decision to cancel this order. Such cancellation may be based upon the failure of Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason.
16. COMPLIANCE: Purchaser may at any time insist upon strict compliance with these terms and conditions, not withstanding any previous custom, practice, or course of dealing to the contrary.
17. MSDS: Material Safety Data Sheet to be included with shipment of any material requiring this documentation per OSHA regulations.
18. SECURITY AND IMMIGRATION COMPLIANCE: Seller shall comply with O.C.G.A. § 13-10-90 *et seq.* at all times.
19. If the above conditions are not acceptable, please advise the Purchaser on receipt of the order and prior to making delivery.
20. Sellers that have not received payment in accordance with the terms and conditions of this order should contact Purchaser in writing at City of Alpharetta Finance Department, 2 Park Plaza, Alpharetta GA, 30009. Notice shall include purchase order #, City department receiving delivery, and copy of the invoice.



STAFF REPORT

Department: Community Development

Submitted By: Kathi Cook

Meeting Date: July 23, 2025

AGENDA ITEM:

Memorandum of Agreement: North Fulton Comprehensive Transportation Plan (NFCTP)

Consideration of approval of the Memorandum of Agreement between the five (5) North Fulton Cities (Sandy Springs, Roswell, Alpharetta, Milton and Johns Creek) for an update of the NFCTP and with authorization for the Mayor to sign all necessary documents.

STAFF RECOMMENDATION:

Approve a Memorandum of Agreement between the five (5) North Fulton Cities (Sandy Springs, Roswell, Alpharetta, Milton and Johns Creek) for an update of the NFCTP and authorize the Mayor to sign all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
NFCTP 30174150-521200 C2527	\$60,000

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00

ITEM DESCRIPTION:

As part of the Atlanta Regional Commission (ARC) Transportation Improvement Plan (TIP), funding is programmed for a County Comprehensive Transportation Plan (CTP) Assistance Program. This assistance program allows local governments to take the Transportation Elements of their Comprehensive Plans or a Transportation Master Plan, if applicable, and augment them to have a comprehensive evaluation and selection of projects within the Cities and the County. The program funded the original North Fulton Comprehensive Transportation Plan (NFCTP) in 2010 and the subsequent update to the plan in 2018. ARC typically programs funding to update these Countywide CTPs every five (5) years.

As part of their FY2025 budget, ARC has identified funding for an update to the NFCTP in 2025. Typically, a CTP is managed at a county level with input from municipalities. Since there is no unincorporated area in North Fulton, the five (5) Cities have requested that ARC oversee the CTP process along with a Project Management Team (PMT) which will consist of one (1) city staff member from each of the five (5) cities. The Memorandum of Agreement (MOA) between the five (5) cities will establish management and a decision-making process for the CTP.

ARC will be the project manager for the plan. They will be responsible for entering into a Project Framework Agreement with Georgia Department of Transportation (GDOT) for the federal funding for this project. ARC will be the recipient of any federal funding for this project and will award and manage any contract and/or subcontract necessary to perform the required planning associated with this project. All invoices will be handled by ARC.

The City of Johns Creek has been listed as the administrative City in the MOA similar to the 2018 effort. The primary role of the administrative City is to collect the local match for payment to ARC. The administrative City will not contribute any more time or effort than any other City. As the administrative City, the City of Johns Creek will be responsible for collecting the local match from the four (4) other Cities by submitting one (1) check to ARC for the total \$247,500 local match requirement. The estimated cost of the updated NFCTP is \$1,237,500. This includes \$990,000 of federal funds and \$247,500 of total required local match by the five (5) Cities. The local match percentage is based on 2023 ARC population estimates. The City of Alpharetta would need to contribute \$42,880, which represents 17% of the local match (see below summary table).

City	Population 2023	Percent	Local Match
Sandy Springs	105,793	27.33%	\$67,650.27
Roswell	91,706	23.69%	\$58,642.22
Johns Creek	81,108	20.96%	\$51,865.23
Alpharett a	67,056	17.33%	\$42,879.55
Milton	41,383	10.69%	\$26,462.73
TOTAL	387,046	100.00%	\$247,500.00

After authorization by Councils at all five (5) Cities, the MOA will be executed to begin the procurement process for a consultant to start working on the plan. The CTP plan update process is expected to take 12-18 months for completion between procurement of a consultant, assessment of existing and future transportation elements, community engagement and plan adoption by cities.

ALTERNATIVES:

Deny approval of the MOA between the five (5) North Fulton Cities (Sandy Springs, Roswell, Alpharetta, Milton and Johns Creek) for an update of the NFCTP.

ATTACHMENTS:

1. MOA for the NFCTP
2. Adopted Fiscal Year 2025 Mid Year Budget Amendment

***Memorandum of Agreement
for
The Development of a North Fulton Comprehensive Transportation Plan
Among
the Cities of Alpharetta, Johns Creek, Milton, Roswell, and Sandy Springs***

WITNESSETH:

WHEREAS, the Atlanta Regional Commission (ARC) is the Metropolitan Area Planning and Development Commission for the ten (10) county Atlanta Region as defined by O.C.G.A § 50-8-82; and

WHEREAS, in accordance with O.C.G.A. § 50-93 (e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, each of the cities of North Fulton County (Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs, hereinafter referred to as “the Cities”) has requested that ARC manage the planning and development of a Comprehensive Transportation Plan (CTP) for North Fulton County and ARC agrees to accept responsibility for management of the project.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Agreement (MOA) is intended to provide a framework for continuing, cooperative, and comprehensive planning and development of the North Fulton Comprehensive Transportation Plan (NFCTP). The development of the NFCTP will be managed by the ARC at the request of the Cities.

The NFCTP will be a program of goals, objectives, and strategies aimed at evaluating, coordinating and making necessary recommendations for the regional transportation system and land use assumptions for the Cities and the City of Mountain Park. This process is intended to ensure that the area of North Fulton is coordinated in an effort to produce a Plan that will meet the future projected demands related to land use and the regional transportation system. This project will also involve the development of performance measures, the collection and analysis of data as well as stakeholder input in various forms. The end result of this process will be a comprehensive program of policies and projects that will include estimated costs and timeframes for project implementation and any recommendations for needed coordination beyond local jurisdictional boundaries.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. ARC

Since ARC is not a party to this agreement, this section is for informational purposes only and provides a common understanding of ARC's role by the five cities.

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Manage and conduct all planning activities associated with the project.
3. Be the recipient of any federal and local funding for all planning activities associated with the project. (Estimate \$990,000 federal and \$247,500 local for a total of \$1,237,500.)
4. Award and manage any sub-contracts necessary to perform required planning associated with the project.
5. Manage the project in accordance with all applicable state and federal laws and regulations.
6. Provide periodic financial status reports to the Cities showing the obligation and expenditure of funds.

The ARC has designated a Project Manager for the NFCTP. For the sake of continuity, it is highly desirable to maintain the same Project Manager throughout the project.

B. Cities

The Cities shall be responsible for the following:

1. Assist ARC in the development of a scope of work for the project.
2. Provide funding for the project in accordance with each city's commitment, shown under the "local match" column in the table on Attachment A: City Financial Commitments.
3. The Cities will have their funds, authorized by the local government, available to pay their share of the local match to the Administrative City (defined below) by October 30, 2025. The Administrative City will pay the local match to ARC after Federal funds are encumbered, after ARC secures a GDOT funding agreement for Federal funds, and in advance of ARC's incurring costs. There will be no refund of the local match after funds are transmitted to ARC. Any funds paid in advance, for which ARC does not actually incur the estimated costs, will be refunded to the Cities once the project is complete, proportional to each city's share shown in Attachment A.
4. Appoint representatives to serve on the Project Management Team (PMT) and Community Council, both of which are defined below.
5. Mayors, or an appointed representative by each designated Mayor, serve on the Policy Committee, defined below.
6. Provide other assistance as mutually agreed upon.
7. Acknowledging that the NFCTP has a regional focus, the Cities pledge to work together toward mutually beneficial arrangements balancing mobility, land use, and quality of life issues.
8. Review project documents and approve the project final document according to the procedures laid out in Section 3.

C. Administrative City

The Administrative City will be the main administrative point of contact with ARC and will collect the local match from the other Cities and transmit it to ARC. The designated Administrative City is the City of Johns Creek.

1. The Administrative City will collect the local match from the other cities and transmit it to ARC.
2. The Administrative City will assist ARC with the project by encouraging input from the other cities and facilitating development of the Scope of Work with the PMT.
3. The Administrative City will share information it receives with the other cities.

For the sake of continuity, it is highly desirable for the Administrative City to maintain the same point of contact throughout the project.

D. City of Mountain Park

The City of Mountain Park is not a party to this agreement, so this section is for informational purposes only, yet this is an agreement of the Cities' understanding of its role within this planning framework. The City of Mountain Park will participate as part of the Community Council.

SECTION 3: POLICY DEVELOPMENT AND COORDINATION

A. Committees and Councils

The project shall be conducted using four key groups to facilitate feedback, decisions and communication: a Community Council, a Policy Committee, a Project Management Team and a Technical Advisory Committee.

- The Project Management Team will deal with contractual concerns, day-to-day project management, and overall direction for the planning process.
- The Community Council will represent the public's interests throughout the CTP process.
- The Technical Advisory Committee shall consist of transportation and other planning professionals such as, GDOT Planning staff, Community Improvement Districts, transit operators, local engineering and planning departments, and/or economic development entities, as well as others identified in the planning process.
- The Policy Committee will represent elected leadership and provide policy direction.

A Project Management Plan will be developed to outline specific meetings and a project schedule.

B. Scope of Work

Specific details on the Project Management Plan, Project Management Team, Community Council, Technical Advisory Committee, and Policy Committee are included in a separate Scope of Work Document.

3.1 Community Council (CC)

The involvement of a diverse representation of the community is essential to the successful development of this project. The Community Council will represent the public's interests throughout the CTP process. The exact composition of the Community Council (CC) will be determined during the planning process as proposed in the public participation plan, as defined in the scope of services. The structure will be approved by the PMT. The CC shall include geographic representation for each of the Cities.

If the CC, after much discussion, reaches an impasse, they will refer difficult issues to the Policy Committee for resolution. The intent is to reach consensus on the plan, and the CC, as a microcosm of the public, is the primary body for discussing and debating the elements of the plan and for reaching a consensus that is representative of the public.

Decisions of the CC shall be made by majority vote. The CC will vote on the project recommendations and will help to shape the project recommendations, but the CC will not vote on the Draft Plan, defined below.

3.2 Policy Committee (PC)

The Policy Committee (PC) shall consist of the five Mayors of the Cities, or their representatives. The PC may meet quarterly and shall provide policy direction to the PMT, interpret any areas requiring policy clarification, and provide approval of the Draft Plan, in accordance with the requirements of this section. The decision-making process shall be decided by the PC.

3.3 Project Management Team (PMT)

The PMT shall consist of one city staff member from each of the five cities, appointed by the Mayor of each of the five cities, plus the ARC Project Manager. The ARC Project Manager shall be a non-voting member of the PMT. The five-member PMT shall:

- Provide project management input and guidance for the consultant and the ARC Project Manager.
- Refer difficult policy matters to the Policy Committee (PC), as provided by the CC, along with any PMT positions or recommendations

Decisions of the PMT shall be made by majority vote (3 out of 5 members).

3.4 Approval of Draft Plan

The draft document as designated by the PMT shall be sent to the PC and requires three out of five Mayoral votes for approval by the PC.

3.5 Approval of Final Plan

The PC shall submit the approved draft plans to the five City Councils. A minimum of three resolutions of the five cities accepting the draft report (that has been approved by the PC) shall constitute final approval of the plan for ARC approval purposes.

SECTION 4: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

ARC and the Cities shall comply with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of either party under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 5: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS

This MOA shall become effective upon execution by all five Cities and remain in effect until the completion of the project or termination by the parties as provided below.

Any City may terminate this MOA upon sixty (60) days' written notice to the others, provided that the City requesting termination has provided notice and sufficient opportunity for remedy.

Any City may request changes to this MOA at any time by written notice to the other Cities signatory of this MOA. Such changes as are mutually agreed upon by and between the Cities shall be incorporated in written amendments to this MOA executed by all five cities. This MOA may only be modified by an instrument in writing executed by the Cities. The Cities agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications.

SECTION 6: NOTIFICATION

Any official notifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement.

SECTION 7: AUTHORITY

Each individual executing this MOA on behalf of any entity which is a party to this MOA represents and warrants that he or she is duly authorized to execute and deliver this MOA on behalf of said entity.

In witness whereof, the parties hereto have executed this Memorandum of Agreement, this _____ day of _____, 2025.

City of Alpharetta

Attest:

Mayor

City of Johns Creek

Attest:

Mayor

City of Milton

Attest:

Mayor

City of Roswell

Attest:

Mayor

City of Sandy Springs

Attest:

Mayor

Attachment A: City Financial Commitments

North Fulton Comprehensive Transportation Plan

Federal	\$990,000
Local	<u>\$247,500</u>
Total	\$1,237,500

City	Population 2023	Percent	Local Match
Sandy Springs city, Georgia	105,793	27.33%	\$67,650.27
Roswell city, Georgia	91,706	23.69%	\$58,642.22
Johns Creek city, Georgia	81,108	20.96%	\$51,865.23
Alpharetta city, Georgia	67,056	17.33%	\$42,879.55
Milton city, Georgia	41,383	10.69%	\$26,462.73
Total	387,046	100.00%	\$247,500.00



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT A FISCAL 2025 BUDGET AMENDMENT FOR CERTAIN FUNDS OF THE CITY OF ALPHARETTA, GEORGIA APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF REVENUE ANTICIPATION, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE.

WHEREAS, the Director of Finance has presented a proposed fiscal year 2025 budget amendment to the City Council on certain funds of the City; and

WHEREAS, each of these proposed amendments will adjust expenditures and revenues originally appropriated in the fiscal year 2025 budget and subsequent amendments; and

WHEREAS, each of these mid-year amendments represent a balanced budget, so that anticipated revenues for each fund equal or exceed proposed expenditures.

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

- that this budget amendment, "Exhibit A" attached hereto and by this reference made a part hereof this ordinance shall be the City of Alpharetta's fiscal year 2025 budget amendment for these certain funds for the fiscal year 2025; and
- that this budget amendment be and is hereby approved and the revenue items shown in the budget for each fund in the amount anticipated are adopted and that the several amounts shown in the budget for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and
- that the expenditures shall not exceed the appropriations authorized by this mid-year budget or amendments thereto provided; and that expenditures shall not exceed actual funding available.

SO ORDAINED, this 24th day of February 2025.

CITY OF ALPHARETTA

By: _____

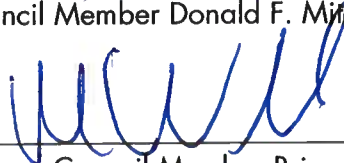
Jim Gilvin, Mayor

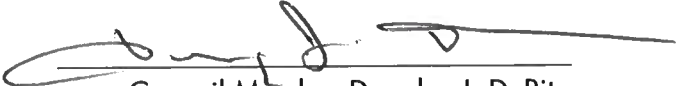
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COUNCIL MEMBERS

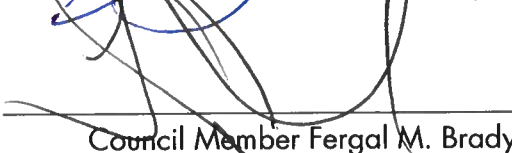

Mayor Pro Tem Dan Merkel


Council Member Donald F. Mitchell


Council Member Brian Will


Council Member Douglas J. DeRito


Council Member John Hipes


Council Member Fergal M. Brady



Attest:


Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:


Molly Esswein, City Attorney



City of Alpharetta, Georgia
Fiscal Year 2025
Budget Amendment Request

The purpose of the Fiscal Year (FY) 2025 Budget Amendment is to amend the base budget as adopted by City Council for targeted initiatives that have already occurred (e.g., during the first seven months of the fiscal year) or are planned to occur before fiscal year-end.

General Fund

This Fund is the principal operating fund of the city and includes governmental activities such as police, fire, recreation, transportation, and other general government functions that are primarily funded with property taxes, franchise fees, state shared revenues, and charges for services such as recreation program fees. State law requires that the city's budget be balanced: revenues = expenditures.

The budgetary legal level of control resides at the department level (e.g., City Administration, Recreation, Parks, and Cultural Services, etc.). A given department has the operational flexibility to reallocate appropriations within specific line-items to achieve its mission but cannot exceed its overall appropriation level as approved by City Council. Furthermore, the Adopted Budget approves the staffing level (i.e., authorized full-time equivalent staffing level) for each department. The FY 2025 Budget Amendment adjusts departmental budgets to fund/authorize the targeted initiatives discussed in detail over the following pages.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

GENERAL FUND			
LEGAL LEVEL OF CONTROL			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenues by Source:			
Property Taxes	\$ 37,437,000	\$ -	\$ 37,437,000
Local Option Sales Taxes	22,250,000	-	22,250,000
Other Taxes	18,185,300	-	18,185,300
Licenses and Permits	3,196,500	-	3,196,500
Intergovernmental Revenue	370,926	-	370,926
Charges for Services	1,503,100	-	1,503,100
Recreation/Special Event Fees	3,725,980	108,000	3,833,980
Fines and Forfeitures	2,605,000	-	2,605,000
Investment Earnings	1,100,000	-	1,100,000
Other/Miscellaneous	238,811	-	238,811
Other Financing Sources			
Transfer-in from Hotel/Motel Fund	3,468,750	-	3,468,750
Budgeted Fund Balance	9,447,780	-	9,447,780
Total Revenues	\$103,529,147	\$ 108,000	\$103,637,147
Expenditures by Department:			
Mayor and City Council	\$ 394,044	\$ -	\$ 394,044
City Administration	3,025,435	-	3,025,435
Finance	4,124,713	-	4,124,713
City Attorney	1,000,000	-	1,000,000
Information Technology	2,543,961	-	2,543,961
Human Resources	1,065,277	-	1,065,277
Municipal Court	1,362,008	-	1,362,008
Public Safety	43,735,476	13,105	43,748,581
Public Works	11,462,030	-	11,462,030
Recreation, Parks, and Cultural Services	14,587,491	108,000	14,695,491
Community Development	4,733,725	-	4,733,725
subtotal	\$ 88,034,160	\$ 121,105	\$ 88,155,265
General Government:			
Insurance Premiums	\$ 966,800	\$ -	\$ 966,800
Gwinnett Tech Bond (P&I)	286,978	-	286,978
Transfer to Capital Project Fund	11,843,416	-	11,843,416
Transfer to Stormwater Capital Fund	1,604,364	-	1,604,364
Contingency	713,629	66,695	780,324
Operating Initiatives (Reserve)	79,800	(79,800)	-
subtotal	\$ 15,494,987	\$ (13,105)	\$ 15,481,882
Total Expenditures	\$103,529,147	\$ 108,000	\$103,637,147

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

The following section provides, by department, the associated detail/justification for each targeted initiative requested through the FY 2025 Budget Amendment.

Public Safety

Initiative: **Administrative Assistant II Position (1 FTE; reclassification from two existing part-time positions)**

Funding Request: \$13,105 (FY 2025); \$31,000 annualized (FY 2026 and beyond)

This request involves reclassifying the existing 0.5 FTE Police Officer part-time position and 0.5 FTE Records Clerk position into one full-time (1.0 FTE) Administrative Assistant II position to, amongst other tasks, help with Public Safety Training needs. Primary difference in costs consists of benefits offered to full-time positions (e.g., medical, dental, vision insurance).

Recreation, Parks, and Cultural Services

Initiative: **Wills Park Pool Maintenance (est. impact of new contract costs; fees have been adjusted accordingly)**

Funding Request: \$33,000 (\$33,000 additional revenue; \$33,000 additional expenses)

This request is for additional maintenance funding (cleaning, chemicals, etc.) for the Wills Park Pool. Specifically, an RFP for maintenance of the Pool was awarded after adoption of the FY 2025 Budget. Much like many labor-intensive and chemical-intensive contracts, inflationary pressures have resulted in increased costs. This request is to increase the existing funding (\$48,000) to cover the current cost trends for fiscal year 2025 (\$81,000). Fees will be adjusted moving forward to recover the additional costs. The preliminary budget for Fiscal Year 2026 has been adjusted accordingly.

Initiative: **Wills Park Equestrian Center Stall Cleaning (est. impact of new contract costs; fees have been adjusted accordingly)**

Funding Request: \$75,000 (\$75,000 additional revenue; \$75,000 additional expenses)

This request is for additional maintenance funding (stall cleaning including removal of shavings/manure) for the Wills Park Equestrian Center. Specifically, an RFP for maintenance of the Wills Park Equestrian Center stalls was awarded after adoption of the FY 2025 Budget. Much like many labor-intensive contracts, inflationary pressures have resulted in increased costs. This request is to increase the existing funding (\$200,000) to cover the current cost trends for fiscal year 2025 (\$275,000). Fees will be adjusted moving forward to recover the additional costs. The preliminary budget for Fiscal Year 2026 has been adjusted accordingly.

General Government

Initiative: **Contingency and Operating Initiatives Reserve**

Funding Request: (\$13,105) (net)

This request removes the reserve for Operating Initiatives that was included in the FY 2025 Budget (\$79,800) and reallocates \$66,695 to Contingency. The difference of \$13,105 is being reallocated to the Public Safety Department budget to cover the additional costs related to the Administrative Assistant II Position reclassification detailed above.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Capital Project Fund

This Fund accounts for the acquisition and construction of major items such as buildings, infrastructure, parks, streets, and other major capital facilities. The budgetary legal level of control resides at the project level.

CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Expenditures by Project:			
Community Development			
North Fulton Comprehensive Transportation Plan (Alpharetta share)	\$ -	\$ 60,000	\$ 60,000
Recreation, Parks, and Cultural Services			
Parks Repairs/Improvements	197,117	30,000	227,117
Public Works			
Striping and Signage (add'l funding)	252,829	60,000	312,829
Traffic Signal System Maintenance (reallocation)	123,832	(30,000)	93,832
Traffic Control Equipment (reallocation)	145,477	(30,000)	115,477
General Government			
Non-Allocated	2,547,316	(90,000)	2,457,316
Net Budget Adjustments	\$ 3,266,571	\$ -	\$ 3,266,571

Community Development

Initiative: North Fulton Comprehensive Transportation Plan (Alpharetta share)

Funding Request: \$60,000

The Atlanta Regional Commission is pursuing an update to the 2018 North Fulton Comprehensive Transportation Plan (NFCTP) that will start in 2025, in collaboration with the collective North Fulton cities (Alpharetta, Johns Creek, Mountain Park, Milton, Roswell, and Sandy Springs). Total funds requested is City of Alpharetta's fair share allocation.

Executing the NFCTP will provide an opportunity to inform the regional transportation planning process on establishing a vision for North Fulton's transportation future that addresses economic prosperity and quality of life improvements through a variety of transportation solutions oriented around roadway, bicycle, pedestrian, and transit projects.

Recreation, Parks, and Cultural Services

Initiative: Parks Repairs/Improvements

Funding Request: \$30,000

This request is for an increase of \$30,000 to offset expenses for lights/fixtures that were installed on the Baseball, Lower Soccer Field, and Tennis Courts at Webb Bridge Park. Specifically, the original lighting fixtures, which became inoperable, were installed in 1999 and are no longer manufactured. These fixtures are being retro fitted with NuGen LED fixtures/lamps. These

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

replacements were made to ensure safe and effective playing fields for our customers. Where possible, future replacements are being put on hold pending the City's facility assessment and maintenance plan currently being conducted by McKinstry.

Public Works

Initiative: **Striping of City Roads (additional funding through a reallocation of existing appropriations)**

Funding Request: \$0 (net)

This request is for additional funding for striping of City roads. Specifically, white lines at various sections on Windward Parkway from Windward Plaza to McGinnis Ferry Road along with several crosswalks and stop bars. Funding for this request is being reallocated from several existing traffic accounts (Traffic Signal System Maintenance and Traffic Control Equipment).

General Government

Initiative: **Decrease in Non-Allocated**

Funding Request: \$90,000

The net funding request from the Non-Allocated account totals \$90,000 leaving an estimated balance of \$2.5 million available for future appropriation by the City Council.

TSPLOST-I Capital Project Fund

This fund accounts for the collection of T-SPLOST 1 (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax was imposed for the period of April 1, 2017, through March 31, 2022. The budgetary legal level of control resides at the project level.

TSPLOST-I CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Investment Earnings	\$ 500,000	\$ 350,000	\$ 850,000
Net Budget Adjustments	\$ 500,000	\$ 350,000	\$ 850,000
Expenditures by Project:			
Non-Allocated	\$ 154,763	\$ 350,000	\$ 504,763
Net Budget Adjustments	\$ 154,763	\$ 350,000	\$ 504,763

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$350,000

The increase in Non-Allocated is funded through the appropriation of anticipated investment earnings on the City's cash balances. Non-Allocated account balances are available for future appropriation by the City Council. As discussed at the 2025 City Council Retreat, potential future uses of the non-allocated balance include completion of the Webb Bridge Road Corridor project, inclusive of the Morris Road to North Point Parkway section.

TSPLOST-II Capital Project Fund

This fund accounts for the collection of T-SPLOST (Transportation Special Purpose Local Option Sales Taxes) revenue and the expenditure on eligible transportation improvements and congestion mitigation initiatives. Fund appropriations are perpetual with only new appropriations recognized in the annual budget. This tax is imposed for the period of April 1, 2022, through March 31, 2027. The budgetary legal level of control resides at the project level.

TSPLOST-II CAPITAL PROJECT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
TSPLOST-II Tax Revenue (85% to 90% of GSU forecast)	\$ 18,883,508	\$ 3,061,913	\$ 21,945,421
Investment Earnings	300,000	150,000	450,000
Net Budget Adjustments	\$ 19,183,508	\$ 3,211,913	\$ 22,395,421
Expenditures by Project:			
Public Works			
Tradewinds Ripple Effect Improvements	\$ 3,062,985	\$ (1,500,000)	\$ 1,562,985
Webb Bridge Rd Improvements (PH 4; NPP-Greenway)/Morris-AHS	7,435,301	500,000	7,935,301
North Point Parkway Improvements	7,486,201	(7,046,559)	439,642
North Point Parkway Improvements (STBG Construction Grant Match)	1,250,000	(1,250,000)	-
North Point Parkway Improvements (TIP Construction Grant Match)	1,000,000	(1,000,000)	-
AlphaLink Design/Construction (\$10M total allocation including Impact Fees & TSPLOST-2)	-	7,937,063	7,937,063
Non-Allocated	1,918,622	5,571,409	7,490,031
Net Budget Adjustments	\$ 22,153,109	\$ 3,211,913	\$ 25,365,022

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Public Works

Initiative: Tradewinds Ripple Effect Improvements

Funding Reallocation: -\$1,500,000

Tradewinds Ripple Effect Improvements was originally funded at \$6.5 million. Approximately \$3 million of this total is being funded towards the Dryden Road extension. Of the remaining funding, an additional \$2 million is reserved to cover traffic improvements associated with the Tradewinds interchange. The remaining \$1.5 million is being reallocated to other allowable TSPLOST-II projects and Non-Allocated (for future appropriation by the City Council).

Initiative: Webb Bridge Road Improvements (PH 4)

Funding Request: \$500,000 (additional)

Webb Bridge Road improvements within TSPLOST-II was originally funded at \$13 million. Design changes, including widening the sidewalks along Morris Road to North Point Parkway, result in an additional forecasted funding need of \$500,000.

Initiative: North Point Parkway Improvements

Funding Reallocation: -\$9,296,559 (multiple accounts: \$7,046,559, \$1,250,000, and \$1,000,000)

The City is revisiting the lane reduction design that was a basis for the North Point Parkway Improvements project given development potential along the corridor coupled with escalating cost requirements in excess of identified appropriations. Funding is being reallocated to (1) the AlphaLink project (see below) which is anticipated to have a major beneficial impact on redevelopment along the North Point corridor, and (2) Non-Allocated (for future appropriation by the City Council). Please note: the referenced grants in the table above have not been accepted, and no grant funds were spent, leaving the matching funds available for reallocation as proposed herein.

Initiative: AlphaLink (design/construction)

Funding Request: \$7,937,063 (\$10M total when combined with the Impact Fee Fund)

The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. The AlphaLink is open 24/7, illuminated, and allows for multiple modes of transportation including pedestrian, bicycle, scooter, e-bike, etc.

The City was awarded funding from the Atlanta Regional Commission (ARC) to assist with Phase-1 of the project which includes concept plan development, survey, and environmental studies only. This phase is complete. Phase 2 involves the design and construction of the improvements as well as project management services. Costs for this phase are estimated at \$10 million. Funding is proposed through TSPLOST-II (\$7.9 million) and Transportation Impact Fees (\$2.1 million).

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$5,571,409

Funding Source: \$3,061,913 (TSPLOST-II Tax Revenue; 85% to 90% of GSU Forecast)
\$150,000 (additional investment earnings)
\$2,359,496 (project funding reallocations)

The increase in Non-Allocated is funded through additional TSPLOST revenues (based on current trends), anticipated investment earnings on the City's cash balances, and the net reallocation of project balances discussed above.

TSPLOST-II Fund appropriations currently reflect tax revenues at 85% of the original forecasted revenue collections over the life of the 5-year tax (or \$52 million, as provided by Georgia State University). For comparison purposes, TSPLOST-I collections trended at over 90% of forecasted revenue collections. Life-to-date collections for TSPLOST-II have trended at 110% of the original forecasted revenue estimates. Staff recommends increasing the tax revenue forecast within the TSPLOST-II Fund to 90% of the GSU forecast which results in an additional \$3.1 million. This tax revenue will likely be increased in the future if current collection trends continue. Non-Allocated account balances are available for future appropriation by the City Council.

Impact Fee Fund

This fund accounts for fees assessed upon development activity. These fees are collected to pay for system improvements (recreation/parks, streets, and public safety) as detailed within the city's impact fee ordinance. The budgetary legal level of control resides at the project level.

IMPACT FEE FUND				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
	Fiscal Year 2025			
	Current Budget	Budget Amendment	Revised Budget	
Revenue by Source:				
Impact Fees (Parks)	\$ -	\$ 110,000	\$	110,000
Impact Fees (Roads)	-	100,000		100,000
Impact Fees (Public Safety)	-	18,000		18,000
Net Budget Adjustments	\$ -	\$ 228,000	\$	228,000
Expenditures by Project:				
North Point Parkway (STBG ROW Grant Match)	\$ 1,250,000	\$ (1,250,000)	\$	-
AlphaLink Design/Construction (\$10M total allocation including Impact Fees & TSPLOST-2)	-	2,062,937		-
Non-Allocated (Parks)	919,038	110,000		1,029,038
Non-Allocated (Roads)	712,937	(712,937)		-
Non-Allocated (Public Safety)	50,526	18,000		68,526
Net Budget Adjustments	\$ 2,932,501	\$ 228,000	\$	1,097,564

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Public Works

Initiative: North Point Parkway Improvements

Funding Reallocation: -\$1,250,000

The City is revisiting the lane reduction design that was a basis for the North Point Parkway Improvements project given development potential along the corridor coupled with escalating cost requirements in excess of identified appropriations. Funding is being reallocated to (1) the AlphaLink project (see below) which is anticipated to have a major beneficial impact on redevelopment along the North Point corridor, and (2) Non-Allocated (for future appropriation by the City Council). Please note: the referenced grant in the table above has not been accepted, and no grant funds were spent, leaving the matching funds available for reallocation as proposed herein.

Initiative: AlphaLink (design/construction)

Funding Request: \$2,062,937 (\$10M total with the Impact Fee Fund)

The Alpha Link is a 12' wide lighted multi-use trail connection from Haynes Bridge Road to Encore Parkway, approximately 1.2 miles. More specifically, this segment connects the Big Creek Greenway (via Encore Parkway) to the Alpha Loop at Haynes Bridge Road. The AlphaLink is open 24/7, illuminated, and allows for multiple modes of transportation including pedestrian, bicycle, scooter, e-bike, etc.

The City was awarded funding from the Atlanta Regional Commission (ARC) to assist with Phase-1 of the project which includes concept plan development, survey, and environmental studies only. This phase is complete. Phase 2 involves the design and construction of the improvements as well as project management services. Costs for this phase are estimated at \$10 million. Funding is proposed through TSPLOST-II (\$7.9 million) and Transportation Impact Fees (\$2.1 million). Specifically, Impact Fee funding is coming through the reallocation of North Point Parkway Improvement appropriations (discussed above) coupled with available Impact Fee monies.

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$110,000 (Parks Non-Allocated)
\$18,000 (Public Safety Non-Allocated)

Funding Source: \$110,000 (Parks Impact Fees)
\$18,000 (Public Safety Impact fees)

The increase in Non-Allocated is funded through the appropriation of impact fees received for each system improvement category. Balances within the Non-Allocated account is available for future appropriation by the City Council.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

Assets Forfeiture Fund (DEA)

The DEA Fund accounts for revenues received from the enforcement of drug laws and the confiscation of property from drug offender's arrests that can be used by public safety to aid in drug enforcement activity. The budgetary legal level of control resides at the department level (Public Safety) for operations/minor capital and project level for targeted initiatives.

ASSETS FORFEITURE FUND (DEA)				
LEGAL LEVEL OF CONTROL (Impacted Line-Items)				
		Fiscal Year 2025		
		Current Budget	Budget Amendment	Revised Budget
Revenue by Source:				
Asset Forfeiture		\$ -	\$ 29,935	\$ 29,935
Net Budget Adjustments		\$ -	\$ 29,935	\$ 29,935
Expenditures by Project:				
Non-Allocated		\$ 265,126	\$ 29,935	\$ 295,061
Net Budget Adjustments		\$ 265,126	\$ 29,935	\$ 295,061

General Government

Initiative: Increase in Non-Allocated

Funding Request: \$29,935

The increase in Non-Allocated is funded through the appropriation of asset forfeiture collections. The balance within the Non-Allocated account is available for future funding in accordance with asset forfeiture guidelines.

EXHIBIT A
Fiscal Year 2025 Budget Amendment Requests

OPEB Health Benefit Fund

This Fund represents activity associated the other post-employment benefit plan (OPEB). Historically, eligible retirees were offered the same health and prescription drug coverage as active employees. However, recent updates to the Plan, previously approved by City Council, have removed this option for employees ending service with the City on or after July 1, 2023. Available resources above the actuarially determined retiree liability is being transferred to the OPEB Reimbursement Health Benefit Fund to augment this important post-retirement benefit for our employees.

