



City Council Meeting SEPTEMBER 9, 2019

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. CONSENT AGENDA
 - A. Council Meeting Minutes (Meeting of 8/26/2019)
 - B. Financial Management Report: Month Ending July 31, 2019
- V. PUBLIC HEARING
 - A. **MP-19-04/V-19-12 North Point Business Center Master Plan/Corner of Haynes Bridge and North Point Parkway**
Consideration of a master plan amendment to add service retail use to Pod 2 of the North Point Business Center Master Plan and variance to exceed the parking maximum in the North Point Overlay to allow for the redevelopment of two (2) former restaurant sites with a mix of restaurant, retail and office uses. The property is located at 6055 North Point Parkway and 10800 Haynes Bridge Road and is legally described as being located in Land Lot 755, 1st District, 2nd Section, Fulton County, Georgia.
- VI. NEW BUSINESS
 - A. Consideration of Appointment to the Planning Commission
 - B. Resolution Establishing The City Of Alpharetta Census 2020 Complete Count Committee
 - C. Annual Technology Refresh 2020
 - D. Lease-Financing of 30 Replacement Self Contained Breathing Apparatus (SCBA) for Fire Fighters
 - E. Approval of Partnership with Ed Isakson YMCA for the Construction of Eastside Community Center
 - F. Arboricultural On-Call Service Contract for Parks
 - G. Approval of Mid-Broadwell Park Conceptual Master Plan
- VII. WORKSHOP
 - A. Transportation Improvement Program
- VIII. PUBLIC COMMENT
- IX. REPORTS
- X. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 8/26/2019)

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

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>

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

City Council Meeting draft minutes 8-26-2019 (002)



City Council Meeting
August 26, 2019
Office of the City Clerk
CITY HALL 2 PARK PLAZA
6:30 PM

This summary is provided as a convenience and service to the public, media and staff. It is not the intent to record proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted as heard by Council, but not quoted or paraphrased. This document includes limited presentation by Council and invited speakers in summary form. This is not an official record of the Alpharetta City Council Meeting proceedings. Official Minutes are recorded and available for review.

I. CALL TO ORDER

- *Mayor Gilvin called the meeting to order at 6:30 p.m.*

II. ROLL CALL

- Council Members
 - o Mayor Jim Gilvin
 - o Mayor Pro Tem Donald F. Mitchell
 - o Jason Binder
 - o Ben Burnett
 - o John Hipes
 - o Dan Merkel
 - o Karen Richard
- Staff
 - o Bob Regus, City Administrator
 - o Sam Thomas, City Attorney
 - o James Drinkard, Asst. City Administrator
 - o Peter Sewczwicz, Director of Public Works
 - o John Robison, Director of Public Safety
 - o Morgan Rodgers, Director of Recreation, Parks & Cultural Services
 - o Kathi Cook, Director of Community Development
 - o Michael Woodman, Senior Planner
 - o Tom Harris, Director of Finance
 - o Kurt Kirby, Projects Manager

III. PLEDGE TO THE FLAG

I. PROCLAMATIONS

A. National Payroll Week Proclamation

II. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 8/19/2019)

❖ Mayor Pro Tem Mitchell offered a motion to approve the consent agenda

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (7-0)

III. WORKSHOP

A. Update on the Food Well Alliance Partnership

- **Mayor Gilvin moved this item up on the agenda**
- Director of Recreation, Parks and Cultural Services, Morgan Rodgers, came forward to introduce the representatives from Food Well Alliance.
- Executive Director of the Food Well Alliance, Kim Karris, and Operations Coordinator, Sarah Benedict, came forward to present this workshop.
- Ms. Karris provided an update to Mayor and City Council on the continuing partnership between the City of Alpharetta and the Food Well Alliance. She reviewed several exciting opportunities for the City and The Alliance to work together to bring healthy food to everyone.

IV. PUBLIC HEARING

A. MP-19-01/Z-19-02/CU-19-03 Old Milton Vape

- **Mayor Gilvin moved this item up on the agenda.**
- Senior Planner, Michael Woodman, came forward to present this item.
- Staff recommends Mayor and Council deny MP-19-01/Z-19-02/CU-19-03 Old Milton Vape/Camden Pond Master Plan request for master plan amendment, rezoning and conditional use.
- This item was heard at the 8/1/2019 Planning Commission meeting. Staff recommended denial of the request for master plan amendment, rezoning and conditional use. There was one (1) public comment in opposition to the request with concerns over public health. After discussion, Planning Commission recommended to deny the request. Vote 7-0.
- If approval is considered, recommend the following conditions:
 1. The site, consisting of approximately 0.9 acres, shall be zoned C-2.
 2. 'Smoke Shop and Tobacco Store' shall be added as a conditional use in

Camden Pond Master Plan on the property designated 'Mixed Use Office/Commercial Zoning'.

3. 'Smoke Shop and Tobacco Store' shall be added as a conditional use at 3630 Old Milton Parkway, Suite 160 and limited to no more than 2,037 square feet.
 4. Conditional use approval shall be limited to Xhale City no additional 'Smoke Shop and Tobacco Store' businesses or subleasing shall be permitted within the approved space.
 5. Hours of operation shall be limited to Monday – Saturday 10:00 AM – 11:00 PM and Sunday 10:00 PM – 6:00 PM.
 6. The business shall be limited to vape products only and shall not sell tobacco products, CBD products or drug-related paraphernalia. E-liquid shall be restricted to nicotine products only.
 7. Storefront glass shall be clear.
 8. Drive-through facilities associated with Suite 160 shall be removed, including drive-through window, awning, signage and pavement markings.
 9. Window signage shall not exceed 10% of the total window area. No lighting window trim.
 10. Property owner shall fill in the gaps in the double row of shrubs required to screen the parking lot from Old Milton Parkway, Waters Ferry Drive and Waters Ferry Way.
 11. Dumpsters shall be kept at all times within an enclosure. Existing dumpster enclosures shall be upgraded or replaced, including solid masonry walls on three (3) sides with metal gates.
- The applicant, El Mina, Inc., is requesting a master plan amendment, rezoning and conditional use to allow a 'Vape Store' for Xhale City in a 2,037 square foot suite within an existing shopping center. The proposed use is classified as 'Smoke Shop and Tobacco Store', which is not permitted in the CUP (Community Unit Plan) district. Rezoning is requested from CUP to C-1 (Neighborhood Commercial) and a master plan amendment to add the proposed use. The subject property is located at 3630 Old Milton Parkway, Suite 160.
 - The submitted request, if approved, will allow the applicant to operate a 'Vape Store' in a 2,037 square foot suite within an existing shopping center. The proposed use is classified as 'Smoke Shop and Tobacco Store'. The property is located in the Camden Pond Master Plan and is zoned CUP (Community Unit Plan). The applicant proposes a master plan amendment to add the proposed use, rezoning of the property from CUP to C-1 (Neighborhood Commercial) and a conditional use permit to allow the proposed use in the C-1 district. The subject property is located at 3630 Old Milton Parkway, Suite 160.
 - The property is zoned CUP subject to the Camden Pond Master Plan. The property is developed with a 1-story, 12,798 square foot retail building. Surrounding properties are zoned CUP to the north, east and west and O-I (Office-Institutional) subject to the Brookside Master Plan to the south. The Comprehensive Land Use designation of the property is 'Commercial'.

- The shopping center consists of seven (7) suites with two (2) drive-through facilities on either end of the building. The building is currently occupied by a mix of retail and restaurant businesses. The applicant's business is proposed to be located within a 2,037 square foot suite on the east end of the building. Other businesses located in the shopping center, include Hollywood Manicure & Spa, Dunkin' Donuts, Cafeteria Wingsville, Café India, a barber shop and a dry cleaner. Because the Dunkin' Donuts has a drive-through, rezoning to C-1 would require a conditional use for a 'Restaurant w/Drive through Window'.
- 'Smoke Shop and Tobacco Store' is permitted by-right in the LI (Light Industrial) district and with a conditional use permit in the C-1 and C-2 (General Commercial) districts. Unified Development Code (UDC) Section 1.4.2 defines 'Smoke Shop and Tobacco Store' as follows:

"Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco instruments; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop and tobacco store".
- There is a 'Smoke Shop and Tobacco Store' business, Water Cloud Vapor Co., located in the neighboring shopping center at 3710 Old Milton Parkway, Suite 103. That business began operating at the property before the City adopted the 'Smoke Shop and Tobacco Store' use category. Therefore, the use was classified as 'Retail Establishment' and did not require a conditional use. Water Cloud Vapor Co. is approximately 600' from the applicant's proposed business. There is an additional business in the area that sales vape products, Cigar Plus, located at 4055 Old Milton Parkway. That business is also located on Old Milton Parkway approximately 3,700' to the east of the applicant's proposed location.
- Xhale City has been in business since 2014, with 17 locations throughout the Atlanta Metro area. According to their website, Xhale City is known as one of the largest smoke and vape supply outlets in the Southeast. The applicant's business is primarily retail sales of vape devices, e-liquid, other vape-related accessories and glass pipes. The requested hours of operation are Monday – Thursday 10:00 AM – 11:00 PM, Friday – Saturday 10:00 AM – 12 PM and Sunday 10:00 AM – 10:00 PM.
- City Staff has reviewed the applicant's proposal and finds that it cannot support the request for master plan amendment, rezoning and conditional use. The zoning proposal is in conflict with the established review criteria for a master plan amendment, rezoning and conditional use. The Camden Pond Master Plan currently allows C-2 permitted uses on the subject property. In addition, a Vape Store is already operating in the neighboring shopping center and another business that sells vape products is also located on Old Milton Parkway.
- The 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.
- The CZIM was held on July 10, 2019. There were no public comments on the sign-in sheet.
- Kimley Horn's Certified Planner, Eric Bosman, came forward to present on behalf of the City and recommends the motion to deny the request for master plan amendment, rezoning and conditional use.

- Kimberly Rohletter, who was hired by the applicant to prepare a site plan, came forward to speak on behalf of the applicant.
- Civil Engineer, George Awuku, who was hired to prepare a site plan, came forward to speak on behalf of the applicant.

Public Comment:

- No Public Comment

❖ Council Member Richard offered a motion to deny MP-19-01/Z-19-02/CU-19-03 Old Milton Vape/Camden Pond Master Plan request for master plan amendment, rezoning and conditional use

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (7-0)

B. V-19-07 Northwest Exterminating Variance

- ***Council Member Hipes recused himself from this item.***
- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends Mayor and Council approve V-19-07 Northwest Exterminating/193 North Main Street Variance request to allow parking areas between a building and the street and to reduce the 50' undisturbed buffer and Deny variance request to allow a dumpster within the building setback along North Main Street, subject to the following conditions:
 1. Property shall be developed substantially in accordance with submitted plan, dated 6/11/2019, except for modifications required to comply with the conditions below.
 2. Parking shall be limited to no more than nine (9) spaces. Parking area shall be laid out to have the least impact to existing trees (on- and off-site), as approved by Staff. New parking areas (drive aisles and parking stalls) shall be constructed of pervious pavers.
 3. Pedestrian connection shall be provided from front door to the public sidewalk.
 4. Minimum 10' landscape strip along North Main Street shall be installed and shall be exclusive of overhead utilities and utility easements. If landscape material is removed during Hwy 9 construction, property owner shall be required to reinstall any lost vegetation.
 5. Minimum 15' heavily planted buffer shall be provided along the rear property line.
 6. Property owner shall install required parking lot screening shrubs, minimum 2' tall at installation, around the perimeter of parking areas, as approved by

Staff. If shrubs are removed during Hwy 9 construction, property owner shall be required to reinstall any lost vegetation.

7. Property owner shall obtain a land disturbance permit (LDP).

8. All previous zoning conditions included in CU-03-04 shall remain in effect, except where previous conditions conflict with the conditions above.

- The applicant, Max Searan on behalf of Northwest Exterminating, is requesting a variance to allow a drive aisle between a building and the street, allow a dumpster enclosure within the front building setback along North Main Street and reduce the 50' undisturbed buffer at the rear of the property to allow for parking. GDOT's North Main Street project will result in the loss of an existing parking area, which is currently located in the front yard. The subject property is located at 193 North Main Street on the east side of North Main Street just south of Mayfield Road.
- The submitted request, if approved, would allow a drive aisle between a building and the street, a dumpster enclosure within the front building setback along North Main Street and a reduction in the 50' undisturbed buffer at the rear of the property. GDOT's North Main Street project impacts the existing parking lot, which is located in the front yard of the property. The subject property is located at 193 North Main Street on the east side of North Main Street just south of Mayfield Road.
- The property is developed with a 1-story, 2,737 square foot structure that was formerly used as a residence before being converted to offices for Northwest Exterminating. The subject property is zoned C-1 (Neighborhood Commercial) and is located in the Downtown Overlay. Surrounding properties are zoned C-1 to the north, west and south and DT-R (Downtown Residential) to the east. Taylor Morrison is developing a single-family detached subdivision to east, \$20 Chiropractic Everyday is located to the south, CVS is located to the west, and Morningside of Alpharetta Senior Living is located to the north.
- As described below, the applicant is requesting three (3) variances from Unified Development Code (UDC):
 1. UDC Appendix A: Alpharetta Downtown Code, Subsection 2.4.6, Vehicle Access and Parking Locations to allow a drive aisle between a building and the closest street.
 2. UDC Appendix A: Alpharetta Downtown Code, Section 2.6 Neighborhood Compatibility, to reduce the 50' undisturbed buffer at the rear of the property.
 3. UDC Subsection 2.2.14(D) C-1 District Regulations, to allow a dumpster enclosure within the front setback along North Main Street.
- Northwest Exterminating received conditional use approval in 2003 to allow the pest control business on the C-1 property. In order to accommodate additional parking at that time, a variance was requested to encroach into the 50' undisturbed buffer at the rear of the property. However, the applicant withdrew the variance request upon notification that the property owner to the rear opposed the requested buffer reduction. The conditional use application indicated that Northwest Exterminating consisted of ten (10) employees with hours of operation from 7:30 AM to 5:00 PM Monday – Friday. City Council conditions were placed on the conditional use approval prohibiting a dumpster and

outdoor storage. In 2008, the applicant submitted a similar variance request to reduce the 50' undisturbed buffer at the rear of the property and to allow a gravel parking lot in order to expand parking (11 additional spaces) for the pest control business. The request was ultimately denied by City Council.

- The property currently has nine (9) parking spaces located in the front yard and under the carport. GDOT's Main Street project will impact the applicant's existing parking lot, resulting in most of the parking being lost. To address the loss of parking, the applicant proposes to add a one-way drive aisle around the building including thirteen (13) parking spaces at the rear and north side of the property, as well as in the carport. 'Office' use in the Downtown Overlay requires three (3) parking spaces per 1,000 square feet, or eight (8) spaces. If approved, conditions are recommended limiting the number of parking spaces to no more than nine (9) spaces.
- The applicant's site plan depicts the 2,737 square foot structure surrounded by a one-way drive aisle with parking at the rear and side, as well as a dumpster enclosure in the northwest corner of the site. Thirteen (13) parking spaces are depicted, including ten (10) angled parking spaces within 10' of the east (rear) property line, two (2) parallel spaces within 5' of the north (side) property line and one (1) space in the existing carport. A 10' landscape buffer is proposed at the rear of the property.
- The tree information on the site plan depicts several trees on the property that would be impacted by the applicant's proposal, as currently shown. Existing trees are primarily located around the perimeter of the property. If approved, conditions are recommended requiring parking areas be constructed of pervious pavers to protect the CRZ of existing trees.
- Staff has reviewed the applicant's proposal and finds that it can generally support the variances to allow a drive aisle between the building and the street and to reduce the 50' undisturbed buffer. However, the variance to allow a dumpster within the front building setback along North Main Street is not supported given past Council conditions on the property, which limit garbage pick-up to residential service. If approved, conditions are recommended requiring a minimum 15' heavily planted buffer at the rear of the property, as well as parking lot screening.
- The variance requests are generally related to impacts to the property, or a loss of parking, resulting from GDOT's Main Street project. However, the business is currently served by nine (9) parking spaces and the Downtown Code would require eight (8) parking spaces for the use. Therefore, the applicant's site plan, which depicts a total of 13 parking spaces, should be redesigned to include no more than nine (9) parking spaces. In addition, the parking area should be laid out to have the least impact on the existing tree canopy.
- The report submitted by the applicant states that property owners within 500' were contacted regarding the applicant's intent. The report states that the applicant spoke with a representative from Taylor Morrison, who is developing a residential subdivision to the rear of the subject property. There were no objections expressed by Taylor Morrison.
- The CZIM was held on June 12, 2019. There were two (2) public comments on the sign-in sheet with no objection to the variance requests.
- Attorney David Belle Isle came forward to speak on behalf of the applicant.

Public Comment:

- No Public Comment
- ❖ Council Member Richard offered a motion to approve the V-19-07 Northwest Exterminating/193 North Main Street Variance as presented by Staff
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (6-0); Council Member Hipes recused

C. V-19-11 Jekyll Brewery Exterior Material Variance

- ***Council Member Hipes rejoined the meeting.***
- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff recommends Mayor and Council approve V-19-11 Jekyll Brewery Material Variance, subject to the following conditions:
 1. Airstream trailer shall be placed on the rooftop restaurant as depicted on the plans prepared by Place Maker Design, dated 8/5/2019, with final approval by the Design Review Board.
- The applicant, Jekyll Brewery, is requesting consideration of a variance to the Downtown Overlay regulations to allow metal exterior material for an Airstream trailer on a rooftop restaurant. The trailer would serve as a bar feature for Jekyll Brewery's rooftop restaurant. The subject property is located at 15 Academy Street near the southeast corner of South Main Street and Academy Street and within the City Center mixed-use development.
- The submitted request, if approved, would allow metal as an exterior material in the Downtown Overlay. The applicant proposes to place a modified Airstream trailer on a rooftop restaurant within the City Center mixed-use development. The Airstream would serve as a bar feature for a new restaurant concept for Jekyll Brewery. The subject property is located at 15 Academy Street near the southeast corner of South Main Street and Academy Street.
- The property is zoned MU (Mixed Use) and is subject to the City Center Master Plan, which was approved in May 2015. City Center is limited to 104,400 square feet of retail/restaurant space. The applicant's business is proposed within the upper floors of a 2-story, multi-tenant building with rooftop restaurant, called out as Parcel 1D/E on the City Center Master Plan.
- Unified Development Code (UDC) Appendix A: Alpharetta Downtown Code Subsection 2.8.5(B)(1) states, "Exterior finish materials on walls visible from a street or civic space must be limited to brick, manufactured stone, architectural block, natural stone, wood siding, cement-based siding, cement-based panels, and/or hard coat stucco." The submitted plans depict the metal Airstream trailer on the rooftop level of the building with half of the feature enclosed within the rooftop

structure and half outside the structure. The Airstream extends four-feet (4') outside of the structure and two-feet (2') over the roofline. In order to screen the Airstream, the applicant proposes two (2), four-foot (4') louvered wing walls at both ends of the Airstream.

- The Downtown Consultant reviewed the request and generally likes the unusual character of the Airstream trailer, since it is located at the top of the building and is utilized for only a small portion of the overall built walls. However, the Consultant stated that the supports for the string lights should be architectural and fit in with the building, not just an add-on.
- Staff has reviewed the application and is in general agreement with the requested variance, if conditions are approved requiring that the Airstream trailer be placed on the rooftop structure as depicted on the submitted plans.
- The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that no comments were received.
- The CZIM was held on July 10, 2019. There were no public comments on the sign-in sheet.
- Founder of Jekyll Brewery, Mike Lundmark, came forward to address any questions from Mayor and Council.
- The architect with Place Makers Design came forward to speak on behalf of the applicant.

Public Comment:

- No Public Comment
- ❖ Council Member Richard offered a motion to approve V-19-11 Jekyll Brewery Material Variance, subject to the following conditions:
1. Airstream trailer shall be placed on the rooftop restaurant as depicted on the plans prepared by Place Maker Design, dated 8/5/2019, with final approval by the Design Review Board.
- The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved unanimously (7-0)

V. OLD BUSINESS

A. Ordinance Amendment - Chapter 20 of the Code of the City of Alpharetta (2nd Reading)

- Director of Public Safety, John Robison, came forward to present this item.
- Staff recommends Mayor and Council adopt the amendment to Chapter 20 of the City Code and authorize the City to contract with Brycer to provide software for use in the City of Alpharetta to collect, organize, and store all code-required

third-party inspection, testing, and maintenance records using The Compliance Engine (the “Software”).

- The Public Safety Department is requesting to amend Chapter 20 of the Code of the City of Alpharetta to add provisions pertaining to the maintenance and reporting of records for fire and life safety systems.
- Currently the Fire Marshal's Office conducts fire and life safety inspections throughout the City. Part of these inspections entails ensuring all parties have documented that they have properly inspected, tested, and maintained systems. These types of inspections are currently paper-based and can cause delays if the proper paperwork is not available during the inspection. This causes additional delays and inspections at a later date to ensure compliance.
- In an effort to leverage technology to improve the work flow and reduce repeat inspections, the Department is requesting Chapter 20 of the City Code be amended by adding Article IV to provide for adoption of a records reporting system through the use of a third-party inspection reporting software program; and to contract with a third-party for an inspection reporting system to provide a service to all commercial occupancies in the City of Alpharetta to collect, organize, and store all code-required third-party inspection, testing, and maintenance records.
- The single-source provider is Brycer's “The Compliance Engine”. It is a simple, internet-based tool for the Fire Marshal's Office to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, can submit their reports via Brycer's web portal direct to the Fire Marshal's Office, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service that includes hard and soft copy notifications to help increase testing and maintenance activity. Hundreds of cities across the US have partnered with Brycer including Sandy Springs and Peachtree City with great success. There is no charge to the City for this software service. Costs will be incurred by the commercial user and is capped at \$20 per system, per annum.
- Brycer is the Single Source for The Compliance Engine software and a Single Source justification has been approved by the City Attorney and the Finance Department.
- City Attorney, Sam Thomas, read the ordinance aloud.

Public Comment:

- No Public Comment

- ❖ Council Member Hipes offered a motion to approve the ordinance to amend Chapter 20 of the Code of the City of Alpharetta to add provisions pertaining to the maintenance and reporting of records for fire and life safety systems
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

B. PH-19-05 Changes to the City Code of Alpharetta Alcohol Ordinance (2nd Reading) Council Sponsor: Dan Merkel

- Director of Community Development, Kathi Cook, came forward to present this item.
- Staff is recommending the approval of an ordinance to amend Chapter 4 Alcoholic Beverages of the Code of Ordinances of the City of Alpharetta, Georgia; to change the regulating authority from Public Safety to Community Development; to amend the definition of mixed use development district; to repeal conflicting ordinances; and for other purposes.
- Presented for approval by City Council are proposed changes to Chapter 4 Alcoholic Beverages pertaining to City department enforcement and the definition of mixed-use development district.
- The following change has been made since the first reading of the Ordinance:
 - o Section 3: The provisions in this Ordinance substituting the Community Development Department for the Public Safety Department shall be effective October 1, 2019.

Public Comment:

- No Public Comment
- ❖ Council Member Merkel offered a motion to approve the changes to the City Code of Alpharetta Alcohol Ordinance
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

VI. NEW BUSINESS

A. Purchase of one MCC 7500C IP Dispatch Console for the 911 Center

- Director of Public Safety, John Robison, came forward to present this item.
- Staff recommends Mayor and Council approve the Department of Public Safety to spend up to \$58,000 for the purchase of one MCC 7500C IP Dispatch console,

related equipment/accessories and licenses.

- The Department of Public Safety is requesting approval to purchase one MCC 7500C IP Dispatch console, related equipment/accessories and licenses in the amount of \$58,000 for the 911 Center.
- This is the first purchase of a planned installation of the required hardware, software and local remote access security infrastructure to provide laptop based remote access to the North Fulton Regional Radio System radio network.
- The purpose of this completed system is that in the event of an emergency or catastrophic failure at the 911 center, services can be immediately replicated in a limited functional capacity until alternate facilities can be arranged. This system allows 911 personnel to be able to move to any safe location with laptops and resume limited operations.
- This will be accomplished through the purchase of two (2) laptops- one Motorola system (the MCC 7500C IP Dispatch console, which will function as a radio) and one AT&T system- (which will function as a telephone). This system also includes hardware in the server room for connections and encryption for a VPN for the laptops. Both Motorola and AT&T / Intrado West have internet / VPN / Laptop capabilities. Utilizing this mobile platform will also increase efficiencies during special events by providing a 911 center capability on scene during events and fully exercise the increase in the functionality enable by the soon to be activated ESInet Next Generation 911 System.
- Motorola is an approved Single Source vendor for this purchase.
- The funding for this console in the amount of \$58,000 is part of the approved and budgeted Capital project approved through the E911 fund.

Public Comment:

- No Public Comment
- ❖ Council Member Hipes offered a motion to approve the Department of Public Safety to spend an amount not to exceed \$58,000.00 for the purchase of one MCC 7500C IP Dispatch console, related equipment/accessories and licenses
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved unanimously (7-0)

B. Vehicle Exhaust Systems for Fire Stations 85 and 86

- Director of Public Safety, John Robison, came forward to present this item.
- Staff recommends Mayor and Council approve the purchase of MagneGrip Vehicle Exhaust systems in Fire Stations 85 and 86 for the Public Safety Department in the amount of \$56,266.16 and authorizing the Mayor to execute all necessary documents.
- As provided within the Fiscal Year 2020 Budget, the Public Safety Department requests approval to purchase and install the MagneGrip Vehicle Exhaust systems in Fire Stations 85 and 86 in the amount of \$56,266.16.
- Currently, four out of six Fire Stations are equipped with the MagneGrip Vehicle Exhaust systems which have been used for successfully for the past 14-years in stations 81, 82, 83, and 84 with no notable issues. The systems use nozzles and hoses to attach to the apparatus' exhaust pipes. These systems are fully automatic and don't slow boarding time when responding to calls for service. When the engine starts, auto-sensors activate the exhaust fan. The fan runs for three minutes and then automatically shuts off (manual override is used when the engine needs to run longer, such as during engine tests). The nozzle stays connected as the apparatus exits the bay, then automatically releases at the door. A balancer cable gently retracts the hose/nozzle assembly away from the door. This system was designed to specifically meet the needs of emergency response vehicles and firehouses and can utilize a particulate filter, which will reduce up to 99% of the diesel exhaust being emitted to the atmosphere while the vehicles are being run in quarters, and maintenance checks. Standardization of the vehicle exhaust systems has proven beneficial to staff from an operations standpoint (consistent functionality and usability) as well as a maintenance standpoint (one vendor).
- Rossman Enterprise, Inc. (DBA Clean Air Concepts) is the single, exclusive regional dealer for the MagneGrip Vehicle Exhaust system and an approved Single Source vendor. They are also a current, active City vendor that provides maintenance services on the existing MagneGrip exhaust systems in the four other stations. The MagneGrip product has proven effective and reliable. Rossman Enterprises has proven dependable and customer service focused.
- The FY 2020 Budget included funding totaling \$76,000 for vehicle exhaust systems at Fire Stations 85 and 86 as well as turnout gear lockers. Residual funding upon conclusion of these two scopes will be transferred to a non-allocated account within the Capital Project Fund for future appropriation by the City Council.

Public Comment:

- No Public Comment

- ❖ Council Member Hipes offered a motion to approve the purchase of MagneGrip Vehicle Exhaust systems in Fire Stations 85 and 86 for the Public Safety Department in an amount not to exceed \$58,266.16 and authorize the Mayor to execute all necessary documents.

- The motion received a second from Council Member Richard
- Council Member Burnett offered a friendly amendment to correct the amount to \$56,266.16
- Council Member Hipes and Council Member Richard approved the friendly amendment
- The motion was approved unanimously (7-0)

C. Purchase of 2019 Defender Ford 550 Passenger Vehicle

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council approve the purchase of one 2019 Defender Ford 550 30 passenger vehicle with wheelchair lift from Alliance Bus Group, Inc. under the State of Georgia Contract reference GADAS 9999-001-SPD0000138-002 in the amount of \$115,257.01 and authorize the Mayor to execute all necessary documents.
- The Alpharetta Recreation, Parks and Cultural Affairs Department received funding in the amount of \$120,000.00 in the FY2020 Capital Budget to replace the 2002 Ford Goshen Coach, Diesel, E450 Super Duty which currently has 153,771 miles.
- Under the state contract, the cost for the new bus is \$115,257.01. This bus has a wheelchair lift and can accommodate two wheel-chaired passengers with fold down seating when the wheelchair area is not needed (see attached for all options on this vehicle).
- Staff contacted other companies listed on the state contract. Alliance Bus Group, Inc. provided the lowest cost for all the options requested. In addition, the vehicle can be serviced in Marietta when needed. Alliance Bus Group, Inc. currently has an outstanding service record with the City of Alpharetta from previous purchases.

Public Comment:

- No Public Comment

- ❖ Council Member Binder offered a motion to approve the purchase of one 2019 Defender Ford 550 30 passenger vehicle with wheel chair lift from Alliance Bus Group, Inc. under the State of Georgia Contract reference GADAS 9999-001-SPD0000138-002 in the amount not to exceed \$115,257.01 and authorize the Mayor to execute all necessary documents

- The motion received a second from Council Member Merkel
- The motion was approved unanimously (7-0)

D. Purchase and Installation of a Precast Restroom (Windward Development)

- Director of Recreation, Parks & Cultural Services, Morgan Rodgers, came forward to present this item.
- Staff recommends Mayor and Council approve the purchase of one Precast Double Flush Restroom Building from CXT Inc. under the Sourcwell Contract #030117-CXT for an amount not to exceed \$77,262.65 and authorize the Mayor to execute all necessary documents.
- In an effort to execute Council's Design and Construction of new Park Spaces capital initiative, the Alpharetta Recreation, Parks and Cultural Affairs Department will be installing the CXT Cortez Model, double flush Precast Restroom building at the new park development on Windward Parkway.
- Under the Sourcwell contract #030117-CXT, the cost with added features of the unit will be \$77,262.65. The unit will be delivered and installed including utility hook up in coordination with the ongoing development. Site preparation will be provided by another vendor.
- Staff contacting other companies listed under the Sourcwell and GSA Contracts as well as one not in a contract system. CXT, Inc. provided the lowest cost for all the options needed. In addition, CXT Inc. was able to provide a turn-key service for all the options requested.
- CXT, Inc. has several units located in Parks located around Metro Atlanta area and the North Georgia region. The come highly recommended from the agencies contacted by our staff.

Public Comment:

- No Public Comment

- ❖ Council Member Binder offered a motion to approve the purchase of one Precast Double Flush Restroom Building from CXT Inc. under the Sourcwell Contract #030117-CXT for an amount not to exceed \$77,262.65 and authorize the Mayor to execute all necessary documents

- The motion received a second from Council Member Burnett
- The motion was approved unanimously (7-0)

E. Resolution Authorizing Correspondence to The Georgia Department of Transportation Regarding the Georgia 400 Express Lanes Project

- City Administrator, Bob Regus, and Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff recommends Mayor and Council adopt a resolution of the City Council of the City of Alpharetta, Georgia authorizing the Mayor to send correspondence to the Commissioner of the Georgia Department of Transportation requesting and advocating for certain changes to the proposed conceptual plans for the Georgia 400 Express Lanes Project.
- Consideration of a resolution authorizing and encouraging the Mayor to issue correspondence to the Commissioner of the Georgia Department of Transportation, Russell R. McMurry, communicating certain alternative proposals to the proposed conceptual plans for the Georgia 400 Express Lanes Project.
- The recommended resolution further authorizes the Mayor is to issue similar correspondence to other individuals and agencies as he may deem necessary to promote and advance these proposals on behalf of the City of Alpharetta.
- City Attorney, Sam Thomas, read the resolution aloud.

Public Comment:

- Valerie Manley, 5140 Southlake Drive, Alpharetta, came forward to speak in support of the item and thanked Mayor and Council for the work they put into this.
- Alex Nelson, 6425 Spinnaker Lane, Alpharetta, came forward in support of the item.
- ❖ Council Member Binder offered a motion to approve the Resolution Authorizing Correspondence to The Georgia Department of Transportation Regarding the Georgia 400 Express Lanes Project
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

VII. PUBLIC COMMENT

- No Public Comment

VIII. REPORTS

- Council Member Merkel announced that the Rotary Club welcomed the Governor to their meeting on Friday morning.
- Council Member Merkel recommended the appointment of Scott Dole to replace Jarrett Long on the Recreation Commission.
- Council Member Binder mentioned a great turn out for the Home by Dark Concert Series and a successful event at Old Rucker Park on Saturday.
- Council Member Binder appointed John Gloss to the Planning Committee and nominated Jill Bernard as the Planning Commission alternate. The nomination of Jill Bernard will be added to the next City Council Meeting's agenda.
- Council Member Richard announced that our Community Development Department has received a grant from the Arbor Day Foundation. Additionally, the Alpharetta City Center is a finalist for the Development of Excellence Award from the Urban Land Institute.
- Council Member Richard appointed Judy Lyons to the Ethics Commission.
- Mayor Gilvin commented on another successful Mayor's Corporate Challenge where \$125,000 was raised for charitable causes.
- Council Member Hipes commented on the baby grand piano that was dedicated to the Alpharetta Arts Center on Saturday.

IX. ADJOURNMENT

- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting at 8:20 PM

Respectfully submitted,

A handwritten signature in cursive script that reads "Erin Cobb".

Erin Cobb, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By:

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING JULY 31, 2019

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending July 31, 2019 (period 1 of Fiscal Year 2020).

III. BUDGET IMPLICATIONS:

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>

IV. REPORT IN BRIEF:

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;
3. Purchase orders with an estimated cost between \$5,000 and \$50,000; and
4. Status of current year bids/RFPs.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Financial Management Report (July 2019)

City of Alpharetta, GA

Finance Department
2 Park Plaza, Alpharetta, GA 30009
Thomas G. Harris, Finance Director
(678) 297-6094 (o)
www.alpharetta.ga.us

Financial Management Reports



for the month ending
July 31, 2019
(period 1 of 12 – unaudited)

Financial Management Reports

Fiscal Year 2020

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2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: THOMAS G. HARRIS, FINANCE DIRECTOR *TH*
DATE: SEPTEMBER 9, 2019
RE: FINANCIAL MANAGEMENT REPORTS AS OF JULY 31, 2019

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending July 31, 2019.

The Finance Department is currently in the process of closing the accounting books for Fiscal Year 2019 (FY 2019). The figures represented herein are subject to change in accordance with accounting entries made during the closing process.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2020 revenues are budgeted at \$70 million (net of Carryforward Fund Balance totaling \$6 million). As of July 31, 2019, actual revenue collections total 5% or \$3 million.

Revenue collection percentages are typically low for the first several months of the fiscal year due to various factors including: (a) property tax billings mailed in October that carry a December due date; and (b) accrual entries aimed at ensuring the city's revenues accurately reflect the period in which they were earned.

The FY 2020 budget for current year property taxes (non-motor vehicles) totals \$23.5 million and is based on a billable digest of \$5.1 billion (net of all exemptions/motor vehicle values). This figure was calculated in April/May 2019 based on staff forecasts of property values (including new construction estimates) and associated exemptions.

The actual digest for FY 2020, as provided by the Fulton County Tax Commissioner, currently totals \$5.4 billion (net of all exemptions/motor vehicle values). This digest figure will be reduced through property tax appeals, but the city will not know the full extent until appeal data is provided by the Fulton County Tax Commissioner. As it is still early, the

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY
ADMINISTRATOR
ROBERT J. REGUS

budgetary estimate for FY 2020 property tax collections will remain at \$23.5 million pending collection data and appeal write-down trends.

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 July 31, 2019, city departments (not including General Government¹) have encumbered and expensed 19%, or \$12 million, of their FY 2020 budget appropriations. Please note: FY 2020 Salary & Benefit expense trends include expenses associated with FY 2019 (due to timing of first pay period). These expenses will be accrued back to FY 2019 in August/September thereby normalizing the expenditure trends.

Contingency: The General Fund contingency balance totals \$972,812.

Special Revenue Funds (large funds only)

The following section references information included within the attached GAAP Financial Statements.

Hotel/Motel Fund: FY 2020 revenues are budgeted at \$9 million (net of carryforward fund balance totaling \$2.7 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$3.9 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$979,963 for debt service on the Series 2016 Convention Center Bonds, \$1.3 million for eligible initiatives such as Wayfinding Signage, Equestrian Center Improvements, and Wills Park Master Plan Improvements, and \$521,780 in non-allocated); and the city (37.5% or \$3.3 million). Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$1.5 million (funded in prior years and represents the remaining portion of the carryforward fund balance figure referenced above).

E-911 Fund: FY 2020 revenues are budgeted at \$4.2 million (net of carryforward fund balance totaling \$535,324 for capital initiatives and reserve balances in excess of the 21% Emergency Reserve target). As of July 31, 2019, the city has collected 6% or \$268,949. Revenue distribution now falls under the State 911 Authority so trends will be impacted in the short-term as the Authority establishes revenue distribution dates and works with vendors to audit collections and location data.

Expenditures/encumbrances during the same time period total \$1.3 million and represent general operations, blanket purchase orders that will sustain operations/capital initiatives, and one-time capital initiatives.

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

Debt Service Fund

The following section pertains to information detailed within the attached GAAP Financial Statements.

FY 2020 revenues are budgeted at \$5.1 million (net of carryforward fund balance totaling \$1.2 million). As of July 31, 2019, actual revenue totaled less than 1% of budget and will remain low until property tax collections in December.

Grant Funds

The following section references information included within the attached Grant Funds Detail Reports.

Operating Grant Fund (Fund 220): Available funding totals \$152,139 and represents unencumbered/unspent project appropriations of \$50,974 and a non-allocated reserve for future projects (grant matches) of \$101,165.

Capital Grants Fund (Fund 340): Available funding totals \$547,603 and represents unencumbered/unspent capital project appropriations of \$26 and a non-allocated reserve for future capital projects (grant matches) of \$547,577.

Capital Project Funds

The following section references information included within the attached Capital Project Funds Detail Reports.

General Capital Project Fund (Fund 301): Available city funding totals \$18 million and represents unencumbered/unspent capital project appropriations of \$16.8 million and a non-allocated reserve for future capital projects of \$958,535.

Available ABC (Alpharetta Business Community) funding totals \$241,018 and represents unencumbered/unspent capital project appropriations (sidewalk connectivity).

Stormwater Capital Fund (Fund 302): Available funding totals \$3.1 million and represents unencumbered/unspent capital project appropriations and a non-allocated reserve.

Parks and Transportation Bond Fund (Fund 317): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2016. Available funding totals \$15.6 million and represents unencumbered/unspent capital project appropriations.

TSPLOST 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. Available funding totals \$25.9 million.

Enterprise Fund

The following section pertains to information detailed within the attached GAAP Financial Statements.

Solid Waste Fund: FY 2020 revenues are currently budgeted at \$4.1 million (net of carryforward fund balance totaling \$325,222 constituting reserve balances in excess of the 21% Emergency Reserve designation). As of July 31, 2019, the city has collected \$12,515. During the FY 2019

year-end close process, the 1st quarter advanced billing will be accrued to FY 2020 (increasing revenue collections).

Other Items

Council Member Stipend Activity Listing: The FY 2020 budget includes appropriations of \$9,000 for the Mayor and \$5,000 for each City Council Post and the available balances as of July 31, 2019 are as follows:

	Budget	Expenditures (year-to-date)	Available Balance
Mayor: Jim Gilvin	\$ 9,000	\$ 32	\$ 8,968
Post #1: Donald Mitchell	\$ 5,000	\$ 0	\$ 5,000
Post #2: Ben Burnett	\$ 5,000	\$ 0	\$ 5,000
Post #3: Karen Richard	\$ 5,000	\$ 17	\$ 4,983
Post #4: John Hipes	\$ 5,000	\$ 0	\$ 5,000
Post #5: Jason Binder	\$ 5,000	\$ 0	\$ 5,000
Post #6: Dan Merkel	\$ 5,000	\$ 0	\$ 5,000

Development Authority² (Component Reporting Unit)

The following section pertains to information detailed within the attached Alpharetta Development Authority Financial Statements.

As of July 31, 2019, the Development Authority has \$54,079 in available 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.

Other reports included with this packet are as follows:

- Listing of Payments \$5,000 and greater;
- Listing of PO's between \$5,000 and \$50,000; and
- Bid/RFP Status

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.