OPEB HEALTH BENEFIT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Expenditures by Project:			
Non-Allocated/Reserve	\$ 667,382	\$ (216,579)	\$ 450,803
Transfer Out to the OPEB Reimbursement Health Benefit Fund	-	216,579	216,579
Net Budget Adjustments	\$ 667,382	\$ -	\$ 667,382

OPEB Reimbursement Health Benefit Fund

This Fund accounts for the post-employment healthcare benefit and is funded through City operations (increased from 2% to 2.5% of payroll in fiscal year 2024). Additionally, as detailed above, available resources above the actuarially determined OPEB Health Benefit Fund retiree liability is being transferred to the OPEB Reimbursement Health Benefit Fund to augment this important post-retirement benefit for our employees. Specifically, this request involves the transfer of actuarially determined resources within the OPEB Health Benefit Fund (\$216,579) to the OPEB Reimbursement Health Benefit Fund.

OPEB REIMBURSEMENT HEALTH BENEFIT FUND			
LEGAL LEVEL OF CONTROL (Impacted Line-Items)			
	Fiscal Year 2025		
	Current Budget	Budget Amendment	Revised Budget
Revenue by Source:			
Transfer In from OPEB Health Benefit Fund	\$ -	\$ 216,579	\$ 216,579
Net Budget Adjustments	\$ -	\$ 216,579	\$ 216,579
Expenditures by Project:			
Non-Allocated/Reserve	\$ 5,618,099	\$ 216,579	\$ 5,834,678
Net Budget Adjustments	\$ 5,618,099	\$ 216,579	\$ 5,834,678



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Ruby Flynn

Meeting Date: July 23, 2025

AGENDA ITEM:

Request for Proposals 25-117: On-Call Electrical Services for Parks

Consideration of approval of the award of a contract to Meer Electrical for On-Call Electrical Services for Parks and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve the award of a contract for RFP 25-117 for electrical services to Meer Electric and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$151,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Facility Repairs & Maintenance / 10061240-522250	\$500.00
Facility Repairs & Maintenance / 10061500-522250	\$2,000.00
Grounds Repair & Maintenance/ 10061500-522240	\$6,000.00
Grounds Repair & Maintenance/ 10061700-522240	\$36,000.00
Grounds Repair & Maintenance/ 10061750-522240	\$50,000.00
Grounds Repair & Maintenance/ 10061800-522240	\$1,500.00
Grounds Repair & Maintenance/ 10061850-522240	\$20,000.00
Grounds Repair & Maintenance/ 10061850-522240 RPM01	\$5,000.00
Grounds Repair & Maintenance/ 10061950-522240	\$30,000.00

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00
n/a	\$0.00

ITEM DESCRIPTION:

This agenda item is for consideration to award RFP 25-117 for On-Call Electrical Services for Parks. The procurement method selected is a Request for Proposal. The recommended vendor is Meer Electric.

BACKGROUND

The Parks System has five (5) Divisions with multiple ball fields and facilities that require electrical

services...whether it is changing light bulbs, installing new electrical feeds for outlets, repairs to current systems or moving/installing light poles. Meer Electric has provided electrical services for the department since prior to 2010. It is imperative to have an electrical services contractor on-call to provide the flexibility needed for the Park Services Division to quickly and efficiently address unforeseen electrical needs that may occur throughout the year.

In an effort to lock-in service pricing and give staff a formalized point-of-contact for on-call electrical services, an RFP was compiled and submitted to the Finance Department. RFP 25-117 was issued on May 9, 2025, with proposals received on June 12, 2025. The City received a total of two (2) responses which were submitted to the Evaluation Committee for review and ranking. Each proposal was evaluated based on the following criteria: statement of qualifications/references (25 pts), technical proposal/project approach (22 pts), Resources (20 pts); local vendor preference (3 pts); and cost (30 pts). The resulting scores were as follows:

- 1 82.83 pts Meer Electric
2. 49.55 Bulldog Electrical Contractors, Inc

The recommended firm, Meer Electric is the most recent electrical services provider for the Parks Department. Staff has found them to be knowledgeable, responsive, and focused on delivering excellent service, and have a strong institutional knowledge of the City's requirements and logistics.

ALTERNATIVES:

Do not award a contract for RFP 25-117 to Meer Electric and readvertise the RFP.

ATTACHMENTS:

1. RFP 25-117 Scoring Summary
2. Contract 25-117 On-Call Electrical Svcs_Meer Electric_07012025
3. Meer Submission _ No Forms

RFP 25-117: On-Call Electrical Services for Parks

Scoring Summary

Active Submissions

	Total	B - Group 2 Technical	B-1 - Statement of Qualifications, Project Team, References	B-2 - Technical Proposal, Project Approach	B-3 - Available Resources	C-1 - Cost Proposal
Supplier	/ 100 pts	/ 67 pts	/ 25 pts	/ 22 pts	/ 20 pts	/ 30 pts
Meer Electric	82.83	52.83	19.38	15.95	17.5	30 (\$93,020.85)
Bulldog Electrical Contractors, Inc	49.55	32.8	11.25	11.55	10	16.75 (\$166,652.00)

CITY OF ALPHARETTA
STANDARD CONTRACT FOR SERVICES

This Contract for Services (this "*Contract*") for the City of Alpharetta is made and entered into and is effective upon execution, by and between Meer Electrical Contractors, Inc. doing business as Meer Electric, a corporation with its principal office located at 405 Tidwell Drive, Alpharetta, GA 30004 (the "*Contractor*") and the City of Alpharetta, a municipal corporation of the State of Georgia (the "*City*").

1. Contract Documents. The Contract Documents consist of this Contract, the City's Request for Proposals, dated May 9, 2025 (the "*RFP*"), including any addenda thereto, and the Contractor's Proposal dated June 12, 2025, all of which collectively are incorporated herein by reference (collectively, the "*Contract Documents*"). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract will govern; provided, however, to the extent any of Contractor's obligations or duties set forth in the PROPOSAL exceed the requirements provided within the RFP or this Contract, or the City finds any of the terms set forth in the PROPOSAL more desirable, the terms set forth in the PROPOSAL will control. Subject to the foregoing, if a conflict between the language in the RFP and the PROPOSAL, the language in the former will govern.
2. Scope of Services. The Contractor's duties and scope of services are specifically set forth in the RFP (the "*Work*") and, in general, include the following:

ON-CALL ELECTRICAL SERVICES FOR CITY PARKS may include, but is not limited to labor, materials, and equipment to:

- Replace light bulbs and any other electrical component for park lights on ball fields, parking lots, tennis courts, swimming pool area – including lighting in the pool, building security lights, gym and gymnastic center, lighting within park water features, City Center exterior lighting and tree/wall outlets, Union Hill covered facility, Equestrian arenas and barns, Alpha Loop lighting.
 - Provide and install new lighting fixtures, arms and poles.
 - Replace existing poles with new poles. Engineered drawings for poles and lighting fixtures with schematics to show illumination area are to be provided.
 - Replace existing light fixtures with new LED fixtures
3. Contract Prices. As finally awarded by the City, the City will pay Contractor in accordance with the COST PROPOSAL, attached as Exhibit "A" for Contractor's performance of Work.

This price includes the full development and provision of all deliverables as specified in the RFP and PROPOSAL, as further supplemented or modified by the City's requirements. The City will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The City will not entertain any other payment arrangements.

Invoices must be sent to:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2 Park Plaza, First Floor
Alpharetta, GA 30009
Attn: Morgan Rodgers, mrogers@alpharetta.ga.us

Payments may be made in the manner and on the periodic basis agreed to by the City prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the City, upon completion of certain portions thereof, the Contractor must send an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following

inspections and confirmation of the performance of the subject portion of the Work, the City will make payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the City will make final payment. Subject to the withholding of any amounts due to the City as further set forth herein, all such invoices will be paid within forty-five (45) days by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments will be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of City's other rights and remedies, City will have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the City for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment will constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

4. Commencement of Work; Time for Performance; Project Manager.

- (a) Commencement of Work. The Contractor must not proceed to perform the Work until on or after contract execution and receipt of Notice to Proceed.
- (b) Time for Performance. From receipt of Notice to Proceed, the Contractor shall perform the Work in accordance with the project schedule mutually agreed to by the parties prior to the Commencement of Work
- (c) Time is of the Essence. All limitations of time set forth in this Contract are of the essence. The foregoing notwithstanding, Contractor shall not have liability for or be deemed in breach of this Contract because of delays caused by natural disasters, adverse weather, civil insurrection, or by a shelter-in-place or other city, state, or nation-wide "shut-down" order due to civil insurrection or a pandemic event.
- (d) Project Manager. The City's staff Project Manager for this Work is Kurt Kirby. The Contractor shall coordinate with the City's Project Manager.

5. Term and Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party must give notice to the defaulting party of the failure or default. Such party will have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 13 (*Notices*). The Contract may also be terminated prior to term by the City for City's convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor will be compensated for services performed prior to termination. Such amount will be paid by the City upon the Contractor's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date will survive termination of this Contract.

Term of Contract. The Contract is for a term of five (5) years starting upon execution, and ending (5) years later, as further provided for in the Contract and in accordance with O.C.G.A. § 36-60-13.

The term of the Contract may be extended by the City, with the written consent of the Contractor, for such added period as may be necessary or advantageous to the City.

Unless extended in writing by agreement of the Parties, the Contract will be effective for a period of no longer than (5) years, starting August 1, 2025, and ending at 11:59 p.m. (Eastern Time) on July 31, 2030 (the "End Date"). In accordance with O.C.G.A. § 36-60-13, the initial term of the Contract shall be for a period of one year running from August 1, 2025 through 11:59 p.m. (Eastern Time) on July 31, 2026, and will automatically renew for additional one (1) year terms, each beginning on August 1st following the existing term year and ending at 11:59 (Eastern Time) on July 31st of the following year, unless the City delivers written notice of non-renewal to Consultant at least thirty (30) days prior to the expiration of the relevant term year, such renewals not to exceed the End Date, unless otherwise agreed to, in writing, by the Parties. If written notice of non-renewal is given for any then-existing term, this Contract will terminate upon expiration of that term. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the City.

The foregoing notwithstanding, this Contract shall terminate absolutely and without further obligation of the City at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the City Council fails to appropriate funding for the Contract for any such succeeding fiscal year, which such non-appropriation will be treated equivalently to a written notice of non-renewal, without regard to any notice requirements to the contrary. Also notwithstanding the foregoing, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive, also without regard to any notice requirements to the contrary.

Any Contract term will not exceed the End Date. The End Date of the Contract may be extended by written agreement of the Parties. Consultant shall have no right to extend the End Date or any term of the Contract except as may be agreed to, in writing, by the City.

The Contract hourly rates for the above-stated contract term will remain as offered by the Consultant, incorporated herein as Exhibit A, and accepted/awarded by the City Council. Any contract extension beyond the above-stated contract term will be based on the same terms and conditions as the original term, except as provided below.

For any such renewal term commencing after the first two (2) years of this Contract, hourly rates may be increased by the lesser of four percent (4%) or the Municipal Cost Index (MCI) factor. The MCI developed exclusively by American City and County, is designed to show the effects of inflation on the cost of providing municipal services. Consultant must provide the City with the subsequent rates for any renewal term, if different from the then existing rates, at least ninety (90) days prior to the expiration of the then existing term. Subsequent rates are guaranteed for a minimum of twelve (12) months.

6. Representations and Warranties. Contractor represents and warrants that:
 - (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the City without the consent of any other person or entity, and the products and services will be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
 - (b) Contractor will comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations

hereunder, and the products and services will comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the City;

(c) Contractor will perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with City's specifications and the terms of this Contract;

(d) All services performed by the Contractor under this Contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and

(e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, Contractors, architects and any local, state or federal governmental agency or political subdivision, will owe its primary duty of loyalty to the City.

7. Licenses, Registrations, Certifications and Permits. The Contractor will be responsible for obtaining and keeping in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor will supply copies of any such licenses, certifications or permits to the City upon request.

8. Insurance.

- (a) Insurance Generally. Contractor must obtain and must continuously keep during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:

- i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor must additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
- ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy must apply to all premises and all operations of the Contractor. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must contain a severability of interests' provision. Coverage must be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.
- iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy must have a severability of interests' provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage must include non-ownership and hired cars (vehicles and equipment)

coverage. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy must supply the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance must be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance must be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance must be continuously kept covering all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance will contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance must provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance must be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder will provide for a waiver of subrogation against the City, and Contractor waives any claim against the City arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and

continuously maintain policies of insurance in accordance with this Section and its subsections will not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits will constitute a material breach of this Contract upon which the City may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor must provide proof of such insurance to the City contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor must submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections must be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor must maintain such other types and/or amounts of insurance as reasonably required by the City from time to time.

- 9. Indemnification. Contractor will, to the fullest extent permitted by law, indemnify and hold harmless the City, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, provided that this indemnity obligation shall only apply to the extent Claims are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Contract. Nothing in this Section or this Contract will be

deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

10. Subcontractors and Contractor Personnel.

- (a) No Subcontractors. No subcontractor or Contractor will be retained by Contractor to perform services under this Contract without the prior written consent of the City, except for those subcontractors previously identified in the PROPOSAL.
- (b) Subcontractor Requirements. Administration of any approved subcontractor will be the Contractor's responsibility and all subcontracts must require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City. In particular, and not by way of limitation, all indemnification and insurance provisions will be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
- (c) Key Staff. Where Contractor has specifically identified certain personnel in the PROPOSAL for the performance of certain portions of the Work (such personnel hereinafter referred to as "Key Staff"), Contractor will assign and furnish such Key Staff to perform the respective tasks and responsibilities as set forth in the PROPOSAL. Contractor agrees not to transfer or reassign any member of its Key Staff or the respective tasks or responsibilities of a member of Key Staff without the prior written consent of the City, except for the following reasons, as applicable:
 - (i) Situations where a member of Key Staff requests a transfer from his or her respective employer in order to accept a promotion or special assignment, which has been offered to him or her by such employer based upon his or her special education, qualifications or career path;
 - (ii) Disciplinary reasons;
 - (iii) Failure of the member of Key Staff to perform his or her respective tasks or responsibilities; or
 - (iv) At the request of the member of Key Staff.

In the event Contractor permanently transfers or reassigns a member of Key Staff or the respective tasks or responsibilities of a member of Key Staff for any of the foregoing reasons, Contractor will provide the City Administrator with prompt written notice of such transfer or reassignment and explain the basis of the transfer or reassignment. In the event of a vacancy in the position of any member of Key Staff, Contractor agrees to cooperate with the City in providing a replacement and make selection of a replacement without undue delay, in good faith, and in the best interests of the City.

Further, the City will have the right, utilizing an objective standard based on current and past performance of the subject Work, to require Contractor to reassign the tasks and/or responsibilities of any member of Key Staff to a different representative of Contractor. Contractor agrees to permanently transfer the tasks and responsibilities of any member of Key Staff as soon as reasonably possible upon notification by the City Administrator.

11. Independent Contractor. The Contractor will always be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of the City. Contractor will have no authority to contract for or bind City in any manner. Contractor will have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of

this Contract to the contrary, no employee or subcontractor of Contractor will be considered an "employee" of the City during the performance of this Contract (the term "employee" will have the same meaning as provided in IRS Publication No. 15 (2014)(Circular E).

12. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision will not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFP.
13. Notices. All contractual notices and communications under this Contract will be considered sufficient if given by certified mail or statutory overnight mail with return receipt requested, or hand delivered:

- (a) If to the Contractor, at the following address:

Meer Electrical Contractors, Inc.
405 Tidwell Drive
Alpharetta, GA 30004
Attention: Peter Meer, President

- (b) If to the City, at the following address:

City of Alpharetta
Department of Recreation, Parks & Cultural Services
2565 Old Milton Parkway
Alpharetta, GA 30009
Attention: Morgan Rodgers, Department Director

- (c) With a copy to:

Alpharetta City Attorney
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

For the purposes of this Contract, the effective date of notice will be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

14. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the City, subject to certain exceptions set forth therein or as otherwise provided by law, and agrees to allow access by the City to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section will result in the immediate termination of this Contract by the City. Further, Contractor agrees to keep all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein will limit the Contractor's or the City's right to defend against disclosure of records alleged to be public.
15. Compliance with Illegal Immigration Reform and Enforcement Act:
E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City will not enter into a contract for the "physical performance of services" (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work

authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

(a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;

Subcontractors will not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

Sub-subcontractors will not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, will comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is included in Appendix B of the RFP, and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit will become a part of the Contractor/subcontractor agreement. Further, it will be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is included in Appendix B of the RFP, and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit will become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor will forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it will be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that

has contracted with a sub-subcontractor will also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party will instead provide a copy of his or her state issued driver's license or state issued identification card.
- (c) The Contractor must comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, will be open for public inspection in this State at reasonable times during normal business hours.

16. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, must, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, Title VI of the Civil Rights Act of 1964 and its amendments, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor will not discriminate against any person on the basis of race, color, religion, gender, national origin or ancestry, age, creed, marital status, physical or mental disability, or political ideas and will further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors must affirmatively comply with all applicable provisions of federal, state and local equal employment laws and will not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and will be performed in the State of Georgia, and this Contract will be construed and enforced per the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract will lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Electronic Signature. This Contract may be executed by electronic signature, and such signature will have the same validity and effect as a signature affixed by hand and will constitute an original for all purposes.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision will be severed from this Contract and will not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.

- (g) Persons Bound. This Contract will be binding upon and will inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the City.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification or termination is sought.
- (i) Waiver. The City's failure or forbearance to enforce any term hereof will not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the City's waiver of any term hereof will not operate or be construed as a waiver of any subsequent breaches of the same or any other term.
- (j) Arbitration. Any dispute arising out of this Contract will, at the option of the City of Alpharetta, be submitted to binding arbitration conducted in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Additional Terms of Contractor. The City will not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (l) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract will not apply a presumption that the provisions hereof will 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 agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (m) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or will create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-Contractor or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (n) No Waiver of Governmental Immunity. Nothing in this Contract will be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the City, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (o) Publicity Provision. Contractor will not use any trademarks, service marks, or logos of the City without the City's express prior written consent. Contractor will not identify or make reference to the City in any advertising or other promotional modality regardless of its form without the express prior written consent of the City.
- (p) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, will survive the expiration or termination of this Contract, regardless of the reason for such termination.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed and delivered by a duly authorized officer, agent, or official as of the date set forth below.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

Approved as to substance:

Chris Lagerbloom, City Administrator

Approved as to form:
JARRARD & DAVIS, LLP

City Attorney

**MEER ELECTRICAL CONTRACTORS
INC. DBA MEER ELECTIC**

By: _____
Peter Meer, President

Attest:

By: _____
Kelly Meer, Secretary/Treasurer

Date: _____

EXHIBIT "A"

RFP 25-117: On-Call Electrical Services for Parks										
Schedule of Items										
Directions: Offeror should complete the highlighted fields.										
Pole Height	20 ft	30 ft	40 ft	50 ft	60 ft	70 ft	80 ft	90 ft	100 ft	Indoors - 25 ft
Labor										
1 person	all overhead work has to have minimum 2 people for safety reasons									
2 people	154.00	154.00	154.00	154.00	154.00	154.00	154.00	154.00	154.00	154.00
3 people	212.00	212.00	212.00	212.00	212.00	212.00	212.00	212.00	212.00	212.00
4 people	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00
Pole Height	20 ft	30 ft	40 ft	50 ft	60 ft	70 ft	80 ft	90 ft	100 ft	
Poles										
Removing existing and replace with concrete poles	1848.00 Labor and tr	1848.00 Labor and tr	1848.00 Labor and tr	2156.00 Labor and tr	2156.00 Labor and tr	4580.00 Labor and tr	6404.00 Labor and tr	7604.00 Labor and tr	7604.00 Labor and truck	
Remove and relocating existing poles	1,848.00	1,848.00	1,848.00	2,156.00	2,156.00	3,080.00	4,004.00	5,082.00	6,006.00	
Remove existing poles	\$770	\$770	\$770	\$1,078	\$1,232	\$1,694	2,002.00	2,772.00	2,772.00	
Remove existing fixtures and replace with LED fixtures/lamps	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	
Under water lights:										
	1 hour	2 hours	3 hours	4 hours	5 hours					
	154.00	308.00	462.00	616.00	770.00					
Lift Rental per Day:	1 day	2 days	3 days	4 days	5 days	6 days	7 days	8 days	9 days	10 days
Owned equipment:										
List height of bucket:	60'									
List height of lift:	25' scissor lift									
Rented equipment:										
60' Cost per day:	1,130.00	1,805.00	2,530.00	2,560.00	2,590.00	3,205.00	3,880.00	4,555.00	4,575.00	4,600.00
85' Cost per day:	1,644.00	2,888.00	4,102.00	4,132.00	4,162.00	5,346.00	6,560.00	7,804.00	7,834.00	7,864.00
125' Cost per day:	2,645.00	4,640.00	6,680.00	6,680.00	6,680.00	8,700.00	10,700.00	12,820.00	12,860.00	12,890.00
Equipment rental mark up percentage (No mark up on taxes):					20.00%					
Parts/material mark up percentage (No markup on taxes):					75%					
Offeror Name:					Meer Electrical Contractors Inc.					
Address:					405 Tidwell Dr Alpharetta GA 30004					
Type Name and Title of Authorized Signer:					Peter Meer President					
Authorized Signer Phone Number:					4045507658					
Authorized Signer Email Address:					peter@meerelectric.com					

City of Alpharetta
Finance Department
Budget & Procurement Team
2 Park Plaza
Alpharetta, GA 30009

June 6, 2025

RE: RFP #25-115

Dear City of Alpharetta,

Meer Electric appreciates the opportunity to present a proposal for the contract to provide the City of Alpharetta Recreation and Parks Department On-Call Electrical Services. Meer Electric was established by Rick and Judy Meer in March of 1984 and we have been providing superior electrical services to commercial, municipal and residential customers for 41 years in the North Metro area. Their son, Peter, who is President and Chief Executive Officer, has helped us build our business and our reputation as one of the most dependable, efficient, trustworthy and value oriented contractors in the Atlanta area. We are proud of the relationships we have built with our customers as the electrical contractor they can trust to handle all their electrical needs,

We offer a wide variety of services including troubleshooting electrical problems, installation of light fixtures, outlets, switches, computer cabling, phone systems, and generators, maintenance of indoor and outdoor light fixtures, underground cabling and repairs. In addition to 14 service trucks, we have 3 bucket trucks and 2 cranes which allows us to reach up to 65 feet, 2 directional underground drilling machine and tractors with backhoes that allow us to handle almost any maintenance, installation or repair.

Meer Electric employees are well trained, both on-the-job and through the Independent Electrical Contractors Association Apprenticeship Training Program. Every employee has undergone a background check, drug testing and is required to wear a Meer Electric uniform. Many of our Supervisors, Technicians and Helpers have been with Meer Electric for over 5 years with some who have helped us build our business for 10 to 25 years. Our customers' satisfaction is our most important product and everyone at Meer Electric works hard to achieve that.

Over the years, we have provided the City of Alpharetta with good service both with maintenance of city facilities and for the wonderful events sponsored by the City. We look forward to continuing to provide that dependable service to the City of Alpharetta through the contract being offered by the City. We appreciate the opportunity to present our proposal for that contract.

Sincerely,

MEER ELECTRIC



Peter Meer, President

Technical Proposal

Meer Electrical Contractors, Inc. (Meer Electric) has the experience and equipment to handle any electrical problem that could arise in any of the city parks. We have proven this over the many years that we have provided services to the City of Alpharetta. We provide same day emergency services when needed and 24 hr emergency services as well. We look forward to continuing to provide the high quality service to the city

Statement of Qualifications

Meer Electrical Contractors, Inc. (Meer Electric) was established and incorporated in 1984 in Roswell, Georgia, as a commercial, new construction electrical contracting company. We completed electrical installations in hotels, schools, office buildings and other commercial buildings. In 1989/1990, we phased into doing primarily commercial and residential service work.

As a member of the Independent Electrical Contractors Association, we are able to educate and train our personnel in the Apprenticeship Program offered by the Association. For 5 years, Rick Meer was the Director of the Apprenticeship Program. It is a four-year program which includes many hours of on-the-job training and as our apprentices progress and are qualified, they are promoted to Technician at Meer Electric. Several of our Technicians have moved up to Sales and Supervisor positions, including Peter, who is now President and Chief Executive Officer. Six members of our team hold Master Electrical Licenses in the State of Georgia. Only one license is required by the State for the company.

As our company has grown over the years, we pride ourselves in earning a reputation for dependability, professionalism, expertise, and our customer satisfaction attitude. We understand the importance of quick response time and getting the job done right when a business, City, or organization has an electrical problem or need that is interrupting their operations or an event that needs uninterrupted power for the participants. We not only have highly qualified personnel, but also the equipment needed to handle any type of electrical service, maintenance, or installations. Our bucket trucks, directional underground drilling machine, infrared thermo graphic cameras, underground locating equipment, backhoes, cranes, scissor lift and many other specialty equipment.

Project Team

Our team is lead by Richard McClure who is Project Manager. Our team consists of 16 technicians that lead crews that do everything from service calls to major projects. All of the technicians have completed 4 year apprenticeships school and some are state licensed electrical Contractors.

REFERENCES

1) City of Roswell

Taylor Smith

Business Name	Contact Name
38 Hill St Roswell GA 30075	
Address	
678-794-5109	tsmith@roswellgov.com
Phone	Email
On call services	2024
Contract Value	Year
On call electrical service in parks	
Description	

2) Forsyth County

Rusty Pruitt

Business Name	Contact Name
2300 Keith Bridge Rd	
Address	
770-781-2215	jrpruitt@forsythco.com
Phone	Email
on call services	2025
Contract Value	Year
On call electrical service in parks	
Description	

3) City of Milton

Tom McKlveen

Business Name	Contact Name
2006 Heritage Walk Milton GA 30004	
Address	
6782422519	tom.mcklveen@miltonga.gov
Phone	Email
on call services	2024
Contract Value	Year
On call electrical service in parks	
Description	

Available Resources

Meer Electrical Contractors, Inc. (Meer Electric) owns the following equipment which allows us to handle electrical repairs in the city parks:

- 14 – Service trucks
- 1 – 45 ft bucket truck
- 2 – 60 ft bucket trucks
- 2 – 65 ft crane trucks
- 2 – Directional drills
- 2 – Back hoes
- 1 - 30 ft scissor lift
- 1 – Hydro vac truck
- 4 – underground locator
- 1 – underground fault finder
- 3 – Side by side UTV

RFP 25-117: On-Call Electrical Services for Parks
Schedule of Items

Directions: Offeror should complete the highlighted fields.

Pole Height	20 ft	30 ft	40 ft	50 ft	60 ft	70 ft	80 ft	90 ft	100 ft	Indoors - 25 ft
Labor										
1 person	all overhead work has to have minimum 2 people for safety reasons									
2 people	154.00	154.00	154.00	154.00	154.00	154.00	154.00	154.00	154.00	154.00
3 people	212.00	212.00	212.00	212.00	212.00	212.00	212.00	212.00	212.00	212.00
4 people	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00	270.00
Pole Height	20 ft	30 ft	40 ft	50 ft	60 ft	70 ft	80 ft	90 ft	100 ft	
Poles										
Removing existing and replace with concrete poles	1848.00 Labor and truck	1848.00 Labor and truck	1848.00 Labor and truck	2156.00 Labor and truck	2156.00 Labor and truck	4580.00 Labor and truck	6404.00 Labor and truck	7604.00 Labor and truck	7604.00 Labor and truck	
Remove and relocating existing poles	1,848.00	1,848.00	1,848.00	2,156.00	2,156.00	3,080.00	4,004.00	5,082.00	6,006.00	
Remove existing poles	\$770	\$770	\$770	\$1,078	\$1,232	\$1,694	2,002.00	2,772.00	2,772.00	
Remove existing fixtures and replace with LED fixtures/lamps	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	308.00 Labor only	
Under water lights:	1 hour	2 hours		3 hours		4 hours		5 hours		
	154.00	308.00		462.00		616.00		770.00		
Lift Rental per Day:	1 day	2 days	3 days	4 days	5 days	6 days	7 days	8 days	9 days	10 days
Owned equipment:										
List height of bucket:	60'									
List height of lift:	25' scissor lift									
Rented equipment:										
60' Cost per day:	1,130.00	1,805.00	2,530.00	2,560.00	2,590.00	3,205.00	3,880.00	4,555.00	4,575.00	4,600.00
85' Cost per day:	1,644.00	2,888.00	4,102.00	4,132.00	4,162.00	5,346.00	6,560.00	7,804.00	7,834.00	7,864.00
125' Cost per day:	2,645.00	4,640.00	6,680.00	6,680.00	6,680.00	8,700.00	10,700.00	12,820.00	12,860.00	12,890.00
Equipment rental mark up percentage (No mark up on taxes):					20.00%					
Parts/material mark up percentage (No markup on taxes):					75%					
Offeror Name:					Meer Electrical Contractors Inc.					
Address:					405 Tidwell Dr Alpharetta GA 30004					
Type Name and Title of Authorized Signer:					Peter Meer President					
Authorized Signer Phone Number:					4045507658					
Authorized Signer Email Address:					peter@meerelectric.com					



Meer Electric
405 Tidwell Drive
Alpharetta, GA 30004
770-993-8028

Invoice 83526808
Invoice Date 6/6/2025
Completed Date 6/6/2025
Payment Term 15 Days past invoice date
Due Date 6/21/2025

Billing Address
Alpharetta Parks
11915 Wills Road
Alpharetta, GA 30009 USA

Job Address
Alpharetta Parks
North Park #13450 Cogburn Rd
Alpharetta, GA 30004 USA

Description of work

SAMPLE INVOICE

Tech ID: Edgar, Daren, Jesus

Service Date: 01/01/2026

Repair ballfield lights that out throughout the park
Lights are on 70' poles

Replace (32) 1500W metal halide bulbs; provided by the City

Replace (15) 1500W metal halide ballasts: provided by Meer Electric

*Lift was used

Service #	Description	Quantity	Your Price	Total
Add	Labor - 3 person crew	10.00	\$212.00	\$2,120.00
Add	Lift Charge	1.00	\$1,644.00	\$1,644.00
Material	1500W METAL HALIDE BALLASTS	15.00	\$440.04	\$6,600.60

Sub-Total \$10,364.60

Tax \$0.00

Total \$10,364.60

Payment \$0.00

Balance Due \$10,364.60

All invoices are due upon completion. We accept Visa, Mastercard, American Express, and Discover with a 3% service fee. We also accept ACH payments.

All invoices must be paid in full within 30 days of receipt. Overdue balances are subject to late payment fee of 1.5% per month as stated in our payment terms.

If you are in need of a COI, business license, or W9, please email Carmen at carmen@meerelectric.com.



Meer Electric
405 Tidwell Drive
Alpharetta, GA 30004
770-993-8028

Invoice 83528331
Invoice Date 6/6/2025
Completed Date 6/6/2025
Payment Term 15 Days past invoice date
Due Date 6/21/2025

Billing Address
Alpharetta Parks
11915 Wills Road
Alpharetta, GA 30009 USA

Job Address
Alpharetta Parks
Webb Bridge Park #4780 Webb
Bridge Road
Alpharetta, GA 30004

Description of work

SAMPLE INVOICE

Tech ID: Edgar, Daren

Service Date: 01/01/2026

Remove (50) 1650W Qualite fixtures and lamps

Replace fixtures and bulbs with NuGen 477V fixtures w/bulbs; provided by City

**Lift required

Service #	Description	Quantity	Your Price	Total
Add	Labor - 2 person	100.00	\$154.00	\$15,400.00
Add	Lift Charge	1.00	\$7,864.00	\$7,864.00

Sub-Total \$23,264.00

Tax \$0.00

Total \$23,264.00

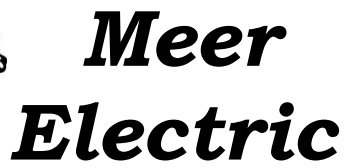
Payment \$0.00

Balance Due \$23,264.00

All invoices are due upon completion. We accept Visa, Mastercard, American Express, and Discover with a 3% service fee. We also accept ACH payments.

All invoices must be paid in full within 30 days of receipt. Overdue balances are subject to late payment fee of 1.5% per month as stated in our payment terms.

If you are in need of a COI, business license, or W9, please email Carmen at carmen@meerelectric.com.



6/24/2025

[illegible]

AUTHORIZED SIGNATURE:

Peter Meer

CUSTOMER ACCEPTANCE:

“Service is our most important product.”



Meer Electric
405 Tidwell Drive
Alpharetta, GA 30004
770-993-8028

Invoice 83528717
Invoice Date 6/6/2025
Completed Date 6/6/2025
Payment Term 15 Days past invoice date
Due Date 6/21/2025

Billing Address
Alpharetta Parks
11915 Wills Road
Alpharetta, GA 30009 USA

Job Address
Alpharetta Parks
Webb Bridge Park #4780 Webb
Bridge Road
Alpharetta, GA 30004

Description of work

SAMPLE INVOICE

Tech ID: Edgar, Daren

Service Date: 01/01/2026

Repair pole lights that are out throughout the park
Lights are on 70' poles

Replace (20) 1500 metal halide bulbs; provided by the City

Replace (20) 1500 metal halide ballasts: provided by Meer Electric

Replace (10) fuses

*Lift was used

Service #	Description	Quantity	Your Price	Total
Add	Labor - 2 person crew	30.00	\$154.00	\$4,620.00
Add	Lift Charge	1.00	\$1,644.00	\$1,644.00
Material	1500 METAL HALIDE BALLASTS	20.00	\$440.04	\$8,800.80
Material	20A FUSES	10.00	\$39.69	\$396.90

Sub-Total	\$15,461.70
Tax	\$0.00
Total	<u>\$15,461.70</u>
Payment	\$0.00

Balance Due \$15,461.70

All invoices are due upon completion. We accept Visa, Mastercard, American Express, and Discover with a 3% service fee. We also accept ACH payments.

All invoices must be paid in full within 30 days of receipt. Overdue balances are subject to late payment fee of 1.5% per month as stated in our payment terms.