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GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 For the month ended July 31, 2019

	Current Fiscal Year					Prior Fiscal Year		
	2020 Budget	2020 YTD	% Collected	2020 Estimated	Variance	2019 Actual	2019 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 23,500,000	\$ -	0.0%	\$ 23,500,000	\$ -	\$ 24,550,694	\$ 1,193	0.0%
Delinquent	282,000	43,155	15.3%	282,000	-	168,845	72,368	42.9%
Motor Vehicle Tax	95,000	8,134	8.6%	95,000	-	132,784	13,766	10.4%
Motor Vehicle Title Fee	1,025,000	75,847	7.4%	1,025,000	-	946,449	66,008	7.0%
Local Option Sales Tax	16,450,000	1,397,891	8.5%	16,450,000	-	15,451,430	1,335,718	8.6%
Franchise Tax	6,570,000	361,661	5.5%	6,570,000	-	6,367,703	230,545	3.6%
Insurance Premium Tax	4,200,000	-	0.0%	4,200,000	-	4,112,996	-	0.0%
Alcohol Beverage Excise Tax	2,300,000	216,824	9.4%	2,300,000	-	2,098,982	205,062	9.8%
Building Permit Fees	1,800,000	148,481	8.2%	1,800,000	-	2,887,710	205,971	7.1%
Business and Occupational Tax	1,175,000	17,353	1.5%	1,175,000	-	1,170,422	32,824	2.8%
Municipal Court Fines	1,675,000	222,643	13.3%	1,675,000	-	1,834,716	154,283	8.4%
Recreation/Special Event Fees	2,709,450	200,653	7.4%	2,715,325	5,875	3,068,901	223,861	7.3%
Hotel/Motel Tax (City portion)	3,300,000	288,191	8.7%	3,300,000	-	3,106,059	-	0.0%
subtotal	\$ 65,081,450	\$ 2,980,833	4.6%	\$ 65,087,325	\$ 5,875	\$ 65,897,692	\$ 2,541,600	3.9%
Other Revenues	4,676,708	367,838	7.9%	4,680,419	3,711	5,399,137	326,077	6.0%
Total Revenues	\$ 69,758,158	\$ 3,348,671	4.8%	\$ 69,767,744	\$ 9,586	\$ 71,296,830	\$ 2,867,677	4.0%
Carryforward Fund Balance	5,537,018							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 For the month ended July 31, 2019

Expenditures by Department:

	Current Fiscal Year						Prior Fiscal Year		
	2020 Budget	2020 Encumbrances	2020 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2019 Exp. (Total)	2019 Exp. (YTD)	% Exp.
Mayor & Council	\$ 382,496	\$ 1,164	\$ 41,754	\$ 339,578	11.2%	10.9%	\$ 350,207	\$ 38,299	10.9%
City Administration	2,018,666	86,648	320,459	1,611,559	20.2%	15.9%	1,678,137	207,656	12.4%
Finance	3,548,890	236,901	599,883	2,712,106	23.6%	16.9%	3,171,064	476,880	15.0%
City Attorney	750,000	-	-	750,000	0.0%	0.0%	358,452	-	0.0%
Information Technology	2,119,345	46,275	264,961	1,808,109	14.7%	12.5%	1,653,805	189,260	11.4%
Human Resources	643,973	22,431	86,347	535,195	16.9%	13.4%	439,374	30,887	7.0%
Municipal Court	1,119,715	229,436	100,415	789,864	29.5%	9.0%	946,281	97,238	10.3%
Public Safety	29,771,142	547,822	4,154,103	25,069,217	15.8%	14.0%	26,803,323	3,006,179	11.2%
Public Works	8,955,157	919,181	881,281	7,154,695	20.1%	9.8%	8,249,251	672,149	8.1%
Recreation, Parks & Cultural Svcs	10,270,012	1,937,832	1,034,403	7,297,777	28.9%	10.1%	9,414,417	730,326	7.8%
Community Development	3,435,510	49,140	447,796	2,938,574	14.5%	13.0%	2,994,722	299,958	10.0%
subtotal	\$ 63,014,906	\$ 4,076,830	\$ 7,931,401	\$ 51,006,674	19.1%	12.6%	\$ 56,059,034	\$ 5,748,831	10.3%
General Government:									
Non-Departmental	\$ -	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	-
Insurance Premiums (Risk)	667,500	-	55,625	611,875	8.3%	8.3%	689,500	57,458	8.3%
Gwinnett Tech Bond P&I	291,190	-	-	291,190	0.0%	0.0%	286,590	-	0.0%
Transfer(s) to other Funds	10,316,268	-	859,689	9,456,579	8.3%	8.3%	11,580,047	883,339	7.6%
Contingency	1,005,312	32,500	-	972,812	3.2%	0.0%	114,858	11,500	10.0%
subtotal	\$ 12,280,270	\$ 32,500	\$ 915,314	\$ 11,332,456	7.7%	7.5%	\$ 12,670,995	\$ 952,297	7.5%
Total Expenditures	\$ 75,295,176	\$ 4,109,330	\$ 8,846,715	\$ 62,339,130	17.2%	11.7%	\$ 68,730,028	\$ 6,701,128	9.7%



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CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
For the month ended July 31, 2019

		Current Fiscal Year						Prior Fiscal Year		
		2020 Budget	2020 Encumbrances	2020 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2019 Exp. (Total)	2019 Exp. (YTD)	% Exp.
Expenditures by Category:										
Salaries & Benefits:										
(1) Regular Salaries	\$	27,801,401	\$ -	\$ 2,031,166	\$ 25,770,235	7.3%	7.3%	\$ 24,261,204	\$ 952,907	3.9%
Overtime		1,506,500	-	205,005	1,301,495	13.6%	13.6%	1,972,508	117,708	6.0%
Group Insurance		8,506,331	-	1,107,641	7,398,690	13.0%	13.0%	7,319,119	1,082,016	14.8%
FICA and Social Security		2,237,908	-	162,564	2,075,344	7.3%	7.3%	1,897,748	76,548	4.0%
Defined Benefit Pension		2,675,532	-	2,675,532	-	100.0%	100.0%	2,599,935	2,599,935	100.0%
401(A) Retirement/Match		1,935,988	-	158,596	1,777,392	8.2%	8.2%	1,915,111	142,539	7.4%
(2) Other		1,429,469	-	669,774	759,695	46.9%	46.9%	1,360,285	140,628	10.3%
subtotal	\$	46,093,129	\$ -	\$ 7,010,277	\$ 39,082,852	15.2%	15.2%	\$ 41,325,911	\$ 5,112,282	12.4%
Maintenance & Operations:										
Professional Services	\$	3,209,270	\$ 1,337,949	\$ 306,256	\$ 1,565,065	51.2%	9.5%	\$ 2,795,486	\$ 180,678	6.5%
Legal Services		750,000	-	-	750,000	0.0%	0.0%	358,452	-	0.0%
Vehicle Fuel/Maintenance		1,002,100	4,328	48,153	949,620	5.2%	4.8%	961,881	52,665	5.5%
Maintenance Contracts		2,501,445	1,681,468	71,862	748,115	70.1%	2.9%	2,078,389	59,627	2.9%
IT Professional Services		1,958,732	604,099	182,158	1,172,475	40.1%	9.3%	1,320,079	86,014	6.5%
General Supplies		1,039,219	122,771	61,283	855,166	17.7%	5.9%	954,441	22,787	2.4%
Utilities		2,734,925	-	40,703	2,694,222	1.5%	1.5%	2,608,964	37,438	1.4%
Other		3,048,297	326,216	210,579	2,511,502	17.6%	6.9%	2,888,410	197,352	6.8%
subtotal	\$	16,243,988	\$ 4,076,830	\$ 920,994	\$ 11,246,164	30.8%	5.7%	\$ 13,966,102	\$ 636,562	4.6%
Capital:										
OSSI/Fire Truck Leases	\$	631,289	\$ -	\$ -	\$ 631,289	0.0%	0.0%	\$ 630,405	\$ -	0.0%
Software Leases		-	-	-	-	-	-	76,942	-	0.0%
Other		46,500	-	130	46,370	0.3%	0.3%	59,673	(12)	0.0%
subtotal	\$	677,789	\$ -	\$ 130	\$ 677,659	0.0%	0.0%	\$ 767,021	\$ (12)	0.0%
General Government:										
Non-Departmental	\$	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	-
Insurance Premiums (Risk)		667,500	-	55,625	611,875	8.3%	8.3%	689,500	57,458	8.3%
Gwinnett Tech Bond P&I		291,190	-	-	291,190	0.0%	0.0%	286,590	-	0.0%
Transfer(s) to other Funds		10,316,268	-	859,689	9,456,579	8.3%	8.3%	11,580,047	883,339	7.6%
Contingency		1,005,312	32,500	-	972,812	3.2%	0.0%	114,858	11,500	10.0%
subtotal	\$	12,280,270	\$ 32,500	\$ 915,314	\$ 11,332,456	7.7%	7.5%	\$ 12,670,995	\$ 952,297	7.5%
Total Expenditures	\$	75,295,176	\$ 4,109,330	\$ 8,846,715	\$ 62,339,130	17.2%	11.7%	\$ 68,730,028	\$ 6,701,128	9.7%

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.



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GRANT 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 July 31, 2019

Account #		Project	Project Snapshot		FY 2020					
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Remaining
Revenues										
Public Safety										
22031150-331110	C1730	2017 BULLETPROOF VEST (DOJ)	13,179	8,299	\$ 4,880	\$ -	\$ 4,880	\$ -		\$ 4,880
22031150-331110	C1831	2018 BULLETPROOF VEST (DOJ)	15,375	-	15,375	-	15,375	-		15,375
22031150-331110	C1910	TURNOUT GEAR WASHER	22,728	-	22,728	-	22,728	22,728		-
subtotal					\$ 42,983	\$ -	\$ 42,983	\$ 22,728		\$ 20,255
Recreation, Parks & Cultural Services										
22061150-371000	C1930	GRPA CONTRIBUTION	1,000	1,000	\$ -	\$ -	\$ -	\$ -		\$ -
22061150-336000	C2013	2019 CAMP HAPPY HEARTS	11,250	-	11,250	-	11,250	5,625		5,625
22061150-336000	C2014	2019 FC ARTS & CULTURE	4,200	-	4,200	-	4,200	3,780		420
subtotal					\$ 15,450	\$ -	\$ 15,450	\$ 9,405		\$ 6,045
General Government										
22090200-391100		TRANSFER IN/GENERAL FUND (MATCH)			\$ -	\$ -	\$ -	\$ -		\$ -
22090200-361000		INTEREST EARNINGS			-	-	-	153		(153)
22090200-391340		TRANSFER IN FROM CAPITAL GRANT FUND			-	-	-	-		-
22090200-395000		CARRYFORWARD FUND BALANCE			95,310	-	95,310	-		95,310
subtotal					\$ 95,310	\$ -	\$ 95,310	\$ 153		\$ 95,157
Total					\$ 153,743	\$ -	\$ 153,743	\$ 32,286		\$ 121,457
Expenditures										
Public Safety										
22031150-542100	C1730	2017 BULLETPROOF VEST (DOJ)	26,357	22,654	\$ 3,703	\$ -	\$ 3,703	\$ 1,514	\$ -	\$ 2,189
22031150-542100	C1831	2018 BULLETPROOF VEST (DOJ)	30,750	-	30,750	-	30,750	-	-	30,750
22031150-542100	C1910	TURNOUT GEAR WASHERS	25,000	23,085	1,915	-	1,915	-	-	1,915
subtotal					\$ 36,368	\$ -	\$ 36,368	\$ 1,514	\$ -	\$ 34,854
Recreation, Parks & Cultural Services										
22061150-521200	C1930	PROFESSIONAL SERVICES (GRPA)	710	-	\$ 710	\$ -	\$ 710	\$ 90	\$ -	\$ 620
22061150-523400	C1930	PRINTING & BINDING (GRPA)	50	-	50	-	50	-	-	50
22061150-531000	C2013	2019 CAMP HAPPY HEARTS	11,250	-	11,250	-	11,250	-	-	11,250
22061150-531100	C2014	2019 FC ARTS & CULTURE	4,200	-	4,200	-	4,200	-	-	4,200
subtotal					\$ 16,210	\$ -	\$ 16,210	\$ 90	\$ -	\$ 16,120
Non-Allocated										
(1) 22090200-579000		RESERVE FOR CITY GRANT MATCHES			\$ 101,165	\$ -	\$ 101,165	\$ -	\$ -	\$ 101,165
subtotal					\$ 101,165	\$ -	\$ 101,165	\$ -	\$ -	\$ 101,165
Total					\$ 153,743	\$ -	\$ 153,743	\$ 1,604	\$ -	\$ 152,139

Notes:

(1) Represents funding available for City matches to City Council approved Grants.



CITY OF ALPHARETTA
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 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
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			Project Snapshot		FY 2020					
			Total Project Authorization	Prior Year Collections/ Expenditures	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Remaining
Account #	Project									
Revenue										
Public Works										
34041100-331350	C0005	GDOT TE GRANT-ENCORE BRIDGE	\$ 779,701	\$ 779,701	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34041100-331351	C0005	GDOT GRANT-ENCORE BRIDGE	7,718,068	7,718,068	-	-	-	-	-	-
34041100-336001	C0005	NFCID SR TA-ENCORE BRIDGE	1,000,000	1,000,000	-	-	-	-	-	-
34041100-336002	C0005	NFCID-ENCORE BRIDGE	2,788,113	2,788,113	-	-	-	-	-	-
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)	3,371,176	3,371,176						
34041100-331350	C1927	WINDWARD TRIPLE LEFTS (GDOT-FED)	2,317,942	-	2,317,942	-	2,317,942	104,726		2,213,216
34041100-334350	C1927	WINDWARD TRIPLE LEFTS (GTIB-NFCID)	1,433,201	35,295	1,397,906	-	1,397,906	12,425		1,385,481
34041100-336003	C1927	WINDWARD TRIPLE LEFT (FULTON COUNTY-FED)	-	-	-	-	-	-		-
		subtotal			\$ 3,715,848	\$ -	\$ 3,715,848	\$ 117,151		\$ 3,598,697
Community Development										
34074150-331150	C1921	NORTHPOINT PLACEMAKING PLAN	75,001	54,856	\$ 20,145	\$ -	\$ 20,145	\$ 7,040		\$ 13,105
		subtotal			\$ 20,145	\$ -	\$ 20,145	\$ 7,040		\$ 13,105
General Government										
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	450		(450)
34090200-395000		CARRYFORWARD FUND BALANCE			276,040	-	276,040	-		276,040
		subtotal			\$ 276,040	\$ -	\$ 276,040	\$ 450		\$ 275,590
		Total			\$ 4,012,033	\$ -	\$ 4,012,033	\$ 124,642		\$ 3,887,391
Expenditures										
Public Works										
34041100-541410	C0005	ENCORE PKWY GREENWAY CONNECTION	\$ 11,917,499	\$ 11,917,499	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	3,371,177	3,371,177	-	-	-	-	-	-
34041100-541410	C1927	WINDWARD TRIPLE LEFTS	3,751,143	303,067	3,448,076	-	3,448,076	-	3,448,074	2
		subtotal			\$ 3,448,076	\$ -	\$ 3,448,076	\$ -	\$ 3,448,074	\$ 2
Community Development										
34074150-52100	C1921	NORTHPOINT PLACEMAKING PLAN	93,751	77,371	\$ 16,380	\$ -	\$ 16,380	\$ -	\$ 16,355	\$ 25
		subtotal			\$ 16,380	\$ -	\$ 16,380	\$ -	\$ 16,355	\$ 25
Non-Allocated										
(1) 34090200-579000		RESERVE FOR CITY MATCHES			\$ 547,577	\$ -	\$ 547,577	\$ -	\$ -	\$ 547,577
34090200-611220		TRANSFER OUT TO OPERATING GRANT FUND			-	-	-	-	-	-
		subtotal			\$ 547,577	\$ -	\$ 547,577	\$ -	\$ -	\$ 547,577
		Total			\$ 4,012,033	\$ -	\$ 4,012,033	\$ -	\$ 3,464,430	\$ 547,603

Notes:

(1) Represents funding available for City matches to City Council approved Grants.



CAPITAL PROJECT FUNDS

Revenue & Expenditure Reports



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General Capital Project Fund Detail (Fund 301: life-to-date for active projects)
 As of July 31, 2019

				Project Snapshot		FY 2020					
				Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Account #	Project										
Revenue											
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN		\$ 37,500	\$ -	\$ -	\$ 37,500	\$ 37,500	\$ -		\$ 37,500
30141100-336000	C0005	FULTON-ENCORE (WATERLINE)		534,906	534,906	-	-	-	-		-
30141100-336000	C1410	RUCKER RD WATERLINE		1,782,351	1,391,214	391,137	-	391,137	-		391,137
30141100-371000	C1410	RUCKER RD-WEITZ SEWER LINE		68,080	68,080	-	-	-	(29,122)		29,122
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS		6,083,354	-	6,083,354	-	6,083,354	-		6,083,354
30141100-371000	C1712	ALPHALOOP (AVALON)		1,000,000	-	1,000,000	-	1,000,000	-		1,000,000
30141100-371001	C1712	ALPHALOOP (CID)		250,001	213,212	36,789	-	36,789	-		36,789
30141100-336000	C1714	BETHANY/MID BROADWELL ROUNDABOUT		292,195	-	292,195	-	292,195	-		292,195
30141100-336000	C1715	BETHANY/MAYFIELD ROUNDABOUT		436,492	-	436,492	-	436,492	-		436,492
30141100-336000	C1828	WARSAW SIDEWALKS (ROSWELL)		83,914	-	83,914	-	83,914	-		83,914
30141100-336000	C1927	WINDWARD TRIPLE LEFTS (FC WATER)		490,517	-	490,517	-	490,517	-		490,517
30141100-371001	C1927	WINDWARD TRIPLE LEFTS (NFCID)		160,137	-	160,137	-	160,137	-		160,137
30141100-371002	C1927	WINDWARD TRIPLE LEFTS (NFCID-FC)		537,207	37,207	500,000	-	500,000	2,980		497,020
30141100-336000	C1928	RUCKER ROAD - ROSWELL CONTRIBUTION		2,905,158	-	2,905,158	-	2,905,158	-		2,905,158
30161150-371000	C1834	NUTCRACKER PROGRAM		31,500	31,500	-	-	-	-		-
30161150-371000	C1926	NORTHSIDE MOU (PARKS)		80,000	40,000	-	40,000	40,000	-		40,000
30161150-371000	C1929	COMM AG PROGRAM		1,907	1,907	-	-	-	2,157		(2,157)
30161150-383000	C1931	FOUNTAIN REPAIR		24,350	24,350	-	-	-	-		-
30174150-371000	C0019	DOWNTOWN PARKING FUND		175,000	175,000	-	-	-	-		-
30174150-337000	C0910	CONTRIBUTION (TREE BANK)		373,600	373,600	-	-	-	-		-
30176100-371000	C1442	MAIN ST. IMPROVEMENTS (ABC)		1,812,724	1,774,772	37,952	-	37,952	-		37,952
30176100-371000	C1712	ALPHALOOP (ABC)		684,547	329,189	355,358	-	355,358	-		355,358
	subtotal					\$ 12,773,003	\$ 77,500	\$ 12,850,503	\$ (23,985)		\$ 12,874,488
Non-Departmental											
30190200-395000		CARRYFORWARD FUND BALANCE				\$ 7,098,077.00	\$ 3,000,000.00	\$ 10,098,077.00	\$ -		\$ 10,098,077.00
30190200-389000		MISCELLANEOUS REVENUE				-	-	-	-		-
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND (MATCH)				-	7,766,268.00	7,766,268.00	647,189.00		7,119,079.00
30190200-361000		INTEREST EARNINGS				-	-	-	14,929.37		(14,929.37)
	subtotal					\$ 7,098,077	\$ 10,766,268	\$ 17,864,345	\$ 662,118		\$ 17,202,227
	Total					\$ 19,871,080	\$ 10,843,768	\$ 30,714,848	\$ 638,134		\$ 30,076,714



CITY OF ALPHARETTA
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Account #Project			Project Snapshot		FY 2020					
			Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	FY 2020 Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Expenditures										
Administration										
30113230-544100	C0924	ECONOMIC DEVELOPMENT PLAN	\$ 75,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 75,000
30113230-544100	C1130	DOWNTOWN FACADE GRANT PROGRAM	180,752	180,752	-	-	-	-	-	-
30113230-542400	C1222	RECORDS MANAGEMENT	35,001	32,616	2,385	-	2,385	-	-	2,385
30113230-544100	C1300	CITY ECON DEVELOPMENT TOOLKIT	383,660	187,010	109,150	87,500	196,650	-	-	196,650
30113230-541300	C1501	HISTORY ROOM (CITY CENTER)	327,316	320,364	6,952	-	6,952	-	-	6,952
30113230-544200	C1527	VETERANS MEMORIAL	105,544	75,806	29,738	-	29,738	-	-	29,738
30113230-571000	C1532	ATC OPERATIONAL FUNDS	220,000	220,000	-	-	-	-	-	-
30113230-544100	C1822	AG TECH SPONSORSHIP	37,000	37,000	-	-	-	-	-	-
subtotal					\$ 148,225	\$ 162,500	\$ 310,725	\$ -	\$ -	\$ 310,725
Finance										
30115150-542400	C1101	ARCHIVE FILING & SCANNING	\$ 5,810	\$ 5,537	\$ 273	\$ -	\$ 273	\$ 272	\$ -	\$ 1
30115150-542400	C1102	FINANCE SOFTWARE IMPROVEMENT	87,002	85,117	1,885	-	1,885	1,885	-	-
30115150-542400	C1141	TYLER ERP SYSTEM	355,506	315,517	39,989	-	39,989	215	2,600	37,174
subtotal					\$ 42,147	\$ -	\$ 42,147	\$ 2,372	\$ 2,600	\$ 37,175
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	\$ 300,001	\$ 155,751	\$ 144,250		\$ 144,250	\$ -	\$ -	\$ 144,250
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	25,487	24,514		24,514	-	1,700	22,814
30117400-542400	C1103	NETWORK AND VOIP	167,678	112,961	54,717		54,717	-	9,893	44,824
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,002	475,874	34,128		34,128	-	-	34,128
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	2,262,367	1,849,302	113,065	300,000	413,065	430	8,553	404,082
30117400-542400	C1400	PW DATA CTR SERVER REPLACEMENT	417,503	202,215	215,288		215,288	-	-	215,288
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	415,001	87,779	327,222		327,222	-	-	327,222
30117400-542400	C1725	CITY FIBER RELOCATION	30,000	7,695	22,305		22,305	-	-	22,305
30117400-542400	C1809	GIS PARCEL CORRECTIONS	80,000	76,725	3,275		3,275	-	3,275	-
subtotal					\$ 938,764	\$ 300,000	\$ 1,238,764	\$ 430	\$ 23,421	\$ 1,214,913
Public Safety										
30131150-541300	C1111	EXHAUST REMOVAL SYSTEM	\$ 76,000	\$ -	\$ -	\$ 76,000	\$ 76,000	\$ -	\$ 8,179	\$ 67,821
30131150-542200	C1202	FLEET REPLACEMENT	5,784,285	5,054,937	13,348	716,000	729,348	-	12,458	716,890
30131150-542400	C1205	SEC CAMERA SY	75,000	-	75,000		75,000	-	67,803	7,197
30131150-541300	C1229	PS ROOF REPAIR	432,458	67,458	-	365,000	365,000	-	-	365,000
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	969,471	627,977	22,694	318,800	341,494	1,167	118,826	221,501
30131150-541300	C1630	PS HQ EXPANSION	2,523,343	2,523,343	-	-	-	-	-	-
30131150-541300	C1706	RAPSTC IMPROVEMENTS	216,693	-	216,693		216,693	-	-	216,693



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 Financial Management Reports
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Account #	Project	Project Snapshot		FY 2020					Funds Available
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	
30131150-544200	C1707 LICENSE PLATE REC GRANT	80,000	-	80,000		80,000	-	75,679	4,321
30131150-542200	C1810 NEW FLEET	54,250	-	-	54,250	54,250	-	-	54,250
30131150-544200	C1832 ICMA PS STUDY	125,001	117,261	7,740		7,740	-	7,739	1
30131150-541410	C1907 TRAFFIC PREEMPTIVE SYSTEM	300,000	357	149,643	150,000	299,643	-	-	299,643
30131150-542100	C1910 TURN-OUT GEAR	25,000	6,880	18,120	-	18,120	-	-	18,120
30131150-544200	C2006 HAZMAT TRUCK AND TRAILER	94,250	-	-	94,250	94,250	-	-	94,250
30131150-542400	C2007 SERVER MIGRATION	25,000	-	-	25,000	25,000	-	13,960	11,040
	subtotal			\$ 583,238	\$ 1,799,300	\$ 2,382,538	\$ 1,167	\$ 304,645	\$ 2,076,726
Public Works									
30141100-541410	C0005 COA/FULTON-ENCORE BRIDGE	\$ 636,289	\$ 636,289	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30141100-541410	C0041 TRAFFIC SIGNAL INTERCONNECT	279,779	133,038	146,741	-	146,741	-	-	146,741
30141100-541410	C0042 STREET LIGHTING	50,000	-	50,000	-	50,000	-	-	50,000
30141100-541200	C0910 TREE REPLACEMENT FUND	1,277,249	482,738	794,511	-	794,511	-	130,282	664,230
30141100-541200	C1008 CEMETERY AUTHORITY-MAINTENANCE	460,275	145,702	314,573	-	314,573	-	10,710	303,863
30141100-541410	C1207 BRIDGE MAINTENANCE	1,453,383	1,088,172	190,211	175,000	365,211	-	45,175	320,036
30141100-541410	C1208 MAST ARM MAINTENANCE	502,946	452,946	-	50,000	50,000	-	-	50,000
30141100-541410	C1215 STRIPING & SIGNAGE	1,398,587	1,068,752	129,835	200,000	329,835	4,700	107,367	217,768
30141100-541410	C1217 TRAFFIC CALMING & INTERSECTION IMP	303,584	251,888	1,696	50,000	51,696	-	7,428	44,268
30141100-541410	C1218 MAINTENANCE	504,266	368,905	35,361	100,000	135,361	10,425	4,575	120,361
30141100-541410	C1219 MILLING AND RESURFACING	18,570,951	13,438,630	632,321	4,500,000	5,132,321	-	457,214	4,675,107
30141100-541410	C1220 TRAFFIC CONTROL EQUIPMENT	687,490	519,013	68,477	100,000	168,477	-	9,610	158,867
30141100-541410	C1221 DESIGN SERVICES	784,308	568,255	141,053	75,000	216,053	-	8,000	208,053
30141100-542200	C1223 FLEET REPLACEMENT	1,096,649	935,413	30,236	131,000	161,236	-	-	161,236
30141100-541200	C1302 TREE PLANTING & LANDSCAPING IMP	758,316	508,069	150,247	100,000	250,247	-	-	250,247
30141100-541200	C1311 DOWNTOWN ENHANCEMENTS	106,537	106,537	-	-	-	-	-	-
30141100-541420	C1325 RUCKER SIDEWALK (DEVPR CONTR)	50,000	5,000	45,000	-	45,000	-	45,000	-
30141100-541410	C1407 MINOR INTERSECTION UPGRADES	112,168	90,176	21,992	-	21,992	-	-	21,992
30141100-541410	C1410 RUCKER RD CORRIDOR IMPROVEMENTS	2,610,001	2,296,921	313,080	-	313,080	(29,122)	288,379	53,823
30141100-541420	C1512 SIDEWALK IMPROVEMENTS	824,802	711,116	113,686	-	113,686	-	-	113,686
30141100-541200	C1515 DOWNTOWN WASTE COMPACTOR	49,940	49,940	-	-	-	-	-	-
30141100-541410	C1637 OLD ROSWELL ST PEDESTRIAN IMP	150,000	-	150,000	-	150,000	-	150,000	-
30141100-541410	C1702 KIMBALL BR RD IMPROVEMENTS	6,083,354	-	6,083,354	-	6,083,354	-	6,083,354	-
30141100-541300	C1704 WEST PARKING GARAGE	7,592,975	7,289,412	303,563	-	303,563	(19,200)	144,987	177,776
30141100-541420	C1712 ALPHALOOP	1,330,328	94,212	1,236,116	-	1,236,116	-	41,363	1,194,753



CITY OF ALPHARETTA
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General Capital Project Fund Detail (Fund 301: life-to-date for active projects)
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Account #	Project	Project Snapshot		FY 2020					Funds Available
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	
30141100-541410	C1714 BETHANY/MID BROADWELL ROUNDABOUT	292,195	-	292,195	-	292,195	-	292,195	0
30141100-541410	C1715 BETHANY/MAYFIELD ROUNDABOUT	436,492	-	436,492	-	436,492	-	436,492	0
30141100-541430	C1721 MAYFIELD RD CULVERT	409,106	409,106	-	-	-	-	-	-
30141100-541420	C1801 SIDEWALK MAINTENANCE/REPAIR	500,001	36,491	263,510	200,000	463,510	-	12,510	451,001
30141100-542100	C1802 PW EQUIPMENT REPLACEMENT	50,000	-	-	50,000	50,000	-	-	50,000
30141100-541420	C1808 CITY CTR SIDEWALKS/UTILITIES	573,313	563,435	9,878	-	9,878	-	-	9,878
30141100-541420	C1828 WARSAW SIDEWALKS (ROSWELL)	83,914	83,914	-	-	-	-	-	-
30141100-541300	C1836 PARKING GARAGE REPAIRS	206,815	165,349	41,466	-	41,466	-	39,268	2,198
30141100-541410	C1900 PARK PAVEMENT PRESERVATION	250,000	23,324	226,676	-	226,676	-	-	226,676
30141100-541410	C1901 TRAFFIC RESPONSIVE SYSTEM MAINT	100,000	7,162	42,838	50,000	92,838	-	-	92,838
30141100-541300	C1902 FIRE STATION RENOVATIONS	250,001	20,181	104,820	125,000	229,820	-	14,798	215,022
30141100-541300	C1903 CID RENOVATIONS	70,001	50,959	19,042	-	19,042	-	-	19,042
30141100-541300	C1904 PW HQ RENOVATIONS	80,000	28,051	11,949	40,000	51,949	-	-	51,949
30141100-541300	C1905 GYM RENOVATIONS	35,000	4,594	30,406	-	30,406	-	-	30,406
30141100-541300	C1906 CITY HALL RENOVATIONS	65,000	1,600	48,400	15,000	63,400	-	-	63,400
30141100-541500	C1909 PARK PLAZA SIGNAL	227,701	34,614	193,087	-	193,087	-	144,665	48,422
30141100-541200	C1915 PS HQ PARKING LOT	13,760	13,760	-	-	-	-	-	-
30141100-541410	C1918 PEDESTRIAN SAFETY STUDY	324,279	124,279	-	200,000	200,000	-	5,600	194,400
30141100-541410	C1922 WILLS RD WIDENING	45,541	18,833	26,708	-	26,708	-	-	26,708
30141100-541410	C1923 BUICE RD TRAFFIC CALMING	250,000	-	250,000	-	250,000	-	-	250,000
30141100-541410	C1927 WINDWARD TRIPLE LEFT	1,150,655	192,908	957,747	-	957,747	-	956,730	1,017
30141100-541410	C1928 RUCKER RD - ROSWELL CONTRIBUTION	2,905,158	276,867	2,628,291	-	2,628,291	-	2,628,290	1
30141100-541410	C2001 MUNICIPAL COURT RENOVATIONS	70,000	-	-	70,000	70,000	-	-	70,000
30141100-541300	C2002 ROSWELL ST TRASH ENCLOSURE	125,000	-	-	125,000	125,000	-	24,990	100,010
30141100-541300	C2003 HVAC REPLACEMENTS	75,000	-	-	75,000	75,000	-	-	75,000
30141100-541300	C2004 GENERATOR REPLACEMENTS	100,000	-	-	100,000	100,000	-	-	100,000
30141100-544200	C2005 CITY HALL BEAUTIFICATION	10,000	-	-	10,000	10,000	-	-	10,000
30141100-541410	C2012 HOPEWELL/VAUGHAN RD ROUNDABOUT	113,850	-	-	113,850	113,850	-	-	113,850
	subtotal			\$ 16,535,558	\$ 6,654,850	\$ 23,190,408	\$ (33,197)	\$ 12,088,982	\$ 11,134,623
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	\$ 885,362	\$ 883,422	\$ 1,940	\$ -	\$ 1,940	\$ -	\$ -	\$ 1,940
30161150-541500	C1221 DESIGN SERVICES	162,053	118,414	23,639	20,000	43,639	-	12,000	31,639
30161150-541500	C1225 ATHLETIC SCOREBOARDS	196,203	195,768	435	-	435	-	-	435
30161150-541300	C1229 REC & PARK BLDG. RE-ROOF	947,039	926,485	20,554	-	20,554	-	6,250	14,304
30161150-541500	C1230 NORTH PARK TENNIS CT RESURFACE	59,948	59,948	-	-	-	-	-	-
30161150-542200	C1232 FLEET REPLACEMENT	485,090	335,090	-	150,000	150,000	-	-	150,000



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301: life-to-date for active projects)
 As of July 31, 2019

Account #	Project	Project Snapshot		FY 2020					Funds Available
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	512,999	392,999	-	120,000	120,000	-	14,986	105,014
30161150-541500	C1424 WILLS PK POOL EXPANSION	2,340,452	2,340,452	-	-	-	-	-	-
30161150-541500	C1524 ADAPTIVE PLAYGROUND EQUIPMENT	28,501	20,422	8,079	-	8,079	-	-	8,079
30161150-544200	C1600 DOWNTOWN SCULPTURE PROGRAM	165,000	134,367	30,633	-	30,633	-	-	30,633
30161150-541500	C1612 PARK SIGNAGE	55,001	55,001	-	-	-	-	-	-
30161150-541500	C1614 THE STORIES PROJECT	50,000	10,000	40,000	-	40,000	-	15,000	25,000
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	352,169	102,169	-	250,000	250,000	-	15,950	234,050
30161150-541500	C1641 PARK MASTER PLANS	296,451	275,132	21,319	-	21,319	-	-	21,319
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	315,895	208,149	7,746	100,000	107,746	-	4,950	102,796
30161150-541300	C1805 NP RESTROOM EXPANSION	30,000	-	30,000	-	30,000	-	-	30,000
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	150,001	43,259	106,742	-	106,742	-	-	106,742
30161150-544100	C1807 PUBLIC ARTS PROGRAM	170,000	144,500	25,500	-	25,500	-	25,500	-
30161150-531600	C1834 NUTCRACKER PROGRAM	31,500	29,706	1,794	-	1,794	-	-	1,794
30161150-541500	C1908 WAYFINDING SIGNAGE	75,000	8,898	66,102	-	66,102	-	-	66,102
30161150-541500	C1920 PARK DEVELOPMENT	566,307	46,862	519,445	-	519,445	-	58,964	460,481
30161150-541500	C1924 EMERGENCY CALL BOXES	64,400	63,400	1,000	-	1,000	-	-	1,000
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	80,000	40,000	-	40,000	40,000	-	-	40,000
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	1,908	43	1,865	-	1,865	-	-	1,865
30161150-541500	C1931 FOUNTAIN REPAIR	24,350	24,350	-	-	-	-	-	-
30161150-541500	C2010 PARK ENHANCEMENTS	150,000	-	-	150,000	150,000	-	43,808	106,192
	subtotal			\$ 906,793	\$ 830,000	\$ 1,736,793	\$ -	\$ 197,408	\$ 1,539,385
Community Development									
30174150-544100	C0019 DOWNTOWN PARKING FUND	\$ 438,249	\$ 260,748	\$ 177,501	\$ -	\$ 177,501	\$ -	\$ -	\$ 177,501
30174150-542400	C1222 RECORDS MANAGEMENT	50,002	28,803	21,199	-	21,199	-	3,365	17,834
30174150-542200	C1433 FLEET REPLACEMENT	280,327	225,925	4,402	50,000	54,402	-	-	54,402
30174150-541410	C1603 DESIGN SERVICES	360,003	216,846	63,157	80,000	143,157	-	27,342	115,815
30174150-541300	C1824 OFFICE BUILDOUT (CITY HALL)	168,002	74,704	5,298	88,000	93,298	-	-	93,298
30174150-541410	C1917 MILTON AVE. CONCEPT DESIGN	40,001	33,226	6,775	-	6,775	-	3,198	3,577
30174150-542200	C2000 FLEET (2020 NEW CODE OFFICERS)	50,000	-	-	50,000	50,000	-	-	50,000
	subtotal			\$ 278,332	\$ 268,000	\$ 546,332	\$ -	\$ 33,905	\$ 512,427



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301: life-to-date for active projects)
 As of July 31, 2019

			Project Snapshot		FY 2020													
			Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available								
Account #	Project																	
Alpharetta Business Community Sidewalk Projects																		
30176100-541420	C1442	MAIN ST IMPROVEMENTS	\$	1,812,724	\$	1,808,084	\$	4,640	\$	-	\$	4,640	\$	-	\$	-	\$	4,640
30176100-541420	C1712	ALPHALOOP		684,547		380,581		303,966		-		303,966		59,400		8,188		236,378
		subtotal					\$	308,606	\$	-	\$	308,606	\$	59,400	\$	8,188	\$	241,018
Non-Departmental																		
30190200-579000		NON-ALLOCATED					\$	129,417	\$	829,118	\$	958,535	\$	-	\$	-	\$	958,535
		subtotal					\$	129,417	\$	829,118	\$	958,535	\$	-	\$	-	\$	958,535
		Total					\$	19,871,080	\$	10,843,768	\$	30,714,848	\$	30,173	\$	12,659,148	\$	18,025,527



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of July 31, 2019

		Project Snapshot		FY 2020						
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available	
Account #	Project									
Revenue										
Non-Departmental										
30290200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 1,531		\$ (1,531)	
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			-	2,550,000	2,550,000	212,500		2,337,500	
30290200-395000	CARRYFORWARD FUND BALANCE			922,060	-	922,060	-		922,060	
	Total			\$ 922,060	\$ 2,550,000	\$ 3,472,060	\$ 214,031		\$ 3,258,029	
Expenditures										
Public Works										
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	\$ 539,429	\$ 214,937	\$ 174,492	\$ 150,000	\$ 324,492	\$ -	\$ 40,613	\$ 283,879	
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	5,249,213	2,746,933	302,280	2,200,000	2,502,280	1,755	187,926	2,312,599	
30241100-541430 C1503	STORMWATER STUDIES	300,001	122,656	77,345	100,000	177,345	-	52,864	124,481	
30241100-541430 C1604	STORMWATER INSPECTIONS	383,420	236,114	47,306	100,000	147,306	-	97,566	49,740	
30241100-541430 C1721	MAYFIELD RD CULVERT	450,840	450,840	-	-	-	-	-	-	
30261150-541430 C1919	WILLS PARK STREAM RESTORATION	300,000	7,214	292,786	-	292,786	-	-	292,786	
30290200-579000	NON-ALLOCATED			27,851	-	27,851	-	-	27,851	
	Total			\$ 922,060	\$ 2,550,000	\$ 3,472,060	\$ 1,755	\$ 378,968	\$ 3,091,337	



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)

As of July 31, 2019

			Project Snapshot		FY 2020													
			Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available								
Revenue																		
Non-Departmental																		
31790200-395000	CARRYFORWARD FUND BALANCE				\$	32,027,174	\$	1,325,912	\$	33,353,086	\$	-	\$	33,353,086				
31790200-389000	MISCELLANEOUS REVENUE				\$					-	-	-	-	-				
31790200-361000	INTEREST EARNINGS									-	-	72,061		(72,061)				
Total					\$	32,027,174	\$	1,325,912	\$	33,353,086	\$	72,061	\$	33,281,025				
Expenditures																		
31741100-541410	C1410	RUCKER RD CORRIDOR			14,850,002	7,001,516	\$	7,848,486	\$	-	\$	7,848,486	\$	-	\$	7,848,485	\$	1
31741100-541420	C1512	SIDEWALK IMP (NON-ALLOCATED)			902,185	271,647	630,538	-	630,538	-	-	-	-	630,538				
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)			1,500,000	400,000	1,100,000	-	1,100,000	-	-	-	-	1,100,000				
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS			9,209,085	689,309	8,519,776	-	8,519,776	-	-	8,364,123	-	155,653				
31741100-541410	C1703	WINDWARD PKWY IMPROVEMENTS			2,000,001	401,613	1,598,388	-	1,598,388	-	-	-	-	1,598,388				
31741100-541420	C1712	ALPHALOOP			500,001	171,697	328,304	-	328,304	-	-	74,665	-	253,639				
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT			403,154	43,390	359,764	-	359,764	-	-	359,764	-	-				
31741100-541420	C1726	SIDEWALKS IMP PHASE 1			356,162	356,162	-	-	-	-	-	-	-	-				
31741100-541420	C1727	MAYFIELD RD SIDEWALK			914,337	914,337	-	-	-	-	-	-	-	-				
31741100-541420	C1814	SIDEWALKS IMP PHASE 3			276,441	276,441	-	-	-	-	-	-	-	-				
31741100-541420	C1818	SIDEWALKS IMP PHASE 4			276,490	276,490	-	-	-	-	-	-	-	-				
31741100-541420	C1820	SIDEWALKS IMP PHASE 5			209,395	209,395	-	-	-	-	-	-	-	-				
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK			315,985	7,444	308,541	-	308,541	-	-	301,184	-	7,357				
31741100-541420	C1828	WARSAW AREA SIDEWALKS			225,489	176,206	49,283	-	49,283	-	-	-	-	49,283				
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS			981,461	216,815	764,646	-	764,646	-	-	764,645	-	1				
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS			648,307	-	648,307	-	648,307	-	-	-	-	648,307				
31761150-541000	C1100	PARK LAND ACQUISITION			4,000,001	3,488,751	511,250	-	511,250	-	-	-	-	511,250				
31761150-541500	C1424	WILLS PK POOL EXPANSION			2,700,000	2,700,000	-	-	-	-	-	-	-	-				
31761150-541500	C1611	ARTS CENTER IMP			1,500,002	1,494,633	5,369	-	5,369	-	-	-	-	5,369				
31761150-541300	C1708	GREENWAY EXT TO FORSYTH			6,500,002	1,241,975	5,258,027	-	5,258,027	-	-	76,031	-	5,181,996				
31761150-541300	C1709	EASTSIDE COMMUNITY CTR			2,500,000	-	2,500,000	-	2,500,000	-	-	-	-	2,500,000				
31761150-541000	C1711	CULTURAL ARTS LAND/PARK LAND			1,450,000	-	1,450,000	-	1,450,000	-	-	-	-	1,450,000				
31741100-579000	PW RESERVE				821,417	-	87,353	734,064	821,417	-	-	-	-	821,417				
31761150-579000	PARKS RESERVE				650,990	-	59,142	591,848	650,990	-	-	-	-	650,990				
31790200-584000	BOND ISSUANCE COST (S2016 BOND)				361,301	361,301	-	-	-	-	-	-	-	-				
Total							\$	32,027,174	\$	1,325,912	\$	33,353,086	\$	-	\$	17,788,898	\$	15,564,188