If you are in need of a COI, business license, or W9, please email Carmen at carmen@meerelectric.com.

Microsoft Search (Alt+Q)

Just start typing here to bring features to your fingertips and get help.

 Tell me more

[Services for Parks](#) /
 RFP 25-117: On-Call Electrical Services for Parks (Q-56MY)

Bulldog Electrical Contractors, Inc

Open... ▼

Meer Electric

Open... ▼

1.0.1 Acknowledgement of Addenda, enter the number of addenda received, Response Type: 0, 1, 2, etc.

Response: 1
 Addenda 1 received

Response: 0
 No addenda received

Info Only

1.0.2 Acknowledgement of Insurance Requirement, Response Type: Yes, No entry.

Response: Yes
 We have insurance as required

Response: Yes
 Meet Insurance requirements

Info Only

2.0.1 Authorized signer for contract execution in DocuSign: Name, business title, email address, Response Type, Response Type: text entry.

Response: *Kyle Crump*
 President, accounting@bulldogelectricalinc.com

Peter Meer President peter@meerelectr.com

Info Only

2.0.2 Contact for legal notices-needed for contracting: Business name and mailing address, contact name, Response Type: text entry.

Response: *Moore Ingram Johnson & Steele LLP-*
 326 Roswell St, Ste 100 Marietta, GA 30060 Jeff Daxe

Meer Electrical Contractors Inc. 405 Tidwell Dr Alpharetta GA 30004 Peter Meer

Filter Questions ▼

View Eliminated

[Projects](#) /
 [On-Call Electrical Services for Parks](#) /
 RFP 25-117: On-Call Electrical Services for Parks (Q-56MY)

All Questions	Bulldog Electrical Contractors, Inc Open...	Meer Electric Open...
Info Only		
2.0.3 Unique Entity ID / identifier used at SAM.gov, Response Type: alphanumeric entry	Response: 8GTH4 No Comment Provided	N/A
Info Only		
2.0.4 For Corporations only, Secretary or Assistant Secretary to attest to signing for contract execution in DocuSign: Name, business title, email address, Response Type: Response Type: text entry. (Enter N/A if not a Corporation.)	Response: Tiffany Martin, Office Mgr Tiffany@bulldogelectricalinc.com	Kelly Meer Secretary Tressurer kelly@meerelectric.com
Info Only		
2.0.5 Note the employee-number category for your company (all locations). Select either 500 or more employees, 100 or more employees, or less than 100 employees.	Response: less than 100 employees Less than 100 employees	Response: less than 100 employees Less than 100 employees
Info Only		



Filter Questions ▾

View Eliminated



STAFF REPORT

Department: Recreation, Parks & Cultural Services

Submitted By: Morgan Rodgers

Meeting Date: July 23, 2025

AGENDA ITEM:

Grant Agreement: Community Development Block Grant - ADA Accessibility Improvements to the Adult Activity Center Parking Lot

Consideration of approval of an Agreement between Fulton County and the City of Alpharetta for the Community Development Block Grant Program in order to accept grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve an Agreement between Fulton County and the City of Alpharetta for the Community Development Block Grant Program in order to accept grant funding for ADA accessibility improvements to the Adult Activity Center Parking Lot and authorize for the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL ESTIMATED COST OF THE PROJECT IS \$257,359. THE CITY'S MATCH IS \$147,359.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

PROGRAM BACKGROUND:

The United States Department of Housing and Urban Development (HUD) has determined that Fulton County is eligible as an "Urban County" to receive Entitlement CDBG (Community Development Block Grant) funds under Title I of the Housing and Community Development Act of 1974. HUD awards grants to entitlement communities to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and improving community facilities and services.

On June 26, 2023, the Mayor and Council of the City of Alpharetta approved entering into a cooperative agreement for Fulton County's CDBG Program for the federal fiscal years 2024, 2025, and 2026. The agreement allows the City to make an application to Fulton County for the allocation of CDBG funds for eligible programs.

PROJECT SCOPE AND NEED:

The scope of this project includes the expansion of ADA-accessible parking capacity, improvement of ADA accessibility facilities and accouterments, and the rehabilitation of parking facilities at the Alpharetta Adult Activity Center. More specifically, the project consists of the following:

1. Redesign of the parking facilities to expand ADA-accessible parking.

2. Site demolition and grading, including curb, gutter, and sidewalks/walkways to reduce slope/improve accessibility.
3. Mill existing asphalt where full demolition is not necessary.
4. Inlay asphalt and install new curbs, gutters, and sidewalk.
5. Additional items: survey; storm structure modification; removal, re-installation of existing wheel stops; new wheel stop purchase and installation; striping; bonds; and insurance.

The facility was constructed in 1988 and draws over 27,000 participants (average age 65-72) annually, who engage in age and ability-appropriate activities five days a week, year-round. The parking area is shared with an adjoining 12-court pickleball and three-court tennis center, estimated to attract over 4,000 participants of all ages annually. The high usage of the facilities places a strain on parking and leads to rapid deterioration of the parking lot. As the local population ages, we are seeing an increasing need for ADA-accessible parking, and improvements to the parking area are needed to ensure that it is safe and easily accessible for our older population.

The grant has been awarded in the amount of \$110,000, and an agreement now needs to be approved to accept the grant and commit to the terms of the grant agreement. The total cost of the project is estimated to be \$257,359.00. The City's matching portion of this project (\$147,359.00) will come from the City's annual milling and resurfacing project account.

ALTERNATIVES:

Do not approve the agreement, which would result in the City not accepting the grant funding.

ATTACHMENTS:

1. Alpharetta-Final -CDBG GY 24- Contract



FULTON COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
Community Development Block Grant Program
137 Peachtree Street, Suite 300
Atlanta GA, 30303



**AN AGREEMENT BETWEEN FULTON COUNTY
and
The City of Alpharetta
STATE OF GEORGIA, COUNTY OF FULTON**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CFDA Number 14.218 – Community Development Block Grants

Federal Award Identification Number: B-24-UC-13-0003
City of Alpharetta's Unique Entity Identifier (UEI): GKW5HJAHNJJ2
Federal Award Date: 1/1/2024-9/1/2031
Total Fulton County CDBG Municipality Agreement: \$110,000.00

THIS AGREEMENT entered this 14th day of July (month) 2025 (year) by and between Fulton County, Georgia (herein called the "Grantee") and **the City of Alpharetta** (hereinafter called the "Subrecipient").

WITNESSETH THAT:

WHEREAS, on June 6, 2024, the Fulton County Board of Commissioners approved the 2024 Annual Action Plan (24-0440) as part of the overall Fulton County 2020 – 2025 Consolidated Planning document which includes Community Development objectives and the projected uses of funds for the Community Development Block Grant (CDBG) program activities, as prescribed under the Housing and Community Development Act of 1974. On December 18th, 2024, the Board of Commissioners approved the project via Agenda Item 24-0882.

WHEREAS, the City of Alpharetta has been provided CDBG funds by Fulton County **for Park Improvements** as set forth in 24 CFR §570.201(c) and to meet a national objective benefiting low/moderate income persons; as set forth in 24 CFR §570.208(a)(1)(i); and

WHEREAS, the Twenty Percent (20%) cap on Administrative Cost expenditures pursuant to CFR §570.200(g) has been reached; and,

WHEREAS, the CDBG allocation awarded to the City of Alpharetta in the amount of **\$110,000**, shall be specifically used for the improvements of the Alpharetta Adult Activity Center– ADA Parking Improvements located at 13450 Cogburn Road, Alpharetta, Georgia 30004 for citizens of Fulton County and shall not be used towards any Program Administrative Costs. The activities are designed to benefit low-/moderate income persons as required to meet the CDBG national objective; and

WHEREAS, these activities are designed to benefit low and moderate income persons as required to meet the CDBG national objective; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1 **I. SCOPE OF SERVICES**

2
3 **A. Activities**

4
5 The Subrecipient will be responsible for administering a CDBG Agreement for Fiscal Year 2023-2025
6 in a manner satisfactory to Fulton County and consistent with any standards required as a condition of
7 providing these funds.

8
9 **B. Description of Activities**

10
11 *Improvements to the Alpharetta Adult Activity Center-ADA Parking Improvements, Alpharetta, Georgia*
12 *30004.*

13
14 A copy of the complete scope of work is attached in **Attachment A**.

15 **C. National Objectives**

16
17 The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will
18 meet one or more of the CDBG program's National Objectives:

- 19 1. benefit low/moderate income persons
20 2. aid in the prevention or elimination of slums or blight
21 3. meet community development needs having a particular urgency as defined in 24 CFR Part
22 570.208

23
24 **This project meets the National Objectives of the Community Development Block Grant program**
25 **24 CFR Part 570.208(a)(2)(ii) area benefit.**

26
27
28 **II. TIME OF PERFORMANCE**

29
30 **Services of the Sub-recipient shall start on the 14th day of July 2025 and shall end on the 31st day of**
31 **December 2026.**

32
33 **III. BUDGET**

34
35 **The City of Alpharetta shall maintain a budget compliant to CDBG program requirements. Reference**
36 **Attachment C of the Agreement for Cost Reimbursement Budget.**

37
38 **IV. PAYMENT**

39
40 It is expressly agreed and understood that the total amount to be paid by CDBG funds under this Sub
41 recipient Agreement shall not exceed **\$110,000** and **Expenses for eligible activities shall be retroactive**
42 **to January 1, 2024.** Drawdowns for the payment of eligible expenses shall be made against the line-item
43 budget specified in Paragraph III herein and in accordance with performance.

1 **V. NOTICES**

2
3 Communication and details concerning this Sub-Recipient Agreement shall be directed to the following:

	Grantee	Sub recipient
Name:	Kim Benjamin, Community Development Manager	Morgan Rodgers
Address:	Fulton County Community Development Department 137 Peachtree Street Atlanta, Georgia 30303	City of Alpharetta 1825 Old Milton Parkway Alpharetta, Georgia 30009
Phone:	(404) 612-8077	(678) 297-6103
Email:	Kim.benjamin@fultoncountyga.gov	mrodgers@alpharetta.ga.us

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5 **VI. SPECIAL CONDITIONS**

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- A complete description of the procurement process must be provided for any items purchased with these funds. Items under \$20,000 may be purchased under the Micro-purchase provisions of 2 CFR Part 200. All other items must be competitively procured.
 - All staff costs covered by this grant, including those retroactive to January 1, 2024, must be fully documented timesheets provided for each staff position covered. Beneficiaries from this time period must also be reported.
 - Funds being used retroactively cannot be used to pay for building renovations and other projects that exceed the Part 58, Environmental Review Exempt or Categorically Excluded Not Subject To, "CENST" thresholds unless an ERR was completed prior to the commitment of funds.
 - Funds being used under the Urgent Need criteria must be tied to responding to a health and welfare crisis in the community, the need must have arisen within 18 months, and the sub-recipient must demonstrate and certify there are no other funds available to address the need.
 - All Federal Cross-Cutting requirements apply including Financial Management and Procurement, Environmental Review, Federal Labor Standards, Acquisition and Relocation and Fair Housing and Non-Discrimination

22
23 **VII. GENERAL CONDITIONS**

24
25 **A. General Compliance**

26
27 The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Sub-recipient also agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this Agreement. The sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

33
34 **B. Independent Contractor**

35
36 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" or with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Sub recipient is an independent sub recipient.

42
43 **C. Hold Harmless**

44
45 To the extent allowable by law, the Sub-recipient hereby warrants, represents, covenants and agrees to release, indemnify, defend and hold harmless the County, its commissioners, officers, and employees, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without

1 limitation, reasonable attorney's fees and legal expenses) suffered or incurred by such parties, whether
2 arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury,
3 wrongful death or property damage, arising in any way from the actions or omissions of the Sub-
4 recipient, its agents, employees, Sub-recipients, officers, or directors. The Sub-recipient does further
5 hereby agree to release, indemnify, defend and hold harmless the County, its commissioners, officers,
6 and employees, from any injury (including death resulting there from), loss, claim or damage sustained
7 by the Sub-recipient's agents and employees. The language of this indemnification clause shall survive
8 termination of this Agreement, even if the County terminates the Agreement for its convenience.
9

10 **D. Worker's Compensation**

11
12 The Sub-recipient shall provide Worker's Compensation Insurance for all of its employees involved in
13 the performance of this Agreement.
14

15 **E. Insurance and Bonding**

16
17 The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to
18 theft, fraud and /or undue physical damage.

19 **F. Grantor Recognition**

20
21 The Sub-recipient shall insure recognition of the role of the grantor agency in providing services through
22 this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be
23 prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the
24 support provided herein in all publications made possible with funds made available under this
25 Agreement.
26

27 **G. Amendments**

28
29 The Grantee or Sub-recipient may amend this Agreement any time provided that such amendments
30 make specific reference to this Agreement, and are executed in writing, signed by a duly authorized
31 representative of both organizations, and approved by the Grantee's governing body. Such
32 amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient
33 from its obligations under this Agreement.
34

35 The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or Local
36 governmental guidelines, policies and available funding amounts, or for other reasons. If such
37 amendments result in a change in the funding, the scope of service, or schedule of the activities to be
38 undertaken as part of this Agreement, such modifications will be incorporated only by written
39 amendment signed by both Grantee and Sub-recipient.
40

41 **H. Suspension or Termination**

42
43 In accordance with 2 CFR Part 200 Subpart D, Section 200.339, suspension or termination may occur
44 if the Sub-recipient materially fails to comply with any term of the award and the award may be
45 terminated for convenience.
46

47 Either party may terminate this Agreement at any time by giving written notice to the other party of such
48 termination and specifying the effective date there of at least 30 days before this effective date of such
49 termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken
50 with the prior approval of the Grantee. In the event of any termination for convenience, all finished or
51 unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material
52 prepared by the Sub-recipient under this Agreement shall at the option of the Grantee, become the
53 property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable
54 compensation for any satisfactory work completed on such documents or materials prior to the
55 termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Sub recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said Agreement funds until such time as the Sub recipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Internal Controls

The Sub-recipient agrees to comply with 2 CFR Part 200.203 and maintain effective internal controls over the funds awarded herein.

3. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- ❖ Records providing a full description of each activity undertaken
- ❖ Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- ❖ Records required to determine the eligibility of activities
- ❖ Records required to document the acquisition, improvement, use or disposition of sale property acquired or improved with CDBG assistance
- ❖ Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- ❖ Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200 Subpart D
- ❖ Other records necessary to document compliance with Subpart K of 24 CFR 570

2. Retention

The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years from the date of submission of the final expenditure report for activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiation or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such record must be retained until completion of the actions and resolution of all issues, or the expiration of the three year period, whichever occurs later.

1 **3. Client Data**

2 The Sub-recipient shall maintain client data demonstrating client eligibility for services provided.
3 Such data shall include, but not be limited to, client name, address, income level, race, sex, elderly,
4 head of household, family size, or other basis for determining eligibility, and description of service
5 provided. Such information shall be made available to Grantee monitors or their designees for
6 review upon request.
7

8
9 **4. Disclosure**

10 The Sub-recipient understands that client information collected under this Agreement is private and
11 the use of disclosure of such information, when not directly connected with the administration of
12 the Grantee's or Sub-recipient's responsibilities with respect to services provided under this
13 Agreement, is prohibited unless written consent is obtained from such person receiving service
14 and, in the case of a minor, that of a responsible parent/guardian.
15

16 **5. Property Records**

17 The Sub-recipient shall maintain real property inventory records, which clearly identify properties
18 purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall
19 conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as
20 applicable.
21

22 **6. Close outs**

23 The Sub-recipient's obligation to the Grantee shall not end until all closeout requirements are
24 completed. Activities during this closeout period shall include, but are not limited to making final
25 payments, disposing of program assets (including the return of all unused materials, equipment,
26 unspent cash advances, program income balances, and accounts receivable to the Grantee), and
27 determining the custodianship of records.
28

29 **7. Audit & Inspections**

30 All Sub-recipient records with respect to any matters covered by this Agreement shall be made
31 available to the Grantee, grantor agency, their designees or the Federal Government, at any time
32 during normal business hours, as often as the Grantee or grantor agency deems necessary, to
33 audit, examine, and make excerpts or transcripts of all relevant data.
34

35 Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days
36 after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit
37 requirements will constitute a violation of this Agreement and may result in the withholding of future
38 payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in
39 accordance with current Grantee policy concerning sub recipient audits and, as applicable, 2 CFR
40 Part 200 subpart F.
41

42 **C. Reporting and Payment Procedures**

43 **1. Program Income**

44 The Sub-recipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by
45 activities carried out with CDBG funds made available under this Agreement. The use of program
46 income by the Sub recipient shall comply with the requirements set forth at 24 CFR 570.504. By
47 way of further limitations, the Sub-recipient may use such income during the Agreement period for
48 activities permitted under this Agreement and shall reduce requests for additional funds by the
49 amount of any such program income balance on hand. All unused program income shall be
50 returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances
51 from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
52
53

54 **2. Indirect costs**

55 If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for
56 determining the appropriate Sub-recipient's share of administrative costs and shall submit such

plan to the Grantee for approval, in a form specified by the Grantee. The indirect cost allocation method shall comply with 2 CFR Part 200 Appendix IV – Indirect (F & A) Costs Identification and Assignment, and Rate Determination for Non-profit Organization or [Appendix V to Part 200](#)—State/Local Government-wide Central Service Cost Allocation Plans, as applicable.

3. Payment Procedure

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Report

The Sub-recipient shall submit Quarterly Progress Reports to the Grantee in the form as provided in Appendix B or as otherwise specified by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient must establish written procurement procedures, shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. All procurement must comply with 2 CFR Part 200 Subpart D.

- a. Sub-recipients must avoid purchasing unnecessary items
- b. Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government
- c. Solicitations for goods and services provide for all of the following:
 1. A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
 2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
 3. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 4. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.
 5. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
 6. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.
- d. Positive efforts shall be made by recipients to utilize small businesses, minority-owned companies and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
 1. Ensure that small businesses, minority-owned companies and women's business enterprises are used to the fullest extent practicable.
 2. Make information on forthcoming opportunities available and arrange time frames for

- purchases and contracts to encourage and facilitate participation by small businesses, minority-owned companies and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned companies and women's business enterprises.
 4. Encourage contracting with consortiums of small businesses, minority-owned companies and women's business enterprises when a contract is too large for one of these firms to handle individually.
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the US Department of Commerce Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned companies and women's business enterprises.

- e. The type of procuring instruments used (e.g. fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.
- f. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources.

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

- g. Sub-recipients shall, on request, make available for the Federal awarding agency and Fulton County, pre-award review and procurement documents, such as requests for proposals or invitation for bids, independent cost estimates, etc., when any of the following conditions apply:
 1. A sub-recipient's procurement procedures or operation fails to comply with the procurement standards in HUD's implementation of 2 CFR Part 200 Subpart D.
 2. The procurement is expected to exceed \$10,000 or the small purchase threshold fixed at 41 U.S.C. 403 (11), whichever is greater, and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 3. The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
 4. The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.
 5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
- h. Sub-recipient shall comply with 2 CFR 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

The sub-recipient shall obtain written approval from the Grantee for any travel outside the State of Georgia with funds provided under this Agreement.

4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.
- b. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as Grantee deems appropriate. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer time as the Grantee deems appropriate.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

IX. Relocation, Real Property Acquisition and One-for-One Housing Replacement

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies.

The sub recipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

1
2 **X. Personnel and Participant Conditions**
3

4 **A. Civil Rights**
5

6 **1. Compliance**

7 The Sub-recipient agrees to comply with the State of Georgia and with Title VI of the Civil Rights
8 Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and
9 Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section
10 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age
11 Discrimination Act of 1975, Executive order 11063 and with Executive Order 11246 as amended
12 by Executive Order 11375 and 12086.
13

14
15 **2. Nondiscrimination**

16 The Sub-recipient will not discriminate against any employee or applicant for employment because
17 of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,
18 marital/familial statuses with regard to public assistance. The Sub recipient will take affirmative
19 actions to ensure that all employment practices are free from such discrimination. Such
20 employment practices include but not limited to the following: hiring, upgrading, demotion, transfer,
21 recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of
22 compensation, and selection for training, including apprenticeship. The Sub-recipient agrees to
23 post in conspicuous places, available to employees and applicants for employment, notices to be
24 provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

25 **3. Land Covenants**

26 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-
27 352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired,
28 cleared or improved with assistance provided under this Agreement, the Sub-recipient shall cause
29 or require a covenant running with the land to be inserted in the deed or lease for such transfer,
30 prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy
31 of such land, or in any improvements erected or to be erected thereon, providing that the Grantee
32 and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-
33 recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take
34 such measures as are necessary to enforce such covenant and will not itself so discriminate.
35

36 **4. Section 504**

37 The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance
38 with Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 706), which prohibits discrimination
39 against the handicapped in any Federal assisted program. The Grantee shall provide the Sub
40 recipient with any guidelines necessary for compliance with that portion of the regulations in force
41 during the term of this Agreement.
42

43 **5. Fair Housing**

44 The Sub-recipient agrees to comply with Public Law 90-284, which is the Fair Housing Act (42
45 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of
46 Housing and Urban Development requires that grantees administer all programs and activities
47 related to housing and community development in a manner to affirmatively further the policies of
48 the Fair Housing Act.
49

50 The Sub-recipient agrees to take all actions necessary to assure compliance with the Fair Housing
51 Act, and affirmatively further fair housing. The Sub-Recipient also agrees to affirmatively further
52 fair housing within its own jurisdiction and support Fulton County's actions to comply with the
53 County's fair housing certification. This provision is required because noncompliance by a unit of
54 general local government included in an urban county may constitute noncompliance by the
55 grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial

actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- a. an alien lawfully admitted for permanent residence as an immigrant ... excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- b. an alien who ... is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- c. an alien who has qualified ... [as a refugee or asylee];
- d. an alien who is lawfully present in the United States as a result of an exercise [of the Attorney General's parole authority] ...;
- e. an alien within the United States as to whom the Attorney General has withheld deportation [on the basis of prospective persecution] ...; or
- f. an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. WBE/MBE

The Sub-recipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members of women.

For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to

employees and applicants for employment.

5. EEO/AA Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The sub-recipient will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by references, so that such provision will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restriction

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient shall maintain documents which shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of 2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 20 CFR Parts 1,3, 5, and 7 governing the payment of wages and ratio apprentices and trainees are imposed by state or local law, nothing hereunder is intended in full, in all such contracts subject to such regulations, provisions meeting the requirement of this paragraph.

The Sub-recipient shall be prohibited from the use of debarred, suspended or ineligible contractors or subcontractors. The requirements set forth in 24 CFR part 5 apply to this program.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance under this Agreement and binding upon the Grantee, the Sub-recipient and any of the Sub recipients sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipients and any of the sub- recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is project assisted under a program providing

1 direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of
2 the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. Section 3 requires
3 that to the greatest extent feasible opportunities for training and employment be given to low
4 and very low income. Residents of the project area and contracts for work in connection with
5 the project be awarded to business concerns that provide economic opportunities for low and
6 very low-income persons residing in the community in which the project is located.”
7

8 The Sub-recipient further agrees to ensure that opportunities for training and employment
9 arising in connection with a housing rehabilitation (including reduction and abatement of lead
10 based paint hazards), housing construction, or other public construction projects are given to
11 low and very low income persons residing within the area in which the CDBG funded project is
12 located; where feasible, priority should be given to low and very low income persons within the
13 service area of the project or the neighborhood in which the project is located, and to low and
14 very low income participants in other HUD programs; and award contracts for work undertaken
15 in connection with a housing rehabilitation (including reduction and abatement of lead based
16 paint hazards) housing construction, or other public construction projects are given to business
17 concerns that provide economic opportunities for low and very low income persons residing
18 within the municipality in which the CDBG funded project is located where feasible, priority
19 should be given to business concerns which provide economic opportunities to low and very low
20 income residents within the service area or the neighborhood in which the project is located, and
21 to low and very low income participants in other HUD programs.

22 The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which
23 would prevent compliance with these requirements.

24 **b. Notifications**

25 The Sub-recipient agrees to send to each labor organization or representative of workers with
26 which it has a collective bargaining agreement or other contract or understanding, if any, a notice
27 advising said labor organization or worker's representative of this commitment under this
28 Section 3 clause and shall post copies of the notice in conspicuous places available to
29 employees and applicants for employment of training.
30

31 **c. Subcontracts**

32 The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate
33 action pursuant to the subcontract upon finding that the subcontractor is in violation of
34 regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity
35 where it has notice or knowledge that the latter has found in violation of regulations under 24
36 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary
37 statement of ability to comply with the requirements of these regulations.
38

39 **d. Compliance with Fulton County Section 3 Plan**

40 The Sub-recipient agrees to comply with the provisions of the Fulton County Section 3 Plan
41 attached as Exhibit F.
42

43 **D. Conduct**

44 **1. Assignability**

45 The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written
46 consent of the Grantee thereto; provided, however, that claims for money due or to become due to
47 the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust
48 company, or other financial institution without such approval. Notice of any such assignment or
49 transfer shall be furnished promptly to the Grantee.
50
51
52
53
54

2. Subcontracts

a. Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individuals in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded of a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no fund provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The sub-recipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Sub-recipient further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Sub recipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub recipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Sub-recipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

c. It will require that the language of paragraph (d) of this certification be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

d. **Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Religious Organization

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization is in accordance with the Federal regulations specified in 24 CFR 570.200(j).

E. Code of Conduct

The sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the company selected for an award.

The officers, employees, and agents of the sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, sub-recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the sub-recipient.

XI. ENVIRONMENTAL CONDITIONS

The Sub-recipient shall carry out the project in compliance with all Federal laws and regulations, except that

1 the sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR
2 570.604 and the sub recipient does not assume the recipient's responsibility for initiating the review process
3 under the provisions of 24 CFR.
4
5
6

7 **A. Air and Water**

8 The Sub recipient agrees to comply with the following requirements insofar as they apply to the
9 performance of this Agreement:
10

- 11 1. Clean Air Act, 42 U.S.C., 7401, et seq.
- 12 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et set, as amended, 1318
13 relating to inspection, monitoring, entry, reports, and information, as well as, other requirements
14 specified in said Section 114 and Section 308, as all regulations and guidelines issued
15 hereunder.
- 16 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended
17

18 **B. Flood Disaster Protection**

19 In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the
20 Sub recipient shall assure that for activities located in an area identified by FEMA as having special
21 flood hazards, flood insurance under the national Flood Insurance Program is obtained and maintained
22 a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
23

24 **C. Lead-Based Paint**

25 The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance
26 provided under this Agreement shall be subject to HUD Lead Based Paint Regulations at 24 CFR
27 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that
28 all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified
29 that such properties may include lead-based paint. Such notifications should point out the hazards of
30 lead-based paint and explain the symptoms, treatment and precautions that should be taken when
31 dealing with lead-based paint poisoning and the advisability of blood lead level screening for children
32 under seven. The notice should also point out that if lead-based paint is found on the property,
33 abatement measures may be taken.
34

35 **D. Historic Preservation**

36 The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National
37 Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR,
38 Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties,
39 insofar as they apply to the performance of this Agreement.

40 In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation
41 and demolition of historic properties that are fifty years old or older that are included on a Federal, State
42 or local historic property list.
43

44 **E. Architectural Barriers Act of 1968 and Americans with Disabilities Act**

45 The Sub-recipient agrees to comply with the requirements of the Architectural Barriers Act of 1968 and
46 the Americans with Disabilities Act of 2008 in the design or alteration of any property improved with
47 funds provided hereunder. These standards ensure accessibility to, and use by, physically
48 handicapped people.
49

50 F.E.O. 12373 – Interagency Review

51 The Sub-recipient agrees to comply with E.O. 12373 Interagency Review which applies to the CDBG
52 Program only when funds will be used for the planning or construction (reconstruction or installation) of water
53 or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include
54 water and sewer lines connecting a structure to the lines in the public right-of-way or easement.
55
56

1
2 **XII. SEVERABILITY**
3

4 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected
5 thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
6

7 ***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

IN WITNESS HEREOF, the parties hereunto have set their hands and seal.

CITY OF ALPHARETTA, GEORGIA

FULTON COUNTY, GEORGIA

Jim Gilvin, Mayor
City of Alpharetta

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Chris Lagerbloom
City Administrator

ATTEST

ATTEST

Lauren Shapiro
City Clerk

Tonya Grier, Clerk to the Commission

DATE:

DATE:

SEAL:

SEAL:

APPROVED AS TO CONTENT:

Stanley Wilson, Director
Department of Community Development

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Molly Esswein, City Attorney

Office of the County Attorney

DATE:

DATE:

Fulton County Community Development Block Grant Program
ATTACHMENT A- Project Description
City of Alpharetta: Adult Day/DA Accessibility Improvements

The ADA Parking Improvements at Alpharetta Adult Activity Center project entails the expansion of ADA-accessible parking capacity, for handicap barrier removal, as well as improvement of ADA accessibility facilities and accouterments, and the barrier removal and rehabilitation of parking facilities. The Alpharetta Adult Activity Center is a facility providing recreation, socialization, and educational programming for senior adults (50+ years of age) in Alpharetta and adjacent North Fulton Communities.

The facility was constructed in 1988 and draws over 27,000 participants (average age 65-72) annually, who engage in age and ability-appropriate activities five days a week, year-round. The parking area is shared with an adjoining 12-court pickleball center estimated to attract over 4,000 participants of all ages annually. The high usage of the facilities places a strain on parking and leads to rapid deterioration of the parking lots. As the local population ages, we are seeing an increasing need for ADA-accessible parking, and improvements to the parking area are needed to ensure that it is safe and easily accessible for our older population. The proposed project consists of the following:

1. Redesign of the parking facilities to expand ADA-accessible parking
2. Site demolition and grading, including curb, gutter, and sidewalks/walkways to reduce slope/improve accessibility
3. Mill existing asphalt where full demolition is not necessary
4. Inlay asphalt and install new curbs, gutters, and sidewalks
5. Additional items: survey; storm structure modification; removal, re-installation of existing wheel stops; new wheel stop purchase and installation; striping; bonds; and insurance

Fulton County Community Development Block Grant Program
ATTACHMENT B: Project Implementation Schedule
City of Alpharetta: Adult Day-ADA Accessibility Improvements

PROJECT ACTIVITY	TASK	TARGET DATE
Environmental Review	Completion of Environmental Assessments, submittal, review, and approval	Complete on 12/8/2023
Board of Commissioners Approval	Board of Commissioners Approve 2024 Annual Action Plan	6/6/2024
Board of Commissioners Approval	Board of Commissioners Approve Contract Agreement	12/18/2024
Award Letter	GY 2024 CDBG to City of Alpharetta	1/8/2025
Mayor Council Approval of Alpharetta Contract	Next Calendar for Mayor Council Approval	7/14/2025
Fulton County Alpharetta Contract	Contract Route for Execution	July 2025
Fulton County Notice to Proceed	Project Notice to Proceed to City of Alpharetta	July 2025
Request for Proposals for Invitation to Bid/Received Quotes from Contractors Architects/Engineers/Consultants	Following CDBG procurement standards, the City shall perform a cost or price analysis for each procurement activity undertaken with Federal funds to include a comparison of price quotations submitted, market prices, and similar indicators, together with discounts. The City shall maintain procurement records and files for all purchases made with Federal funds, to include Basis for bidder/offeror selection; Justification for lack of competition when bids or offers are not obtained; and basis for the award cost or price.	August 2025
Selection of Contractors Architects/Engineers/Consultants by City	Mayor Council Approval/ Award for Services to most responsible bidder.	August 2025
Notice to Proceed to Contractor	City of Alpharetta Notice to Proceed to Contractor/Award Conference/ Contract Execution	August 2025
Contract Provisions	The City of Alpharetta shall maintain a system of contract administration to ensure contractor conformance with the terms, conditions, and specifications of the contract and to ensure adequately and timely follow up of all procurement activities and purchases. The agency will evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.	On Going
Design Phase by Contract Engineer	Design/Specifications	Complete
Project Construction	Subrecipient shall complete project activities in compliance w/ Federal Requirements to include timely emailed weekly submittals, as applicable, of Davis Bacon, Certified Payrolls in accordance with current State Wage Rates & other HUD requirements as well as reimbursement schedule according to project timely progression. Project delays shall be communicated in writing immediately to CDBG Community Development Specialist & CDBG Community Development Manager. Weekly virtual project updates are required as well as on going site visits w/ Fulton County CDBG Community Development Specialist.	August September October 2025
Project Completion	Submission of project close out documentation and Year End Report shall be provided for close out HUD compliance monitoring to Fulton County CD Specialist/Project Manager.	4 th Quarter 2025

Fulton County Community Development Block Grant Program
ATTACHMENT C: PROJECT BUDGET
City of Alpharetta: Adult Day-ADA Accessibility Improvements

PROJECT DELIVERY OPERATING BUDGET

PROJECT EXPENSES	PROJECTED DATE	CDBG	CITY
Construction Cost (Labor, Equipment/Supplies, Permits, Demolition, etc.)	August – October 2025	\$110,000.00	\$257,359.00
Consultant Fees			
Total for Grant Award Year 2024 Award		\$110,000	

REIMBURSEMENT EXPENDITURE SCHEDULE

Municipality Expenses	Reimbursement Projections	Submission Date
• Design & Construction Costs	\$25,000.00	3 rd Quarter
Construction Costs Labor/Materials ADA Parking	\$45,000.00	3 rd Quarter
Construction Costs Site work and mobilization	\$40,000.00	3 rd Quarter
TOTAL EXPENSES	\$110,000.00	

Note: An updated project budget and reimbursement schedule shall be provided upon City of Alpharetta's Contractor selection. Ongoing invoices shall be submitted weekly by the 3rd business day by the following week for work performed during the previous week in accordance with this agreement.

Fulton County Community Development Block Grant Program
ATTACHMENT D:
City of Alpharetta – Alpharetta Adult Activity Center – ADA Parking Improvements
Quarterly Performance Report

Municipality: City of Alpharetta CDBG Funding Year: 2024

Project Name: Alpharetta Adult Activity Center – ADA Parking Improvements

Administering Department: City of Alpharetta

Reporting Period From: _____ To: _____

I. *Project Status:*

CDBG allocation amount: \$110,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Contract Amounts: \$ _____

CDBG Amount: \$ _____

Has CDBG spending occurred for this project?

☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of drawdowns within reporting period: _____

Total amount of drawdowns to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. *Narrative Description of Project Progress (attach additional sheets as necessary):*

III. *Project Issues, Considerations, or Problems (attach additional sheets as necessary):*

HUD INCOME LIMITS SUMMARY as of June 1, 2025								
	Persons in Family							
	1	2	3	4	5	6	7	8
Very Low (50%)	\$40,000	\$45,700	\$51,400	\$57,100	\$61,700	\$66,250	\$70,850	\$75,400
Extremely Low Income (30%)	\$24,000	\$27,400	\$30,850	\$34,250	\$37,650	\$43,150	\$48,650	\$54,150
Low Income (80%)	\$63,950	\$73,100	\$82,250	\$91,350	\$98,700	\$106,000	\$113,300	\$120,600

FY 2025 Income Limit Category	Jan 1st – March 31st	April 1st – June 30 th	July 1st – Sept 30 th	Oct 1st – Dec 31 st
Very Low (50%)				
Extremely Low Income (30%)				
Low Income (80%)				
Totals				

BENEFICIARY DEMOGRAPHICS

Quarter	Jan 1st – March 31 st		April 1 st – June 30 th		July 1 st – Sept 30 th		Oct 1 st – Dec 31 st	
Race Categories	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity	Number Served	of Hispanic Ethnicity
American Indian or Alaska Native								
American Indian or Alaska Native & Black or African American								
American Indian or Alaska Native & White								
Asian								
Asian and White								
Black or African American								
Black or African American & White								
Native Hawaiian or Other Pacific Islander								

Other Multi Racial								
White								
TOTAL								

3. NEW/CONTINUING OR IMPROVED SERVICE OR BENEFIT

Of the total number of persons assisted and represented above, enter the number of those persons that received a NEW or Continued Access to the service or benefit provided by the CDBG funded activity	
Of the total number of persons assisted and represented above, enter the number of those persons that received IMPROVED ACCESS to the service or benefit provided by the CDBG funded activity	
TOTAL	

4. LEVERAGED FUNDS: Provide the amount of money leveraged from other federal, state, local, and private sources to carry out this program. List here.

Cumulative amount of funds leveraged this this reporting period that supported this CDBG funded activity	Enter Total Amount Here:

**Prepared by
Municipality:**

Name and Title

Date: _____

Signature

Title: _____

**Approved by
Municipality:**

Name and Title

Date: _____

Signature

Title: _____

Quarterly Report Reviewed by Fulton County CDBG CD Specialist:

CD Specialist/ Project Manager Signature

Date: _____

Approved by Fulton County CD Manager

CD Manager Signature

Date: _____

Fulton County Community Development Block Grant Program

ATTACHMENT D1: Year End Performance Report

Municipality: City of Alpharetta

CDBG Funding Year: 2024

Project Name: Alpharetta Adult Activity Center – ADA Parking Improvements

Administering Department: City of Alpharetta

Reporting Period From: _____ To: _____

I. **Project Status:**

CDBG allocation amount: \$110,000

Number of Contracts Awarded: _____ (If contract was awarded this reporting period, attach a copy of the fully executed contract).

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Contract Amounts: \$ _____ CDBG Amount: \$ _____

Has CDBG spending occurred for this project? ☐ Yes ☐ No

(If payments have been made toward contracts with CDBG funds, attach up-to-date expenditure and revenue account printouts or similar official financial report)

CDBG project fund balance: \$ _____

Agency's Local Match project fund balance: \$ _____

Date of Construction start-up: _____

Date of Notice to Proceed (if different): _____

Number of days worked on project: _____

Percentage (%) of project complete: _____ %

Percentage (%) of CDBG funds spent: _____ %

Number of employees/workers on the job site: _____

Number of subcontractors on site: _____

Number of subcontractor's employees on site: _____

Wage decision or modification in use: _____

Number of submitted payrolls within reporting period: _____

Number of drawdowns within reporting period: _____

Total amount of drawdowns to date: \$ _____

CDBG remaining balance: \$ _____

Anticipated project completion date: _____

II. **Narrative Description of Project Progress (attach additional sheets as necessary):**

III. **Project Issues, Considerations, or Problems (attach additional sheets as necessary):**

Did the Contractor / Subcontractor hire new employees to complete the construction job? If so how many and if any how many were local Section 3 residents? (Section 3 residents: Local/ area residents who are of Low- and Very Low Income who were hired by the Contractor / Subcontractor specifically to work on this construction job.)

A	B	C	D	E	F
Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of new hires that are Section 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
Other (List):					
Total:					
* Program Codes 1 = Flexible Subsidy 2 = Section 202/811	3 = Public/Indian Housing A = Development B = Operation C = Modernization		4 = Homeless Assistance 5 = HOME 6 = HOME State/Administered 7 = CDBG Entitlement	8 = CDBG State Administered 9 = Other CD Programs 10 = Other Housing Programs	

Description of Scope of Work: Provide a complete description of the actual activity undertaken including 1) what products or services were performed, 2) where they were provided, 3) for whom they were provided, and 4) how they were provided.

Description of Specific use of CDBG funds: Provide a summary of what expenses the CDBG funds were utilized to support the activity listed above.

Income Benefit: Complete the following statement.

It is documented that _____ unduplicated low-moderate income clients/participants were served over the course of the January – December of this grant award. Of those served, _____ clients/participants had household income levels at the 0-30% area median income (AMI) level; _____ clients/participants had household income levels at the 31-50% area median income (AMI) level; _____, and clients/participants had household income levels at the 51-80% area median income (AMI) level.

Anticipated Accomplishments: _____
 Actual Accomplishment: _____
 Total Number of Beneficiaries: _____
 Zip Code of Project Location: _____

Census Tract(s) and Block Groups Impacted: _____

Commission District(s) Impacted: ☐ District 1 ☐ District 2 ☐ District 3
☐ District 4 ☐ District 5 ☐ District 6

Outcome Measurement System: Check the box which identifies the best generalized Outcome Statement for the activity funded by the Fulton County Community Development Block Grant.

	<u>Outcome1:</u> Availability/Accessibility	<u>Outcome 2:</u> Affordability	<u>Outcome 3:</u> Sustainability
<u>Objective #1:</u> Suitable Living Environment	☐ Accessibility for the purpose of creating Suitable Living Environments	☐ Affordability for the purpose of creating Suitable Living Environments	☐ Sustainability for the purpose of creating Suitable Living Environments
<u>Objective #2:</u> Decent Housing	☐ Accessibility for the purpose of providing Decent Housing	☐ Affordability for the purpose of providing Decent Housing	☐ Sustainability for the purpose of providing Decent Housing
<u>Objective #3:</u> Economic Opportunity	☐ Accessibility for the purpose of creating Economic Opportunities	☐ Affordability for the purpose of creating Economic Opportunities	☐ Sustainability for the purpose of creating Economic Opportunities

Prepared by Municipality: _____ **Date:** _____

Name and Title

Signature Title: _____

Approved by Municipality: _____ **Date:** _____

Name and Title

Signature Title: _____

Year End Report Reviewed by CDBG CD Specialist:

CD Specialist/Project Manager Date: _____

Approved by Fulton County CD Manager

CD Manager Signature Date: _____

Exhibit A

Sub-recipient Monitoring Fulton County Community Development Block Grant Sub-recipient Monitoring

Fulton County must meet the requirements for record keeping set by the U.S. Department of Housing and Urban Development. To do so, we have to standardize the type of data collected from all agencies that receive federal CDBG funds.

The CDBG Program is mandated to service lower income persons. Each funded program or activity is designed to provide a service or facility that enhances the quality of life for our residents. To demonstrate that persons of lower income are the beneficiaries of the programs and to satisfy other record keeping requirements, we must collect data on persons who utilize services at each agency.

- Those agencies that do an intake of clients to determine eligibility must provide information on the income of those beneficiaries by family size as well as race and ethnicity and number of female head of households.
- Those agencies that provide services that must document that not less than 51% of persons served must also provide information on income, race and ethnicity and female head of households.
- Those agencies eligible to provide services based on the Census Tract area that is served, must still provide data on the beneficiaries by race and ethnicity. If you do not do a daily census or intake, estimate the total number served by race and ethnicity based on your client contact.
- Agencies who serve groups presumed to be lower income (elderly, abused women, homeless), must also provide data on total numbers serviced, race and ethnicity.

If you administer more than one program using federal funds, please report on the unduplicated total for all programs.

In addition to the above, we need a brief statement as to how the accomplishments for the period meet the objectives outlined in your sub-recipient agreement with the County.

EXHIBIT B
SUB-RECIPIENT MONITORING PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Fulton County
CDBG PROGRAM ANNUAL MONITORING PLAN

This plan represents Fulton County strategy for overseeing the activities of entities that carry out CDBG assisted activities. This plan will identify:

- The organizations to be monitored
- The issues to be explored and the methodology to be utilized in conducting the monitoring
- The schedule to be followed in conducting the monitoring
- Identification of the specific staff members of the County's Planning Department who will assume responsibility for monitoring
- The follow up measures to be followed in communicating the results of the monitoring to affected organizations and the methods that will be utilized to obtain feedback from affected organizations

The County will conduct an **external** monitoring to review the activities of its sub-recipients.

In addition, the County will conduct an **internal** monitoring to review certain CDBG activities being carried out by County departments and agencies, when such activities are undertaken.

The purpose of the County's monitoring efforts is:

1. to identify and correct issues that prevent the County from achieving full compliance with the regulatory requirements of the CDBG Program and other Federal requirements *before* deficiencies lead to HUD monitoring findings, and
2. to learn more about the strengths and weaknesses of the various organizations that play a role in the County's CDBG program and to use this knowledge as the basis for structuring future CDBG activities.

The monitoring plan appears on the chart that follows this page. The County of Fulton County will update this monitoring plan annually.

GENERAL POLICY FOR CDBG MONITORING

The Fulton County will conduct on-site (external) monitoring for all active CDBG activities carried out by sub-recipients at least annually.

The County will also conduct an internal monitoring evaluation of CDBG activities carried out by County staff if such activities are selected. In addition, the County will conduct an annual monitoring evaluation of its CDBG administrative processes.

PROCESS FOR NOTIFYING SUB-RECIPIENTS OF SCHEDULED MONITORING REVIEWS

The County will notify sub-recipients by mail of the time and date for their scheduled monitoring visit. In addition, sub-recipients will be notified of the program areas to be evaluated. The County's notification will include a list of documentation to be made available and the key staff of the organization that need to be present during the monitoring visit. Notification will be provided approximately four weeks prior to the scheduled visit.

DETERMINING THE PROGRAM AREAS TO BE INCLUDED IN ANNUAL MONITORING

For all internal activities and sub-recipient (external) activities, the County will conduct a full evaluation that includes all program areas. These reviews will involve an evaluation of eligibility, statutory objective compliance, accomplishments, timeliness, financial management, and other federal requirements.

COMPLIANCE CHECKLISTS

The County will utilize the CDBG monitoring checklist attached to this plan.

SITE VISIT PROCEDURES

When conducting an on-site visit, the County will:

1. Conduct an entrance interview with key staff involved in conducting the activity.
2. Review all pertinent sub-recipient files, including any third-party contractor files, for necessary documentation.
3. Interview appropriate officials and employees of the sub-recipient organization, third party contractor staff, program clientele, and interested citizens, to discuss the sub-recipient's performance.
4. A fiscal officer of the County will conduct an on-site monitoring of each sub-recipient's financial management system.
5. Visit the project site(s) or a sampling of the projects being conducted.
6. Discuss with the sub-recipient any discrepancies resulting from the review of files, interviews, and site visits.
7. Conduct an exit interview with the appropriate officials and/or staff of the sub-recipient organization to discuss the findings of the monitoring visit.

MONITORING RESULTS

An official letter reporting the results of the monitoring visit will be sent to the authorized agency official (Director) within 30 days of the monitoring visit. A copy of the letter will also be provided to the chairperson of the agency's governing board.

This letter will generally contain the following information:

1. Name of the activity monitored
2. Date(s) of monitoring visit
3. Names of the department staff who conducted the monitoring visit
4. Scope of the monitoring visit
5. Names of agency officials and staff involved in the monitoring visit
6. Findings and results of the monitoring visit, with both positive and negative, supported by facts considered in reaching the conclusions
7. Specific recommendations or corrective actions to be taken by the sub-recipient
8. Time frame for completion of necessary action(s)
9. If appropriate, an offer of technical assistance

FOLLOW UP ACTION

If concerns or findings identified during the monitoring visit require corrective action by the sub-recipient, those actions must be completed by the sub-recipient within the time frame mandated in the monitoring letter.

In the event that the sub-recipient fails to meet a target date for making required actions, a written request for response will be sent to the authorized agency official and board chairperson.

If a sub-recipient has not sufficiently responded within 30 days from the date the corrective actions were to be made, further payments to the sub-recipient will be withheld until the sub-recipient submits the required responses and/or take the required corrective actions and those responses or actions are determined to be acceptable. If responses or corrective actions are determined to be unacceptable, funds will continue to be withheld until satisfactory actions are taken.

RESOLVING MONITORING FINDINGS

When reviews of all documents of corrective actions taken by the sub-recipient indicate that the identified concerns or findings have been corrected to the satisfaction of the County, a letter will be mailed to the authorized official of the sub-recipient and the chairperson of the governing board stating that the findings are resolved.

FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CDBG Sub-recipient Monitoring Checklist

A. GENERAL INFORMATION

1.	Name of sub-recipient:	
2.	Address of sub-recipient:	
3.	Telephone:	
4.	Email:	
5.	Name(s) of sub-recipient staff interviewed	
6.	Date of most recent monitoring:	
7.	Today's date:	

B. PROJECT INFORMATION

1. Sub-recipient activity being monitored (complete a separate checklist for each activity.)

CDBG Program Year Funding	Project No.	Project Description	Amount of CDBG funds budgeted for this activity

2. Eligibility

a.	Type of eligible activity:
b.	Regulatory citation:
c.	If this is a public service activity:
	New activity
	Quantifiable increase in an existing public service (describe documentation)

3.	National Objective (check all that apply)	
	☐ Low/moderate-income benefit:	
	Area benefit (not applicable to Public Services)	
	Presumed benefit (check applicable boxes below)	
	Abused children	Battered spouses
	Elderly persons	Severely disabled adults (use census population report definition)
	Homeless persons	Illiterate adults
	Persons living with AIDS	Migrant farm workers
	Limited clientele	
	Family size and income (income surveys)	
	Nature and location of activity	
	☐ Prevention and elimination of slums and blight	
	a.	National objective justification (describe):
	b.	National objective file documentation reviewed during monitoring visit (describe):
	c.	National objective regulatory citation:
4.	How does the sub-recipient verify actual beneficiaries of the project?	
5.	Performance benchmarks as stated in written agreement:	
6.	Project accomplishments to date (describe):	
7.	Amount of CDBG funds financially obligated by sub-recipient:	\$
8.	Amount of CDBG funds expended by sub-recipient:	\$
9.	Amount of CDBG funds that remain unexpended for this activity:	\$
10.	Performance assessment (describe timeliness, outcomes, quality aspects of project, the success of the project in terms of achieving the stated objective of the activity and whether actual performance is consistent with the terms of the written agreement.)	

11.	Based on the performance assessment in #9, describe any special measures required in order to bring this activity to a timely and successful conclusion.
12.	Describe any relevant training or technical assistance received by the sub-recipient during the past year.
13.	Does the sub-recipient provide adequate documentation in support of requests for payment of CDBG funds? ☐ Yes ☐ No If no, explain.
14.	During the past year, has the sub-recipient's payment requests been reasonable in relation to actual performance? ☐ Yes ☐ No If no, explain.
15.	Does the written agreement require the sub-recipient to submit written Sub-recipient Performance Reports to the County? ☐ Yes ☐ No
16.	If the answer to #14 is "yes", are the sub-recipient's written reports:
	a. Being submitted to the County in a timely manner? ☐ Yes ☐ No
	b. Adequate in terms of the level of detail? ☐ Yes ☐ No
17.	Has the County encountered any difficulty in obtaining information from the sub-recipient in support of the County's CAPER? ☐ Yes ☐ No If yes, explain.
18.	Are the recordkeeping requirements of the CDBG regulations being followed:
	a. Eligibility documentation? ☐ Yes ☐ No
	b. National objective documentation ☐ Yes ☐ No
19.	Has program income been generated by sub-recipient activities? ☐ Yes ☐ No If so, what is the process for tracking, reporting, and using program income?
	Is the use of program income consistent with the terms of the written agreement?

	☐ Yes ☐ No								
20.	Has any portion of the sub-recipient's administrative assignment been contracted out to other parties? ☐ Yes ☐ No								
21.	What sub-recipient staff members have responsibility for administering the project? 								
22.	Is there any evidence of conflict of interest? ☐ Yes ☐ No								
NOTE: MONITORING QUESTIONS #23 THROUGH #35 TO BE COMPLETED BY THE CDBG FISCAL OFFICER.									
23.	Are financial records kept in accordance with CDBG administrative requirements?								
a.	Is the financial management system in compliance with 2 CFR Part 200 Subpart D?								
(1)	Retention Requirements (200.333) ☐ Yes ☐ No								
(2)	Requests for Transfer of Records (200.334) ☐ Yes ☐ No								
(3)	Methods for collection, transmission and storage of Information (200.335) ☐ Yes ☐ No								
(4)	Restrictions on public access to records (200.337) ☐ Yes ☐ No								
(5)	Reporting Requirements (200.327) ☐ Yes ☐ No								
(6)	Monitoring and Reporting Performance (200.328) ☐ Yes ☐ No								
(7)	Records on Source and application of funds ☐ Yes ☐ No								
(8)	Effective Control and accountability of funds, property and assets ☐ Yes ☐ No								
(9)	Comparison of expenditures with budget amounts for each Federal Grant ☐ Yes ☐ No								
(10)	Written Procedures to implement requirements of 200.305 Payment (reimbursement preferred) ☐ Yes ☐ No								
(11)	Written procedures for determining allowability of costs per Subpart E – Cost Principles ☐ Yes ☐ No								
b.	Internal controls (200.303)								
(1)	Effective internal controls (COSO)? ☐ Yes ☐ No								
(2)	Evaluates and monitors compliance with federal regulations? ☐ Yes ☐ No								
(3)	Prompt action for non-compliance? ☐ Yes ☐ No								
(4)	Safeguards to protect identifiable information designated Sensitive ☐ Yes ☐ No								
c.	(1) Audit procedures in compliance 2 CFR Part 200 Subpart F? ☐ Yes ☐ No								
	(2) Written method for resolution of audit findings? ☐ Yes ☐ No								
24.	Has the sub-recipient used CDBG funds for the retention of professional services? ☐ Yes ☐ No								
25.	If yes, what types of professional services have been retained?								
	<table border="1"> <thead> <tr> <th><u>Type of Service</u></th><th><u>Name of Contractor</u></th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	<u>Type of Service</u>	<u>Name of Contractor</u>						
<u>Type of Service</u>	<u>Name of Contractor</u>								

26.	How were professional services procured?		
27.	Has the sub-recipient used CDBG funds for the purchase of materials and/or supplies? ☐ Yes ☐ No		
28.	If yes, what types of materials and supplies have been purchased?		
	<u>Type of Materials</u>	<u>Supplier</u>	
29.	How were materials and supplies procured?		
30.	Has the sub-recipient entered into CDBG-funded construction contracts? ☐ Yes ☐ No		
	<u>Description of Project</u>	<u>Contractor</u>	<u>Contract Amount</u>
31.	Does a review of CDBG-funded construction contracts reveal the inclusion of all federal terms and conditions? ☐ Yes ☐ No		
32.	Does this activity involve a slower than expected rate of expenditure? ☐ Yes ☐ No If "yes", describe the reason for the delay:		
33.	Does the sub-recipient employ a system to adequately identify CDBG property and assets? ☐ Yes ☐ No		
34.	Does the sub-recipient have adequate internal fiscal controls as evidenced by:		
a.	Organizational chart?	☐ Yes	☐ No
b.	Written definition of duties of key employees?	☐ Yes	☐ No
c.	Formal system of authorization and supervision?	☐ Yes	☐ No
d.	Separation of duties?	☐ Yes	☐ No
e.	Staff qualifications for accounting functions?	☐ Yes	☐ No
f.	Control over access to assets, blank forms, and confidential documents? (physical control such as locking file cabinet)	☐ Yes	☐ No

	g.	Comparison of financial records to actual assets and liabilities performed	☐ Yes	☐ No
35.	Does the sub-recipient's accounting system contain the following elements:			
	a.	Chart of accounts	☐ Yes	☐ No
	b.	Cash receipts journal	☐ Yes	☐ No
	c.	Cash disbursements journal	☐ Yes	☐ No
	d.	Payroll journal	☐ Yes	☐ No
	e.	General ledger	☐ Yes	☐ No
36.	Does the sub-recipient maintain good records? ☐ Yes ☐ No			
	a.	Are journal entries approved and explained / supported?	☐ Yes	☐ No
	b.	Are posting and trial balances performed on a regular basis?	☐ Yes	☐ No
	c.	Is there fidelity bond coverage for sub-recipient officials?	☐ Yes	☐ No
37.	Are appropriate time distribution records being maintained for all sub-recipient employees on the CDBG payroll? ☐ Yes ☐ No			
38.	Based on this review, does there appear to be any significant differences between actual performance and the reported performance of the sub-recipient? ☐ Yes ☐ No			
39.	In reviewing the activities and costs charged by the sub-recipient, are there any costs that appear to be clearly unreasonable? ☐ Yes ☐ No			
	If "yes", explain:			
40.	In interviewing the sub-recipient staff, does there appear to be adequate knowledge of CDBG rules and regulations to insure compliance? ☐ Yes ☐ No			
	Describe areas of weakness:			
41.	Based on the results of the sub-recipient monitoring, the following concerns and findings are noted:			
NOTE: Findings are violations of applicable laws, regulations, or executive orders. Concerns are issues that if not corrected could lead to a future monitoring finding.				
FINDINGS:				
1.				
2.				
3.				
4.				
5.				
6.				
(ATTACH ADDITIONAL SHEETS AS NECESSARY)				

CONCERNS:	
1.	
2.	
3.	
4.	
5.	
6.	
(ATTACH ADDITIONAL SHEETS AS NECESSARY)	

Completed by: _____
Fulton County CD Specialist/Project Manager

Date: _____

Reviewed by: _____
Fulton County Community Development Manager

Date: _____

FULTON COUNTY
CDBG SUB-RECIPIENT MONITORING POLICY
Monitoring Finding / Concerns Clearance Process

Date sub-recipient notified in writing of monitoring findings and/or concerns:	
Deadline established for sub-recipient's written response to monitoring findings and/or concerns:	
Disposition of case:	
Date of all findings and/or concerns cleared by grantee:	

Fulton County Community Development Department

Fulton County Community Development Block Grant Program

EXHIBIT C: 2 CFR Part 200

The CDBG Subrecipient acknowledges the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

	Uniform Guidance Item	Response
1	Subrecipient Name	City of Alpharetta
2	Unique Entity Identifier (UEI)	GKW5HJAHNJJ2
3	Federal Award Identification	B-24-UC-13-0003
4	Federal Award Date	1/1/2024-9/1/2031
5	Subaward Period of Performance Start and End Date	Start Date: 1/1/2024 End Date: 9/1/2031
6	Amount of Federal Funds Obligated by This Action	\$110,000
7	Total Amount of Federal Funds Obligated to the Subrecipient	\$110,000
8	Total Amount of the CDBG Federal Award	\$1,254,257
9	Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	CDBG funds will be specifically used for Alpharetta Adult Activity Center – ADA Handicap Barrier Removal located at 13450 Cogburn Road, Alpharetta Georgia 30004.
10	Name of Prime awarding agency, pass-through entity and contact information for awarding official	Prime Awarding Agency: Housing and Urban Development Contact: Roxanne McIver Pass-Through Entity: Fulton County Contact: Robert L. Pitts, Chairman
11	CFDA Number and Name (identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	CFDA 14.218- Community Development Block Grants
12	Identification of R&D Status	Not applicable
13	Indirect Cost Rate for the CDBG Federal Award (including if the de minimis rate is charged)	Not applicable
14	Requirements for use of the Federal Award in accordance with statutes, terms and conditions of the Prime Award	Sub recipients are required to use funds in accordance with the federal award requirement terms and conditions.
15	Additional Requirements Imposed by the Pass-Through Entity in order for the pass-through entity to meet its obligations	Fulton County, as CDBG grantee, shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information. Fulton County shall ensure that the subrecipient submit quarterly audited financial statements and Monthly progress reports to accompany the invoices. In addition, Fulton County shall ensure that the subrecipient does not use CDBG funds to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private use.
16	Federal negotiated indirect cost rate between the subrecipient and the Federal government or a negotiated rate between the pass-through entity and the subrecipient, or a de minimis rate	Not applicable. The HUD CDBG federal award states "Do not include indirect cost rates for subrecipients."

17	Requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet federal requirements	City of Alpharetta is required to allow Fulton County or any auditors to have access to the most recent audited financial records on a quarterly basis, and weekly certified payroll for municipality projects with the project commence date.
18	Terms and conditions concerning Invoicing and closeout of the subaward	Fulton County shall make reimbursement compensation for the services described in Section 1.0 (Statement of Work) herein, during the performance of this contract, in accordance with the "Cost Reimbursement Budget" as made a part of Attachment C in the contract. Reimbursement compensation shall be submitted monthly. The County shall make payment to the Subrecipient upon conditional commitment of funds as the project is subject to Environmental Review and review of Monthly Reports and weekly certified payroll. Payment shall then be made through reimbursement of costs incurred by the Subrecipient in the performance and execution of the services under this contract. Payments shall be made timely upon the County's receipt of proper and sufficient documentation of such costs and as satisfactory to the County. The County shall have the right not to pay any request for reimbursement or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion. Documentation shall include, but not be limited to time sheets, vendors' and suppliers' invoices or vouchers, mileage logs, etc. This documentation, along with a written request for reimbursement and a statement of costs incurred shall be submitted to the attention of the assigned Community Development Specialist at the Fulton County Department of Housing and Community Development, 137 Peachtree Street, SW, Suite 300, Atlanta, GA, 30303. A minimum of one copy of the request and the statement shall be included with the submission. One copy must be accompanied by documentation supporting the eligible costs. Close out documentation, final title documentation/retainage of funds/release of liens.
19	Special monitoring procedures/requirements for subrecipient compliance	Through on-site and remote monitoring, Fulton County determines whether the Subrecipient's performance meets CDBG program requirements and assists to improve the Subrecipient's performance by providing guidance and making recommendations. Monitoring visits are conducted no less than once per contract term with a specific purpose to validate the accuracy of information presented in the program participant's performance reports. On-site and remote monitoring is also conducted to follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring, to determine compliance for those activities where there is sufficient information, to make eligibility and/or national objective determinations, and to ascertain the Subrecipient's ability to ensure that activities meet compliance requirements.

For more information on 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, please visit: <https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

Signature of Authorized Certifying Official	Applicant
X	City of Alpharetta
Title Mayor	Date



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 23, 2025

AGENDA ITEM:

First Renewal of a Professional Services Agreement Approval: Witt O'Brien's

Consideration of approval of a First Renewal of a Professional Services Agreement between Witt O'Brien's, LLC and the City for grant management services and with authorization for the Mayor to execute all necessary documents.

STAFF RECOMMENDATION:

Approve a First Renewal of a Professional Services Agreement between Witt O'Brien's, LLC and the City for grant management services and authorize the Mayor to execute all necessary documents.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: YES

TOTAL PROJECT COST: \$50,000 IS APPROPRIATED
IN THE FISCAL YEAR 2026 FOR GRANT
MANAGEMENT SERVICES.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

ITEM DESCRIPTION:

BACKGROUND INFORMATION

On October 16, 2023, the Mayor and Council approved a Cooperative Agreement for two resources to help expand the city's ability to find new grants and also more effectively manage grants, which includes: the cloud-based eCivis Grant Management Software and Witt O'Brien's Grant Consulting Services. In 2024, Council approved the renewal of both the Grants Network software and the grant consulting services with Witt O'Brien's.

Since partnering with Witt O'Brien's, the City has utilized their services in drafting and submitting Congressionally Directed Spending applications to Senator Warnock, Senator Ossoff, and Representative McCormick's Offices, reviewed, researched, and drafted potential grant applications for opportunities through the Community Development Block Grant, Georgia Outdoor Stewardship Program Grant, Energy Efficiency and Conservation Block Grant Voucher Program, ARC's Transportation Improvement Program, and private funding through GM's Main Street Grant Program.

ABOUT WITT O'BRIEN'S

Witt O'Brien's has a team of over 140 public administration professionals who have significant experience with federal funding and government grants management. Their firm has supported over 150 other state and local governments with their grant programs and all components of the grants management lifecycle, including tasks such as:

- Oversee regulatory compliance requirements and federally mandated quarterly reporting schedules using official reporting systems;
- Support budget development, including creating a streamlined 'budget summary' template to capture total proposed budget, expected annual expenditures, local cost-share requirements (if any), and other important data elements required by financial staff for system entry; and
- Provide auxiliary staffing support to augment existing staff services and skillsets.

If approved, the City would continue to use the grant management services of Witt O'Brien's through July 30, 2026.

ALTERNATIVES:

Do not approve the First Renewal of Professional Services Agreement for Witt O'Brien's to provide grant management services and seek to hire another firm, temporary employee, or full-time employee to conduct grant management services on behalf of the City.

ATTACHMENTS:

1. Alpharetta - Witt O'Brien's LLC - Renewal of PSA
2. WOB Alpharetta_ Year Progress Report
3. Witt O'Brien's LLC - Professional Services Agreement
4. Carahsoft-eCivis Grant Management Contract

FIRST RENEWAL OF PROFESSIONAL SERVICES AGREEMENT

This First Renewal of Professional Services Agreement (this "Renewal") is made as of July 30, 2025, by and between **Witt O'Brien's, LLC**, ("Consultant"), and **City of Alpharetta, Georgia** ("Client"), for the purpose of renewing that certain Professional Services Agreement between Consultant and Client dated July 30, 2024 (the "Agreement").

Consultant and Client hereby renew the Agreement under the same terms and conditions for an additional one-year Term as provided in Section 3 of the Agreement. Such additional Term shall begin on July 30, 2025, and end on July 30, 2026, unless earlier terminated in accordance with the Agreement.

Except as set forth in this Renewal, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, Consultant and Client have caused this Renewal to be executed by their duly authorized representatives.

City of Alpharetta, Georgia

Witt O'Brien's, LLC

Signature: _____

Signature: _____

Name: Jim Gilvin

Name: Cheryl Joiner

Title: Mayor

Title: Director, Contracts & Compliance

City of Alpharetta, Georgia

Approved as to substance

Signature: _____

Name: Chris Lagerbloom

Title: City Administrator

City of Alpharetta, Georgia

Approved as to form

Signature: _____

Name: Molly Esswein

Title: City Attorney

Progress Report

Grants Management Support & Strategic Funding Alignment

Over the past year, Witt O'Brien's and the City of Alpharetta's collaborative efforts have greatly advanced the city's grants management capabilities and strategic funding initiatives. From finalizing the implementation of the eCivis Grant Management System to developing foundational policies and securing critical funding, we have made important progress in building a more structured, transparent, and proactive grants infrastructure.

This report highlights the key milestones and accomplishments achieved throughout our partnership, reflecting a shared commitment to operational excellence, fiscal responsibility, and long-term community impact.

Reporting Period: January 2024 – July 2025

1. eCivis Implementation Wrap-Up (January 2024)

- Provided final support for the successful implementation of the city's Grant Management System (eCivis).
- Reviewed data migration to ensure completeness and accuracy.
- Validated financial integration with the city's financial management system to confirm accurate and seamless data transfer.

2. Grants Management Policy & Procedure Manual (April 2024 – June 2024)

- Developed the first draft of a comprehensive, city-wide **Grants Management Policy and Procedure Manual**.
- The manual outlines standardized processes for grant identification, application, management, and compliance.

3. Defining City Funding Needs & Priorities (March – May 2024)

- Facilitated working sessions with city leadership to identify and define the city's top 3–5 funding priorities.
- Aligned these priorities with potential federal, state, and private funding opportunities to maximize strategic impact.

4. Grant Application Submissions & Awards (March 2024 – April 2025)

- Submitted a total of **5 grant applications** on behalf of the city.

- 3 Congressionally Directed Spending (CDS) applications (Sen. Warnock, Rep. McCormick, and Sen. Ossoff; \$3.3M)
- ARC PlanIT application for AlphaLink (\$1M)
- ARC TIP for North Point Parkway (\$4M)
- **Notice of Award:**
 - ARC TIP Grant for North Point Parkway – \$4 million
- **In Progress (February 2025 – Present):**
 - 2 CDS applications for the Brookside Multiuse Bridge & Trail Project (McCormick & Warnock)
 - \$3,358,000 currently pending review by the House Appropriations Committee.

5. Ongoing System Support & Data Integrity

- Provided continuous support to ensure accurate and up-to-date grant records and budget tracking within eCivis.
- Assisted staff with system navigation and troubleshooting as needed.

6. Targeted Grant Guidance & Expertise

- Delivered expert guidance on interpreting Notices of Funding Opportunities (NOFOs).
- Supported internal teams with grant-specific questions and ensured alignment between grant requirements and city projects.

7. Grant Contract Review & Compliance

- Reviewed grant contract language to ensure compliance with new executive orders issued by the current Administration.
- Provided feedback and recommendations to align with evolving federal requirements.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective as of 30th day of July, 2024 ("Effective Date"), is entered into by and between:

City of Alpharetta, Georgia ("Client"), with offices at 2 Park Plaza, Alpharetta, Georgia, 30009 and

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client; and

WHEREAS, Client desires to utilize Consultant's services as provided for herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct, and are incorporated herein.
2. **Scope of Work.** Consultant shall provide the services set forth in Appendix A, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables"). The Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the template attached hereto as Appendix C. All NTPs and Task Orders are incorporated herein by reference.
3. **Period of Performance.** The initial period of this Agreement shall be for one (1) year from the Effective Date, unless earlier terminated in accordance with this Agreement ("Term"). Thereafter, this Agreement may be renewed annually upon written agreement of both Parties for up to two (2) additional one-year Terms.
4. **Fees.** In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.
5. **Consultant's Responsibilities.** Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.
6. **Client's Responsibilities.** Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information").
7. **Commencement and Completion of the Services.** The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.
8. **Confidential Information.** Confidential or proprietary information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification

of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information to ensure proper performance of the Services, and except as required by applicable law, including, without limitation, the Georgia Open Records Act. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8. Consultant acknowledges that Client's disclosure of documentation is governed by the Georgia Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like owned by Consultant or its third parties which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT ("INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST DEMANDS, CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, PENALTIES, FINES AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS) INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, OR PROPERTY DAMAGE, TO THE EXTENT ARISING OUT OF, RELATING TO OR RESULTING FROM THE NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER LEGAL FAULT OF CONSULTANT, ITS EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

11. Acceptance. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: 2 Park Plaza, Alpharetta, GA, 30009 and may be submitted every 15 days, or in the alternative every 30 days, and payment is due 30 days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15 days and payment is due 30 days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days

from date submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

15. Force Majeure. Neither Party shall be responsible for any delay or failure in performance to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

16. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

To: City of Alpharetta, Georgia
Attention: Chris Lagerbloom
Address: 2 Park Plaza, Alpharetta, GA, 30009
Phone: 678-297-6010
Email: clagerbloom@alpharetta.ga.us

To: Witt O'Brien's, LLC
Attention: Director of Contracts & Compliance
818 Town & Country Blvd., Suite 200
Houston, Texas 77024 USA
Phone: +1 (281) 320-9796
Alternate Phone: +1 281-606-4721
contractrequests@wittobriens.com
with a copy to cjoiner@wittobriens.com

For Legal Notices, a copy shall be provided to: Molly Esswein
Attention: Jarrard & Davis
222 Webb St, Cumming, GA 30040
Email: messwein@alpharetta.ga.us
with a copy to lshapiro@alpharetta.ga.us

For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC
Attention: Legal Counsel
2200 Eller Drive
Fort Lauderdale, Florida 33316 USA
Email: blong@ckor.com
with a copy to cjoiner@wittobriens.com

17. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

18. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

19. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

20. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from (i) claims made by the Consultant's employees that they are co-employed by Client, (ii) Consultant's failure to pay wages to its employees, and (iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

21. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

22. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

23. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

24. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

25. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

26. Sovereign Immunity. Nothing contained in the Agreement shall be construed to be a waiver of Client's sovereign immunity or any individual's qualified, good faith or official immunities.

27. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Georgia, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state or federal court of competent jurisdiction located in Fulton County, State of Georgia.

28. Employment of Unauthorized Aliens Prohibited. Pursuant to O.C.G.A. § 13-10-91, Client shall not enter into a contract for the physical performance of services unless Consultant shall provide evidence on the forms attached hereto as Appendix D and Appendix E (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Appendix D, and submitted such affidavit to Client. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) to perform services for Client, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Appendix E, which subcontractor affidavit shall become part of the contractor/subcontractor agreement.

If Consultant does not employ or contract with any subcontractor(s) to perform services for Client, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Use of Logo. Upon prior written authorization of Client, Consultant may use Client's name, logo and/or trademark in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

33. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

34. **Entire Agreement.** Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

City of Alpharetta, Georgia

Signature: _____
2DC3226B6FD44FB...

Name: Jim Gilvin

Title: Mayor

Witt O'Brien's, LLC

Signature: _____
1178C33B1F254BF...

Name: Cheryl Joiner

Title: Director of Contracts & Compliance and
Authorized Officer

City of Alpharetta, Georgia

Approved as to substance

Signature: _____
B06F51B7110640F...

Name: Chris Lagerbloom

Title: City Administrator

Witt O'Brien's, LLC

Signature: _____
49736A2326B24A0...

Name: Kelly Stouffer

Title: Contract Manager

City of Alpharetta, Georgia

Approved as to form

Signature: _____
617ABDA97F0F46B...

Name: Molly Esswein

Title: City Attorney

APPENDIX A SCOPE OF WORK

1.1 Funding Needs Analysis, Capital Planning, and Strategic Outreach

Assessment of Funding Program

Before grants pursuance begins, we must define the City’s funding needs and priorities. We review your current funding priorities and identify any new priority funding areas, which may include community-identified unfunded programs. It is vital to keep an inventory of community needs and desired projects. The assessment outcome will include a preliminary list of funding needs that will help inform our grants funding research.

During this phase of the process, our team will:

- Facilitate meetings with City departments to gather input on their funding priority areas.
- Collaborate with City staff to understand the current funding landscape and funding priority areas. Review relevant documents, reports, and data on City departments’ funding priorities.
- Review potential projects to identify those that may be eligible and likely to receive grants funding.

As part of this exercise, ***we will also develop a lost opportunity assessment by benchmarking the City against other peer communities to see what the communities “fair share” of Federal and state funding should be.*** This lost opportunity assessment will be critical for benchmarking success going forward.

Develop City-Wide Funding Needs List

Based on the findings described above, we will provide a report that lists the City’s funding needs by department with associated information. Projects will likely be in different stages of development—ranging from ideation to planning, construction, and even programs in progress with sunseting funding. The project stage will determine the level of description included in the report. Project information may include the following items:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Demonstrated need • Project description/prioritization • Project background • Timeline • Project leadership | <ul style="list-style-type: none"> • Stakeholders • Organizational partnerships • Prior funding • Next steps • Pertinent grants funding leads |
|---|--|

Reviewing the City's grants management organization as it exists provides a practical understanding of the structure. The outcomes provide an opportunity to integrate efforts with existing mechanisms to make recommendations for process improvements.

Review the City's Current Processes/Structure

Reviewing the City's grants management organization will provide our team with practical knowledge and understanding of the structure and inform ways to ensure that future funding opportunities are not missed due to process or communication issues. We will integrate our efforts with the existing grants pursuance mechanisms making recommendations for process improvements. This assessment will review the following:

- The existing grants pursuance strategy
- The organizational structure and staffing
- The organization's grants management procedures

The assessment outcome guides recommendations for refining the organizational structure, policies, and procedures. The Witt O'Brien's team will work with the City to identify a grants management model that best enables the City to maximize its funding resources.

Outreach

Our established working relationships with nearly all Federal grant-making agencies—coupled with our staff's firsthand experience working for these offices—gives us quicker access and working knowledge of best practices for grants management.

Once the list of viable projects has been completed, we will work with City staff to narrow the scope and identify methods of strategic outreach for selected projects. To best position the City's funding requests, we recommend cataloging and reviewing previously awarded applications for the grant being sought. And, if merited, reaching out to winning jurisdictions to assess their strategies utilized during their submission process. We will also attend all relevant webinars, track FAQ publications, and submit identified questions to the grantor to help ensure your applications are as strong as possible.

1.2 Grants funding research

Grants Funding Research

Pursuing and managing grants requires considerable staff resources. As such, the City needs to evaluate potential grants opportunities to ensure that resources spent on funding pursuance demonstrate a return on investment. ***As opportunities are identified, we will evaluate each against the list of City funding needs to find the right-fit*** combination of funding sources to build a long-term strategy. As potential funding opportunities are presented—no less than quarterly—we will utilize a grants pursuance matrix with insight

to the potential success and overall monetary impact, both positive and negative, to the City.

Funding opportunities available are currently much broader than only Federal and State pass-through grants. The philanthropic community is particularly active right now as they see alignment with their missions and visions with the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA) programs. To secure the most funding possible, we will emphasize braided funding strategies from various funding opportunities to address larger projects and programmatic initiatives.

Grants Pursuance/Ongoing Funding Opportunity Identification

The Witt O'Brien's team will identify funding opportunities at the earliest time possible to provide a competitive advantage for additional time to prepare applications. Our dedicated policy team stays current with changes to existing and new regulations and policies—most recently the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA)—and tracks local, state, and Federal initiatives and Notices of Funding Opportunity (NOFOs). ***We advise our clients of key funding opportunities based on their specific needs and priorities.*** We also collaborate with technology partners and advocacy organizations to ensure we have the latest information available for funding opportunities.

We will support the City to automate identification of the best-fit funding opportunities using eCivis' Grants Network software. The data captured during the review of the City's grants management policies, procedures, systems, and workflows will drive the eCivis outputs. ***eCivis' Grants Network is the nation's largest professionally curated database of grants opportunities that allows staff to find applicable grants faster*** by aligning funding opportunities with strategic priorities across the City.

Funding Strategy Development

To effectively maximize the diverse range of available funds, we support our clients in designing agency-wide funding strategies. We collaborate to define the purpose and intent of a potential fund's usage—including identified partners (contractor, subrecipient, or beneficiary) and the funding mechanism (grants program/notice of funding availability vs. procurement) for each program.

To elevate funding opportunities, we strive to braid funds with other sources—including state, regional, philanthropic, and private organizations. As projects often rely on single-source funding, a key component of the funding strategy is knowing how to "braid" funding sources to optimize and amplify their impact. To accomplish this, we assess your current portfolio inventory to leverage existing funding (e.g., cost-share requirements and allowability) to recommend braided funding from multiple streams to support the total cost of a project.

This approach requires a comprehensive understanding of each program's specific requirements to ensure compliance. Witt O'Brien's has successful implementation experience with this approach to maximize multiple funding streams for our clients.

Witt O'Brien's will engage the City's staff currently responsible for grants management, stakeholders, and practitioners to identify braiding opportunities in tandem with specific grant application opportunities. Our team will engage with stakeholders to develop and leverage substantive proposals and expand program eligibility.

Ongoing Funding Opportunity Identification

Early funding identification is vital to the successful process of grant writing. Allowing sufficient time to develop quality applications increases the chance of a successful award. Having additional time creates a competitive advantage when submitting. ***We have several tools to help identify NOFOs at the earliest time possible.***

Our use of eCivis provides this advantage as NOFOs are listed here in some instances prior to public release. Additionally, our staff is at the forefront of following legislation to prepare for future funding opportunities. Our experience in understanding the nuances of different funding sources places us on the cutting edge to find new funding opportunities.

Early notification allows additional time to prepare for pre-application conference calls or webinars. This extra time allows for thoughtful cultivation of questions regarding the opportunity, providing clarification that can enhance success at application. Witt O'Brien's will assist in vetting the NOFO and guidelines; our expertise and experience will provide the added advantage for City applications.

Another resource for the identification of funding sources is City staff. Each department's staff participating in local and state working groups often have advanced notice to share with Witt O'Brien's staff.

In addition to these resources, Witt O'Brien's conducts targeted research and assessments of funding opportunities using a grants lifecycle and fund-seeking software tool. ***Our team can create a customized search based on jurisdiction and departmental needs to help fast-track the search for the right grants.*** We identify right-fit funding opportunities aligned to your needs, with consideration of your requirements and other factors.

To further maximize efficiency, we provide the following tools to manage the grants identification process:

- We customize a funding decision scorecard to help measure, compare, and evaluate opportunities to your specific needs and priorities.
- We develop a grants checklist to ensure that all opportunities are reviewed and approved or denied as an appropriate fit for the City.
- ***Data dashboards are established to track funding pursuits and grant details (funder, deadlines, dollar amounts, matching funds, etc.)***

These tools ensure funding for priority projects is vetted and pursued when relevant while preventing delays in the grants pursuance process.

The Witt O'Brien's policy team reviews NOFOs for information such as:

- Program Name
- Federal Funding Agency
- Funding Amount
- Catalog of Federal Domestic Assistance (CFDA) Number
- Minimum/Maximum Award
- Period of Availability
- Recipients
- Program Description
- Eligible Uses
- Ineligible Uses
- Required Match (if any)

Finally, we report key information through program summaries that provide a quick program snapshot for compiling a funding portfolio to determine potential opportunities to pursue.

The team tracks key dates related to grants such as scheduled webinars (other learning opportunities), and anticipated award dates. The City's summaries will be reported quarterly or as determined in the kick-off meeting and schedule of deliverables. These summaries will include the categories listed and discussed above or can be modified to the City's preferences.

As unprecedented infrastructure and relief funding has arrived in waves to government agencies, we have evolved our grants management service offerings to enable our clients to maximize the use of these available funding streams. We assist our clients in developing comprehensive grants funding programs that utilize the full range of funding sources to benefit the community's wants and needs, but also to target strategies that build community resilience and positively impact future generations.

1.3 Grant Proposal Development

Proposal Development

Our team of experienced grant writers will manage the entire grants proposal process, from the preparation of funding abstracts to the production and submittal of applications. Based on the level of complexity of a grant application, preparing it can take a few days or may require a team of Subject Matter Experts (SMEs) to spend several weeks in preparation. Witt O'Brien's has the capacity to manage small to large projects. We manage as much or as little of the application development as requested. Our project management systems provide the tools for the City to respond to the action plan to minimize the City's administrative burden during the process.

We will also identify special requirements—such as local match, cost-sharing, and partnership requirements, ensuring no last-minute surprises during the application process. ***Where requested and available, we will review prior awardees' applications to analyze successful actions to apply for specific grants.*** In instances of identified partnerships, we will convene with the project partners at the beginning of the application process for input and to request necessary documentation, such as cost-sharing agreements and financial documentation.

Our team will work backward from the deadline to build a strategic application timetable that includes all required deliverables such as the program narrative; budget narrative and worksheet; demographic information; supporting quantitative data; qualitative

information such as resumes, performance metrics, Federal grants application forms; and any additional requirements specific to that grant application (letters of commitment, support, assurances, etc.). We will collect and submit all the necessary documentation in the correct format to maximize the application's score.

After reviewing the grants requirements and the associated project, we compile the information and narrative into a complete and competitive application. ***The team will provide data and supporting narratives through an evidence-based approach if research is merited and conducted.***

Budget requirements will vary according to the funding source and the recipient. The Witt O'Brien's team has experience developing budgets large and small within a template or by creating a project-specific template. Our specialty area is Federal grants, where detailed knowledge of 2 CFR 200 (Uniform Guidance) Principles is critical for compliance. Whatever the project scope, our team can advise and assist in all steps of the grants process through auditing and closeout.

We will internally review the draft application and provide copies to the City's Grants Team for feedback. A meeting to discuss the feedback and recommendations is scheduled to consider or incorporate the suggestions received. We will provide a compelling funding abstract for the application based on the vetted and refined draft.

Once the draft application is updated, we will vet it through internal reviews and with key stakeholders for feedback. Our team will ensure applications are completed before deadlines to allow time for final input and to avoid technical delays during the electronic or hard copy submission process. After the City submits an application, the Witt O'Brien's team will meet with City staff to review the next steps/expectations during the grants cycle.

Finally, during the grant application process, regular technical reviews will ensure that every application accurately reflects the project and is as competitive as possible. Our goal is to maximize the City's funding opportunities to build the community residents envision living, working, and playing in.

1.4 Grant Monitoring and Reporting

Audit and Reporting

Our team's experience at the Federal, state, and local levels of government translates into our ability to provide assistance for general reporting, as well as audit preparation for a variety of internal and external audits of varying degree and complexities. Reporting, compliance, and audit preparation are the foundation of successful grants management. Compliance considerations are integral to each phase of a project.

Throughout the project lifecycle, our team is preparing for reporting requirements and closeout activities. We review and ensure files are audit ready. Our team will resolve any requests for information (RFIs), justification, audit findings, and eligibility appeals and will work to resolve disputes with Federal funders, external auditors, community partners, or other agencies, including but not limited to the preparation of appeals.

Governance Processes

A strength of Witt O'Brien's is its recognition of the importance of discussion, leading to

the development and implementation of standard operating procedures (SOPs). We take this same approach with governance processes as well as the framework of project oversight and compliance management. Through the creation of standard tools and processes, as mentioned throughout this document and section, Witt O'Brien's will work with the City to develop a repository of this work, establishing and designating leads along with roles and responsibilities to create a tailored knowledge base and process for each individual project.

Technical Assistance and Compliance

The team will provide the City with a list of oversight considerations for the review of documentation. To help mitigate delivery risks, we are able to create the following tools:

- **Policies and Procedures Manual** to document key processes to drive the strongest possible internal control environment. A key component will be extensive internal staff training and development around these baseline expectations.
- **Programmatic and financial award and reporting templates** for use by project staff that meet Federal flow-down and other requirements for each funding stream, but also capture the structured outcomes critical to the Participating Member Entity for the successful implementation of these programs.
- **A robust monitoring toolkit** based on formal risk assessments to proactively address internal control weaknesses of subrecipients and contractors, and mitigate any risks for potential waste, fraud, and abuse by project beneficiaries.
- **Single audit and monitoring clearinghouse** to best leverage economies of scale for tracking and resolution, while also assessing recipient performance across discreet lines of funding and disparate programs (in conjunction with the Compliance team).

Witt O'Brien's will assist in the reporting process and will help develop programs that integrate requisite reporting and compliance requirements. Our work will include:

- Creating a monitoring plan to oversee the creation of project allocation and disbursement of funds according to agreements, recapturing of funds, and budget monitoring.
- Conducting all appropriate checks, such as a DOB review, calculation prior to project award, and again before closeout.
- Using a database to monitor, track, and reconcile all payment requests and expenditures against the agreed-upon schedule and costs to identify any divergence.
- Streamlining the reporting process to ensure continued compliance and provide post-award grants administration.

Witt O'Brien's will manage the oversight of grants cost tracking while ensuring alignment with the project goals, monitoring fund allocations, and providing regular updates on project status. The team will develop and update dashboards for project status and

funding expenditures, including remaining fund tracking and plan metric monitoring for alignment with the project plan.

Compliance

Witt O'Brien's will track and advise on all applicable compliance requirements and support project compliance throughout the lifecycle of our engagement to closeout, including:

- Provide ongoing and integrated support to ensure efficiency and tailored approaches to track performance of individual projects, subrecipients, and contractors.
- Mitigate delivery risks by establishing administration tools that outline clear, standardized policies and procedures and templates, and provide technical assistance to ensure they are implemented correctly.
- Integrate closeout preparation and oversight from stand-up to actual closeout and ensure compliance as a prioritized focus by incorporating closeout milestones into the implementation plan for each project.
- Integrate required documentation and ensure quality of reporting and any final deliverables prior to submission to any Federal grantors.
- Conduct comprehensive desk reviews to ensure subawards are fully complete and ready for closeout and identify areas of non-compliance and mitigate or address such issues prior to fund expenditure, or as soon as practically possible when discovered.
- Reconcile all financial transactions and recoup any outstanding funding not programmatically expended. Assist with any final monitoring and compliance concerns and reconciliation at closeout to address further mitigation or resolution needs.
- Engage and assist with development of a closeout strategy including meetings, trainings, and workshops to facilitate agency-wide education and encourage consistent internal control closeout mechanisms. Throughout this effort, issue closeout documentation and prepare all records to meet Federal and local record retention requirements.
- Help prepare files for audit, evaluate internal control weaknesses centered around audit and closeout, and assist with the training needed to transition programming into final stages of grants management.
- Assist with closing remaining gaps in compliance identified in the sample compliance reviews and assist with developing proactive measures and solutions to mitigate any outstanding potential non-compliance issues. We will review prior audits and identify thematic areas of non-compliance which may be strong indicators of weaknesses within current programming and assist with proactive approaches necessary for the prevention or mitigation of repeating past mistakes.

1.5 On-Call Grant Research and Benefit-Cost ANALYSIS

Our team will develop a thorough understanding of the City's funding needs and partnerships, so we can actively scout grant opportunities we can adapt to your programs.

We will keep in mind how your projects fit into the larger region and look at state and regional planning documents to find new opportunities.

In addition to our grants pursuance efforts, City staff may identify relevant grants opportunities. We will maintain an open line of communication with the Grants Team, so these opportunities will not fall through the cracks. Our team will follow up on these leads and integrate them into our grants pursuance strategy as applicable.

Our staff have worked in every policy area—from social services to infrastructure and broadband. This experience allows us to provide technical assistance on any project.

1.6 MONTHLY REPORTS AND TRAINING

Witt O'Brien's is prepared to use a reporting format already in use by the City, or we can tailor our standard reporting format to meet your needs. Our formal communications will include monthly and annual reports. Monthly reports will detail progress from the previous month—including information about awards pending or received, significant strategic developments, relevant funding opportunities, and any grants applications in progress or submitted. This information will be updated frequently since it is critical to managing a funding portfolio and will help in long-term funding strategy and development.

Monthly, we will develop a comprehensive summary report on grants vetted, applied for, and the ultimate outcome of each grant. Not only will this keep key stakeholders informed of progress, it will also help to develop a knowledge base as many grants opportunities are offered annually and knowing previous pursuance efforts is critical in refining the City's approaches over time.

**APPENDIX B
COMPENSATION/RATES**

Total compensation for the initial one-year Term and any one-year renewal Term under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000.00) per Term.

The following rate schedule shall be utilized:

<i>Proposed Fee Schedule</i>	
Professional Services	Rate/ Hour
Management Consultant V	\$225.00
Management Consultant IV	\$175.00
Management Consultant III	\$150.00
Management Consultant II	\$120.00
Management Consultant I	\$95.00

In addition to the hourly rates, Consultant shall be reimbursed for out of pocket expenses incurred in connection with performance of this Agreement. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at Consultant’s cost, without mark- up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

APPENDIX C
TASK ORDER TEMPLATE

This Task Order No. _____, Statement of Work for _____ for the _____ (“Task Order”) effective as of _____, between _____ (“Client”) and Witt O’Brien’s, LLC (“Consultant”).

WHEREAS, this Task Order is in support of the _____ (“Agreement”), dated _____, and attached herein as an exhibit.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

- 1. Parties mutually agree to add the following terms (if applicable): _____
- 2. Parties mutually agree to add the following specific scope: _____
- 3. Parties mutually agree to add the following performance period: _____
- 4. Parties mutually agree to add the following not to exceed amount: _____
- 5. Other Terms and Conditions: All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

City of Alpharetta, Georgia

Witt O’Brien’s, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX D

AFFIDAVIT VERIFYING CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Alpharetta (GA)** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2035317

Federal Work Authorization (E-Verify) User Identification Number

12-6-2022

Date of Authorization

Witt O'Brien's LLC

Name of Contractor

City of Alpharetta, GA Grants Management Support

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____ September ____, 20, 2023 in ____ Haymarket ____ (city), ____ VA ____ (state).

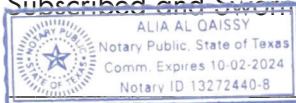
Michelle Pashko

Signature of Authorized Officer or Agent

Michelle Pashko, Vice President Human Resources

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn Before Me On This The ____ 20th ____ Day of ____ September ____, 2023.



Notary Public

My Commission Expires: 10-02-2024

APPENDIX E

**STATE OF GEORGIA
COUNTY OF FULTON**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Alpharetta, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury
that the foregoing is true and correct.

Executed on _____, _____, 2024
in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized
Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME
ON THIS THE _____ DAY OF
_____, 2024.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | ECIVIS@CARAHSOFT.COM

carahsoft®

TO: Chris Lagerbloom
City Administrator
City of Alpharetta
2 Park Plaza
Alpharetta, GA 30009

FROM: Garrett Smith
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: clagerbloom@alpharetta.ga.us

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (678) 297-6010

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: Contract Number: 99999-SPD-T20190814-0001
NASPO Master Contract Number: AR2472
Contract Term: 08/14/2019 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 39713619
QUOTE DATE: 10/04/2023
QUOTE EXPIRES: 10/30/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$106,735.27

TOTAL QUOTE: \$106,735.27

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SAAS SUBSCRIPTION						
1	AR2472-PRE-B100250M-1	Grants Network Grantee Pre-Award - Between \$100-250 Million - Annual eCivis, Inc. - PRE-B100250M-1		\$14,925.00	COOP 1	\$14,925.00
2	AR2472-PRES-B100250M-1	Grants Network Grantee Pre-Award - State Research - Between \$100-250 Million - Annual eCivis, Inc. - PRES-B100250M-1		\$6,467.50	COOP 1	\$6,467.50
3	AR2472-POST-B100250M-1	Grants Network Grantee Post-Award - Between \$100-250 Million - Annual eCivis, Inc. - POST-B100250M-1		\$19,527.50	COOP 1	\$19,527.50
4	AR2472-GN-USR-1	Grants Network - Users - Per User, Annual Unlimited eCivis, Inc. - GN-USR-1		\$0.00	COOP 1	\$0.00
SAAS SUBSCRIPTION SUBTOTAL:						\$40,920.00
IMPLEMENTATION SERVICES						
5	EC-PM-1-491	eCivis - Implementation Services - Hourly Data Integration & Migration eCivis, Inc. - EC-PM-1		\$248.75	COOP 54	\$13,432.50
6	EC-PM-1-491	eCivis - Implementation Services - Hourly Grantee Implementation eCivis, Inc. - EC-PM-1		\$248.75	COOP 35	\$8,706.25
7	PS-30001-30-491	Single Sign-On (SSO) eCivis, Inc. - PS-30001-30		\$3,976.02	COOP 1	\$3,976.02
IMPLEMENTATION SERVICES SUBTOTAL:						\$26,114.77
CONSULTING FEE(S)						
8	AR2472-EC-PMSR-1	eCivis - Senior Consulting Services - Hourly eCivis, Inc. - EC-PMSR-1		\$348.25	COOP 114	\$39,700.50
CONSULTING FEE(S) SUBTOTAL:						\$39,700.50



CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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WWW.CARAHSOFT.COM | ECIVIS@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$106,735.27
TOTAL PRICE:						\$106,735.27
TOTAL QUOTE:						\$106,735.27

(\$4,850) GTY Loyalty Discount included in above price

- Pricing valid through: 10/30/23
- eCivis annual subscription is based on a 5 year term
 - eCivis apply a 5% increase beginning in year 2
 - Above pricing in US dollars.
 - Applicable Taxes Extra.
 - Pricing is not applicable in response to a formal RFP Process.

- Terms of Payment:
- Software:
- 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
- Professional Services:
- 100% upon Contract Effective Date (Net 30)

- Please include the following on your PO:
- PO made out to Carahsoft with our current address (11493 Sunset Hills Road, Suite 100. Reston, VA 20190)
 - Payment terms: Net30
 - Ship to and bill to address listed



City of Alpharetta Grants Management System

**Statement of Work
October 5, 2023**

This information is confidential. Use of this information is strictly for the development and submission of a Statement of Work (SOW) by eCivis, Inc.



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1.0 PURPOSE

This Statement of Work (SOW) ensures expectations are documented and understood by all entities engaged in this project. The following sections include: project overview, responsibilities and assumptions, software-as-a-service/commercial-off-the-shelf, project scope, tasks to be accomplished/functions to be performed, products and services, out of scope for this project, eCivis responsibilities, eCivis project management contacts, project schedule and key milestones, and cost assumptions.

2.0 PROJECT OVERVIEW

To meet the goals of the City of Alpharetta, eCivis will rapidly deploy eCivis cloud-hosted, Commercial-off-the-shelf (COTS) Software-as-a-Service (SaaS) full lifecycle grants management system. eCivis will implement its proprietary grants management systems configured for City of Alpharetta authorized internal users to administer the grants management process and provide City of Alpharetta with direct management, accountability and oversight of federal funds in compliance with 2 CFR 200. eCivis will also include services for its solution with all relevant systems without impact to existing processes, developing, and providing appropriate comprehensive training of personnel, and all other applicable implementation and support services.

3.0 City of Alpharetta RESPONSIBILITIES AND ASSUMPTIONS

The projected deployment date and project implementation start date will be determined after a contract is executed after which City of Alpharetta can commit to the implementation schedule and the following responsibilities and assumptions:

1. City of Alpharetta shall provide a designated single point of contact for the duration of planning and implementation engagement.
2. City of Alpharetta shall engage in bi-weekly status meetings with eCivis to go over current progress, issues, resolutions, and other agenda.
3. City of Alpharetta shall provide all required data calls by the dates agreed upon in the project plan



Staffing

ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
GMS IMPLEMENTATION TEAM			
eCivis Project Manager	Responsible for planning, executing, monitoring, controlling, and closing the project. Responsible for the day-to-day management, coordination, planning, problem solving, and implementation of requirements to achieve task completion as presented in the Integrated Project Plan. Accountable for the project scope, project team, resources, and success of the project.		
eCivis Solution Architect	SME on GMS System, Responsible for System Configuration.		
eCivis Trainer	Responsible training, coordinating the training schedule, providing training materials.		
City of Alpharetta Grants Team Lead	Primary decision maker and contact for business requirements and deployment planning		
City of Alpharetta Grants Team SME	Review and approve business and systems configuration requirements		
City of Alpharetta PMO Project Manager	Co-responsibility for the Integrated GMS Project Plan and Reporting. Maintain SharePoint project page. Track and report budget status.		
SUPPORT POST-IMPLEMENTATION TEAM			
eCivis Executive Sponsor	Responsible for ensuring that the project's goals are aligned with the needs of the customer. Champions the project by		



ROLE	RESPONSIBILITY	NAME, Title	Contact Information Mailing Address Email Telephone
	gathering support, communicating goals, and overcoming resistance. Provide ongoing direction to the project team during a project's lifecycle.		
eCivis Sr. Customer Success Manager	Responsible for the ongoing user support and adoption of GMS.		
eCivis Customer Support Lead	Provide technical support to GMS users.		
City of Alpharetta Technical Support Manager	IT infrastructure support		
City of Alpharetta Application Support	IT application support		
City of Alpharetta Help Desk	Support GMS trouble management processes and application performance reporting.		

4.0 SOFTWARE-AS-A-SERVICE / COMMERCIAL-OFF-THE-SHELF

eCivis is a cloud-hosted, Commercial-off-the-shelf (COTS) SaaS grants management platform. The system is compatible with any hardware device that provides Internet access via a modern web browser and requires minimal internal IT support beyond the initial implementation.

eCivis is specifically built for managing the full grants management lifecycle and will standardize and streamline processes so that City of Alpharetta staff can save time,



increase transparency, reduce redundancies, data entry, mitigate compliance risk, and improve organizational collaboration and knowledge.

eCivis provides ongoing innovation with continual updates, leading to:

- Consistently updated software features and functions.
- Improved data sharing with systems
- Uniform Grant Guidance training, indirect cost support and fund maximization, and access to additional learning resources
- Improved internal control and regulatory requirements compliance

5.0 PROJECT SCOPE

This project will implement eCivis' grants management solution for City of Alpharetta. The solution will be implemented across all applicable agencies and departments performing grant management functions. eCivis' project approach includes a Master Strategic Timeline that will be finalized upon contract execution.

The project approach is conducted in a hybrid waterfall agile phased-gate approach. A phased - gate approach allows for quick added software value, concurrent active phases, and early user adoption while ensuring critical dependencies are completed. The phases outlined below will support the Project Scope from initial Preparation to Full Product Adoption - Go Live. All Project Scope areas will be incorporated within the Strategic Timeline and will be discussed in more depth to address deliverables and descriptions.

eCivis proposes the following Statement of Work (SOW):

1. Preparation
 - a. Pre Kick Off Meeting
 - i. Review Project Plan Components
 - ii. Communicate Master Project TimeLine
 - iii. Provide Data Call forms
 - b. Project Kick Off Meeting
2. Plan and Design
 - a. Data Gathering
3. Configuration



- a. Grantee Pre/Post-award management
4. User Acceptance Testing
 - a. Review all implementation components built, configured, migrated and imported during the build and configuration stage are delivered and operational.
5. Project Closeout
 - a. Remote training, training manuals and support
6. Go Live

6.0 TASKS TO BE ACCOMPLISHED/FUNCTIONS TO BE PERFORMED

During each phase, work proceeds in several areas and will be performed by both City of Alpharetta and eCivis.

1.0 Preparation

Task	Deliverable	Description
Preparation: Pre-Kickoff Meeting Tasks	Pre Kickoff Presentation Document	eCivis and City of Alpharetta to review master project timeline, scope of work and identify risks.
	Master Project Timeline	• eCivis will email master project timeline to City of Alpharetta • eCivis will email pertinent eCivis staff contact information to City of Alpharetta. • eCivis will schedule required meetings with City of Alpharetta
	All data call forms	eCivis will provide City of Alpharetta with the following data call forms which are due back to eCivis by the time agreed upon in the project timeline: ○ Add User/Department form (Excel Template) ○ Data Migration Information eCivis will record Project Goals and Objectives determined during Pre Kick Off Meeting



Project Kickoff Meeting	Project Kickoff Presentation Document	- Assemble Teams (eCivis and City of Alpharetta resources) - Conduct a formal Project Kick-Off meeting - Review Project Objectives and Master Project Timeline - Record Project Goals and Objectives determined during Kick Off Meeting
--------------------------------	---------------------------------------	--

2.0 Plan and Design

Task	Deliverable	Description
Data Migration	City of Alpharetta to provide ALL completed data call forms to eCivis	City of Alpharetta staff has compiled and completed the following data call forms for eCivis to validate prior to configuration of their Grants Network account: Project/Grant Information (City of Alpharetta compiled all active award data to be migrated to eCivis)
Data Integration	City of Alpharetta to provide ALL completed data call forms to eCivis	City of Alpharetta staff has completed the mapping to eCivis integration fields and provided test data - Completed mapping form - Test data delivered for 13 integration fields - Script created for auto creation/delivery
Department Structure	City of Alpharetta to provide ALL completed data call forms to eCivis	City of Alpharetta staff has compiled and completed the following data call forms for eCivis to validate prior to configuration of their Grants Network account: User information and Department structure

3.0 Configuration

Task	Deliverable	Description
SSO Setup		Implement SSO setup



Data Migration		eCivis will load current and active grant award data from the completed Data Migration Worksheet into eCivis.
Data Integration		Begin regular import on a scheduled basis
Configure		eCivis will load new users and configure the eCivis system

4.0 User Acceptance Testing

Task	Deliverable	Description
Validate imported data	Readiness Assessment	City of Alpharetta staff will review and validate all implementation components built, configured, migrated, and imported during the build and configuration stage are delivered and operational.

5.0 Training

Task	Deliverable	Description
User Training	- Training Manuals, Virtual User Training - Communicate ongoing support details	eCivis will work with City of Alpharetta to complete the following initiatives: *Provide standard user guides and training resources - Provide training for licensed users of Grants Network - Ongoing support details *City of Alpharetta will provide and maintain training resources unique to their specific use case and business processes.