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST Fund Detail (Fund 335; life-to-date for all projects)
 As of July 31, 2019

		Project Snapshot		FY 2020					
		Total Project Authorization	Prior Year Expenditures	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Revenue									
Non-Departmental									
33590200-395000	CARRYFORWARD FUND BALANCE			\$ 16,824,809	\$ 4,372,820	\$ 21,197,629	\$ -		\$ 21,197,629
33590200-313400	TSPLOST			-	11,400,000	11,400,000	941,627		10,458,373
33541100-361000	INTEREST EARNINGS					-	41,776		(41,776)
	Total			\$ 16,824,809	\$ 15,772,820	\$ 32,597,629	\$ 983,403		\$ 31,614,226
Expenditures									
33541100-541410	ROADWAY IMPROVEMENTS	\$ 17,298,977	\$ 22,040	\$ 1,504,117	\$ 15,772,820	\$ 17,276,937	\$ -	\$ -	\$ 17,276,937
33541100-541410	C1631 MCGINNIS RD IGA (FORSYTH)	2,400,000	-	2,400,000	-	2,400,000	-	-	2,400,000
33541100-541410	C1638 ACADEMY ST/WEBB BR RD OP IMP	404,577	380,208	24,369	-	24,369	-	941	23,428
33541100-541410	C1713 KIMBALL BR RD OP IMPROVEMENTS	1,359,741	219,423	1,140,318	-	1,140,318	-	1,068,443	71,875
33541100-541410	C1714 BETHANY RD @ MID BROADWELL RD	1,247,055	272,579	974,476	-	974,476	-	974,475	1
33541100-541410	C1715 BETHANY RD @ MAYFIELD RD	1,768,505	301,550	1,466,955	-	1,466,955	-	1,456,686	10,269
33541100-541410	C1716 MORRIS RD OPERATIONAL IMP	3,480,759	1,445,130	2,035,629	-	2,035,629	-	2,015,669	19,960
33541100-541410	C1717 OLD MILTON PKWY CAPACITY IMP	1,790,676	757,535	1,033,141	-	1,033,141	-	17,053	1,016,088
33541100-541410	C1718 WINDWARD PKWY IMP	185,600	185,100	500	-	500	-	-	500
33541100-541410	C1800 HAYNES BRIDGE RD IMP	5,000,000	-	5,000,000	-	5,000,000	-	-	5,000,000
33541100-541410	C1932 ACADEMY ST IMPROVEMENTS	242,176	84,423	157,753	-	157,753	-	157,753	0
33541100-541410	C1933 WEBB BRIDGE RD IMPROVEMENTS	569,718	9,208	560,510	-	560,510	-	560,510	0
33541100-541410	C1934 WINDWARD PKWY EAST IMPROVEMENTS	345,305	40,596	304,709	-	304,709	-	304,708	1
33541100-541410	C1935 WINDWARD PKWY WEST IMPROVEMENTS	240,026	17,694	222,332	-	222,332	-	222,331	1
	Total			\$ 16,824,809	\$ 15,772,820	\$ 32,597,629	\$ -	\$ 6,778,568	\$ 25,819,061



SPECIAL REVENUE FUNDS WITH CAPITAL PROJECTS

Revenue & Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Confiscated Assets Fund (Fund 210; life-to-date for active projects)
 As of July 31, 2019

		Project Snapshot		FY 2020					
		Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Account #	Project								
Revenue									
DEA									
21031110-351300	CONFISCATION/FEDERAL SEIZURE	2,752,512	2,752,512	\$ -	\$ -	\$ -	\$ 7,177		\$ (7,177)
21031110-361000	INTEREST EARNINGS	5,290	5,290	-	-	-	43		(43)
21031110-392100	SALE OF CAPITAL ASSETS (FEDERAL)	14,366	14,366	-	-	-	-		-
21031110-395000	CARRYFORWARD FUND BALANCE	489,078	-	64,028	425,050	489,078	-		489,078
	Total			\$ 64,028	\$ 425,050	\$ 489,078	\$ 7,220		\$ 481,858
Expenditures									
DEA									
21031110-51*	PERSONNEL SERVICES	1,814,043	1,518,993	\$ -	\$ 295,050	\$ 295,050	\$ 31,196	\$ -	\$ 263,854
21031110-52*	MAINTENANCE AND OPERATIONS	130,330	130,330	-	-	-	3,000	-	(3,000)
21031110-531600	SMALL EQUIPMENT	24,676	8,082	16,594	-	16,594	-	16,593	1
21031110-579007	NEXT YEAR BUDGET RESERVE	47,434	-	47,434	-	47,434	-	-	47,434
21031110-542100	C2009 PATROL RIFLE PROGRAM	130,000	-	-	130,000	130,000	-	7,230	122,770
	Total			\$ 64,028	\$ 425,050	\$ 489,078	\$ 34,196	\$ 23,823	\$ 431,059



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of July 31, 2019

Account #		Project		Project Snapshot		FY 2020													
				Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available								
Revenue																			
27074110-341321		IMPACT FEES STREETS & HIGHWAYS		\$	1,764,622	\$	1,764,622	\$	-	\$	-	\$	12,210	\$	(12,210)				
27074110-341323		IMPACT FEES RECREATION & PARKS			3,693,255		3,693,255		-		-		1,475		(1,475)				
27074110-341324		IMPACT FEES PUBLIC SAFETY			747,438		747,438		-		-		1,478		(1,478)				
		subtotal				\$	-	\$	-	\$	-	\$	15,164	\$	(15,164)				
Non-Departmental																			
27074110-395000		CARRYFORWARD FUND BALANCE				\$	1,800,788	\$	1,595,128	\$	3,395,916	\$	-	\$	3,395,916				
27074110-361000		INTEREST EARNINGS					-		-		-		4,292		(4,292)				
		subtotal				\$	1,800,788	\$	1,595,128	\$	3,395,916	\$	4,292	\$	3,391,624				
		Total				\$	1,800,788	\$	1,595,128	\$	3,395,916	\$	19,456	\$	3,376,460				
Expenditures																			
Public Safety																			
27031150-544200		C2006	HAZMAT TRUCK & TRAILER	\$	155,750	\$	-	\$	-	\$	155,750	\$	-	\$	-	\$	155,750		
		subtotal					-	\$	155,750	\$	155,750	\$	-	\$	-	\$	155,750		
Public Works																			
27041100-541410		C1410	RUCKER RD CORRIDOR	\$	1,150,000	\$	23,700	\$	1,126,300	\$	-	\$	1,126,300	\$	-	\$	515,763	\$	610,537
27041100-541410		C1909	PARK PLAZA SIGNAL		72,300		-		72,300		-		72,300		-		45,935		26,365
27041100-541410		C1922	WILLS RD WIDENING		14,460		14,460		-		-		-		-		-		-
27041100-541410		C2012	HOPEWELL/VAUGHAN ROUNDABOUT		36,150		-		-		36,150		36,150		-		-		36,150
		subtotal						\$	1,198,600	\$	36,150	\$	1,234,750	\$	-	\$	561,698	\$	673,052
Recreation, Parks & Cultural Services																			
27061150-541500		C1611	ALPHARETTA ARTS CENTER	\$	1,300,001	\$	1,300,001	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
27061150-541000		C1711	CULTURAL ARTS LAND/PARK LAND		150,000		-		150,000		-		150,000		-		-		150,000
27061150-541500		C1808	CITY CTR SIDEWALKS/UTILITIES		300,000		300,000		-		-		-		-		-		-
27061150-541500		C1920	PARK DEVELOPMENT		433,693		-		433,693		-		433,693		-		-		433,693
		subtotal						\$	583,693	\$	-	\$	583,693	\$	-	\$	-	\$	583,693
Non-Departmental																			
27074110-579001		NON-ALLOCATED STREETS & HIGHWAYS						\$	14,231	\$	826,691	\$	840,922	\$	-	\$	-	\$	840,922
27074110-579002		NON-ALLOCATED RECREATION & PARKS							27,949		523,453		551,402		-		-		551,402
27074110-579003		NON-ALLOCATED PUBLIC SAFETY							(23,685)		53,084		29,399		-		-		29,399
		subtotal						\$	18,495	\$	1,403,228	\$	1,421,723	\$	-	\$	-	\$	1,421,723
		Total						\$	1,800,788	\$	1,595,128	\$	3,395,916	\$	-	\$	561,698	\$	2,834,218



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of July 31, 2019

Account #		Project	Project Snapshot		FY 2020					
			Total Project Authorization	Prior Year Actuals	Carryforward Budget	FY 2020 Appropriations	Total Budget	Collections / Expenditures	Encumbrances	Funds Available
Revenue										
27590150-314100		HOTEL/MOTEL TAXES	50,855,794	42,055,794	\$ -	\$ 8,800,000	\$ 8,800,000	\$ 768,508		\$ 8,031,492
27590150-319201		PENALTY/INTEREST HOTEL/MOTEL TAXES	2,066	2,066	-	-	-	-		-
27590150-391316		TRANSFER IN FROM CONF CTR BOND FUND	380,308	380,308	-	-	-	-		-
		subtotal			\$ -	\$ 8,800,000	\$ 8,800,000	\$ 768,508		\$ 8,031,492
Non-Departmental										
27590150-395000		CARRYFORWARD FUND BALANCE	2,697,155	-	\$ 1,882,685	\$ 814,470	\$ 2,697,155	\$ -		\$ 2,697,155
		subtotal			\$ 1,882,685	\$ 814,470	\$ 2,697,155	\$ -		\$ 2,697,155
		Total			\$ 1,882,685	\$ 9,614,470	\$ 11,497,155	\$ 768,508		\$ 10,728,647
Expenditures										
Alpharetta Convention & Visitors Bureau										
27590150-572002		ALPHA CONV & VISITORS BUREAU DISTRIBUTION	22,204,613	18,354,613	\$ -	\$ 3,850,000	\$ 3,850,000	\$ 336,222	\$ -	\$ 3,513,778
		subtotal			\$ -	\$ 3,850,000	\$ 3,850,000	\$ 336,222	\$ -	\$ 3,513,778
City/Other										
27590150-521200		PROFESSIONAL SERVICES	16,490	13,490	\$ -	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ 3,000
27590150-611100		CITY OF ALPHARETTA DISTRIBUTION	19,432,094	16,132,094	-	3,300,000	3,300,000	288,191	-	3,011,809
		subtotal			\$ -	\$ 3,303,000	\$ 3,303,000	\$ 288,191	\$ -	\$ 3,014,809
Tourism Product Development										
27590150-541500	C1908	WAYFINDING SIGNAGE	151,412	-	\$ 51,412	\$ 100,000	\$ 151,412	\$ -	\$ -	\$ 151,412
27590150-544100	C1908	WAYFINDING SIGNAGE	95,000	-	-	95,000	95,000	-	-	95,000
27590150-541500	C1911	EQUESTRIAN CENTER	250,000	-	250,000	-	250,000	-	-	250,000
27590450-541500	C2011	WILLS PARK MASTER PLAN	850,000	-	-	850,000	850,000	-	193,750	656,250
27590150-579000		RESERVE (TOURIST PRODUCT DEVELOPMENT)	521,780	-	81,273	440,507	521,780	-	-	521,780
27590150-579006		DEBT SERVICE RESERVE	1,500,000	-	1,500,000	-	1,500,000	-	-	1,500,000
27590151-581100	D1600	PRINCIPAL (2016 CONF CTR BOND)	400,000	200,000	-	200,000	200,000	-	-	200,000
27590151-582100	D1600	INTEREST PAYMENT (2016 CONF CTR BOND)	3,111,517	2,335,554	-	775,963	775,963	-	-	775,963
		subtotal			\$ 1,882,685	\$ 2,461,470	\$ 4,344,155	\$ -	\$ 193,750	\$ 4,150,405
		Total			\$ 1,882,685	\$ 9,614,470	\$ 11,497,155	\$ 624,413	\$ 193,750	\$ 10,678,992



OTHER REPORTS

Payments \$5,000 and Greater



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended July 31, 2019

Vendor	Description	Department	\$ Amount
AB Gymnastics LLC	AGA Payment	Recreation, Parks & Cultural Svcs	\$ 8,978.49
Ace American Insurance Co (EFT)	Monthly Workers Comp and RIMS Service Fees	Finance	\$ 17,720.68
AFLAC	Monthly Premium	Finance	\$ 10,528.17
Allan Vigil Ford Lincoln Inc	2019 Ford Police Interceptor	Public Safety	\$ 56,682.00
Allied Paving Contractors Inc	FY2019 Milling and Resurfacing	Public Works	\$ 584,367.33
Alpharetta Convention & Visitors Bureau	Hotel/Motel Occupancy Tax Allocation	Finance	\$ 336,222.36
American Facility Services Inc	Janitorial Services	Various	\$ 20,714.42
AT&T	June 2019 Phone Service	Information Technology	\$ 5,694.75
Atlanta Pyrotechnics Int'l Inc	Balance - July 4th 2019 Firework Display	Recreation, Parks & Cultural Svcs	\$ 15,000.00
Benchmark Design PC	Police Protection Equipment	Public Safety	\$ 13,796.25
Biddle Consulting Group Inc	Annual Test Genius Critical Software License	Public Safety	\$ 5,495.00
Bleakly Advisory Group Inc	North Point Mall TAD	Community Development	\$ 5,500.00
Bovis, Kyle, & Burch (wire)	Land Purchase	Finance	\$ 59,400.00
Care Environmental Corp	Hazardous Material and Waste	Public Works	\$ 18,771.08
Carithers-Wallace-Courtenay	Office Furniture	Public Safety	\$ 13,134.00
Carl Black Buick GMC	Vehicle Maintenance and Repair	Public Safety	\$ 9,588.62
Carl Black Buick GMC	Vehicle Maintenance and Repair	Public Safety	\$ 6,757.11
Cigna (wire)	Monthly Premium	Finance	\$ 147,784.49
Cigna (wire)	Monthly Premium	Finance	\$ 40,848.45
Citigroup Institutional Trust (wire)	Retirement Benefit	Finance	\$ 2,775,000.00
City of Roswell	Training Center	Public Safety	\$ 17,384.94
Control Technologies Inc	Controller Intelight	Public Works	\$ 47,630.00
Corporate Health Partners LLC	Employee Health Care Services	Finance	\$ 121,320.96
Dana Safety Supply Inc	Vehicle Upfit and DSS Installations	Public Safety	\$ 28,341.72
Dataworks Plus LLC	Livescan Plus System Hardware/Software/Accessories	Municipal Courts	\$ 27,190.00
DC Pool Service LLC	Swimming Pool Management	Recreation, Parks & Cultural Svcs	\$ 9,518.00
Dell Marketing LP	OptiPlex 5060	Information Technology	\$ 12,806.10
Downey Trees Inc	Tree Trimming/Pruning Services	Public Works	\$ 10,740.00
Dynatest North America	2018-2019 Sidewalks	Public Works	\$ 21,093.50
Ed Castro Landscape Inc	June/July Landscape Management	Recreation, Parks & Cultural Svcs	\$ 12,535.58
ESRI	Drone2Map/Enterprise Agreement/ArcGIS Geo Event	Information Technology	\$ 59,000.00
Fulton County - Dept of Finance	Water Bills	Finance	\$ 6,345.74



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended July 31, 2019

Vendor	Description	Department	\$ Amount
Fulton County Board of Commission	June 2019 State Reports-LVAP Fund Disbursements	Municipal Court	\$ 8,164.25
Fulton County Board of Registration & Elections	November 5th, 2019 COA Municipal General Election	City Administration	\$ 137,894.00
Fulton County-Dept of Finance	Water Bills	Finance	\$ 7,042.56
Georgia Bureau of Investigation	Alcohol/Liquor License and Private Employment	Public Safety	\$ 9,169.50
Georgia Bureau of Investigation	Alcohol/Liquor License and Georgia Check	Public Safety	\$ 12,388.50
Georgia Interlocal Risk Management Agency	GMA-GIRMA Firefighter Cancer Benefit	Public Safety	\$ 5,304.75
Georgia Power Co	Power Bill	Finance	\$ 145,417.05
Georgia Superior Court Clerks	June 2019 State Reports	Municipal Court	\$ 35,797.86
Governmentjobs.com	HRIS Modules	Human Resources	\$ 28,490.00
Hawkins Construction	Station 81 thru 86 Repairs and Maintenance	Public Works	\$ 33,361.98
Home By Dark Productions LLC	7/13/19 Brooke Street Park Event	Recreation, Parks & Cultural Svcs	\$ 5,000.00
Home By Dark Productions LLC	7/27/19 Brooke Street Park Event	Recreation, Parks & Cultural Svcs	\$ 5,000.00
Horse & Plow Landscape and Construction LLC	Concrete/Relocation Scorpion to Art Center	Recreation, Parks & Cultural Svcs	\$ 12,430.00
Innovative Data Solutions	Annual HPOL and License	Public Safety	\$ 5,496.13
Innovative Properties Worldwide	Spring Issue Advertisement	City Administration	\$ 5,000.00
IPR Southeast LLC	Storm Water Repair	Public Works	\$ 212,153.00
Jacobs Engineering	Traffic Controls and Equipment	Public Works	\$ 7,013.38
Jones Contracting Group LLC	Wills Park Equestrian Covered Arena	Recreation, Parks & Cultural Svcs	\$ 49,850.00
Mason Tractor Company Inc	Tractor Maintenance and Repair	Recreation, Parks & Cultural Svcs	\$ 9,997.11
Mass Services Inc	May 2019 Stall Cleaning	Recreation, Parks & Cultural Svcs	\$ 7,294.95
MJM Film and Video Inc	Payment 1 of 3 - Farm House Video	Recreation, Parks & Cultural Svcs	\$ 7,500.00
Morgan Stanley (wire)	COA Retiree health benefit	Finance	\$ 68,015.00
Morgan Stanley (wire)	COA Retiree Health Plan	Finance	\$ 575,000.00
MSK2 Inc	North Point Area	Community Development	\$ 8,800.52
Municipal Emergency Services Inc	SCBA Testing and Services	Public Safety	\$ 6,667.15
North Fulton Regional Radio Sys Auth	1st Quarter-FY2020 Subsidy Payment	Public Safety	\$ 112,827.00
OpenGov	Annual Performance Measures-OpenGov	Finance	\$ 7,300.00
PB Parent LLC	Annual Inspection	Public Works	\$ 8,450.00
Peace Officer's Annuity & Benefit Fund of GA	June 2019 State Reports	Municipal Court	\$ 8,403.00
PlaySouth LLC	Playground Equipment	Recreation, Parks & Cultural Svcs	\$ 42,288.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended July 31, 2019