6.0 Go-Live

Task	Deliverable	Description
Go Live	Final Readiness Assessment	Go Live Success and Support Meeting – eCivis will continue to support City of Alpharetta

7.0 Products and Services

PRODUCT(S):

- Grantee Pre-Post Award

SERVICE: Pull Integration (Client FMS to eCivis)

INTRODUCTION

The purpose of this integration is to import grant expenditure and revenue data to align with grant awarded budgets. Grant expenditures will be aligned at the “GL Code” level to identify specific grant transactions expended against an awarded grant budget category.

DESCRIPTION

1. FMS data will be mapped to the following eCivis fields:

eCivis Grants Network data field:	Required:	Definition:
extGrantID	Yes	Unique identifier for a single grant in the financial system
extGrantName	No	Name or description of the grant in the financial system
extProjectID	Yes	Unique identifier for a single project in the financial system
extProjectName	No	Name or description of the project in the financial system



transID	Yes	Unique identifier for each transaction, usually generated in the client's financial system
transName	Yes	Name or description from the financial system. Could be a vendor name, or some other piece of data defining the transaction
transPostDate	Yes	Entry date, date of when the actual entry posted in the financial system, it can be entered manually or automatically generated by the system
transPerfPeriodStartDate	No	Date of receipt, or date that goods or services was provided
transPerfPeriodEndDate	No	Date of receipt, or date that goods or services was provided
accountNumber	Yes	G/L code or account code to reference budget line item of transaction
dollarAmount	Yes	Amount of transaction
dollarClass	Yes	Category of the dollar amount. USE "105" for each transaction related to grant expenditures and "201" for each transaction related to a reimbursement received for a grant.
dollarTransNumber	No	Number associated with the dollar classification, or other description of transaction

2. Mapped data will be exported from the client FMS in a .csv file
3. Client will set up and test sFTP connectivity to eCivis and perform as many sample file uploads as needed
4. The CSV file will be scheduled for upload every 24 hours

ASSUMPTIONS

1. No additional data can be sent in the CSV file that is not listed in the description portion of this service
2. Client has unique identifier(s) in their FMS to isolate grant related transaction to a specific grant award Client will send as many sample file as needed by the eCivis team until such a time as the data and file pass validation logic and go / no go assessments



3. Client is responsible for setting up sFTP automation of a daily CSV file which is then pushed to eCivis through sFTP connectivity
4. Client will coordinate code promotion and deployment between client FMS and Grants Network.
5. Client is responsible for testing the non-eCivis side of all interfaces and for performing end-to-end tests in conjunction with the eCivis team
6. Client is responsible for creating a historical .CSV file, if applicable, which includes all grant related expenditures for a specific period of time as determined by the COR and the eCivis team.
7. Client will be responsible for understanding and detailing non-eCivis system file structure and providing timely and accurate file downloads, managing third party vendor relationships, and ensuring an adequate test environment in those systems to which eCivis interfaces
8. Client is responsible for developing the SQL or other method to extract and push the required data to eCivis Grants Network.
9. Client is responsible for the integrity of their financial data.
10. Client utilizes financial accounting practices that comply with state and federal regulations related to grant management/project management.
11. Any deviation from the SOW above will require an adjustment of cost estimates
12. Start date of the project and duration/timeline will be determined after execution of a contract

SERVICE: Data Migration

The purpose of this service is to migrate existing grantee award data into eCivis Grants Network.

1. City of Alpharetta is responsible for collecting grant data from the appropriate staff
2. Data Migration will utilize only the fields included in the eCivis standard data migration form (see Appendix A)
3. Data Migration includes only open and active grant awards

SERVICE: Single Sign On

eCivis supports Single Sign On (SSO) integration with Grants Network using popular identity providers. We partner with Auth0 to support a variety of enterprise connection types:

- OpenID Connect



- Microsoft® Active Directory™/LDAP
- Microsoft® Azure® AD™
- SAML (Service Provider Initiated)

This document has been assembled to provide an overview of the **SSO SAML integration** between a client's Azure Active Directory (AD) service and eCivis Grants Network™.

DESCRIPTION

Grants Network provides a username (email address) / password authentication scheme, standard across SaaS applications. When a client wants to control access to Grants Network within their domain eCivis permits Single Sign-On (SSO). This provides the following benefits:

1. The client is in control of eCivis access. When a user needs to be deactivated, this becomes a client Information Technology (IT) function.
2. The client sets the password policy, including complexity rules and refresh rate.
3. Client users only need to remember one set of credentials across the enterprise.

During setup, the eCivis Implementation team works with the client's IT department to define and configure their active directory implementation. This document covers Azure Active Directory authentication via Security Assertion Markup Language (SAML) 2.0.

The following configuration steps encompass the implementation:

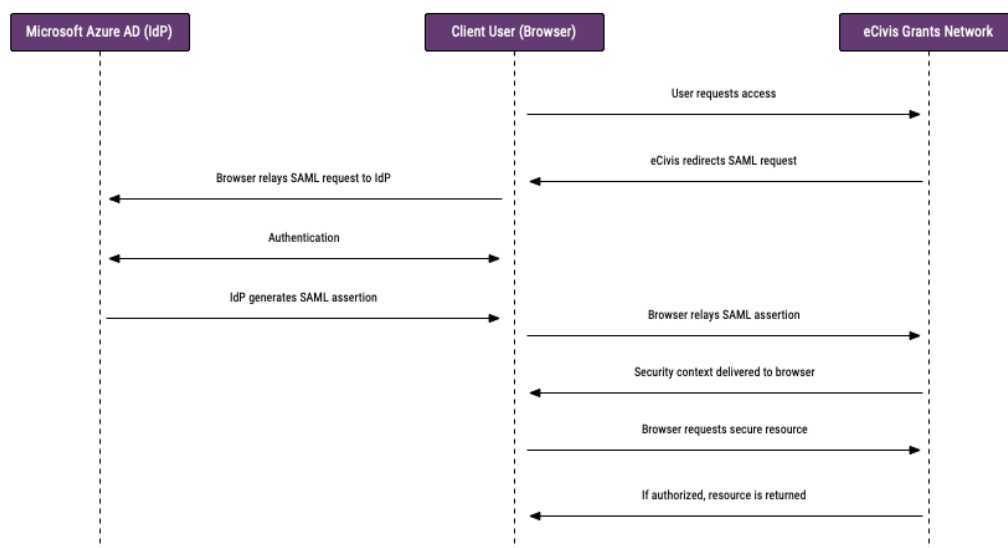
1. eCivis Implementation works with the client to identify users and appropriate authorization levels.
2. eCivis provides the Client with an Identifier (Entity ID) and Reply URL (Assertion Consumer Service URL).
3. The Client IT creates a "Non-Gallery" enterprise application in their Azure AD organization. Upon request, the eCivis implementation team can provide an eCivis logo for the enterprise application.
4. The client adds authorized users to a security group associated with the enterprise application.



5. The Client IT configures SAML SSO for the new application using the details provided in step 2.
6. The Client IT sends the SAML Signing Certificate (Base64) and Login URL to eCivis.
7. The Client and eCivis Implementation Team verify setup and configuration.
8. The Client IT assigns additional users to the application, as needed, to allow access to Grants Network.

Implementation Overview

Azure AD Grants Network Enterprise Application Access SAML 2.0 Workflow



Client users will access Grants Network by visiting <https://gn.ecivis.com>. Based on their username, they will be redirected to the Microsoft IdP workflow. Once the user authenticates on Azure AD, Azure provides a SAML assertion that is passed along to eCivis Grants Network. Grants Network then authorizes the authenticated user providing the proper permissions as defined by the eCivis account setup team. The



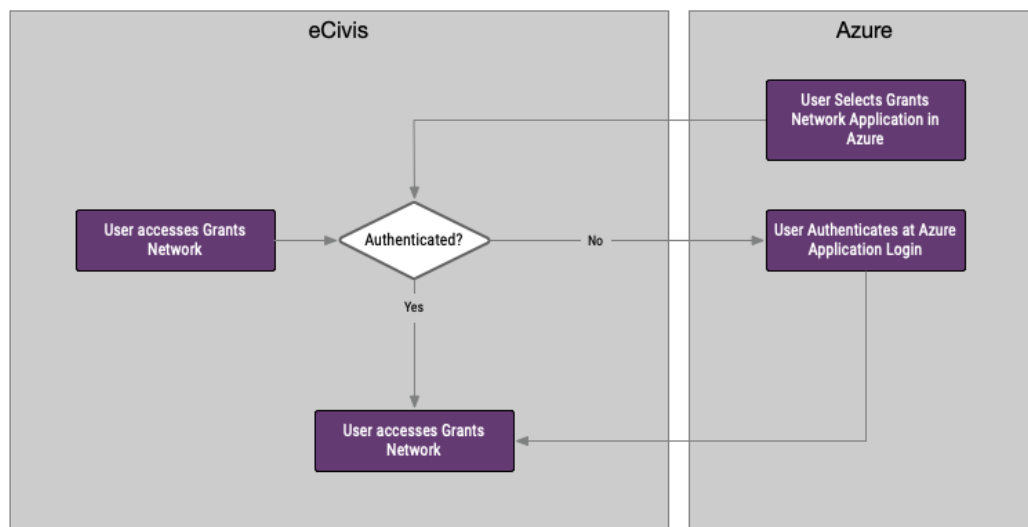
client user will now be granted access to eCivis Grants Network resources permitted by their access level.

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The user experience mimics the following flow:

Azure AD - eCivis Grants Network Flow





Reference Documentation

Add an unlisted (non-gallery) application to your Azure AD organization:

<https://docs.microsoft.com/en-us/azure/active-directory/manage-apps/add-non-gallery-app>

Configure SAML-based single sign-on to non-gallery applications:

<https://docs.microsoft.com/en-us/azure/active-directory/manage-apps/configure-single-sign-on-non-gallery-applications>

ASSUMPTIONS

1. The CLIENT has the internal expertise required to complete the process setup
2. The login will be directly at www.ecivis.com
3. SSO applies only to eCivis Grants network. Some administrative tools and external users will not be covered under the SSO process.

8.0 Out of Scope for this project

- Customizations or enhancements that are not mutually agreed upon by eCivis and City of Alpharetta in this statement of work.
- Historical award data
- System integrations that are not mutually agreed upon by eCivis and City of Alpharetta in this statement of work.
- Reporting integration outside of eCivis Grants Network

9.0 eCivis RESPONSIBILITIES

1. eCivis shall provide the following personnel

- Project Manager
- Implementation Specialist
- Customer Success Manager

2. eCivis will provide Master Project Timeline, and software user training resources.

3. eCivis shall provide Service Level Agreement (SLA), which will include:



- 99.9% monthly uptime.
- Single point of contact made via email or by calling a toll-free support number.
- Phone and email Technical Support Monday-Friday 8am-5pm ET
- Access to all patches (patches developed internally by eCivis to address core software issues like security, performance, etc.
- Access to new versions/upgrades
- Seamless modifications/enhancements per month

10.0 eCivis PROJECT MANAGEMENT CONTACTS

The eCivis' Project Manager and Customer Success Manager will be determined after contract execution.

11.0 Project Schedule and Key Milestones

Start date for the project will be influenced by the executed, signed contract. A detailed project plan will be developed after the project kick off meeting.

12.0 COST ASSUMPTIONS





13.0 APPENDIX A

Grant title*	The proper name of the specific funding opportunity. In some scenarios the proper name of the specific funding opportunity may be identical to the Project name depending on how your accounts are structured in your Financial Management System. (150 character limit)
Department*	The department in which the project is being administrated. Departments must be the same departments that are in your eCivis Grants Network Account. (80 character limit)
Project name*	Every grant in eCivis must be attached to a project. The project name can be anything the grant funding is being used to support. (255 character limit)
Project summary*	A brief description of the project. (1500 character limit)
Project lead*	The single person who is primarily responsible for managing grants related to this project. This person must be a licensed user in eCivis Grants Network.
Project type (Construction or a Non-construction)*	Indicates if the grant is a Construction or a Non-construction project.
Internal project name	The unique name associated with a specific project located in your financial system of record where grants are being managed. This can be the same or a variation of the project title in eCivis. (255 character limit)
Internal project ID**	A unique code associated with a specific project located in your financial system of record where grants are being managed. This value must match the value of the extProjectID field that will be exported/imported daily. (255 character limit)
Internal grant name	The unique name associated with a specific grant located in your financial system of record where grants are being managed. This can be the same or a variation of the grant title in eCivis. (255 character limit).
Internal grant ID**	A unique code associated with a specific grant located in your financial system of record where grant funding is being managed. This value must match the value of the extGrantID field that will be exported/imported daily. (255 character limit)
Competitive or Not Competitive (Yes/No)*	This field distinguishes between non-competitive sources like pass through, formula, or direct funding and competitive funding that had an evaluation or application process.
FY*	The fiscal year in which the funding was made available.
Funding type*	Identifying the funding source as Federal, State, Foundation, Other, County/Regional, Non-Profit or Tribal.
Funding type (Optional)	Indicate whether funding type is a formula grant where award is predetermined by distribution formulas or pass-through funding where is open to discretionary funding decisions.
CFDA# (Optional)	Catalog of federal Domestic Assistance. This is a unique number assigned to every Federal grant opportunity and is essential for ensuring the right funding opportunities in eCivis are identified.
Grantor*	The specific department/office within State or Federal government. Or the specific name of the local or private source. (75 character limit)
Award date*	Indicate the day you received award notification.
Grant award amount*	The amount awarded to you from the funding agency
Match required (Yes/No)*	A simple yes/no answer if a match is required for the grant opportunity.
Cash match amount	The total amount of cash cost share required by the grant. Dollar value required if "Match required"="Yes". (\$0.00 and up)
In-kind match amount	The total amount of in-kind cost share required by the grant. Dollar value required if "Match required"="Yes". (\$0.00 and up)
Contract start date*	The beginning date agreed to with the funding agency when funds can begin to be expended and the project will begin.
Contract end date*	The end date agreed to with the funding agency when funds must be expended and the project complete. This can be extended in cases of an extension.
(Optional) Grant Tag	The grant tag(s) that a template task will be limited to. The template task will only be triggered when the project grant contains the matching tag. Leave blank if this grant will not require specific tagging for tasks.
(Optional) FAIN	Federal Award Identification Number is intended to enhance data quality on USASpending.gov This optional field can also be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "FAIN" will not be changed. (75 character limit)
(Optional) STATE ID	A unique number assigned to a business or organization by the state where the business operates. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "State ID" will not be changed. (75 character limit)
(Optional) Federal FON	Funding Opportunity Number is a unique number used on Grants.gov This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Federal FON" will not be changed. (75 character limit)
(Optional) Organization ID	optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Organization ID" will not be changed. (75 character limit)
(Optional) DUNS Number	Dun & Bradstreet or D-U-N-S Number is a unique nine digit identification number, for each physical location of your business. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "DUNS Number" will not be changed. (9 character limit) Note: Specific format (000-XXXX-XXXX)
(Optional) Grantor Contract Number	Varies depending on Organization. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Grant Contract Number" will not be changed. (50 character limit)
(Optional) Grant Contact	Varies depending on Organization. This optional field can be used to store any data specific to this grant in eCivis Grants Network to later capture in reports but the field name "Grant Contact" will not be changed. (5000 character limit)
*	Indicates a required field in eCivis. Placeholder values can be used but will require updating in your live account after implementation.
**	Indicates a required field for client using Data Integration.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of 30th day of July, 2023 ("Effective Date") is entered into by and between:

City of Alpharetta, GA ("Client"), with offices at 2 Park Plaza, Alpharetta, GA, 30009 and,

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The above-referenced recitals are true and correct, and are incorporated herein.

2. Scope of Work. Consultant shall provide the services set forth in Appendix A, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables"). The Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the template attached hereto as Appendix D. All NTPs and Task Orders are incorporated herein by reference.

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from its effective date, unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement may be renewed upon written agreement of both Parties.

4. Fees. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

5. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. Client's Responsibilities. Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential or proprietary information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT ("INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST DEMANDS, CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, PENALTIES, FINES AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS) INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, OR PROPERTY DAMAGE, TO THE EXTENT ARISING OUT OF, RELATING TO OR RESULTING FROM THE NEGLIGENCE, WILLFUL MISCONDUCT OTHER LEGAL FAULT OF CONSULTANT, ITS EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

11. Acceptance. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: 2 Park Plaza, Alpharetta, GA, 30009 and may be submitted every 15 days, or in the alternative every 30 days, and payment is due net 30 days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15 days and payment is due net 30 days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client unless

a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

17. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

To: City of Alpharetta, GA	Witt O'Brien's, LLC
Attention: Chris Lagerbloom Address: 2 Park Plaza, Alpharetta, GA, 30009 Phone: 678-297-6010 Email: clagerbloom@alpharetta.ga.us For Legal Notices, a copy shall be provided to: Molly Esswein Attention: Jarrard & Davis 222 Webb St, Cumming, GA 30040 Email: messwein@jarrard-davis.com with a copy to lshapiro@alpharetta.ga.us	Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, Florida 33316 USA Email: blong@ckor.com with a copy to cjoiner@wittobriens.com

18. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

19. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

20. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

21. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other

Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

24. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

25. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

26. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

27. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

28. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Texas, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state or federal court of competent jurisdiction located in Harris County, State of Texas.

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. The Contract Addendum
2. This Agreement
3. The Scope of Work ([Appendix A](#))
4. The Rate Schedule ([Appendix B](#))
5. FEMA-Related Clauses ([Appendix C](#))
6. Task Orders ([Appendix D](#)) (if applicable)
7. Other Contract Documents.

33. Use of Logo. Upon prior written notice to Client, Client shall authorize Consultant to use its name, logo and/or trademark. Client in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark, in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

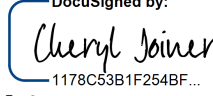
34. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

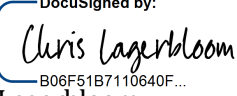
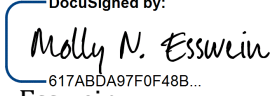
35. FEMA Clauses. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with FEMA Clauses set forth in Appendix C.

36. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

//SIGNATURE PAGE FOLLOWS//

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

City of Alpharetta, GA	Witt O'Brien's, LLC
Signature:  2DC5226B6FD44FB... Name: Jim Gilvin Title: Mayor Date: 10/25/2023	Signature:  1178C53B1F254BF... Name: Cheryl Joiner Title: Director Contracts & Compliance Date: 10/24/2023

City of Alpharetta, GA Approved as to substance	City of Alpharetta Approved as to form
Signature:  B06F51B7110640F... Name: Chris Lagerbloom Title: City Administrator Date: 10/25/2023	Signature:  617ABDA97F0F48B... Name: Molly Esswein Title: City Attorney Date: 10/25/2023

APPENDIX A SCOPE OF WORK

We understand providing grant support is so much more than just the technical aspects—it's about conveying the heart and soul of your passion, community need and work to a funding agency. We can swiftly engage our highly competent grant professionals to ensure successful grants pursuance and administration for the City.

Program Startup

Conduct Kick-off Meeting/Refine Project Work Plan/Timeline

Witt O'Brien's will begin program startup by establishing a "Grants Team" to promote buy-in across the City's departments to ensure the ability of the City to maximize access to funding opportunities. Witt O'Brien's understands that internal collaboration among the City's departments is essential. The Grants Team will include representatives from each of the programs and operations. In coordination with City leadership, we will determine the relevant representative departments and any other stakeholders the City would like to engage. ***The kick-off meeting aims to introduce everyone involved in the project and allow the City staff to meet our team.***

Next, Witt O'Brien's will work with the City to develop a Project Work Plan, including the proposed meeting cadence, detailed deliverables, and date ranges. We will discuss the project management approach, including developing a shared vision of project goals and obtaining concurrence on a work plan.

We will also work with the City to develop a Communications Management Plan (CMP) to ensure project stakeholders receive the necessary information to help in project understanding and oversight. We typically draft this simple yet effective plan with our clients at the project kick-off meeting. Our CMP will define the communications requirements, including regularly scheduled meetings and project update reports. These meetings will allow us to discuss issues that could impact the work effort and ensure all partners understand the progress we will have made.

1.1 Funding Needs Analysis, Capital Planning, and Strategic Outreach

Assessment of Funding Program

Before grants pursuance begins, we must define the City's funding needs and priorities. We review your current funding priorities and identify any new priority funding areas, which may include community-identified unfunded programs. It is vital to keep an inventory of community needs and desired projects. The assessment outcome will include a preliminary list of funding needs that will help inform our grants funding research.

During this phase of the process, our team will:

- Facilitate meetings with City departments to gather input on their funding priority areas.
- Collaborate with City staff to understand the current funding landscape and funding priority areas.
- Review relevant documents, reports, and data on City departments' funding priorities.
- Review potential projects to identify those that may be eligible and likely to receive grants funding.

As part of this exercise, ***we will also develop a lost opportunity assessment by benchmarking the City against other peer communities to see what the communities "fair share" of Federal and state funding should be.*** This lost opportunity assessment will be critical for benchmarking success going forward.

Develop City-Wide Funding Needs List

Based on the findings described above, we will provide a report that lists the City's funding needs by department with associated information. Projects will likely be in different stages of development—ranging from ideation to planning, construction, and even programs in progress with sunset funding. The project stage will determine the level of description included in the report. Project information may include the following items:

- Demonstrated need
- Project description/prioritization
- Project background
- Timeline
- Project leadership
- Stakeholders
- Organizational partnerships
- Prior funding
- Next steps
- Pertinent grants funding leads

Reviewing the City's grants management organization as it exists provides a practical understanding of the structure. The outcomes provide an opportunity to integrate efforts with existing mechanisms to make recommendations for process improvements.

Review the City's Current Processes/Structure

Reviewing the City's grants management organization will provide our team with practical knowledge and understanding of the structure and inform ways to ensure that future funding opportunities are not missed due to process or communication issues. We will integrate our efforts with the existing grants pursuance mechanisms making recommendations for process improvements. This assessment will review the following:

- The existing grants pursuance strategy
- The organizational structure and staffing
- The organization's grants management procedures

The assessment outcome guides recommendations for refining the organizational structure, policies, and procedures. The Witt O'Brien's team will work with the City to identify a grants management model that best enables the City to maximize its funding resources.

Outreach

Our established working relationships with nearly all Federal grant-making agencies—coupled with our staff's firsthand experience working for these offices—gives us quicker access and working knowledge of best practices for grants management.

Once the list of viable projects has been completed, we will work with City staff to narrow the scope and identify methods of strategic outreach for selected projects. To best position the City's funding requests, we recommend cataloging and reviewing previously awarded applications for the grant being sought. And, if merited, reaching out to winning jurisdictions to assess their strategies utilized during their submission process. We will also attend all relevant webinars, track FAQ publications, and submit identified questions to the grantor to help ensure your applications are as strong as possible.

1.2 Grants funding research

Grants Funding Research

Pursuing and managing grants requires considerable staff resources. As such, the City needs to evaluate potential grants opportunities to ensure that resources spent on funding pursuance demonstrate a return on investment. **As opportunities are identified, we will evaluate each against the list of City funding needs to find the right-fit** combination of funding sources to build a long-term strategy. As potential funding opportunities are presented—no less than quarterly—we will utilize a grants pursuance matrix with insight to the potential success and overall monetary impact, both positive and negative, to the City.

Funding opportunities available are currently much broader than only Federal and State pass-through grants. The philanthropic community is particularly active right now as they see alignment with their missions and visions with the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA) programs. To secure the most funding possible, we will emphasize braided funding strategies from various funding opportunities to address larger projects and programmatic initiatives.

Grants Pursuance/Ongoing Funding Opportunity Identification

The Witt O'Brien's team will identify funding opportunities at the earliest time possible to provide a competitive advantage for additional time to prepare applications. Our dedicated policy team stays current with changes to existing and new regulations and policies—most recently the Infrastructure Investment and Jobs Act (IIJA)/Bipartisan Infrastructure Law (BIL) and Inflation Reduction Act (IRA)—and tracks local, state, and Federal initiatives and Notices of Funding Opportunity (NOFOs). **We advise our clients of key funding opportunities based on their specific needs and priorities.** We also collaborate with technology partners and advocacy organizations to ensure we have the latest information available for funding opportunities.

We will support the City to automate identification of the best-fit funding opportunities using eCivis' Grants Network software. The data captured during the review of the City's grants management policies, procedures, systems, and workflows will drive the eCivis outputs. **eCivis' Grants Network is the nation's largest professionally curated database of grants opportunities that allows staff to find applicable grants faster** by aligning funding opportunities with strategic priorities across the City.

Funding Strategy Development

To effectively maximize the diverse range of available funds, we support our clients in designing agency-wide funding strategies. We collaborate to define the purpose and intent of a potential fund's usage—including identified partners (contractor, subrecipient, or beneficiary) and the funding mechanism (grants program/notice of funding availability vs. procurement) for each program.

To elevate funding opportunities, we strive to braid funds with other sources—including state, regional, philanthropic, and private organizations. As projects often rely on single-source funding, a key component of the funding strategy is knowing how to “braid” funding sources to optimize and amplify their impact. To accomplish this, we assess your current portfolio inventory to leverage existing funding (e.g., cost-share requirements and allowability) to recommend braided funding from multiple streams to support the total cost of a project.

This approach requires a comprehensive understanding of each program's specific requirements to ensure compliance. Witt O'Brien's has successful implementation experience with this approach to maximize multiple funding streams for our clients.

Witt O'Brien's will engage the City's staff currently responsible for grants management, stakeholders, and practitioners to identify braiding opportunities in tandem with specific grant application opportunities. Our team will engage with stakeholders to develop and leverage substantive proposals and expand program eligibility.

Ongoing Funding Opportunity Identification

Early funding identification is vital to the successful process of grant writing. Allowing sufficient time to develop quality applications increases the chance of a successful award. Having additional time creates a competitive advantage when submitting. ***We have several tools to help identify NOFOs at the earliest time possible.***

Our use of eCivis provides this advantage as NOFOs are listed here in some instances prior to public release. Additionally, our staff is at the forefront of following legislation to prepare for future funding opportunities. Our experience in understanding the nuances of different funding sources places us on the cutting edge to find new funding opportunities.

Early notification allows additional time to prepare for pre-application conference calls or webinars. This extra time allows for thoughtful cultivation of questions regarding the opportunity, providing clarification that can enhance success at application. Witt O'Brien's will assist in vetting the NOFO and guidelines; our expertise and experience will provide the added advantage for City applications.

Another resource for the identification of funding sources is City staff. Each department's staff participating in local and state working groups often have advanced notice to share with Witt O'Brien's staff.

In addition to these resources, Witt O'Brien's conducts targeted research and assessments of funding opportunities using a grants lifecycle and fund-seeking software tool. ***Our team can create a customized search based on jurisdiction and departmental needs to help fast-track the search for the right grants.*** We identify right-fit funding opportunities aligned to your needs, with consideration of your requirements and other factors.

To further maximize efficiency, we provide the following tools to manage the grants identification process:

- We customize a funding decision scorecard to help measure, compare, and evaluate opportunities to your specific needs and priorities.
- We develop a grants checklist to ensure that all opportunities are reviewed and approved or denied as an appropriate fit for the City.
- ***Data dashboards are established to track funding pursuits and grant details (funder, deadlines, dollar amounts, matching funds, etc.)***

These tools ensure funding for priority projects is vetted and pursued when relevant while preventing delays in the grants pursuance process.

The Witt O'Brien's policy team reviews NOFOs for information such as:

- Program Name
- Federal Funding Agency
- Funding Amount
- Catalog of Federal Domestic Assistance (CFDA) Number
- Minimum/Maximum Award
- Period of Availability
- Recipients
- Program Description
- Eligible Uses
- Ineligible Uses
- Required Match (if any)

Finally, we report key information through program summaries that provide a quick program snapshot for compiling a funding portfolio to determine potential opportunities to pursue.

The team tracks key dates related to grants such as scheduled webinars (other learning opportunities), and anticipated award dates. The City's summaries will be reported quarterly or as determined in the kick-off meeting and schedule of deliverables. These summaries will include the categories listed and discussed above or can be modified to the City's preferences.

As unprecedented infrastructure and relief funding has arrived in waves to government agencies, we have evolved our grants management service offerings to enable our clients to maximize the use of these available funding streams. We assist our clients in developing comprehensive grants funding programs that utilize the full range of funding sources to benefit the community's wants and needs, but also to target strategies that build community resilience and positively impact future generations.

1.3 Grant Proposal Development

Proposal Development

Our team of experienced grant writers will manage the entire grants proposal process, from the preparation of funding abstracts to the production and submittal of applications. Based on the level of complexity of a grant application, preparing it can take a few days or may require a team of Subject Matter Experts (SMEs) to spend several weeks in preparation. Witt O'Brien's has the capacity to manage small to large projects. We manage as much or as little of the application development as requested. Our project management systems provide the tools for the City to respond to the action plan to minimize the City's administrative burden during the process.

We will also identify special requirements—such as local match, cost-sharing, and partnership requirements—ensuring no last-minute surprises during the application process. ***Where requested and available, we will review prior awardees' applications to analyze successful actions to apply for specific grants.*** In instances of identified partnerships, we will convene the project partners at the beginning of the application process for input and to request necessary documentation, such as cost-sharing agreements and financial documentation.

Our team will work backward from the deadline to build a strategic application timetable that includes all required deliverables such as the program narrative; budget narrative and worksheet; demographic information; supporting quantitative data; qualitative information such as resumes, performance metrics, Federal grants application forms; and any additional requirements specific to that grant application (letters of commitment, support, assurances, etc.). We will collect and submit all the necessary documentation in the correct format to maximize the application's score.

After reviewing the grants requirements and the associated project, we compile the information and narrative into a complete and competitive application. ***The team will provide data and supporting narratives through an evidence-based approach if research is merited and conducted.***

Budget requirements will vary according to the funding source and the recipient. The Witt O'Brien's team has experience developing budgets large and small within a template or by creating a project-specific template. Our specialty area is Federal grants, where detailed knowledge of [2 CFR 200 \(Uniform Guidance\) Principles](#) is critical for compliance. Whatever the project scope, our team can advise and assist in all steps of the grants process through auditing and closeout.

We will internally review the draft application and provide copies to the City's Grants Team for feedback. A meeting to discuss the feedback and recommendations is scheduled to consider or incorporate the suggestions received. We will provide a compelling funding abstract for the application based on the vetted and refined draft.

Once the draft application is updated, we will vet it through internal reviews and with key stakeholders for feedback. Our team will ensure applications are completed before deadlines to allow time for final input and to avoid technical delays during the electronic or hard copy submission process. After the City submits an

application, the Witt O'Brien's team will meet with City staff to review the next steps/expectations during the grants cycle.

Finally, during the grant application process, regular technical reviews will ensure that every application accurately reflects the project and is as competitive as possible. Our goal is to maximize the City's funding opportunities to build the community residents envision living, working, and playing in.

1.4 Grant Monitoring and Reporting

Audit and Reporting

Our team's experience at the Federal, state, and local levels of government translates into our ability to provide assistance for general reporting, as well as audit preparation for a variety of internal and external audits of varying degree and complexities. Reporting, compliance, and audit preparation are the foundation of successful grants management. Compliance considerations are integral to each phase of a project.

Throughout the project lifecycle, our team is preparing for reporting requirements and closeout activities. We review and ensure files are audit ready. Our team will resolve any requests for information (RFIs), justification, audit findings, and eligibility appeals and will work to resolve disputes with Federal funders, external auditors, community partners, or other agencies, including but not limited to the preparation of appeals.

Governance Processes

A strength of Witt O'Brien's is its recognition of the importance of discussion, leading to the development and implementation of standard operating procedures (SOPs). We take this same approach with governance processes as well as the framework of project oversight and compliance management. Through the creation of standard tools and processes, as mentioned throughout this document and section, Witt O'Brien's will work with the City to develop a repository of this work, establishing and designating leads along with roles and responsibilities to create a tailored knowledge base and process for each individual project.

Technical Assistance and Compliance

The team will provide the City with a list of oversight considerations for the review of documentation.

To help mitigate delivery risks, we are able to create the following tools:

- **Policies and Procedures Manual** to document key processes to drive the strongest possible internal control environment. A key component will be extensive internal staff training and development around these baseline expectations.
- **Programmatic and financial award and reporting templates** for use by project staff that meet Federal flow-down and other requirements for each funding stream, but also capture the structured outcomes critical to the Participating Member Entity for the successful implementation of these programs.
- **A robust monitoring toolkit** based on formal risk assessments to proactively address internal control weaknesses of subrecipients and contractors, and mitigate any risks for potential waste, fraud, and abuse by project beneficiaries.
- **Single audit and monitoring clearinghouse** to best leverage economies of scale for tracking and resolution, while also assessing recipient performance across discreet lines of funding and disparate programs (in conjunction with the Compliance team).

Witt O'Brien's will assist in the reporting process and will help develop programs that integrate requisite reporting and compliance requirements. Our work will include:

- Creating a monitoring plan to oversee the creation of project allocation and disbursement of funds according to agreements, recapturing of funds, and budget monitoring.

- Conducting all appropriate checks, such as a DOB review, calculation prior to project award, and again before closeout.
- Using a database to monitor, track, and reconcile all payment requests and expenditures against the agreed-upon schedule and costs to identify any divergence.
- Streamlining the reporting process to ensure continued compliance and provide post-award grants administration.

Witt O'Brien's will manage the oversight of grants cost tracking while ensuring alignment with the project goals, monitoring fund allocations, and providing regular updates on project status. The team will develop and update dashboards for project status and funding expenditures, including remaining fund tracking and plan metric monitoring for alignment with the project plan.

Compliance

Witt O'Brien's will track and advise on all applicable compliance requirements and support project compliance throughout the lifecycle of our engagement to closeout, including:

- Provide ongoing and integrated support to ensure efficiency and tailored approaches to track performance of individual projects, subrecipients, and contractors.
- Mitigate delivery risks by establishing administration tools that outline clear, standardized policies and procedures and templates, and provide technical assistance to ensure they are implemented correctly.
- Integrate closeout preparation and oversight from stand-up to actual closeout and ensure compliance as a prioritized focus by incorporating closeout milestones into the implementation plan for each project.
- Integrate required documentation and ensure quality of reporting and any final deliverables prior to submission to any Federal grantors.
- Conduct comprehensive desk reviews to ensure subawards are fully complete and ready for closeout and identify areas of non-compliance and mitigate or address such issues prior to fund expenditure, or as soon as practically possible when discovered.
- Reconcile all financial transactions and recoup any outstanding funding not programmatically expended. Assist with any final monitoring and compliance concerns and reconciliation at closeout to address further mitigation or resolution needs.
- Engage and assist with development of a closeout strategy including meetings, trainings, and workshops to facilitate agency-wide education and encourage consistent internal control closeout mechanisms. Throughout this effort, issue closeout documentation and prepare all records to meet Federal and local record retention requirements.
- Help prepare files for audit, evaluate internal control weaknesses centered around audit and closeout, and assist with the training needed to transition programming into final stages of grants management.
- Assist with closing remaining gaps in compliance identified in the sample compliance reviews and assist with developing proactive measures and solutions to mitigate any outstanding potential non-compliance issues. We will review prior audits and identify thematic areas of non-compliance which may be strong indicators of weaknesses within current programming and assist with proactive approaches necessary for the prevention or mitigation of repeating past mistakes.

1.5 On-Call Grant Research and Benefit-Cost ANALYSIS

Our team will develop a thorough understanding of the City's funding needs and partnerships, so we can actively scout grant opportunities we can adapt to your programs. We will keep in mind how your projects fit into the larger region and look at state and regional planning documents to find new opportunities.

In addition to our grants pursuance efforts, City staff may identify relevant grants opportunities. We will maintain an open line of communication with the Grants Team, so these opportunities will not fall through

the cracks. Our team will follow up on these leads and integrate them into our grants pursuance strategy as applicable.

Our staff have worked in every policy area—from social services to infrastructure and broadband. This experience allows us to provide technical assistance on any project.

1.6 MONTHLY REPORTS AND TRAINING

Witt O'Brien's is prepared to use a reporting format already in use by the City, or we can tailor our standard reporting format to meet your needs. Our formal communications will include monthly and annual reports. Monthly reports will detail progress from the previous month—including information about awards pending or received, significant strategic developments, relevant funding opportunities, and any grants applications in progress or submitted. This information will be updated frequently since it is critical to managing a funding portfolio and will help in long-term funding strategy and development.

Monthly, we will develop a comprehensive summary report on grants vetted, applied for, and the ultimate outcome of each grant. Not only will this keep key stakeholders informed of progress, it will also help to develop a knowledge base as many grants opportunities are offered annually and knowing previous pursuance efforts is critical in refining the City's approaches over time.

APPENDIX B
COMPENSATION/RATES

The contract engagement is for 12-months through July 29, 2024 with an option of two one-year renewals with and initial not to exceed amount of \$40,000.00

The following rate schedule shall be utilized.

<i>Proposed Fee Schedule</i>	
Professional Services	Rate/ Hour
Management Consultant V	\$225.00
Management Consultant IV	\$175.00
Management Consultant III	\$150.00
Management Consultant II	\$120.00
Management Consultant I	\$95.00

In addition to the hourly rates, Consultant shall be reimbursed for out of pocket expenses incurred in connection with performance of this Agreement. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at Consultant’s cost, without mark- up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

APPENDIX C FEMA CLAUSES

The Parties shall comply with all federal laws and regulations applicable whether specifically identified herein and/or are in effect as of the date of contract award that are to the receipt of federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
 - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any Consultant, Subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor, consultant and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Consultant agrees to report each violation to Client (as defined in the Agreement) and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
 - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
 - (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
5. Suspension and Debarment
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As

such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. Compliance with Byrd Anti-Lobbying Amendment
- a. Consultant hereby certifies to the best of its knowledge that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide, Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit consultant from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subcontractor at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

14. "Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights(as applicable)

The Consultant grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by consultants or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the consultant and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal

opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)
 - (a) Applicability. This clause applies to the Consultant, its subcontractors, and Consultant employees (hereafter referred to collectively as "Consultant"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to

determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

HUD GENERAL PROVISIONS (“HUD RIDER”)

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. **STATUTORY AND REGULATORY COMPLIANCE**

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 (“BBA”), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. **BREACH OF CONTRACT TERMS**

CLIENT reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. **REPORTING REQUIREMENTS**

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by CLIENT. The Contractor/Subcontractor shall cooperate with all CLIENT efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. **ACCESS TO RECORDS**

The State, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from

time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. **MAINTENANCE/RETENTION OF RECORDS**

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.

7. **SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

The Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. **ENERGY EFFICIENCY**

The Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. **SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

The Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. **AGE DISCRIMINATION ACT OF 1975**

The Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

14. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. part 2424.

15. **CONFLICTS OF INTEREST**

The Contractor/Subcontractor shall notify CLIENT as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2

C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor/Subcontractor shall provide CLIENT any additional information necessary for CLIENT to fully assess and address such actual or potential conflict of interest. The Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by CLIENT, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. **SUBCONTRACTING**

When subcontracting, the Contractor/Subcontractor shall solicit for and contract with such Contractor/subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest,
- (vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and
- (vii) Any arbitrary action in the procurement process.

The Contractor/Subcontractor represents to CLIENT that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. **ASSIGNABILITY**

The Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of CLIENT.

18. **INDEMNIFICATION**

The Contractor/Subcontractor shall indemnify, defend, and hold harmless CLIENT and its agents and employees from and against any and all claims, actions, suits, charges, and judgments arising

from or related to the negligence or willful misconduct of the Contractor/Subcontractor in the performance of the services called for in this contract.

19. **COPELAND "ANTI-KICKBACK" ACT** (Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. **DAVIS-BACON ACT**

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. **TERMINATION FOR CAUSE** (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of

the covenants, agreements, or stipulations of this contract, CLIENT shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of CLIENT, become CLIENT's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to CLIENT for damages sustained by CLIENT by virtue of any breach of the contract by the Contractor/Subcontractor, and the CLIENT may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to the CLIENT from the Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

The CLIENT may terminate this contract at any time by giving at least 30 days' notice in writing to the Contractor/Subcontractor. If the contract is terminated by CLIENT as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

- A. The Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;

- vi. Fringe benefits available by virtue of employment, whether or not administered by the Subcontractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
- B.** The Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C.** In the event of the Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D.** The Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- E.** The Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F.** The Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
25. **EXECUTIVE ORDER 11246**
(Applicable to construction contracts and subcontracts exceeding \$10,000)

The Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

During the performance of this contract, the Contractor/Subcontractor agrees as follows:

- A.** The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B.** The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C.** The Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D.** The Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.** The Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F.** The Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G.** In the event of the Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor/Subcontractor may be declared ineligible for further government contracts

in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- H.** Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. The Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

26. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection

Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING (Applicable to contracts exceeding \$100,000)

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions.

- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. **BONDING REQUIREMENTS**

(Applicable to construction and facility improvement contracts exceeding \$100,000)

The Contractor/Subcontractor shall comply with CLIENT bonding requirements, unless they have not been approved by HUD, in which case the Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s/Subcontractor’s obligations under such contract.
- (3) *A payment bond on the part of the Contractor/Subcontractor for 100 percent of the contract price.* A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, as amended by the Housing and Community Development Act of 1992** (12 U.S.C § 1701u) (24 CFR Part 75)
(As required by applicable thresholds)

- A.** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3) shall follow the requirements of 24 CFR Part 75. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment

that would prevent them from complying with the part 75 regulations.

- C. The *Contractor*/Subcontractor agrees to send to each labor organization or representative of workers with which the *Contractor*/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The *Contractor*/Subcontractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the *contractor*/subcontractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the *Contractor*/Subcontractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. **FAIR HOUSING ACT**

Contractor/Subcontractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex,

national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

32. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. § Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: www.USASpending.gov.

33. Procurement

The Uniform Guidance procurement requirements (2 C.F.R. § Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

34. Change Orders to Contracts

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, the contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to the contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

35. Environmental Review

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES. The primary purpose of this

Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. Lead Based Paint

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. § Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. Environmental Review Record

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. § Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. Flood Insurance Requirements

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. Duplication of Benefits

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole.

The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., established the requirements for Duplication of Benefits (DOB) analysis.

40. Anti-Fraud, Waste and Abuse Checks

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. Affirmatively Furthering Fair Housing

The Fair Housing Act of 1968, as amended, 42 U.S.C. §3601, et seq., dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 et seq., for each community receiving a grant under Subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. §§5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. Drug Free Workplace

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §81, as implemented by 24 C.F.R. § Part 24 Subpart F, §§983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. Timely Distribution of Funds

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 FR 5844. Additionally, per 83 FR 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established.

Furthermore, consistent with 31 U.S.C §1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

44. Property Management and Distribution

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

45. Limited English Proficiency

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

46. Personally Identifiable Information

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information (PII) obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

47. Uniform Relocation Act

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA or Uniform Act), as amended. 49 C.F.R. § Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. Residential anti-displacement and relocation assistance plan. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325

(a) Certification.

- (1) As part of its consolidated plan under 24 CFR part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.
- (2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.
- (b) Plan contents.
 - (1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.
 - (2) The plan shall provide for relocation assistance in accordance with § 42.350.
 - (3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. Complaints and Appeals

Citizen comments on CLIENT's published Action Plan, any substantial amendments to the Action Plan, performance reports and/or other issues related to the general administration of CDBG-DR funds are welcomed throughout the duration of the grant. The Citizen Participation Plan is posted as a stand-alone document at www.Client.gov. Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: hotline@hudoig.gov.

50. Monitoring

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, CLIENT will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

51. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

APPENDIX D
TASK ORDER TEMPLATE

This Task Order No. __, Statement of Work for _____ for the _____ (“Task Order”) effective as of _____, between _____ (“Client”) and Witt O’Brien’s, LLC (“Consultant”).

WHEREAS, this Task Order is in support of the _____ (“Agreement”), dated _____, and attached herein as an exhibit;

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal (“Proposal”) dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

City of Alpharetta, GA

Witt O’Brien’s, LLC

Signature:	Signature:
Name: Jim Gilvin	Name:
Title: Mayor	Title:
Date:	Date:

City of Alpharetta, GA Approved as to substance	City of Alpharetta Approved as to form
Signature:	Signature:
Name: Chris Lagerbloom	Name: Molly Esswein
Title: City Administrator	Title: City Attorney
Date:	Date:

**AGREEMENT BETWEEN
WITT O'BRIEN'S, LLC AND
CITY OF ALPHARETTA, GEORGIA**

Contract Addendum

This Contract Addendum supplements that certain Professional Services Agreement (the "Agreement") between **WITT O'BRIEN'S, LLC**, a foreign limited liability company (the "Consultant"), and **CITY OF ALPHARETTA**, a Georgia municipal corporation (the "Client") (collectively, the "Parties") of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached.

2. Confidentiality.

Consultant acknowledges that Client's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

3. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of Client's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the Client. Any provision of the Agreement requiring the Client to indemnify the Consultant is only valid to the extent allowed by Georgia law. The Parties agree that the Client is under no obligation to procure any additional insurance related to this Agreement.

4. Governing Law.

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the Client as a municipality of Georgia and as a party to this Agreement.

5. Material Condition.

Each term of this Agreement is material, and Consultant's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to Client at law or in equity.

6. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavits.**

Pursuant to O.C.G.A. § 13-10-91, Client shall not enter into a contract for the physical performance of services unless Consultant shall provide evidence on the forms attached hereto as Exhibits “A” and “B” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit “A,” and submitted such affidavit to Client. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91, and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) to perform services for Client, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as Addendum Exhibit “B,” which subcontractor affidavit shall become part of the contractor/subcontractor agreement. Consultant agrees that the employee-number category designated below is applicable to it:

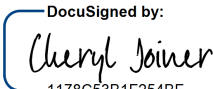
- _____ 500 or more employees
- _____ 100 or more employees
- _____ Fewer than 100 employees

Consultant hereby agrees that in the event Consultant employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor. If Consultant does not employ or contract with any subcontractor(s) to perform services for Client, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

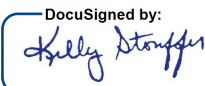
(Signatures on following page)

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement, including this Contract Addendum, effective as of this _____ day of _____, 2023.

WITT O'BRIEN'S, LLC

By: 
Name (print): Cheryl Joiner
Title (print): Director Contracts & Compliance

ATTEST:

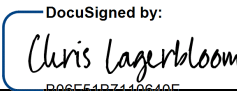
By: 
Name (print): Kelly Stouffer
Title (print): Contract Manager

[AFFIX CORPORATE SEAL]

CITY OF ALPHARETTA, GEORGIA

By: 
Jim Gilvin, Mayor

ATTEST:

By: 
Chris Lagerbloom, City Administrator

[AFFIX CUSTOMER SEAL]

Approve as to form

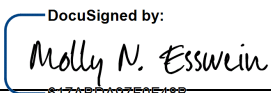
By: 
Molly Esswein, City Attorney

EXHIBIT A**STATE OF GEORGIA****COUNTY OF FULTON****CONSULTANT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Consultant will continue to use the federal work authorization program throughout the contract period, and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023 in _____
(city), _____ (state).

Date of Authorization

WITT O'BRIEN'S, LLC

Name of Contractor

Signature of Authorized Officer or Agent

Name of Project

Printed Name and Title of Authorized Officer or
Agent

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2023.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT B

STATE OF GEORGIA
COUNTY OF FULTON

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

CITY OF ALPHARETTA, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2023 in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2023.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

**AGREEMENT BETWEEN
ECIVIS, INC. AND
CITY OF ALPHARETTA, GEORGIA**

Contract Addendum

This Contract Addendum supplements that certain Statement of Work, Participating Addendum, and Master Agreement between **ECIVIS, INC.**, a foreign corporation (the “Contractor”), and **CITY OF ALPHARETTA** a Georgia municipal corporation (the “City”) (the “Agreement”) of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached.

2. Term of Agreement.

Contractor warrants and represents that it will perform the services described in the Agreement in a prompt and timely manner, which shall not impose delays on the progress of the services. The term of this Agreement (“Term”) shall commence as of September 15, 2023, and the services shall be completed, and the Agreement shall terminate on September 14, 2028 (provided that certain obligations will survive termination/expiration of this Agreement). As the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 14 each calendar (contract) year of the Term, and further, that this Agreement shall automatically renew on September 15 of each subsequent calendar (contract) year absent City’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar (contract) year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City.

3. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

4. Confidentiality.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act. Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10. The Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

5. **Termination.**

- a. For Convenience. City may terminate this Agreement for convenience at any time upon providing written notice thereof at least thirty (30) calendar days in advance of the termination date.
- b. For Cause. Contractor shall have no right to terminate this Agreement prior to completion of the services, except in the event of City's breach of the licensing terms as set forth in the Agreement or City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.
- c. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.
- d. Payment Upon Termination. Upon termination, City shall provide for payment to Contractor for services rendered prior to the termination date.
- e. Conversion to Termination for Convenience. If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience as provided above.
- f. Requirements Upon Termination. Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other

information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

- g. Reservation of Rights and Remedies. The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement, at law, or in equity.

6. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the City Council shall authorize the Mayor to execute this Agreement on behalf of the City. Any provision of the Agreement requiring the City to indemnify the Contractor is only valid to the extent allowed by Georgia law.

7. Governing Law.

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as municipality of Georgia and as a party to this Agreement.

8. Force Majeure.

Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military body; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

9. Material Condition.

Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

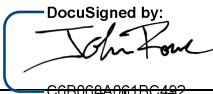
10. Assignment of Agreement; Subcontractors.

Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided,

however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or substantially all of that party’s assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, including this Contract Addendum, effective as of this _____ day of _____, 2023.

ECIVIS, INC.

By:  _____
Name (printed): John Rowe
Title (printed): Director of Sales

ATTEST:

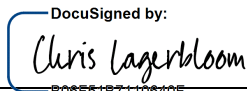
By:  _____
Name (printed): Meagan McLean
Title (printed): Senior Account Executive

[AFFIX CORPORATE SEAL]

CITY OF ALPHARETTA, GEORGIA

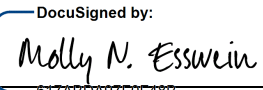
By:  _____
Jim Gilvin, Mayor

ATTEST:

By:  _____
Chris Lagerbloom, City Administrator

[AFFIX CITY SEAL]

Approved as to form:

By:  _____
Molly Esswein, City Attorney



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 23, 2025

AGENDA ITEM:

Resolution: Certified City of Ethics

Consideration of adoption of a resolution to adopt the five ethics principles set forth in the Georgia Municipal Association's Certified City of Ethics Program.

STAFF RECOMMENDATION:

Adopt a resolution to adopt the five ethics principles set forth in the Georgia Municipal Association's Certified City of Ethics Program.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

In order to maintain the City of Alpharetta's status as a Certified City of Ethics, the Georgia Municipal Association ("GMA") requires each city to adopt (by resolution) GMA's five ethics principals as part of ethics program's recertification process. GMA requires cities to recertify as a City of Ethics every four (4) years.

After adoption of this resolution, the City Clerk will send a cover letter, this resolution, and the current Ethics Ordinance (which was amended in 2023 by Ordinance 826) to GMA to request recertification.

Attached as a Exhibit A to this proposed Resolution is a copy of the city's current ethics ordinance.

ALTERNATIVES:

Do not adopt this resolution and decide to not pursue recertification.

ATTACHMENTS:

1. Resolution City of Ethics



A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT THE FIVE ETHICS PRINCIPLES SET FORTH IN THE GEORGIA MUNICIPAL ASSOCIATION'S CERTIFIED CITY OF ETHICS PROGRAM

WHEREAS, the Board of Directors of the Georgia Municipal Association (GMA) has established a Certified City of Ethics program; and

WHEREAS, the City of Alpharetta wishes to retain its status as a Certified City of ethics under the GMA program; and

WHEREAS, a part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board; and

WHEREAS, the GMA Board's approved ethics principles are further established and defined within the Code of Ethics and Conduct, as codified in Chapter 2, Article V of the Code of the City of Alpharetta, Georgia; and

WHEREAS, the Mayor and City Council of the City of Alpharetta adopted Ordinance 863 to amend the City's Code of Ethics on August 28, 2023, to uphold and maintain the standards set forth by the Georgia Municipal Association's Certified City of Ethics Program. The City's current ethics ordinance, which includes the amendments in Ordinance 863 is attached hereto as "Exhibit A".

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta, that as a group and as individuals, the Mayor and City Council subscribe to the following ethics principles and pledges to conduct its affairs accordingly:

- Serves others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the wellbeing of our constituents
- Create an environment of honesty, openness, and integrity

SO RESOLVED this 23rd day of July 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

*At the time this resolution was considered and adopted, Post 2 of the City Council was vacant.

EXHIBIT A

ARTICLE V. CODE OF ETHICS AND CONDUCT¹

Sec. 2-189. Purpose.

Recognizing that stewardship of the public interest must be their primary concern, city officials will work for the common good of the people of Alpharetta and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the city council, boards and commissions.

The purpose of this code of ethics is to:

- (1) Encourage high ethical standards in official conduct by city officials;
- (2) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (3) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (4) Serve as a basis for disciplining those who refuse to abide by its terms.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-190. Scope.

The provisions of this code of ethics shall be applicable to all elected or appointed city officials. Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter. These laws include, but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and city ordinances and policies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-191. Definitions.

Solely for the purpose of this code of ethics:

City official or *official*, unless otherwise expressly defined does not include city employees but does mean the mayor and members of the city council. The term "city official" also includes all individuals, including city

¹Editor's note(s)—Ord. No. 755, § 1, adopted Apr. 30, 2018, amended art. V in its entirety to read as herein set out. Former art. V, §§ 2-189—2-204, pertained to similar subject matter, and derived from Code 1989, §§ 2-141—2-147, 2-149—2-155, 2-157, 2-158; Ord. No. 587, §§ 1—7, 9—15, 17, 18, adopted May, 1, 2006; and Ord. No. 662, §§ 1—7, 9—15, 17, 18, adopted May, 21, 2012.

State law reference(s)—Code of ethics for governmental service, O.C.G.A. § 45-10-1; conflicts of interest, O.C.G.A. § 45-10-10 et seq.

employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the mayor and/or city council.

Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

Employee means any person who is a full-time or part-time employee of the city.

Financial interest means any interest which shall yield, directly or indirectly, a monetary or other material benefit to the official, other than the duly authorized salary or compensation for the official's services to the city, or to any person employing or retaining the services of the official or to a person or entity in which the official has a substantial interest.

Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

Reasonably foreseeable means a result or event that can be reasonably anticipated or expected, and is more than hypothetical or theoretical.

Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

- (1) The interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) The funds received by the person from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less;
- (1) The person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (2) The person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-192. Conduct.

- (a) *Conduct of city officials.* The professional and personal conduct of city officials must be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of council, boards and commissions, or the staff.
- (b) *Respect for process.* City officials shall perform their duties in accordance with the processes and rules of order established by the city council and boards and commissions governing the deliberation of public policy

issues, meaningful involvement of the public, and implementation of policy decisions of the city council by city staff.

- (c) *Conduct of public meetings.* City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
- (d) *Decisions based on merit.* City officials shall base their decisions on the merits and substance of the matter at hand.
- (e) *Communication.* City officials shall publicly share substantive information that is relevant to a matter under consideration by the council or boards and commissions which they may have received from sources outside the public decision-making process.
- (f) *Policy roles of city officials.* City officials shall respect and adhere to the structure of government of Alpharetta as outlined in the city Charter and policies and procedures. In this structure, the city council determines the policies of the city with the advice, information and analysis provided by the public, boards, commissions, and city staff.
- (g) *Liaison responsibility.* City officials serving as liaisons to city departments shall serve to facilitate communications and information from those departments to city council, but shall not direct the activities of the department directors. City officials shall not interfere with the day-to-day administrative functions of the city or the professional duties of city staff; nor shall they impair the ability of staff to implement council policy decisions.
- (h) *Independence of boards and commissions.* Because of the value of the independent advice of boards and commissions to the public decision-making process, city officials of council shall refrain from using their position to influence unduly the deliberations or outcomes of board and commission proceedings.
- (i) *Positive work place environment.* City officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. City officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-193. Prohibitions.

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, or where it is reasonably foreseeable to a reasonable person that the decision will have a financial effect to a person or entity in which the official has a substantial interest unless it can be demonstrated that the financial effect is indistinguishable from the effect on the public generally, shall fail to disclose for the record the substantial interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) Where the substantial interest of a city official has not been disclosed as required by subsection (b) of section 2-193 by reason of a city official's absence from the meeting referred to therein, the city official shall disclose the interest and otherwise comply with subsection (b) of section 2-193 at the first meeting of the council, board or commission, as the case may be, attended by the city official after the meeting referred to in subsection (b) of section 2-193.

-
- (d) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
 - (e) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
 - (f) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.
 - (g) Public property shall be disposed of in accordance with state law.
 - (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
 - (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
 - (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
 - (k) No city official shall utilize the city's name or logo for the purpose of endorsing any business.
 - (l) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
 - (m) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
 - (n) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
 - (o) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
 - (p) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
 - (q) A city official shall represent the official policies or positions of the city council, board and commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.
 - (r) In keeping with their role as stewards of the public interest, members of council shall not appear on behalf of the private interests of third parties before the council or any board or commission, or proceeding of the city, nor shall members of boards and commissions appear before their own bodies or before the council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-194. Conflict of interest.

- (a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.
- (b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.
- (c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

(Ord. No. 755, § 1, 4-30-2018)

Sec. 2-195. Implementation.

Ethical standards shall be included in the regular orientations for candidates for city council, applicants to boards and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the city code of ethics and conduct.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Editor's note(s)—Ord. No. 863, § 1(Exh. A), adopted Aug. 28, 2023, repealed the former §§ 2-195—2-200 and enacted new §§ 2-195—2-211 as set out herein. Former §§ 2-195—2-200 pertained to the board of ethics; receipt of complaints; initial review; further proceedings on complaints; right to appeal; penalty; and implementation, and derived from Ord. No. 755, § 1, adopted Apr. 30, 2018.

Sec. 2-196. Ethics complaints.

- (a) Any person may file an ethics complaint alleging a violation of any of the provisions of this article by a city official by completing and submitting to the city clerk the ethics complaint form provided by the city. The person filing an ethics complaint shall be referred to in this article as the "complainant." In the event the city clerk is the subject of an ethics complaint, all duties of the city clerk in this article shall be undertaken by the city administrator.
- (b) The ethics complaint shall, at a minimum, identify the specific provisions of this article alleged to be violated, shall be supported by affidavits based on personal knowledge, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit shall be attached to the affidavit. Every ethics complaint shall be signed and notarized, and shall contain the following statement:

"I have read the ethics complaint and aver that the facts contained therein are true to the best of my knowledge and belief, and I am aware that the Ethics Ordinance authorizes the imposition of penalties against me for filing a frivolous complaint, including without limitation, payment of costs and attorney's fees associated with the handling and processing of the ethics complaint, and/or all other penalties applicable under the law."
- (c) An ethics complaint shall be filed within six months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure, within six months of the date the alleged violation was or should have been discovered by the complainant after due diligence so long as such date is not more than one year after the date the alleged violation is said to have occurred.

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- (d) No action may be taken on any ethics complaint which arises out of substantially the same facts or circumstances which have previously served as the basis for an ethics complaint pursuant to this article.
 - (e) A separate ethics complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. The person alleged to have violated this article shall be referred to in this article as the "respondent."

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-197. Board of ethics.

- (a) Notwithstanding the requirements of section 2-111 of this Code, the board of ethics ("board") shall be composed of five individuals, who shall serve for terms of four years. All members of the board shall serve until their successors are appointed.
- (b) Members of the board shall be appointed by a majority vote of the mayor and councilmembers, provided that no individual may be appointed to the board who receives more than one negative vote.
- (c) The mayor and council may also appoint up to two alternate members to serve on the board in the event a board member is disqualified to hear a complaint due to a conflict or resigns prior to the final resolution by the board of an ethics complaint. Alternates shall be appointed in the same manner as members of the board, and shall meet the same qualifications as set forth below.
- (d) Member qualifications:
 - (1) Three members of the board and one alternate shall meet the following qualifications:
 - a. Are attorneys at law in good standing with the State Bar of Georgia;
 - b. Have been a member of the State Bar of Georgia for at least five years, and have at least five years experience in the practice of law, with no less than three of those years dedicated to general civil litigation practice;
 - c. Are not, and have never been, an employee or city official, and are not the spouse, parent, child, or sibling of an existing or former employee or city official;
 - d. Have no, and the members of their immediate family have no, business or contractual relationship with the City of Alpharetta or any sitting city council members or any business in which a sitting city council member has a substantial interest, have not provided monetary' or in-kind campaign contributions to sitting city council members, and otherwise have no conflict of interest in providing service on the board; and
 - e. Have not been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
 - (2) Two members of the board and one alternate shall meet the following qualifications:
 - a. Are residents of the city and have been residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.
 - b. Are not, and have never been, an employee or city official, and are not the spouse, parent, child, or sibling of an existing or former employee or city official;

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- c. Have no, and the members of their immediate family have no, business or contractual relationship with the City of Alpharetta or any sitting city council members or any business in which a sitting city council member has a substantial interest, have not provided monetary' or in-kind campaign contributions to sitting city council members, and otherwise have no conflict of interest in providing service on the board; and
 - d. Have not been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
 - e. Upon appointment, members of the board and any alternates shall sign an affidavit attesting to their qualification to serve as a member of the board.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-198. Processing ethics complaints.

- (a) Upon receipt of an ethics complaint, the city clerk shall, within five business days from receipt of the ethics complaint, determine whether the ethics complaint on its face satisfies the requirements of section 2-196 of this article.
 - (1) If the ethics complaint does not meet the requirements set forth in section 2-196 of this article, the city clerk shall notify the complainant in writing of the defect(s) via certified mail, return receipt requested. Thereafter, the complainant shall be afforded ten business days from receipt of the notification of defect from the city clerk to cure any defects that may be cured and re-submit the ethics complaint. If an ethics complaint is not re-submitted within the allotted time period, the city and the city clerk shall take no further action on the ethics complaint.
 - (2) If the city clerk finds that the ethics complaint meets the requirements of section 2-196 of this article on its face, the ethics complaint will be processed pursuant to the provisions of this article.
- (b) Upon confirmation by the city clerk that the ethics complaint meets the requirements of section 2-196 of this article on its face, the city clerk shall promptly forward a copy of the ethics complaint by certified mail, return receipt requested, to the city official against whom the ethics complaint was filed.
- (c) The respondent shall respond to the ethics complaint within 30 days of receipt of the ethics complaint from the city clerk. The respondent's response may be supported by affidavits based on personal knowledge and shall show affirmatively that the affiant is competent to testify to the matters stated therein. The response may include allegations of a violation of section 2-210 of this article. All documents referred to in an affidavit shall be attached to the affidavit. The respondent shall verify the response by his or her signature thereon, which shall be notarized.
- (d) Within 60 days of the determination by the city clerk that the ethics complaint meets the requirements of section 2-196 of this article, unless such time is extended by the board to hear the ethics complaint upon good cause shown, the board shall convene a meeting to conduct an initial review of the ethics complaint to determine whether specific, substantiated evidence from a credible source(s) exists in the ethics complaint to support a reasonable belief that there has been a violation of this article.
- (e) If, after reviewing the ethics complaint, the board determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this article or determines that no violation occurred as a matter of applying the facts alleged and accepted as true to the

terms of the article, the board shall dismiss the ethics complaint without further proceedings. Such dismissal shall be entered in writing stating the basis therefor.

- (f) If the board determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this article by the respondent, the board shall set a hearing for consideration of the allegations of the ethics complaint, which hearing shall be held in not less than 30 days and not more than 45 days from the date of notice for the hearing ("ethics hearing"). Written notice of the ethics hearing, containing the time, date, and place of such hearing, shall be sent to the complainant and the respondent by the city clerk by certified mail, return receipt requested.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-199. Ethics hearings.

- (a) All ethics hearings shall be conducted so as to ensure the requirements of due process. At the ethics hearing, the complainant and respondent shall be entitled to make opening statements, testify, present witnesses and evidence, and make a closing statement after the submission of all evidence. Both the complainant and the respondent shall be allowed to question any witness that testifies.
- (b) The respondent and the complainant shall be entitled to be represented by legal counsel at all stages of consideration of an ethics complaint, including at the ethics hearing.
- (c) The board may not call witnesses or tender evidence of its own accord; however, members of the board may question any witnesses that are called to testify by either the respondent or the complainant.
- (d) Any final determination resulting from the ethics hearing shall include written findings of fact and conclusions of law. In reaching its decision on the ethics complaint, the board shall decide if clear and convincing evidence presented at the ethics hearing establishes a violation of this article.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-200. Organization and internal operating regulations.

- (a) The board shall elect a chairperson to preside over meetings and hearings of the board.
- (b) Members of the board shall serve without compensation.
- (c) The city council shall provide meeting space for the board. Subject to budgetary procedures and requirements of the city, the city shall provide the board with such supplies and equipment as may be reasonably necessary to perform its duties and responsibilities. The city clerk shall serve as recording secretary to the board.
- (d) Subject to budgetary procedures and requirements of the city, the city attorney shall be available to assist the board in carrying out its responsibilities or to act as an ethics hearing administrator, whose duties shall be limited to conducting the ethics hearing as directed by the board. In the event the city attorney has a conflict of interest in acting as an ethics hearing administrator on a particular case, the board may petition the city council for appointment of counsel on a case-by-case basis. Any such appointed counsel shall be approved by the city council, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the board and the city council.
- (e) The chairperson shall be entitled to the same voting rights as the other members of the board.

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- (f) All meetings or public hearings shall be open to the public and conducted in accordance with the open meeting requirements under state law. Deliberations may be conducted in executive sessions. Any final report or recommendation to the mayor and council shall be conducted in an open meeting.
 - (g) No official action concerning complaints shall be taken by the board, except by the affirmative vote of a majority of the board.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-201. Removal of members.

The city council may remove a member of the board on grounds of neglect of duty or misconduct in office. For purposes of this section, a board member that, without good cause, misses two scheduled board meetings during the handling of a single case shall be deemed to have neglected their duty such that no further evidence demonstrating neglect need be shown. Before initiating the removal of a member from the board, the city council shall give the member written notice of the reason for the intended action, and the member shall have the opportunity to reply. Thereafter, the city council shall afford such member an opportunity for a hearing before the city council. Upon removal of a member by the city council, the city council shall promptly undertake to appoint a replacement member.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-202. Resignation of member.

Any board member's resignation shall be submitted in writing to the city clerk who shall forward the resignation to the city council, the mayor, and the other members of the board. A resignation shall be deemed effective upon submission to the city clerk and cannot be revoked. Upon receipt of the resignation, the mayor and council shall appoint a new member to the board.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-203. Duties and powers.

The board shall have the following duties and powers:

- (1) To establish any procedures, rules, and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules, and regulations do not conflict with any provision contained herein;
- (2) To consider and hear complaints of violations of this article;
- (3) To administer oaths;
- (4) To recommend such action as provided in this article as deemed appropriate because of any violation of this article; and
- (5) To perform any other function authorized by this article.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-204. Custodian of records.

The city clerk shall serve as legal custodian of the board records, and shall accept, file, maintain, and administer, in accordance with all applicable laws, any information related to the purposes of this article.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-205. Limitation of liability.

No member of the board, or any person acting on behalf of the board, shall be liable to any person for any damages arising out of the enforcement or operation of this ethics article, except in the case of willful or wanton misconduct. This limitation of liability shall apply to the city, the members of the board, the city clerk, the city attorney, and any person acting under the direction of the board.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-206. Disciplinary action.

- (a) Upon a determination that a city official has violated this article, the board shall recommend to the mayor and the city council that the city impose any combination of the following penalties and actions:
 - (1) No further action;
 - (2) Written warning, censure, or reprimand;
 - (3) Request for resignation from office;
 - (4) Removal from office to the extent provided by Georgia law; and
 - (5) Repayment to the city of any unjust enrichment.
- (b) The city council shall retain the discretion to determine whether any recommendation presented by the board under subsection (a) shall be imposed. In exercising this discretion, the city council shall not be bound by the recommendation of the board and may impose any combination of the penalties listed in the relevant section. This discretion shall not entitle the city council to override a determination by the board that a violation has occurred.
- (c) In addition to any other remedy provided herein, upon determination of a violation of this article, the board may recommend to the mayor and the city council in writing that any task order, contract, bid, or change order that was the subject of the violation be cancelled or rescinded. The city council shall retain the discretion to determine whether such a cancellation or rescission would be in the best interest of the city and shall not be bound in any way by a recommendation of the board.
- (d) In addition to any other remedy provided herein, the board may also forward its written decision to the Fulton County District Attorney's Office, the Office of the Governor, or other investigatory, prosecutorial, or regulatory agency for appropriate action.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-207. Judicial review.