Vendor	Description	Department	\$ Amount
Pond & Company	Windward Park	Recreation, Parks & Cultural Svcs	\$ 14,985.85
Popcorn Media LLC	Movie Star Camp	Recreation, Parks & Cultural Svcs	\$ 6,764.38
Praetorian Group Inc	Annual Core Fire/EMS Bundle	Public Safety	\$ 6,095.00
Premier Events LLC	2019 Brooke Street Park Concert Series	Recreation, Parks & Cultural Svcs	\$ 6,666.68
Renasant Bank	Business License Refund	Finance	\$ 7,877.50
Renasant Bank	Business License Refund	Finance	\$ 8,413.52
Repro Products Inc	Contracted Equipment	Finance	\$ 5,410.11
Republic Services #800	Sanitation/Waste Services	Finance	\$ 9,650.91
Republic Services #800	On Call Services and March 2019 Correction	Various	\$ 5,274.30
Republic Services #800	June 2019 Waste Management Services	Finance	\$ 338,624.97
Rico International Inc/Specialty Car Company	2019 Club Car	Recreation, Parks & Cultural Svcs	\$ 9,104.20
Ruppert Landscape	June 2019 Landscape Maintenance	Public Works	\$ 31,868.50
Russell Landscape LLC	June 2019 Landscape Maintenance	Public Works	\$ 13,682.69
Saville & Company Inc	FY2020 Insurance Policies and Additional Property Locations	Risk Management	\$ 547,136.24
Sawnee Electric Membership Corp	Power Bills	Finance	\$ 34,236.88
See Clickfix LLC	Connect Annual License	Information Technology	\$ 8,559.00
Southeastern Commercial Flooring Inc	Flooring	Public Works	\$ 9,511.08
Southern Hydro Vac Inc	Pipeline Equipment Maintenance	Public Works	\$ 5,185.25
SunTrust Pcard	July 2019 E-Payables Payment	Finance	\$ 5,022.95
SunTrust Pcard	Pcard Payment	Finance	\$ 48,082.35
SunTrust Pcard	Pcard Payment	Finance	\$ 170,455.97
Ten 8 Fire & Safety	Vehicle Repair and Maintenance	Public Safety	\$ 6,898.71
The Christman Company	Downtown Parking Deck	Public Works	\$ 181,265.00
The Cincinnati Life Insurance Company	July 2019 Premium	Finance	\$ 6,162.80
Tri Scapes Inc	June 2019 Landscape Maintenance	Recreation, Parks & Cultural Svcs	\$ 21,865.66
USI Insurance Services National Inc	USI Services	Risk Management	\$ 50,000.00
USI Insurance Services National Inc	FY2020 Excess Worker Comp Policy Premium and Cyber Premium	Risk Management	\$ 130,599.60
Vertical Earth	Morris Road Operational Improvements	Public Works	\$ 126,722.09
Weitz Jr, John J	Sanitary Sewer Refund	Public Works	\$ 29,121.50
Yancey Bros Co	Troubleshoot Engine	Public Works	\$ 5,781.97
Yellobee Studio	Graphic Design	Recreation, Parks & Cultural Svcs	\$ 5,275.00
Zagster Inc	May & June 2019 and July 2019 thru April 2020 Service Fee per Bike	Recreation, Parks & Cultural Svcs	\$ 15,840.00



OTHER REPORTS

Purchase Orders between
\$5,000 and \$50,000



CITY OF ALPHARETTA
Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended July 31, 2019

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
20000002	DC Pool Service LLC	Rec., Parks & Cultural Svcs	\$ 23,400.00	City Center water feature maintenance and repair
20000004	American Coach Lines of Atlanta	Rec., Parks & Cultural Svcs	\$ 12,900.00	Bus transportation for Wills Park Summer Day Camp July fieldtrips
20000005	American Coach Lines of Atlanta	Rec., Parks & Cultural Svcs	\$ 6,433.75	Bus transportation for Camp Happy Hearts July and Aug fieldtrips
20000006	Innovative Data Solutions	Public Safety	\$ 5,496.13	Power DMS annual license renewal
20000007	Praetorian Group Inc	Public Safety	\$ 6,095.00	Annual subscription on online training classes for Fire and EMS
20000008	Veristor System Inc	Information Technology	\$ 14,800.00	Cloud based email security and spam filter
20000011	DC Pool Service LLC	Rec., Parks & Cultural Svcs	\$ 37,990.00	Wills Park Pool maintenance and supplies
20000015	Benchmark Design PC	Community Development	\$ 12,000.00	Architectural/aesthetic review of design submittals
20000022	One Source Counseling & Employee Assistance Services	Finance	\$ 14,250.00	Employee assistance program
20000025	Georgia Technology Authority	Public Safety	\$ 21,500.00	GCIC terminal fees and connection services
20000028	Popcorn Media LLC	Rec., Parks & Cultural Svcs	\$ 9,845.00	Instructor fees for Movie Star Camp
20000029	Thyssenkrupp Elevator Corp	Public Works	\$ 6,503.64	Elevator maintenance and repair
20000030	Watt Commercial Sweeping	Public Works	\$ 7,920.00	Street sweeping for City Hall and Milton Ave parking decks
20000031	See ClickFix LLC	Public Works	\$ 8,559.00	Annual software license
20000032	Meer Electrical Contractors Inc	Public Works	\$ 12,540.00	Annual tornado siren maintenance
20000033	Utilities Protection Center Inc	Public Works	\$ 12,454.62	Utilities protection membership fees
20000037	Smyrna Police Distributors	Public Safety	\$ 13,400.00	Public Safety uniforms
20000039	Biddle Consulting Group Inc	Public Safety	\$ 5,495.00	Online testing software for 911 job candidates
20000040	GovernmentJobs.com Inc	Human Resources	\$ 28,490.00	(2) HRIS software modules
20000041	GRM Information Management System	Finance	\$ 14,135.00	Records management storage
20000045	Arrow Exterminators	Public Works	\$ 11,880.00	Pest control services
20000048	Comfort by Design	Public Works	\$ 28,828.00	HVAC quarterly inspections for multiple city facilities
20000050	Sweeping Corporation of America Inc	Public Works	\$ 20,961.18	Annual street sweeping services
20000051	Energy Systems Southeast LLC	Public Works	\$ 23,140.00	Annual generator maintenance, including monthly load testing at PSHQ
20000053	DLT Solutions LLC	Information Technology	\$ 9,710.18	SolarWinds annual license renewal
20000054	Stone McElroy & Associates	Human Resources	\$ 18,000.00	Pre-hire and post incident psychological evaluations
20000055	Atlanta Business Chronicle	Administration	\$ 29,810.00	Newspaper and publication advertising
20000056	John W Horne	Rec., Parks & Cultural Svcs	\$ 6,000.00	Instructor fees for drawing programs
20000057	Engle Art LLC	Rec., Parks & Cultural Svcs	\$ 15,000.00	Instructor fees for painting programs and camps
20000058	Sportykes	Rec., Parks & Cultural Svcs	\$ 23,000.00	Instructor fees for Sportykes programs and camps
20000060	Evergreen Solutions LLC	Human Resources	\$ 32,500.00	Comprehensive pay, compensation, and classification study
20000061	Royal Cup Coffee	Finance	\$ 38,950.00	Annual coffee and filtered water services



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended July 31, 2019

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
20000062	James W Castro	Rec., Parks & Cultural Svcs	\$ 25,000.00	(5) performances at Brooke Street Park Concert Series
20000063	Trend Publications Inc	Administration	\$ 16,334.00	Georgia Trend publication advertising
20000066	Pond & Company	Public Works	\$ 7,940.00	Design services for Alpha Loop phasing and estimating
20000067	Terramark Land Surveying Inc	Public Works	\$ 5,600.00	Land surveying services for Canton St pedestrian crossing project
20000068	Lee Whiteside	Municipal Court	\$ 45,000.00	Substitute judge
20000071	Rosita Czekala	Rec., Parks & Cultural Svcs	\$ 15,000.00	Instructor fees for pottery, hand building, and adaptive ceramics programs
20000073	New London Communications LLC	Rec., Parks & Cultural Svcs	\$ 7,266.00	Printing of School Year Guide, Summer Guide, and promotional cards
20000074	CDW LLC	Information Technology	\$ 22,568.00	Carbon Black Security software annual subscription
20000075	CDW LLC	Information Technology	\$ 36,944.30	Tenable Healthcheck Security Center annual subscription
20000076	Specialty Floor Solutions LLC	Rec., Parks & Cultural Svcs	\$ 14,580.00	Floor restoration services for (3) North Park buildings
20000077	Tim Bowen	Rec., Parks & Cultural Svcs	\$ 11,000.00	Instructor fees for Lego camps
20000078	Jamie C Gessner	Rec., Parks & Cultural Svcs	\$ 35,000.00	Instructor fees for tennis programs
20000079	Icon Enterprises Inc	Administration	\$ 12,976.00	Annual CivicPLus software maintenance and support
20000080	Jump Start Sports LLC	Rec., Parks & Cultural Svcs	\$ 10,000.00	Instructor fees for various sports programs
20000083	Thomas G Madden & Assoc Inc	Public Safety	\$ 6,300.00	(14) sets of 6 rechargeable ICS sequential flares
20000084	Safety Penn Training LLC	Rec., Parks & Cultural Svcs	\$ 35,000.00	Instructor fees for swim lessons
20000088	Appen Media Group	Rec., Parks & Cultural Svcs	\$ 11,475.00	Special event advertising
20000089	Veristor System Inc	Information Technology	\$ 8,041.90	Veristor First Call Support and Dell onsite hardware replacement/phone support
20000090	GIS Planning	Administration	\$ 11,330.00	SelectAlpharetta.Com GIS software maintenance and support
20000091	Yellobee Studio	Rec., Parks & Cultural Svcs	\$ 5,780.00	Graphic design services for recreation guides
20000093	Darryl D Adams	Rec., Parks & Cultural Svcs	\$ 13,500.00	Instructor fees for karate program
20000094	Manny P Zafiros	Rec., Parks & Cultural Svcs	\$ 30,000.00	Officials for youth, teen, and adult basketball
20000095	Rico International Inc	Rec., Parks & Cultural Svcs	\$ 14,986.00	(1) 2020 Club Car Carryall 4X4 Utility Vehicle
20000096	8A Translations	Municipal Court	\$ 35,000.00	Translation services
20000099	North Georgia Amateur Umpire Assoc	Rec., Parks & Cultural Svcs	\$ 31,000.00	Officials for adult softball
20000100	Gulf States Distributors Inc	Public Safety	\$ 36,580.00	Ammunition for training and duty
20000101	Peek Pavement Marking LLC	Public Works	\$ 7,000.00	Water blast removal of painted skip lines on Westside Pkwy
20000103	Downey Trees Inc	Rec., Parks & Cultural Svcs	\$ 28,365.00	Tree trimming and pruning services for parks
20000108	Verismic Software Inc	Information Technology	\$ 8,640.00	Cloud management suite
20000109	Veristor System Inc	Information Technology	\$ 5,400.00	Mimecast software implementation
20000110	Superion LLC	Public Safety	\$ 13,960.00	Server migration
20000111	Municipal Emergency Services Inc	Public Safety	\$ 8,179.44	Turnout gear lockers



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended July 31, 2019

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
20000113	Challenger Teamwear	Finance	\$ 20,735.00	Fall 2019 and Spring 2020 soccer uniforms
20000116	Bonfire Interactive	Finance	\$ 9,500.00	Procurement and contract software
20000124	Highway Services Inc	Public Works	\$ 7,140.21	Pavement marking services for (11) locations on North Point Parkway
20000127	Hasley Recreation Inc	Rec., Parks & Cultural Svcs	\$ 11,268.00	(6) swings with chains and (6) square post packages
20000129	Tyler Technologies Inc	Finance	\$ 9,266.00	Socrata software renewal
20000134	ALTA Planning + Design	Rec., Parks & Cultural Svcs	\$ 8,390.00	Wills Park wayfinding signage
20000137	Veristor System Inc	Information Technology	\$ 13,996.50	VMWare workspace
20000138	CZ-USA	Public Safety	\$ 7,230.00	(5) pistols with suppressors and folding stocks
20000140	GH Tours Inc	Rec., Parks & Cultural Svcs	\$ 7,370.00	Travel service for Adult Activity Center's overnight trip to Jekyll Island
20000143	Veristor System Inc	Information Technology	\$ 10,793.80	HP Said maintenance and support
20000145	Pond & Company	Rec., Parks & Cultural Svcs	\$ 15,950.00	Pedestrian bridge maintenance on Big Creek Greenway near Kimball Br Rd
20000149	Terramark Land Surveying Inc	Public Works	\$ 11,246.20	Surveying services for preparation of a condominium plat
20000151	Butch Thompson Enterprises Inc	Public Works	\$ 12,600.00	Old Roswell St parking lot dumpster modifications
20000152	Mauldin & Cook Fence Company	Public Works	\$ 12,390.00	Fence installation and repair associated with Old Roswell St dumpster modifications
20000153	Guidepoint Security LLC	Information Technology	\$ 41,192.00	Duo Security coverage
20000154	JJ Soccer LLC	Rec., Parks & Cultural Svcs	\$ 49,000.00	Soccer officials
20000155	David Eristavi	Rec., Parks & Cultural Svcs	\$ 47,500.00	Director of Coaching for soccer
20000156	Wrike Inc	Administration	\$ 28,017.95	Wrike project management software and service agreement
20000157	Motorola Solutions Inc	Public Safety	\$ 24,931.60	Replacement radios for Fire Marshall's office
20000158	Bridgeway Foundation for Education	Rec., Parks & Cultural Svcs	\$ 20,000.00	Facility use agreement for soccer field rental
20000159	Netplanner Systems Inc	Administration	\$ 39,267.58	Installation of security and alarm equipment at City Hall Parking Deck



OTHER REPORTS

Bid/RFP Status



CITY OF ALPHARETTA
 Financial Management Reports
Bid/RFP Status
 for the month ended July 31, 2019

Bid#	RFP#	Department	Description	Close Date	Number of Vendor Responses	Award Date	Awarded To	Award Amount	Note	Purchase Order Date	Purchase Order #
19-002		Public Works	Morrison Parkway Sidewalk Improvements	8/23/2018	5	9/4/2018	Sol Construction, LLC	\$ 618,306.40	1		
19-009		Public Works	Alpha Loop Gap - Thompson Street	1/24/2019	7	6/3/2019	Vertical Earth, Inc.	\$ 572,928.79		8/8/2019	20000166
	19-113 RFP	Public Safety	Traffic Preemption System for Emergency Response	4/18/2019	2	7/8/2019	Temple, Inc.	\$ 300,000.00			
	19-108 RFP	Public Works	Big Creek Greenway Extension	5/3/2019	2				2		
	19-116 RFP	Rec/Parks	On-Call Equipment Rental for Events	5/9/2019	3	7/22/2019	Atlanta Tent Rentals				
19-012		General	Sale of City-Owned Real Property, Retail Condominium Unit	6/13/2019	4	7/22/2019	GCKR Realty, LLC	\$ 876,600.00	3		
	20-103 RFP	Public Safety	Speed Detection Camera System for School Zones	6/21/2019	3						
20-001		Public Works	FY 2020 Milling, Resurfacing and Pavement Preservation	6/27/2019	4	7/15/2019	Allied Paving Contractors, Inc.	\$ 5,073,000.00			
	19-117 RFP	Admin	Website Planning and Project Management Services	7/11/2019	8						
20-003		Public Works	Fire Station Renovations: Kitchens and Bathrooms	7/11/2019	4	8/19/2019	Rick B. General Contractors	\$ 162,051.00			
	20-102 RFP	Rec/Parks	On-Call Tree Service for Parks	8/8/2019	4						
	20-101 RFP	Public Works	On-Call Arboricultural Services for Public Works	8/8/2019	6						

Notes:

- 1 Waiting for construction easements
- 2 Shortlisted from RFQ 19-1003. Award waiting on funding/budgeting
- 3 Purchase and Sale agreement executed. Closing date not set, but should be before end of year



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OTHER REPORTS

GAAP Financial Statements

**City of Alpharetta
Balance Sheet
Governmental Funds
July 31, 2019**

	Major Governmental Funds						Non-Major Governmental Funds	Total Governmental Funds
	General Fund	Capital Project Fund	Capital Grant Fund	Conf Center Bond Fund	Construction Bond Fund	T-SPLOST Capital Fund		
ASSETS								
Cash / Cash Equivalents / Investments	\$ 23,867,443	\$ 11,387,761	\$ 409,642	\$ -	\$ 35,355,970	\$ 21,472,060	\$ 10,100,374	\$ 102,593,249
Receivables (net of allowance for uncollectibles)								
Taxes Receivable								
Property Taxes	230,660	-	-	-	-	-	50,668	281,327
Other Taxes	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Accounts	90,564	-	-	-	-	-	30,372	120,936
Due from Other Funds	-	-	-	-	-	-	-	-
Prepaid Items	-	-	-	-	-	-	-	-
Cash - Restricted	-	342,781	-	-	-	-	-	342,781
Intergovernmental Receivable	-	494,119	96,470	-	-	-	3,028	593,617
Restricted	-	-	-	-	-	-	-	-
Total Assets	24,188,666	12,224,661	506,111	-	35,355,970	21,472,060	10,184,441	103,931,910
LIABILITIES AND FUND BALANCES								
Liabilities								
Current								
Accounts Payable	2,088,370	255,298	26,644	-	1,371,924	173,971	54,931	3,971,138
Retainage Payable	-	793,384	60,198	-	558,899	58,683	-	1,471,164
Intergovernmental Payable	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Payroll Payable	97,550	-	-	-	-	-	9,343	106,893
Due to Other Funds	-	-	-	-	-	-	-	-
Deferred Revenue	296,909	494,119	(21,599)	-	-	-	84,051	853,480
Unearned Revenue	-	-	-	-	-	-	-	-
Teen Driving/Donation	-	-	-	-	-	-	-	-
T.A.D Payment to County	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-
Non-Current								
Unclaimed Property	-	-	-	-	-	-	-	-
Claims Payable	-	-	-	-	-	-	-	-
Total Liabilities	2,482,829	1,542,802	65,242	-	1,930,823	232,654	148,325	6,402,674
Fund Balances:								
Restricted for:								
Capital Projects	-	342,781	440,870	-	33,425,147	21,239,406	3,415,372	58,863,576
Law Enforcement	-	-	-	-	-	-	473,492	473,492
Emergency Telephone Activities	-	-	-	-	-	-	965,208	965,208
Grant Projects	-	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	1,224,561	1,224,561
Promotion of Tourism	-	-	-	-	-	-	2,697,155	2,697,155
Assigned for:								
Grant Projects	-	-	-	-	-	-	125,992	125,992
Capital Projects	-	10,339,079	-	-	-	-	-	10,339,079
2019 Fiscal year Expenditures	6,100,065	-	-	-	-	-	-	6,100,065
Unassigned	15,605,772	-	-	-	-	-	1,134,337	16,740,109
Total Fund Balances	21,705,837	10,681,859	440,870	-	33,425,147	21,239,406	10,036,117	97,529,236
Total Liabilities and Fund Balances	\$ 24,188,666	\$ 12,224,661	\$ 506,111	\$ -	\$ 35,355,970	\$ 21,472,060	\$ 10,184,441	\$ 103,931,910

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended July 31, 2019

	Major Governmental Funds						Non-Major	Total
	General	Capital	Capital	Conf Ctr Fund	S2016 Const	T-SPLOST	Governmental	Governmental
	Fund	Project Fund	Grant Fund		Bond Fund	Capital Fund	Funds	Funds
REVENUES								
Taxes:								
Property Tax	\$ 50,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 768,508	\$ 819,467
Local Option Sales Tax	1,397,891	-	-	-	-	-	10,656	1,408,546
Transportation Special Purpose Local Option S	-	-	-	-	-	941,627	-	941,627
Other Taxes	783,996	-	-	-	-	-	267,683	1,051,679
Licenses and permits	222,968	-	-	-	-	-	15,164	238,132
Intergovernmental	10,000	-	127,171	-	-	-	8,366	145,538
Charges for services	317,329	-	-	-	-	-	32,133	349,462
Impact Fees	-	-	-	-	-	-	-	-
Fines/Forfeitures	223,193	-	-	-	-	-	8,788	231,981
Investment earnings	28,822	14,891	450	-	72,061	41,776	-	158,000
Contributions and Donations	-	(26,965)	-	-	-	-	-	(26,965)
Misc Revenue	-	-	-	-	-	-	-	-
Other	25,324	-	-	-	-	-	-	25,324
Total revenues	3,060,481	(12,074)	127,622	-	72,061	983,403	1,111,298	5,342,790
EXPENDITURES								
Current:								
Unallocated	-	-	-	-	-	-	336,222	336,222
General government	1,413,819	2,803	-	-	-	-	-	1,416,622
Public safety	4,154,103	1,167	-	-	-	-	518,947	4,674,217
Public works	881,281	(13,997)	-	-	-	-	1,755	869,040
Economic and community development	447,796	-	-	-	-	-	-	447,796
Alpharetta Business Community	-	59,400	-	-	-	-	-	59,400
Culture and recreation	1,034,403	-	-	-	-	-	90	1,034,493
Debt service:								
Principal	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Other Costs	55,625	-	-	-	-	-	-	55,625
Bond issuance costs	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	7,987,026	49,373	-	-	-	-	857,014	8,893,414
Excess (deficiency) of revenues over (under) expenditures	(4,926,546)	(61,447)	127,622	-	72,061	983,403	254,284	(3,550,623)
OTHER FINANCING SOURCES (USES)								
Transfers in	288,191	647,189	-	-	-	-	-	935,379
Transfers out	(859,689)	-	-	-	-	-	(75,691)	(935,380)
Loan Proceeds	-	-	-	-	-	-	-	-
Capital Leases	-	-	-	-	-	-	-	-
Sale of capital assets	-	-	-	-	-	-	-	-
Sale of non-capital assets	-	-	-	-	-	-	-	-
Land Sale	-	-	-	-	-	-	-	-
Insurance Proceeds	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(571,498)	647,189	-	-	-	-	(75,691)	(0)
Net change in fund balances	(5,498,044)	585,742	127,622	-	72,061	983,403	178,594	(3,550,623)
Fund balances - beginning	27,203,881	10,096,118	313,248	-	33,353,087	20,256,003	9,857,523	101,079,860
Fund balances - ending	\$21,705,837	\$10,681,859	\$ 440,870	\$ -	\$33,425,147	\$21,239,406	\$ 10,036,117	\$ 97,529,236

City of Alpharetta
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Taxes:			
Property Tax	\$23,767,000	\$ 50,959	\$ (23,716,041)
Local Option Sales Tax	16,450,000	1,397,891	(15,052,110)
Other Taxes	16,820,214	783,996	(16,036,218)
Licenses and Permits	2,318,250	222,968	(2,095,282)
Intergovernmental	60,000	10,000	(50,000)
Charges for Service	4,873,483	317,329	(4,556,155)
Fines/Forfeitures	1,687,500	223,193	(1,464,307)
Investment Earnings	200,000	28,822	(171,178)
Contributions and Donations	-	-	-
Other	156,244	25,324	(130,920)
Total revenues	<u>66,332,691</u>	<u>3,060,481</u>	<u>(63,272,210)</u>
EXPENDITURES			
Current:			
General government			
City Administration	2,018,666	407,107	1,611,559
Finance	3,548,890	836,784	2,712,106
Human Resources	643,973	108,778	535,195
Legal	750,000	-	750,000
Mayor and Council	382,496	42,918	339,578
Municipal Court	1,119,715	329,851	789,864
Information Technology	2,119,345	311,236	1,808,109
Non-Departmental	667,500	55,625	611,875
Contingency/OP Onitiative Reserve	1,005,312	32,500	972,812
Total general government	<u>12,255,897</u>	<u>2,124,799</u>	<u>10,131,098</u>
Public Safety	29,771,142	4,701,925	25,069,217
Public works	8,955,157	1,800,462	7,154,695
Economic and community development	3,435,510	496,936	2,938,574
Culture and recreation	10,270,012	2,972,235	7,297,777
Debt Service			
Principal	190,000	-	190,000
Interest	101,190	-	101,190
Total expenditures	<u>64,978,908</u>	<u>12,096,357</u>	<u>52,882,551</u>
Excess (Deficiency) of revenues over expenditures	<u>1,353,783</u>	<u>(9,035,876)</u>	<u>(10,389,659)</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	3,300,000	288,191	(3,011,809)
Transfers out	(10,316,268)	(859,689)	9,456,579
Capital leases	-	-	-
Land Sale	-	-	-
Sale of capital assets	80,913	-	(80,913)
Sale of non-capital assets	44,554	-	(44,554)
Total other financing sources and uses	<u>(6,890,801)</u>	<u>(571,498)</u>	<u>6,319,303</u>
Net change in fund balances	<u>(5,537,018)</u>	<u>(9,607,374)</u>	<u>(4,070,356)</u>
Fund balances - beginning		27,203,881	
Fund balances - ending		<u>\$17,596,507</u>	
Adjustments to GAAP basis:			
Encumbrances		4,109,330	
Misc adj		-	
Fund balances-ending		<u>\$21,705,837</u>	

City of Alpharetta
Capital Project Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Intergovernmental	\$ 10,720,267	\$ -	\$ (10,720,267)
Contributions & Donations	1,433,310	(26,965)	(1,460,275)
Investment earnings	-	14,891	14,891
Misc Revenue	-	-	-
Other	696,926	-	(696,926)
Total revenues	<u>12,850,503</u>	<u>(12,074)</u>	<u>(12,862,577)</u>
EXPENDITURES			
Capital Outlay			
General Government:			
City Administration	310,725	-	310,725
Finance	42,147	4,973	37,174
Information Technology	1,238,764	23,851	1,214,913
Contingency	958,535	-	958,535
Total general government	<u>2,550,171</u>	<u>28,824</u>	<u>2,521,347</u>
Public Safety	2,382,538	305,812	2,076,726
Engineering & Public Works	23,190,408	12,074,985	11,115,423
Alpharetta Business Community	308,606	67,588	241,018
Economic and community development	546,332	33,905	512,427
Culture and recreation	1,736,793	197,408	1,539,385
Total Capital Outlay	<u>30,714,848</u>	<u>12,708,522</u>	<u>18,006,326</u>
Excess (Deficiency) revenue over expenditures	<u>(17,864,345)</u>	<u>(12,720,595)</u>	<u>5,143,750</u>
OTHER FINANCING SOURCES (USES)			
Transfers in	7,766,268	647,189	(7,119,079)
Capital leases	-	-	-
Budgeted Fund Balance	-	-	-
Total other financing sources and uses	<u>7,766,268</u>	<u>647,189</u>	<u>(7,119,079)</u>
Net change in fund balances	<u>(10,098,077)</u>	<u>(12,073,407)</u>	<u>(1,975,330)</u>
Fund balances - beginning		10,096,118	
Fund balances - ending		<u>\$ (1,977,289)</u>	
Adjustments to GAAP basis:			
Encumbrances		12,659,148	
Misc adj-			
Fund balances-ending		<u>\$ 10,681,859</u>	

City of Alpharetta
Capital Grant Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
Revenues:			
Intergovernmental	\$ 3,735,993	\$ 127,171	\$ (3,608,822)
Contributions & Donations	-	-	-
Interest Earnings	-	450	450
Total	<u>3,735,993</u>	<u>127,622</u>	<u>(3,608,371)</u>
Expenditures:			
Public Safety	-	-	-
General Government	547,577	-	547,577
Community Development	16,380	16,355	25
Public Works	3,448,076	3,448,074	2
Recreation & Parks	-	-	-
Non-Departmental	-	-	-
Total	<u>4,012,033</u>	<u>3,464,430</u>	<u>547,603</u>
Excess (Deficiency) revenue over expenditures	<u>(276,040)</u>	<u>(3,336,808)</u>	<u>(3,060,768)</u>
Other Financing Sources & Uses:			
Transfers in	-	-	-
Budgeted Fund Balance	-	-	-
Subtotal:	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>(276,040)</u>	<u>(3,336,808)</u>	<u>(3,060,768)</u>
Fund balance - beginning		<u>313,248</u>	
Fund balance - ending		<u>\$(3,023,560)</u>	
Adjustments to GAAP basis:			
Misc adj			
Encumbrances		<u>3,464,430</u>	
Fund balances - ending		<u>\$ 440,870</u>	

City of Alpharetta
Bond Construction Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Bond Proceeds	\$ -	\$ -	\$ -
Premium on Bond Proceeds	-	-	-
Misc Revenue	-	-	-
Investment Earnings	-	72,061	72,061
Total revenues	-	72,061	72,061
EXPENDITURES			
General Government:			
Cost of Bond Issuance	-	-	-
Public Works	22,977,450	17,712,867	5,264,583
Recreation & Parks	10,375,636	76,031	10,299,605
Total general government	33,353,086	17,788,898	15,564,188
City Administration			
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	(33,353,086)	(17,716,837)	15,636,249
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds	-	-	-
Operating Transfers Out			
Total other financing sources (uses)	-	-	-
Net change in fund balances	(33,353,086)	(17,716,837)	15,636,249
Fund balances - beginning		33,353,087	
Fund balances - ending		\$ 15,636,249	
Adjustments to GAAP basis:			
Encumbrances		17,788,898	
Fund balances-ending		\$ 33,425,147	

City of Alpharetta
TSPLOST Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget- Positive (Negative)
REVENUES			
Transportation Special Purpose Local Option Sales Tax	\$ 11,400,000	\$ 941,627	\$ (10,458,373)
Investment Earnings	-	41,776	41,776
Total revenues	11,400,000	983,403	(10,416,597)
EXPENDITURES			
General Government:			
Cost of Bond Issuance			-
Public Works	32,597,629	6,778,569	25,819,060
Recreation & Parks			-
Total general government	32,597,629	6,778,569	25,819,060
City Administration			-
Public Safety	-	-	-
Excess (Deficiency) of Revenues Over expenditures	(21,197,629)	(5,795,166)	15,402,463
OTHER FINANCING SOURCES			
General Obligation Bond Proceeds			-
Operating Transfers Out			-
Total other financing sources (uses)	-	-	-
Net change in fund balances	(21,197,629)	(5,795,166)	15,402,463
Fund balances - beginning		20,256,003	
Fund balances - ending		\$ 14,460,837	
Adjustments to GAAP basis:			
Encumbrances		6,778,569	
Fund balances-ending		\$ 21,239,406	



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City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Net Position
July 31, 2019

ASSETS

Current Assets:	
Cash and Cash Equivalents & Investments	\$ 756,054
Accounts Receivables (net of allowance for uncollectibles)	-
Total Current Assets	<u>756,054</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>756,054</u>

LIABILITIES

Current Liabilities:	
Accounts Payable	\$ -
Claims Payables	956,128
Accrued Interest Payable	-
Due to Other Funds	-
Total Current Liabilities	-
Current Liabilities Payable from Restricted Assets:	-
Total Current Liabilities Payable from Restricted Assets	<u>956,128</u>
Noncurrent Liabilities:	
Other Non-Current Liabilities	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>956,128</u>

NET ASSETS

Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	-
Total Net Assets	<u>(200,073)</u>
Total Liabilities & Net Assets	<u>\$ 756,054</u>

City of Alpharetta
Internal Service Fund - Medical Insurance
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ -	\$ -	\$ -
Employer Medical Contribution	6,972,100	562,489	(6,409,611)
Employee Medical Contribution	714,809	45,254	(669,555)
Insurance Proceeds	-	-	-
Total revenues	<u>7,686,909</u>	<u>607,743</u>	<u>(7,079,166)</u>
EXPENDITURES			
Medical Premiums	1,750,000	-	1,750,000
Medical Claims	5,891,909	339,530	5,552,379
Contingency	(423,286)	-	(423,286)
Total expenditures	<u>7,218,623</u>	<u>339,530</u>	<u>6,879,093</u>
Excess (Deficiency) of Revenues Over expenditures	<u>468,286</u>	<u>268,213</u>	<u>(200,073)</u>
OTHER FINANCING SOURCES			
Asset Disposition		-	
Operating Transfers In	-	-	-
Operating Transfers Out			-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>468,286</u>	<u>268,213</u>	<u>(200,073)</u>
Fund balances - beginning		(468,286)	
Fund balances - ending		<u><u>\$ (200,073)</u></u>	
Adjustments to GAAP basis:			
Encumbrances		-	
Misc adj			
Fund balances-ending		<u><u>\$ (200,073)</u></u>	

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
July 31, 2019

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 2,378,659
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	(9,028)
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,369,631</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>2,369,631</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	5,731
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	-
Payroll Liabilities	373
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	676
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>6,780</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>6,780</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,362,851
Total Net Assets	<u>2,362,851</u>
Total Liabilities & Net Assets	<u>\$ 2,369,631</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended July 31, 2019

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 12,515
Misc Revenue	-
Total operating revenues	<u>12,515</u>
Operating expenses:	
Administration	27,081
Non-departmental	-
Total operating expenses	<u>27,081</u>
Operating Gain (loss)	(14,566)
Non-operating revenues (expenses):	
Investment earnings	<u>3,252</u>
Total non-operating revenue (expenses)	<u>3,252</u>
Income (loss) before transfers	(11,314)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(11,314)
Total net assets-beginning	<u>2,365,136</u>
Total net assets-ending (net of encumbrances)	<u>2,353,822</u>
Adjustments to GAAP basis:	
Encumbrances	9,029
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 2,362,851</u>

City of Alpharetta
Internal Service Fund - Risk Management
Statement of Net Position
July 31, 2019

ASSETS

Current Assets:	
Cash and Cash Equivalents & Investments	\$ 898,239
Accounts Receivables (net of allowance for uncollectibles)	-
Total Current Assets	<u>898,239</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>898,239</u>

LIABILITIES

Current Liabilities:	
Accounts Payable	30,739
Claims Payables	208,069
Accrued Interest Payable	-
Due to Other Funds	-
Total Current Liabilities	<u>238,808</u>
Current Liabilities Payable from Restricted Assets:	
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Other Non-Current Liabilities	734,234
Total Noncurrent Liabilities	<u>734,234</u>
Total Liabilities	<u>973,042</u>

NET ASSETS

Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	<u>(74,803)</u>
Total Net Assets	<u>(74,803)</u>

Total Liabilities & Net Assets	<u>\$ 898,239</u>
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City of Alpharetta
Internal Service Fund - Risk Management
Statement of Revenues, Expenses, and Changes in Net position - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES			
Investment Earnings	\$ 7,500	\$ 1,434	\$ (6,066)
Charges for Service	1,499,800	124,983	(1,374,817)
Discounts	-	-	-
Insurance Proceeds	-	3,205	3,205
Total revenues	<u>1,507,300</u>	<u>129,622</u>	<u>(1,377,678)</u>
EXPENDITURES			
Workers Compensation Admin	-	-	-
Professional Fees	135,300	119,441	15,859
Auto Liability	170,000	165,625	4,375
Property & Equipment Liability	95,000	108,853	(13,853)
Fine Art Liability	3,500	-	3,500
General Liability	60,000	55,354	4,646
Law Enforcement Liability	92,500	86,313	6,187
Public Entity Liability	65,000	73,360	(8,360)
Workers Comp Excess Liability	107,000	100,398	6,602
Employee Benefits Liability	-	-	-
Criminal Liability	4,000	3,386	614
Cyber Liability	7,000	-	7,000
Umbrella Liability	56,000	54,246	1,754
Medical Services	15,000	-	15,000
Claims/Judgements	-	-	-
Claims/Vehicle	54,940	21,663	33,277
Claims/Property/Equip	45,000	-	45,000
Claims/General Liability	28,000	350	27,650
Claims/Workers Comp	590,000	-	590,000
Contingency	542,683	-	542,683
Total expenditures	<u>2,070,923</u>	<u>788,988</u>	<u>1,281,935</u>
Excess (Deficiency) of Revenues Over expenditures	<u>(563,623)</u>	<u>(659,366)</u>	<u>(95,743)</u>
OTHER FINANCING SOURCES			
Asset Disposition	-	-	-
Operating Transfers In	-	-	-
Operating Transfers Out	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(563,623)</u>	<u>(659,366)</u>	<u>(95,743)</u>
Fund balances - beginning		563,624	
Fund balances - ending		<u>\$ (95,742)</u>	
Adjustments to GAAP basis:			
Encumbrances		20,940	
Misc adj			
Fund balances-ending		<u>\$ (74,803)</u>	

City of Alpharetta
Statement of Net Position
OPEB Health Fund
July 31, 2019

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ (49,167)
Investments	1,460,842
	-
Accounts Receivables (net of allowance for uncollectibles)	6,799
Total Assets	<u>1,418,474</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	1,286
	-
Due to Other Funds	-
Total Current Liabilities	<u>1,286</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>1,286</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>1,417,188</u>
Total Net Assets	<u>1,417,188</u>
Total Liabilities & Net Assets	<u><u>\$ 1,418,474</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Health Fund
For the Period Ended July 31, 2019

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 68,015
Employee Contribution	
Total Contribution	<u>68,015</u>
Investment Income	(1,842)
Net appreciation in FMV	6,933
Accrued Interest & Dividends	(377)
Interest and Dividends	<u>3,127</u>
Total Investment Income	<u>7,841</u>
Total Additions (Deductions)	<u>75,856</u>
Deductions:	
Benefits payments	-
Professional Fees	-
Manager Fees	-
Consulting Fees	-
Agent Custody Fees-ADR	<u>1,934</u>
Total deductions	<u>1,934</u>
Net Increase (Decrease)	<u>73,922</u>
OTHER FINANCING SOURCES (USES)	
Transfers in/out	-
Net Assets held in trust for OPEB benefits	
Beginning of year	1,343,267
Total net assets	<u>\$ 1,417,188</u>

City of Alpharetta
Statement of Net Position
OPEB Reimbursement Fund
July 31, 2019

	OPEB Plan
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 295
Investments	2,665,379
	-
Accounts Receivables (net of allowance for uncollectibles)	14,827
Total Assets	<u>2,680,501</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	8,886
	-
Due to Other Funds	-
Total Current Liabilities	<u>8,886</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>8,886</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>2,671,615</u>
Total Net Assets	<u>2,671,615</u>
Total Liabilities & Net Assets	<u>\$ 2,680,501</u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
OPEB Reimbursement Fund
For the Period Ended July 31, 2019

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 575,000
Employee Contribution	
Total Contribution	<u>575,000</u>
Investment Income	(2,229)
Net appreciation in FMV	7,761
Accrued Interest & Dividends	395
Interest and Dividends	<u>4,282</u>
Total Investment Income	<u>10,209</u>
Total Additions (Deductions)	<u>585,209</u>
Deductions:	
Benefits payments	-
Professional Fees	-
Manager Fees	3,588
Consulting Fees	-
Agent Custody Fees-ADR	-
Total deductions	<u>3,588</u>
Net Increase (Decrease)	<u>581,621</u>
OTHER FINANCING SOURCES (USES)	
Transfers in	-
Net Assets held in trust for pension benefits	
Beginning of year	2,089,994
Total net assets	<u>\$ 2,671,615</u>

City of Alpharetta
Statement of Net Position
Pension Trust Fund
July 31, 2019

	<u>Pension Trust Fund</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 152,219
Investments	76,977,608
	-
Accounts Receivables (net of allowance for uncollectibles)	508,328
Total Assets	<u>77,638,155</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	296,905
	-
Due to Other Funds	-
Total Current Liabilities	<u>296,905</u>
Current Liabilities Payable from Restricted Assets:	
	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>296,905</u>
NET ASSETS	
Net Assets held in trust for pension benefits	<u>77,341,250</u>
Total Net Assets	<u>77,341,250</u>
Total Liabilities & Net Assets	<u><u>\$ 77,638,155</u></u>

City of Alpharetta
Statement of Changes in Fiduciary Net Position
Pension Trust Fund
For the Period Ended July 31, 2019

	<u>Actual Amounts</u>
Additions:	
Employer Contribution	\$ 2,775,000
Employee Contribution	35,682
Total Contribution	<u>2,810,682</u>
Investment Gain/Losses	182,015
Net appreciation in FMV	236,561
Interest	156,010
Accrued Interest & Dividends	4,320
Other Receipts	-
Total Investment Income	<u>578,907</u>
Total Additions (Deductions)	<u>3,389,589</u>
Deductions:	
Benefits payments	229,388
Custodial Fees	
Administrative Fees	128,043
Legal Fees	
Manager Fees	
Consulting Fees	
Agent Custody Fees-ADR	-
Total deductions	<u>357,431</u>
Net Increase (Decrease)	<u>3,032,158</u>
Net Assets held in trust for pension benefits	
Beginning of year	74,309,092
Total net assets	<u>\$ 77,341,250</u>

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
July 31, 2019

	Special Revenue							Total Non-major
	State							Governmental Funds
	Hotel Motel	Impact Fee	Confiscated Assets	Confiscated Assets	Grant Operating	E911	Debt Service Fund	Stormwater Capital Fund
ASSETS								
Cash / Cash Equivalents / Investments	\$2,697,155	\$3,415,372	\$ 465,723	\$ 11,452	\$ 127,686	\$992,676	\$ 1,250,787	\$ 1,139,522
Taxes Receivable	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-
Accounts Receivable	30,372	-	-	-	-	-	-	30,372
Property Taxes	-	-	-	-	-	-	50,668	-
Intergovernmental Receivable	-	-	-	-	3,028	-	-	-
Due From Other Funds	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	-	-
Total Assets	2,727,527	3,415,372	465,723	11,452	130,714	992,676	1,301,455	1,139,522
LIABILITIES								
Accounts Payable	-	-	3,050	-	1,694	18,759	26,243	5,185
Retainage Payable	-	-	-	-	-	-	-	-
Intergovernmental Payable	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	633	-	-	8,709	-	-
Due to Other Fund	-	-	-	-	-	-	-	-
Deferred Revenue	30,372	-	-	-	3,028	-	50,650	-
Unearned Revenue	-	-	-	-	-	-	-	-
Total Liabilities	30,372	-	3,683	-	4,722	27,468	76,894	5,185
FUND BALANCES								
Restricted:								
Capital Projects	-	3,415,372	-	-	-	-	-	-
Law Enforcement	-	-	462,040	11,452	-	-	-	-
Promotion of Tourism	2,697,155	-	-	-	-	-	-	-
Emergency Telephone Activities	-	-	-	-	-	965,208	-	-
Debt Service	-	-	-	-	-	-	1,224,561	-
Assigned for: Grant Projects	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	125,992	-	-	-
Unassigned:	-	-	-	-	-	-	-	-
Total Fund Balances	2,697,155	3,415,372	462,040	11,452	125,992	965,208	1,224,561	1,134,337
Total Liabilities and Fund Balances	\$2,727,527	\$3,415,372	\$ 465,723	\$ 11,452	\$ 130,714	\$992,676	\$ 1,301,455	\$ 1,139,522

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended July 31, 2019

	Special Revenue								Total Non-major
	Hotel Motel	Impact Fee	Confiscated Assets	State Confiscated Assets	Grant Operations	E911 Fund	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:									
Hotel Motel Tax	\$ 768,508	\$ -	\$ -		\$ -		\$ -	\$ -	\$ 768,508
Property tax	-	-	-		-	-	10,656	-	10,656
Charges for Service	-	-	-		-	267,683	-	-	267,683
Impact Fees	-	15,164	-		-	-	-	-	15,164
Forfeiture Income	-	-	7,177	1,189	-	-	-	-	8,366
Intergovernmental	-	-	-		32,133	-	-	-	32,133
Contributions & Donations	-	-	-		-	-	-	-	-
Investment Earnings	-	4,292	(20)		153	1,266	1,565	1,531	8,788
Other	-	-	-		-	-	-	-	-
Total revenues	768,508	19,456	7,157	1,189	32,286	268,949	12,221	1,531	1,111,298
EXPENDITURES:									
Tourism	336,222	-	-		-	-	-	-	336,222
Community Development	-	-	-		-	-	-	-	-
Culture/Recreation	-	-	-		90	-	-	-	90
Public Safety	-	-	34,196	2,643	1,514	480,594	-	-	518,947
Public Works	-	-	-		-	-	-	1,755	1,755
General Government	-	-	-		-	-	-	-	-
Debt Service:	-	-	-		-	-	-	-	-
Principal	-	-	-		-	-	-	-	-
Interest	-	-	-		-	-	-	-	-
Bond Issuance Costs	-	-	-		-	-	-	-	-
Total expenditures	336,222	-	34,196	2,643	1,604	480,594	-	1,755	857,014
Excess (deficiency) of revenues over expenditures	432,286	19,456	(27,039)	(1,454)	30,682	(211,644)	12,221	(224)	254,284
OTHER FINANCING SOURCES (USES):									
Transfers in / out:									
Conference Center fund		-	-		-	-	-	-	-
Debt service fund	-	-	-		-	-	-	-	-
Capital Projects	-	-	-		-	-	-	-	-
Operating grants fund	-	-	-		-	-	-	-	-
Capital grants fund	-	-	-		-	-	-	-	-
Capital Fund									
General fund	(288,191)	-	-	-	-	-	-	212,500	(75,691)
Budgeted Fund Balance:	-	-	-		-	-	-	-	-
Total other financing sources and (uses)	(288,191)	-	-	-	-	-	-	212,500	(75,691)
Net change in fund balances	144,095	19,456	(27,039)	(1,454)	30,682	(211,644)	12,221	212,276	178,594
Fund balances - beginning	2,553,060	3,395,916	489,078	12,906	95,310	1,176,852	1,212,340	922,061	9,857,523
Fund balances - ending	\$2,697,155	\$3,415,372	\$ 462,040	\$ 11,452	\$ 125,992	\$ 965,208	\$ 1,224,561	\$ 1,134,337	\$ 10,036,117

City of Alpharetta
Hotel Motel Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Hotel Motel Tax	\$ 8,800,000	\$ 768,508	\$ (8,031,492)
Transfers In	-	-	-
Misc Revenue	-	-	-
Investment Earnings	-	-	-
Total revenues	<u>8,800,000</u>	<u>768,508</u>	<u>(8,031,492)</u>
EXPENDITURES:			
Professional Services	3,000	-	3,000
Recreation Improvements	1,251,412	193,750	1,057,662
Economic Development	95,000	-	-
Alpharetta Convention & Visitor's Bureau	3,850,000	336,222	3,513,778
Alpharetta Business Community	-	-	-
Debt Service Reserve	1,500,000	-	1,500,000
Bond Principal	200,000	-	200,000
Bond Interest	775,963	-	775,963
Contingency	521,780	-	521,780
Total Expenditures	<u>8,197,155</u>	<u>529,972</u>	<u>7,667,183</u>
Excess of revenues over expenditures	<u>602,845</u>	<u>238,536</u>	<u>(364,309)</u>
OTHER FINANCING SOURCES (USES):			
Transfers Out	(3,300,000)	(288,191)	3,011,809
Total other financing sources and uses	<u>(3,300,000)</u>	<u>(288,191)</u>	<u>3,011,809</u>
Net change in fund balances	<u>(2,697,155)</u>	<u>(49,655)</u>	<u>2,647,500</u>
Fund balances - beginning		<u>\$ 2,553,060</u>	
Fund balances - ending		<u>\$ 2,503,405</u>	
Enbumentances		<u>\$ 193,750</u>	
Fund balances - ending		<u>\$ 2,697,155</u>	

City of Alpharetta
Impact Fee Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Impact Fees	\$ -	\$ 15,164	\$ 15,164
Investment Earnings	-	4,292	4,292
Total Revenues	-	19,456	19,456
EXPENDITURES:			
Public Safety	155,750	-	155,750
Public Works	1,234,750	561,698	673,052
Recreation & Parks	583,693	-	583,693
Community Development	1,421,723	-	1,421,723
General Government	-	-	-
Total expenditures	3,395,916	561,698	2,834,218
Excess (deficiency) of revenues over expenditures	(3,395,916)	(542,242)	(2,853,674)
OTHER FINANCING SOURCES (USES):			
Transfers Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(3,395,916)	(542,242)	(2,853,674)
Fund balances - beginning		3,395,916	
Fund balances - ending		\$ 2,853,674	
Encumbrances		561,698	
Fund balances - ending		\$ 3,415,372	

City of Alpharetta
Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	\$ -	\$ 7,177	\$ 7,177
Investment Earnings	-	(20)	(20)
Intergovernmental	-	-	-
Misc Revenue	-	-	-
Total Revenues	-	7,157	7,157
EXPENDITURES:			
Public Safety	489,078	58,019	431,059
Non-Departmental	-	-	-
Total expenditures	489,078	58,019	431,059
Excess (deficiency) of revenues over expenditures	(489,078)	(50,862)	438,216
OTHER FINANCING SOURCES (USES):			
Transfer In	-	-	-
Transfer Out	-	-	-
Total other financing sources and uses	-	-	-
Net change in fund balances	(489,078)	(50,862)	438,216
Fund balances - beginning		489,078	
Fund balances - ending		\$ 438,216	
Adjustments to GAAP basis:			
Encumbrances		23,823	
Fund balances - ending		\$ 462,040	

City of Alpharetta
State Confiscated Assets Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Forfeiture Income	\$ -	\$ 1,189	\$ 1,189
Investment Earnings	-	-	-
Intergovernmental	-	-	-
Misc Revenue	-	-	-
Total Revenues	-	1,189	1,189
EXPENDITURES:			
Public Safety	12,905	2,643	10,262
Non-Departmental	-	-	-
Total expenditures	12,905	2,643	10,262
Excess (deficiency) of revenues over expenditures	(12,905)	(1,454)	11,451
OTHER FINANCING SOURCES (USES):			
Transfer In	12,905	-	
Transfer Out	-	-	
Total other financing sources and uses	12,905	-	-
Net change in fund balances	-	(1,454)	11,451
Fund balances - beginning		12,906	
Fund balances - ending		\$ 11,452	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		\$ 11,452	

City of Alpharetta
Grant Fund - Operating
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Intergovernmental	\$ 58,433	\$ 32,133	(26,300)
Contributions & Donations	-	-	-
Discounts Taken	-	-	-
Interest Earnings	-	153	153
Transfers in	-	-	-
Contingencies	-	-	-
Total	58,433	32,286	(26,147)
EXPENDITURES:			
General Government	101,165	-	101,165
Community Development	-	-	-
Engineering/Public Works	-	-	-
Public Safety	36,368	1,514	34,854
Recreation & Parks	16,210	90	16,120
Contingencies	-	-	-
Operating Transfers Out	-	-	-
Non-Allocated	-	-	-
Total	153,743	1,604	152,139
Excess (deficiency) of revenues over expenditures	(95,310)	30,682	125,992
OTHER FINANCING SOURCES (USES):	-	-	-
Net change in fund balance	(95,310)	30,682	125,992
Fund balance - beginning		95,310	
Fund balance - ending		\$ 125,992	
Adjustments to GAAP basis:			
Encumbrances		-	
Fund balances - ending		\$ 125,992	

City of Alpharetta
Emergency 911 Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Charges for Service	\$ 4,175,000	\$ 267,683	\$ (3,907,317)
Capital Lease			-
Investment Earnings	17,120	1,266	(15,854)
Total Revenues	<u>4,192,120</u>	<u>268,949</u>	<u>(3,923,171)</u>
EXPENDITURES:			
Public Safety	4,727,444	1,298,049	3,429,395
Total expenditures	<u>4,727,444</u>	<u>1,298,049</u>	<u>3,429,395</u>
Excess (deficiency) of revenues over expenditures	<u>(535,324)</u>	<u>(1,029,100)</u>	<u>(493,776)</u>
OTHER FINANCING SOURCES (USES):			
Transfers In	-	-	-
Transfers Out - Capital Project Fund	-	-	-
Total other financing sources and uses	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>(535,324)</u>	<u>(1,029,100)</u>	<u>(493,776)</u>
Fund balances - beginning		<u>1,176,852</u>	
Fund balances - ending		<u>\$ 147,753</u>	
Adjustments to GAAP basis:			
Encumbrances		817,455	
Fund balances - ending		<u>\$ 965,208</u>	

City of Alpharetta
Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Property tax	\$ 5,085,000	\$ 10,656	\$ (5,074,344)
Misc Revenue		-	-
Investment earnings	12,000	1,565	(10,435)
Total revenues	<u>5,097,000</u>	<u>12,221</u>	<u>(5,084,779)</u>
EXPENDITURES:			
Current:			
General government			
Finance			-
Non-departmental		-	-
Total general government	<u>-</u>	<u>-</u>	<u>-</u>
Debt Service:			
Principal	2,785,000	-	2,785,000
Interest	2,561,086	-	2,561,086
Contingency	958,253	-	958,253
Bond issuance costs	5,000	-	5,000
Total debt service	<u>6,309,339</u>	<u>-</u>	<u>6,309,339</u>
Total expenditures	<u>6,309,339</u>	<u>-</u>	<u>6,309,339</u>
Excess (Deficiency) of revenues over expenditures	<u>(1,212,339)</u>	<u>12,221</u>	<u>1,224,560</u>
OTHER FINANCING SOURCES (USES):			
Transfers in			-
Transfers out			-
Total other financing sources and uses	<u>-</u>	<u>-</u>	<u>-</u>
	<u>(1,212,339)</u>	<u>12,221</u>	<u>1,224,560</u>
Fund balances - beginning		<u>1,212,340</u>	
Fund balances - ending		<u>\$ 1,224,561</u>	

City of Alpharetta
Stormwater Capital Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual
For the Period Ended July 31, 2019

	Budget	Actual Amounts	Variance with Budget - Positive (Negative)
REVENUES:			
Misc Revenue	\$ -	\$ -	\$ -
Investment Earnings	-	1,531	1,531
Total Revenues	-	1,531	1,531
EXPENDITURES:			
Public Works	3,151,423	380,723	2,770,700
Recreation & Parks	292,786	9,198	283,589
Contingency	27,851	0	27,851
Total expenditures	3,472,060	389,921	3,082,139
Excess (deficiency) of revenues over expenditures	(3,472,060)	(388,390)	3,083,670
OTHER FINANCING SOURCES (USES):			
Transfers In	2,550,000	212,500	(2,337,500)
Transfers Out	-	-	-
Total other financing sources and uses	2,550,000	212,500	(2,337,500)
Net change in fund balances	(922,060)	(175,890)	746,170
Fund balances - beginning		922,061	
Fund balances - ending		\$ 746,171	
Adjustments to GAAP basis:			
Encumbrances		388,166	
Fund balances - ending		\$ 1,134,337	



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DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of July 31, 2019

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -		\$ -
99575100-361000	Investment Earnings	-	14		(14)
99575100-389000	Miscellaneous Revenue	-	-		-
99575100-371000-C1532	ATC Operational Funding (COA)	100,000	-		100,000
99575100-381000-C1535	Innovation Center Operations (ATC)	-	-	415	415
	subtotal	\$ 100,000	\$ 14	\$ 415	\$ 100,401
(1) 99575100-395000	Carryforward Fund Balance	\$ 145,305	\$ -		\$ 145,305
	subtotal	\$ 145,305	\$ -		\$ 145,305
	Total	\$ 245,305	\$ 14		\$ 245,706
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	100,000	-	-	100,000
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
99575100-531100	General Supplies and Materials	-	-	-	-
	subtotal	\$ 190,948	\$ -	\$ -	\$ 190,948
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ -	\$ 407	\$ -	\$ (407)
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	-	-	-	-
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	-	7	-	(7)
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	-	-	-	-
99575100-531230-C1535	Innovation Center Operations (Electricity)	-	-	-	-
	subtotal	\$ -	\$ 415	\$ -	\$ (415)
99575100-579000	Reserve	\$ 54,357	\$ -	\$ -	\$ 54,357
	Total	\$ 245,305	\$ 415	\$ -	\$ 244,890

(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) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of July 31, 2019

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$	145,014	
Revenues collected to date				14	
Expenditures incurred to date				(415)	
Fund Balance (current)			\$	144,613	
Forecasted revenue collections				100,415	
Fund Balance (forecasted)			\$	245,027	
Allocation of Forecasted Fund Balance:					
Spendable (available for investment by the Board)			\$	54,079	
Non-Spendable (unspent/remaining project allocations)				190,948	
			\$	245,027	



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GAAP



Financial Statements

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
July 31, 2019

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 144,478
Investments	841
Receivables	-
Restricted Cash for Bond Issuance Costs	-

Total Assets 145,319

LIABILITIES

Current Liabilities:

Accounts Payable	706
Deferred Revenue	-
Due to Other Funds	-
Total Current Liabilities	<u>706</u>

Current Liabilities Payable from Restricted Assets:

-
-

Total Current Liabilities Payable from Restricted Assets

Noncurrent Liabilities:

-
-
706

Total Noncurrent Liabilities

Total Liabilities

Fund Balance

Restricted	90,534
Unassigned	54,079
Total Fund Balance	<u>144,613</u>

Total Liabilities & Fund Balance \$ 145,319

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended July 31, 2019

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ -
State Grant	-
Fees	-
Contributions & Donations	-
Miscellaneous Income-Interest	14
Miscellaneous Revenue	-
	<u>-</u>
Total Revenues	<u><u>14</u></u>
Expenditures	
Economic Development	-
Maintenance Contracts	407
Supplies	-
Utilities - Miscellaneous	7
Debt Service:	
Principal	-
Interest	-
	<u>-</u>
Total Expenditures	<u><u>415</u></u>
Excess (deficiency) of revenues over (under) expenditures	(401)
Other Financing Sources (Uses)	
Sale of capital assets	-
	<u>-</u>
Net Change in Fund Balances	(401)
Fund Balance, Beginning of Year	<u>145,014</u>
Fund Balance, End of Year	<u><u>\$ 144,613</u></u>





City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: MP-19-04/V-19-12 NORTH POINT BUSINESS CENTER MASTER PLAN/CORNER OF HAYNES BRIDGE AND NORTH POINT PARKWAY

CONSIDERATION OF A MASTER PLAN AMENDMENT TO ADD SERVICE RETAIL USE TO POD 2 OF THE NORTH POINT BUSINESS CENTER MASTER PLAN AND VARIANCE TO EXCEED THE PARKING MAXIMUM IN THE NORTH POINT OVERLAY TO ALLOW FOR THE REDEVELOPMENT OF TWO (2) FORMER RESTAURANT SITES WITH A MIX OF RESTAURANT, RETAIL AND OFFICE USES. THE PROPERTY IS LOCATED AT 6055 NORTH POINT PARKWAY AND 10800 HAYNES BRIDGE ROAD AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 755, 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

II. RECOMMENDATION:

III. REPORT IN BRIEF:

Consideration of a master plan amendment to add service retail use to Pod 2 of the North Point Business Center Master Plan and variance to exceed the parking maximum in the North Point Overlay to allow for the redevelopment of two (2) former restaurant sites with a mix of restaurant, retail and office uses. The property is located at 6055 North Point Parkway and 10800 Haynes Bridge Road and is legally described as being located in Land Lot 755, 1st District, 2nd Section, Fulton County, Georgia.

IV. ALTERNATIVES:

V. ATTACHMENTS:

NPBC Pod 2 CC Staff Report REVISED 090519 (002), Aerial Map, Future Land Use, Zoning Map, Location Map, 190430 - NPCPP-Presentation opt, 2019-08-16_Haynes Br. N.Point_SP-13 (002), Updated Architecture, Citizen Participation Part B_, Compiled - Public Hearing Application MP-19-04



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: MP-19-04/V-19-12 NORTH POINT BUSINESS CENTER MASTER PLAN POD 2

CITY COUNCIL: SEPTEMBER 9, 2019

This item was heard at the 8/1/2019 Planning Commission meeting. Staff recommended approval of the request subject to 22 conditions. There were no public comments. After discussion, Planning Commission recommended approval subject to staff's conditions and accepting some of the applicant's markups as **shown in RED below**. **Text in BLUE added by Staff**. Vote 7-0

II. STAFF RECOMMENDATION:

Approve MP-19-04/V-19-12 North Point Business Center Master Plan Pod 2, subject to the following conditions:

1. Property shall be developed substantially as depicted on the plan prepared by LeCraw Engineering, dated 8/16/2019, except for modifications required to comply with these conditions.
2. Retail use shall be limited to no more than ~~6,200~~ **8,000** square feet. No single retail space shall exceed 4,800 square feet in size, and is not limited to the locations reflected on the site plan or in the staff analysis.
3. North Point Business Center Pod 2 shall be limited to office, restaurant (no drive-through, except existing drive-through restaurants can remain) and retail uses listed below. Restaurant uses include ice cream/yogurt/smoothie/coffee shops.
 - a. Art Gallery
 - b. Athletic Facility/Fitness Studio
 - c. Bakery
 - d. Bank
 - e. Barber Shop
 - f. Beauty Shop
 - g. Brewery
 - h. Clinic (with approval of a conditional use)
 - i. Dance Studio
 - j. Drug Store (Pharmacy)
 - k. Dry Cleaning, Pick-up Station
 - l. Florist
 - m. Grocery Store/Specialty Food Store
 - n. Hardware and Garden Supply Store
 - o. Indoor Recreational Facility
 - p. Laundry, Pick-up Station
 - q. Optometrist and Eyewear Store
 - r. Pet Day Care
 - s. Pet Grooming
 - t. Print Shop
 - u. School, Commercial
 - v. Shop or Studio, Craftsman/Artist
 - w. Spa Services (with approval of a conditional use)
 - x. Stationary Card Store
 - y. Stockbroker or Financial Services
 - z. Telecommunications Store

aa. Postal Store Services

4. Maximum building setback from North Point Parkway and Haynes Bridge Road shall be ~~20'~~ 25'. Since the northern property line is the centerline of a private street, the 15' side setback shall be measured from the edge of road.
5. Building elevations and creative signage shall be similar to submitted elevations and comply with the North Point Overlay with respect to building design and material regulations, with final approval by DRB.
6. Developer shall improve streetscapes along North Point Parkway, Haynes Bridge Road and North Point Court as depicted on the 8/16/2019 zoning plan and shall include street furniture, such as benches, lighting and trash cans. In addition, applicant shall incorporate areas for future placemaking arbors and District Thresholds on the LDP plans.
7. Minimum 36,889 square feet (0.85 acres) of open space (26,186 square feet of civic space and 10,703 square feet of amenity space), consisting of a multi-use connection to North Point Park, pocket parks, patio, outdoor dining and other amenity areas shall be provided, as depicted on the 8/16/2019 zoning plan. Civic space shall be developed with decorative landscape, hardscape, seating and pedestrian-scale lighting, as approved by DRB.
8. Developer shall dedicate a permanent public access easement and construct the sidewalk along the existing private street, as depicted on the plan prepared by LeCraw Engineering, dated 8/16/2019, with final design and materials approved by Staff and construction completed prior to the final CO. Sidewalk shall be accessible for pedestrians and bicycles and include seating areas, lighting, landscape, hardscape and wayfinding signage. Multi-use sidewalk improvements shall not be eligible for impact fee credits, if used to meet required open space