- (a) Any party against whom a decision of the board is rendered may obtain judicial review of the decision by writ of certiorari to the Superior Court of Fulton County. The application for the writ shall be filed within 30 days from the date of the decision of the city council with respect to the punishment to be imposed. If the board dismisses the ethics complaint or finds no violation to have been proven by clear and convincing evidence after an ethics hearing, the writ shall be filed within 30 days of the written dismissal or decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.
- (b) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-208. Ex parte communications.

- (a) After an ethics complaint has been filed and during the pendency of an ethics complaint before the board, no member of the board may communicate directly or indirectly with any party or other person about any issue of fact or laws regarding the ethics complaint, except as follows:
 - (1) The members of the board may obtain legal advice from the city attorney and may discuss the ethics complaint with any city staff provided by the city council to assist the board; and
 - (2) The members of the board may discuss the ethics complaint at a lawfully conducted meeting.
- (b) If any person attempts to communicate with a board member regarding an ethics complaint pending before the board, the board member shall report the substance of the communication to the board on the public record at the next meeting or hearing of the board.
- (c) No board member shall undertake an independent investigation of any complaint or matter before the board.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-209. Confidentiality of ethics board information.

No member of the board, city staff, nor any other public servant who has access to any confidential information related to the functions or activities of the board, shall divulge that information to any person not authorized to have it.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-210. Wrongful use of this article.

- (a) The purpose of this article is to maintain a high standard of ethical behavior by city officials. This will be most effective when city officials and citizens work together to set and maintain high ethical standards.

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- (b) In order to accomplish this purpose, ethics complaints shall be based on fact and have the intent to improve the ethical climate of the city.
 - (c) A wrongful use of this article shall occur if and when a frivolous, false, or politically motivated ethics complaint is filed in a negligent, reckless, or purposeful manner without a basis in law or fact and for purpose other than reporting a violation of this article.
 - (d) In deciding if an ethics complaint is a wrongful use of this article, the board shall consider the following, without limitation:
 - (1) The timing of the ethics complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, when the ethics complaint was filed, and the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;
 - (2) The nature and type of publicity surrounding the filing of the ethics complaint, and the degree of participation by the complainant in publicizing the fact that an ethics complaint was filed;
 - (3) The existence and nature of any relationship between the respondent and the complainant before the ethics complaint was filed;
 - (4) If respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
 - (5) Whether the complainant knew or reasonably should have known that the allegations in the ethics complaint were groundless; and
 - (6) The complainant's motives in filing the complaint.
 - (e) Allegations of a violation of this section shall be raised by the respondent as part of the respondent's response to an ethics complaint.
 - (f) Allegations of a violation of this section shall be considered by the board considering the ethics complaint that is alleged to be a violation of this section. Evidence supporting and opposing the allegations of a violation of this section shall be presented at the same ethics hearing conducted with respect to the ethics complaint that is alleged to be a violation of this section.
 - (g) Upon a finding by the board that clear and convincing evidence of a violation of this section was presented at the ethics hearing, the board shall recommend to the mayor and the city council that the city impose any combination of the following penalties and actions:
 - (1) Public reprimand;
 - (2) Criminal prosecution for perjury; and
 - (3) Payment of costs and attorney's fees associated with the handling and processing of the ethics complaint. For purposes of this subsection, the term "costs" shall include the staff time dedicated to processing the ethics complaint as well as copy costs and other directly attributable administrative expenses. For purposes of this subsection, the phrase "attorney's fees" shall include the reasonable fees of the attorney retained, if any, by the subject of the ethics complaint as well as any fees necessary to be paid to the board attorneys.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Sec. 2-211. Reimbursement for reasonable attorney's fees.

In the event an ethics complaint brought against the respondent arising out of their official duties is dismissed (by either voluntary withdrawal of the complaint by the complainant or by action of the board dismissing the complaint as unfounded or otherwise subject to dismissal), the respondent shall be entitled to reimbursement from the city for reasonable attorney's fees incurred in defending said ethics complaint. Upon securing a final determination by the board of the complaint being dismissed (to include voluntary withdrawal of the complaint by the complainant), the respondent shall submit a copy of the order making such findings or complainant's withdrawal, whichever is applicable, to the Alpharetta City Administrator along with a copy of all applicable itemized attorney's fees incurred in defending same. The itemized attorney's fees shall have attorney time and tasks broken down in one-tenth of an hour increments along with the attorney's hourly fee, coupled with a sworn statement by the attorney that the amount submitted for repayment is the same amount for which the respondent would otherwise have been responsible, or has already paid. Other than attorney time, no other expense or fees shall be subject to reimbursement.

The city administrator shall submit the attorney fee statement to the city attorney for a determination of reasonableness, of which determination shall be provided in writing (including e-mail) to the city administrator. Upon all or a portion of the fees being deemed reasonable, the city administrator shall submit all documentation to the city finance department for issuance of a reimbursement check to the respondent or respondent's attorney, at respondent's discretion. In no event shall reimbursement under this paragraph exceed \$10,000.00 per ethics complaint.

(Ord. No. 863, § 1(Exh. A), 8-28-2023)

Note(s)—See editor's note at § 2-195.

Secs. 2-212—2-224. Reserved.



STAFF REPORT

Department: Public Safety
Submitted By: Stephanie Cochran
Meeting Date: July 23, 2025

AGENDA ITEM:

Flock Safety Drone as a First Responder Program

STAFF RECOMMENDATION:

Discussion only of Flock drone concept. Seeking direction on the item.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: THE TOTAL COST FOR THE FIRST YEAR IS \$150,000, WHICH WILL BE FUNDED BY THE ASSET FORFEITURE FUND AND THE GENERAL FUND THROUGH THE PS FLEET REPLACEMENT.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
DRONE 1ST RESPONDER PRGM / 21031110 - 542100 -C2507	\$18,800
PS FLEET REPLACEMENT / ACCT # TBD	\$79,000
ASSET FORFEITURE CONTINGENCY / 21031110 - 579000	\$52,200

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
N/A	\$0.00
N/A	\$0.00
N/A	\$0.00

ITEM DESCRIPTION:

Alpharetta Department of Public Safety would like to partner with Flock Safety to provide a Drone as a First Responder program.

The Drone as a First Responder program is an innovative public safety initiative that deploys drones to scenes before responders arrive, providing real-time aerial intelligence. By equipping responders with rapid airborne support, the department can enhance situational awareness, improve response times, and allow first responders to assess incidents more effectively, increasing safety for public safety responders and the community. By reducing risks, aiding in de-escalation, and optimizing resource allocation, DFR has become a valuable tool in modern public safety response.

Flock Safety is a leading safety technology platform that helps communities thrive by taking a proactive approach to crime prevention and public safety.

The program's cost for the first year is \$150,000, which will be funded by Asset Forfeiture and the General Fund—PS Fleet Replacement.

ALTERNATIVES:

No alternatives.

ATTACHMENTS:

1. Quote_Alpharetta PD 1-year DFR
2. Alph - Flock Group Drone Contract - Addendum 05022025

Flock Safety + GA - Alpharetta PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Keith Kenner
keith.kenner@flocksafety.com
4047982998

Created Date: 04/18/2025
Expiration Date: 06/30/2025
Quote Number: Q-135951
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 2565 Old Milton Parkway Alpharetta, Georgia 30009

Ship To: 2 Park Plz Alpharetta, Georgia 30009

Billing Company Name: GA - Alpharetta PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 12 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$150,000.00
Flock Safety Drone Hardware and Services			
Flock Aerodome DFR - M350 + Dock	Included	1	Included
Flock911 for Aerodome	Included	1	Included
Flock Aerodome DFR - Radar	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$150,000.00

Annual Recurring Subtotal: \$150,000.00

Discounts: \$150,000.00

Estimated Tax: \$0.00

Contract Total: \$150,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$150,000.00
Annual Recurring after Year 1	\$150,000.00
Contract Total	\$150,000.00

*Tax not included

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

FlockOS Features	Description
Flock Aerodome DFR - M350 + Dock	Drone as First Responder (DFR) 2.0 system, including hardware, software, and services. Hardware includes Matrice (M350) drone, camera, batteries, and battery-swapping dock. Software includes remote piloting, air traffic awareness, spectator view, mobile app, flight logging, mission reporting, and community engagement dashboard. Services include FAA regulatory services, SOP development, training, and ongoing support.
Flock911 for Aerodome	Flock911 enables users to access live 911 calls directly within the FlockOS™ software, delivering real-time situational context that ensures faster, safer, and more efficient responses to calls for service.
Flock Aerodome DFR - Radar	Drone as First Responder (DFR) 2.0 detect and avoid capabilities for operations up to 400 ft according to agreed-upon UASFM altitudes. Includes FAA regulatory services and installation.

FlockOS Features & Description

FlockOS Features	Description
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AGREEMENT BETWEEN THE CITY OF ALPHARETTA, GEORGIA AND FLOCK GROUP INC. FKA FLOCK SAFETY

Addendum No. 1

This Contract Addendum supplements those certain Terms and Conditions, Order Form, and Product Addendum (collectively the “Agreement”) between **FLOCK GROUP, INC. AKA FLOCK SAFETY** a foreign corporation, (the “Contractor”), and **CITY OF ALPHARETTA** a Georgia municipal corporation (the “City”) (the “Agreement”) of even date herewith, to add the following provisions thereto:

1. Conflicting Provisions.

The provisions of this Contract Addendum supersede and control over any conflicting provisions written into the Agreement to which this Contract Addendum is attached.

2. Term of Agreement.

If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on December 31 each calendar (contract) year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar (contract) year absent City’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar (contract) year. To the extent this may apply to this Agreement, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by City. Upon termination or expiration of this Agreement, Contractor shall remove any applicable Flock Hardware at a commercially reasonable time period.

3. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

4. Confidentiality.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto. Notwithstanding any provision to the contrary, the City shall provide advance notice of any disclosure of Contractor's Confidential Information unless prohibited by law, and shall only disclose as much Confidential Information as is required to be disclosed by any applicable judicial or administrative process, law or regulation

5. Sovereign Immunity.

Nothing contained in the Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring the City to indemnify the Contractor is only valid to the extent allowed by Georgia law.

6. Governing Law.

This Agreement is governed by the laws of the State of Georgia to the extent that such laws apply to the City as municipality of Georgia and as a party to this Agreement.

7. Force Majeure.

Neither City nor Contractor shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, and if applicable, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

8. Assignment of Agreement; Subcontractors.

Neither party may assign or transfer this Agreement or any rights granted to it hereunder, in whole or in part, nor delegate any of its duties or obligations arising hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however that this Agreement may be transferred by operation of law or assignment by either party to a surviving entity of a merger or consolidation involving that party or to a purchaser of all or

substantially all of that party's assets. Any assignment, transfer or delegation of rights, duties or obligations hereunder in contravention of the preceding sentence shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the parties to this Agreement and their respective successors and permitted assigns.

9. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.**

Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless Contractor shall provide evidence on the forms attached hereto as Addendum Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Addendum Exhibit "A", and submitted such affidavit to City. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) to perform services for City, Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Addendum Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement. Contractor agrees that the employee-number category designated below is applicable to it:

_____ 500 or more employees
_____ 100 or more employees
_____ Fewer than 100 employees

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. If Contractor does not employ or contract with any subcontractor(s) to perform services for City, the provisions of this section related to subcontractors shall not apply. The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

(signature page to follow)

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, including this Contract Addendum, effective as of _____.

**FLOCK GROUP INC. AKA FLOCK SAFETY, a
foreign corporation**

By: _____ Name
(printed): _____ Title (printed): _____

ATTEST:

By: _____
Name (printed): _____
Title (printed): _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to substance:

By: _____
Chris Lagerbloom, City Administrator

Approved as to form:

By: _____
Jennifer McCall, City Attorney

EXHIBIT A

STATE OF GEORGIA

COUNTY OF FULTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Flock Group, Inc.,
Name of Contractor

Drone Hardware and Services
Name of Project

CITY OF ALPHARETTA, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025 in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT B

**STATE OF GEORGIA
COUNTY OF FULTON**

SUBCONTACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-1091, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **Flock Group, Inc.** on behalf of the **CITY OF ALPHARETTA, GEORGIA**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Drone Hardware and Services
Name of Project

CITY OF ALPHARETTA, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025 in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or

Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 2025.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]



STAFF REPORT

Department: City Clerk
Submitted By: Lauren Shapiro
Meeting Date: July 23, 2025

AGENDA ITEM:

Alcohol Ordinance Amendments: Distance Requirements

STAFF RECOMMENDATION:

This item is for work session discussion only.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

This work session is for the purposes of discussing proposed text amendments to The Code of the City of Alpharetta as it relates to the City's Alcohol Ordinance.

Attached is a draft of the proposed Ordinance, which adds definitions for clarity and application and amends distance requirements city-wide and in alignment with State rules and regulations.

ALTERNATIVES:**ATTACHMENTS:**

1. Alcohol Ordinance Distance Requirements
2. Ordinance Amending Alcohol Distances

ALCOHOL ORDINANCE

PROPOSED TEXT AMENDMENTS

Definitions

Distance Requirements



4-1 DEFINITIONS

PROPOSED ORDINANCE AMENDMENT

COLLEGE OR COLLEGE CAMPUS

Removes definition of college or college campus from Section 4-17 and establishes as a definition in Section 4-1 for application to the entire Alcohol Ordinance

DOWNTOWN DISTRICT

Establishes a definition for the “Downtown District” for application to the entire Alcohol Ordinance

EATING ESTABLISHMENTS

Adds clarity to current definition to state that it is an on premises consumption establishment
Changes 50/50 requirement from annual sales to monthly sales

MIXED USE DEVELOPMENT DISTRICT

Establishes definition for Mixed Use Development District

PREMISES

Adds clarity to definition by clarifying ownership and relates to alcohol

SCHOOL OR SCHOOL GROUNDS

Establishes definition for school or school grounds and adds clarity as to what qualifies as a school (example: church programs / daycare facilities)

TREATMENT CENTER

Establishes definition for Treatment Center

4-17 DISTANCE REQUIREMENTS

PROPOSED ORDINANCE AMENDMENT

- Reorganized Section 4-17 for easier interpretation and application
- Removes distance requirements from an establishment that sells alcoholic beverages for on-premises consumption (Eating Establishments, Hotels, Theaters, Wine Bar, Art Gallery, etc).
- Only Retail Package Stores will have minimum distance requirements
- Creates a consistent methodology for how distances should be measured from the establishment (4-17(a))
 - Straight Line
 - Distance is measured over or through any obstacles
 - From the primary door of the establishment selling alcohol TO:
 - Primary door of library, church, government owned treatment center, or another package store
 - Primary entry door of private residence
 - Property line of park or school
 - Address Point of school bus stop
- Categorizes minimum distance requirements into one of two categories:
 - 4-17(b): Retail Package Stores that sell only wine, beer, and/or malt beverages, like Publix, QuikTrip, Wine Store
 - 4-17(c): Retail Package Stores that sell distilled spirits (with or without beer, wine, or malt beverages), like Red's, Total Wine, Old Milton Beverage, etc.
- Permits variance procedure for a retail package store to meet distance requirements due to bus stop, school, church, park or other retail package store being within the minimum distance

ON PREMISE CONSUMPTION

	STATE LAW	CURRENT CITY ORDINANCE CITYWIDE	CURRENT CITY ORDINANCE DOWNTOWN DISTRICT	PROPOSED CHANGE TO ORDINANCE
PRIVATE RESIDENCE	No requirement	200 feet, unless home in commercial zoning	50 feet	No distance requirement
PUBLIC LIBRARY	No requirement	300 feet	50 feet	No distance requirement
CHURCH	No requirement	300 feet	50 feet	No distance requirement
SCHOOL OR COLLEGE CAMPUS	No requirement	300 feet	50 feet	No distance requirement
PUBLIC PARK	No requirement	300 feet	50 feet	No distance requirement
SCHOOL BUS STOP	No requirement	200 feet	50 feet	No distance requirement
PACKAGE STORE	No requirement	No requirement	No requirement	No distance requirement
GOV ALCOHOL TRMT CENTER	No requirement	No requirement	No requirement	No distance requirement

WINE + BEER PACKAGE SALES

*Does not apply to grocery stores (10,000 square feet and 85% is non-alcohol sales) or establishments that have OPC and Package Sales

	STATE LAW	CURRENT ORDINANCE CITYWIDE	CURRENT ORDINANCE DOWNTOWN	PROPOSED CHANGE TO ORDINANCE
PRIVATE RESIDENCE	No requirement	200 feet, unless commercial zoning	200 feet, unless commercial zoning	None
PUBLIC LIBRARY	No requirement	300 feet	300 feet	None
CHURCH	No requirement	300 feet	300 feet	None
SCHOOL OR COLLEGE CAMPUS	100 yards	300 feet	300 feet	None
PUBLIC PARK	No requirement	300 feet	300 feet	None
SCHOOL BUS STOP	No requirement	200 feet	200 feet	None
PACKAGE STORE	No requirement	2,000 feet	2,000 feet	None
GOV. ALCOHOL TRMT CENTER	100 yards	City Code is silent, follows state law	City Code is silent, follows state law	Add distance of 300 feet

DISTILLED SPIRITS PACKAGE SALES

	STATE LAW	CURRENT ORDINANCE CITYWIDE	CURRENT ORDINANCE DOWNTOWN	PROPOSED ORDINANCE
PRIVATE RESIDENCE	No requirement	200 feet, unless commercial	200 feet, unless commercial	None
PUBLIC LIBRARY	No requirement	300 feet	300 feet	None
CHURCH	100 yards of church building	300 feet	300 feet	None
SCHOOL OR COLLEGE CAMPUS	200 yards	300 feet	300 feet	Amend distance to 600 feet
PUBLIC PARK	No requirement	300 feet	300 feet	None
SCHOOL BUS STOP	No requirement	200 feet	200 feet	None
PACKAGE STORE	500 yards	2,000 feet	2,000 feet	None
GOV. ALCOHOL TRMT CENTER	100 yards	City Code is silent, follows state law	City Code is silent, follows state law	Add distance of 300 feet



AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 OF THE CODE OF THE CITY OF ALPHARETTA, REFERRED TO AS THE ALCOHOL ORDINANCE; TO PROVIDE FOR EFFECTIVE DATES; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 36-35-3(a) provides that the governing authority of each municipal corporation shall have power to adopt clearly reasonable ordinances, resolutions and regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

WHEREAS, in the interests of the health, safety, and general welfare of the citizens of the City of Alpharetta, Georgia, the Mayor and City Council desires to amend, Chapter 4 of the Code of the City of Alpharetta, Georgia, referred to as the Alcohol Ordinance; and

WHEREAS, appropriate notice and hearing on the amendments contained herein have been carried out according to general and local law;

NOW THEREFORE, the Mayor and City Council of the City of Alpharetta hereby ordains, as follows:

Section 1. Section 4-1 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by adding, in alphabetical order, the following bold, and red underlined definitions:

College or college campus shall include such state, county, public or private educational institutions of higher learning and the grounds and buildings owned or occupied by such college. For purposes of this ordinance, the requirements are intended to apply to the main or primary campus or grounds of a college. A subordinate facility shall not be considered a college if all of the following conditions are met: (1) the college is occupying the subordinate facility as a tenant under a lease agreement; (2) the amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility; (3) the subordinate facility is located in a commercially-zoned district; and (4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.

Downtown district shall refer to the area as follows: the area of the city bounded on the north by the northern right-of-way of Church Street, then traveling southward along the western right-of-way of Canton/Roswell Street to the intersection with Old Milton Parkway, then traveling along the northern right-of-way of Old Milton Parkway eastward to the intersection with State Route 9/Main Street, then traveling northward along the eastern boundary of State Route 9/Main Street to the southern

right-of-way of Marietta Street, then by a line drawn to the east to the intersection of Haynes Bridge Road and Thompson Street, then northward along the western right-of-way of Haynes Bridge Road to the intersection of Academy Street, then proceeding westward along the southern right-of-way of Academy Street to the intersection of State Route 9/Main Street, there to travel northward along the western right-of-way of State Route 9/Main Street to the intersection with Church Street. For the purposes of this definition, any licensed establishment, the property of which abuts the described boundaries, shall be considered to be located within the district.

Eating establishment **for the purposes of on-premises consumption of alcohol** means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total **monthly** gross food and beverage sales from the sale of prepared meals or food.

***Mixed use development district* shall mean a property which is zoned MU (Mixed Use) or DT-MU (Downtown Mixed-Use) and is minimum ten acres.**

Premises means **one physically identifiable place of business operated by the same ownership and overall management and** the definite closed or partitioned-in locality **where alcohol or alcoholic beverages are manufactured, sold, or offered for sale,** whether a room, shop, **suite,** building, restaurant or club, wherein activities permitted by this chapter are conducted.

***Retail package store* means the licensed premises at which alcoholic beverages are sold in unbroken packages for consumption off the premises. This definition excludes manufacturers and wholesale dealers.**

***School or school grounds* shall include only such state, county, city, church, private, or other schools that teach the subjects commonly taught in the common schools and colleges of this state and expressly exclude buildings used by school officials solely for administrative purposes in which school children are not regularly taught. For the purpose of this ordinance, schools, pre-kindergarten programs and childcare centers, that are either non-public or private, shall not be deemed a school unless the school, pre-kindergarten program or childcare center satisfies the requirements of O.C.G.A. § 20-2-690(b).**

***Treatment center* means a facility that receives patients and provides services and care for alcoholics, intoxicated persons, drug dependent individuals, or drug abusers in either an outpatient or inpatient setting.**

Section 2. Section 4-17 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by removing the strikethrough language and adding the following bold, underlined language:

(a) For purposes of this section, distances shall be measured as follows:

- (1) In a straight line from the primary door of the premises from which alcoholic beverages are sold or offered for sale;
- (2) To the primary door of the building of a public library, church, government-owned treatment center or a retail package store;
- (3) To the primary entry door for a private residence;
- (5) To the nearest property line of the real property being used for a public park, school or educational purposes;
- (6) To the point indicated by the county board of education as a school bus stop.
- (7) When measuring distances, obstacles added by the licensee or any other party, such as fences or other improvements or obstructions, added with the purpose of increasing the measurement of distance, and where removal of all such obstacles would result in the premises not satisfying any applicable distance requirement, will be ignored. In those instances, the distance shall be measured over or through any such obstacles, as the city deems appropriate, to obtain the proper distance measurement;

~~(a)~~(b) No ~~person, retailer, or~~ retail package store selling wine, beer, and/or malt beverages may sell or offer to sell alcoholic beverages:

- (1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;
- (2) Within 300 feet of any public library or branch thereof;
- (3) Within 300 feet ~~of the property line~~ of any church, shrine, [or] chapel used exclusively for religious services, and any school grounds or college campus;
- (4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
- (5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children; ~~or~~
- (6) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or

- (7) Within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

~~The schools or colleges referred to herein shall include only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges of this state. A school bus stop is defined as a designated place where five or more children board the bus. The public parks referred to herein shall include all public parks, however, the Alphaloop and the Big Creek Greenway shall be excluded from that definition for the purposes of this Code section only.~~

- (c) No retail package store selling distilled spirits may sell or offer to sell alcoholic beverages:

- (1) Within 200 feet of any private residence, unless such residence is itself in a commercial district;
- (2) Within 300 feet of any public library or branch thereof;
- (3) Within 300 feet of any church, shrine, [or] chapel used exclusively for religious services;
- (4) Within 600 feet of any school grounds or college campus;
- (4) Within 300 feet of that portion of a public park which is habitually used for recreational purposes;
- (5) Within 200 feet of a regular stop as designated by the county board of education where a school bus for the transportation of school children in the public schools of the county shall take on or discharge school children;
- (6) Within 2,000 feet of any other retail package store selling wine, beer, malt beverages or distilled spirits; or
- (7) Within 300 feet of an alcoholic treatment center owned and operated by Georgia or any county or municipal government therein.

~~For premises that are located or proposed to be located in the central business district (as defined in section 1.4.2 of the Unified Development Code), distance shall be measured from such residence, library, property line, park or school bus stop by the straight line distance to the nearest public sidewalk, street or highway, then along such sidewalk, street or highway by the nearest route to the front door of the premises from which alcoholic beverages are to be sold. For premises that are located or proposed to be located in all other areas of the city, distance shall be measured from such residence, library, property line, park or school bus stop by the straight line~~

~~distance to the point of the premises nearest to such residence, library, property line, park or school bus stop. Every license application shall include a scale drawing of the location of the proposed premises, showing the distance of the uses described in this section and a certificate of a registered land surveyor or professional engineer that the location complies with these distance requirements.~~

- (e) ~~The distance requirements of this section pertaining to colleges are intended to apply to the main or primary campus or grounds of a college. For various reasons, a college may occasionally lease subordinate space away from its main campus or grounds to conduct its activities (a subordinate facility). For the purposes of determining compliance with the distance requirements of this section, a subordinate facility shall not be considered a college if all of the following conditions are met:~~

~~(1) The college is occupying the subordinate facility as a tenant under a lease agreement;~~

~~(2) The amount of square footage leased to the college at the subordinate facility is less than 20 percent of the cumulative square footage of the buildings occupied by the college at its primary facility;~~

~~(3) The subordinate facility is located in a commercially zoned district; and~~

~~(4) The subordinate facility is not adjacent or contiguous to the primary facility of the college.~~

~~Notwithstanding the foregoing, no license for the sale of alcoholic beverages shall be granted with respect to an establishment that is located in the same building as a subordinate facility or within 50 feet of a subordinate facility.~~

- ~~(d) The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a private residence and an establishment seeking an on-premises consumption license if there exists one or more of the conditions set forth in subsection (d)(1) of this section, and all of the conditions set forth in subsection (d)(2) of this section:~~

~~(1) a. The establishment is designed to be an integral part of planned mixed use development;~~

~~b. The establishment is located within a shopping center with an aggregate leasable area of 50,000 square feet or more;~~

~~c. The primary entrance of the establishment is not directly visible along the line of measurement and is physically separated from the residence;~~

- ~~d. — There are other licensed establishments of a similar nature in the immediate vicinity;~~
 - ~~e. — The residence is not a single family detached residence.~~
 - ~~f. — The establishment is a contributing historical building as defined by the historic preservation ordinance, and the property is zoned to allow for a use that is suitable for an alcohol license such as a restaurant and/or gourmet food store.~~
- ~~(2) — a. — There are practical or economic difficulties in carrying out the strict letter of the distance requirements;~~
- ~~b. — The request is not based primarily on the desire to reduce the cost of developing the site;~~
- ~~c. — The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;~~
- ~~d. — The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law.~~
- ~~(e) — The city council, after notice and a public hearing, may grant a variance to the minimum distance requirements between a school grounds or college campus and an eating establishment (as the term "eating establishment" is used in section 4-47) seeking an on-premises consumption license, provided that all of the conditions set forth below exist:~~
 - ~~(1) — The location for which a license to sell alcoholic beverages for on-premises consumption is being sought has previously been operated as an eating establishment licensed by both the city and the state for the sale of alcoholic beverages for on-premises consumption within the five years immediately preceding the application for the new license;~~
 - ~~(2) — The primary entrance to the eating establishment is physically separated, either by a street, a fence, shrubbery, a parking lot, another building, or some other form of physical barrier, from the school grounds or college campus which is in close proximity to the eating establishment;~~
 - ~~(3) — There are practical or economic difficulties in carrying out the strict letter of the distance requirements, including the fact that the proposed premises from which alcoholic beverages for on-premises consumption would be sold already contains a commercial kitchen;~~

~~(4) — The request is not based primarily on the desire to reduce the cost of developing the site;~~

~~(5) — The proposed variance will not substantially diminish the property value in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;~~

~~(6) — The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;~~

~~(7) — The proposed variance will have no material effect on the use of the property on which the school grounds or college campus is located as either a school grounds or college campus.~~

~~(d) The city council, after notice and a public hearing, may grant a variance to the local minimum distance requirements between any retail package stores and a school bus stop, school grounds or college campus, church, public park, or other retail package stores, provided that all of the conditions set forth below exist:~~

~~(1) The location for which a license to sell retail packages will not substantially diminish the property value, nor alter the essential character of the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance.~~

~~(2) The city council may also impose any conditions which it finds to be necessary to protect the best interest of the surrounding property of the city. Conditions may include, but not be limited to, the hours of operation, parking and landscaping.~~

~~(3) A location that has been granted a waiver or reduction of distance by the city council shall not be required to obtain a new waiver or reduction of distance as a result in change of tenancy, ownership or management, unless a change in use occurs for a time period of 12 months or more.~~

~~(4) The retail package store will meet all distance requirements set and required by the state of Georgia.~~

~~(f)~~(e) To the extent not otherwise prohibited by O.C.G.A. § 3-3-21 or other state law, the operator of a premises shall not be ineligible to receive, maintain, or renew a license due solely to the premises' noncompliance with the distance requirements set forth in section 4-17(a) if:

(1) A duly licensed licensee engaged in the sale or offer for sale of alcoholic beverages on the premises prior to the establishment of any use or activity described in section 4-17(a) that would otherwise make the premises ineligible for a license; and

(2) After establishment of any use or activity described in section 4-17(a), the sale or offer for sale of alcoholic beverages on the premises did not cease for a period of six months or more. Notwithstanding the foregoing, nothing contained in this subsection or elsewhere in this chapter shall be construed or interpreted to affect the status of a license under this chapter 4 as a mere grant or privilege to carry on the business during the terms of the license subject to all terms and conditions imposed by the city ordinances and state law.

Section 3. Section 4-398 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 4. Section 4-399 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 5. Section 4-400 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 6. Section 4-402 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 7. Section 4-450 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 8. Section 4-451 of Chapter 4 of the Code of Ordinances of the City of Alpharetta is hereby amended by striking the text in its entirety and leaving that Section as Reserved.

Section 9. Severability

It is hereby declared to be the intention of the Mayor and City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section hereof shall be declared invalid or unconstitutional or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the Mayor and Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 10. Effective Date

This Ordinance shall be effective immediately upon adoption.

Section 11. Repealer

All ordinances or parts of ordinances found to be in conflict herewith are hereby repealed.

SO ORDAINED, this ____ day of _____ 2025.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS*

Mayor Pro Tem Dan Merkel

Council Member Donald F. Mitchell

Council Member Douglas J. DeRito

Council Member John Hipes

Council Member Fergal M. Brady

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Lauren Shapiro, City Clerk

Molly Esswein, City Attorney

First Reading: _____

Second Reading: _____



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: July 23, 2025

AGENDA ITEM:

Alpharetta Jail Update

STAFF RECOMMENDATION:

Discuss the future of the Alpharetta Jail as a result of the termination notice sent by the Fulton County Sheriff.

BUDGET & PROCUREMENT:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

Sheriff Patrick Labat sent notice to the city that he intends on ceasing operation of the Alpharetta Annex Jail on September 1, 2025. Since the notice was received, staff has researched the option of re-opening the jail locally. During the work session, we plan to have a discussion on the feasibility of re-opening the jail, the anticipated annual expenses associated with it, and a timeline. We intend to discuss the benefits of a local jail, what services may be lost if we choose not to open it, and how we can provide a service in north Fulton County to other municipalities. Staff that will be present to help facilitate the discussion will represent administration, public safety, finance and courts.

The letter of termination is included as an attachment.

ALTERNATIVES:

No alternatives.

ATTACHMENTS:

- 6.3.25 Termination of Alpharetta IGA Re Alpharetta Jail



PATRICK "PAT" LABAT
FULTON COUNTY SHERIFF

FULTON COUNTY SHERIFF'S OFFICE

185 CENTRAL AVENUE, S. W. 9TH FLOOR
ATLANTA, GEORGIA 30303
(404) 612-5100

WWW.FCSOGA.ORG

June 3, 2025

Sent via Email and Certified Mail, Postage Prepaid, Return Receipt Requested

Chris Lagerbloom, City Administrator
2 Park Plaza
Alpharetta, Georgia 30009

Re: Termination of Agreement between Fulton County Sheriff's Office and City of Alpharetta, Georgia

Dear Mr. Lagerbloom,

On November 18, 2022, the Fulton County Sheriff's Office ("FCSO"), Fulton County, and City of Alpharetta executed an Intergovernmental Agreement for your use of the Alpharetta jail facility as operated by Fulton County Sheriff's Office staff ("Agreement"). My team and I are grateful for the opportunity to have been of service to you.

As you may know by now, on January 6, 2025, FCSO and Fulton County entered into a Consent Decree with the Department of Justice relating to the Fulton County Jail. A major component of the Consent Decree requires the FCSO to leverage our current custody staff such that all Fulton County Jail facilities have appropriate staffing levels. After extensive analysis and in consultation with the federal Consent Decree monitoring team, I am left with no choice but to cease FCSO jail operations at the North Annex Jail Facility. By September 1, 2025, we will close the North Annex Jail Facility in Alpharetta and redirect those resources to increase staffing at other Fulton County Jail facilities.

Please accept this letter as my formal notice of termination. We hope to have the ability and opportunity to engage in future partnerships with you and your respective teams.

Sincerely,

Patrick "Pat" Labat
Fulton County Sheriff

cc: Robb Pitts, Chairman of Fulton County Board of Commissioners
Y. Soo Jo, Fulton County Attorney
Dick Anderson, Fulton County Manager
John Robison, Director of Public Safety



STAFF REPORT

Department: Administration
Submitted By: Chris Lagerbloom
Meeting Date: July 23, 2025

AGENDA ITEM:

Downtown Street Lighting and Camera Replacement

STAFF RECOMMENDATION:

Discuss the proposed initiative.

BUDGET & PROCUREMENT:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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ITEM DESCRIPTION:

In an effort to enhance our downtown street lighting, and continue to deliver on our city-wide camera initiative, we researched several streamlined solutions. Our focus was to make enhancements in both areas, while providing for less clutter on streetlight poles. Staff is seeking a brief discussion on the topic, and a more thorough discussion on what technology to accomplish this looks like when it is implemented. A demonstration streetlight head will be available during the meeting for viewing and feedback. We are proposing an initiative to test this technology on Main Street, south from Academy Street to Marietta Street, on light poles owned by the city.

Should the City Council direct staff to move forward, a service agreement will be brought forward at a future meeting for consideration. This initiative was funded in the FY26 approved budget, and meets the objective of creating a safer downtown.

ALTERNATIVES:

No alternatives.

ATTACHMENTS: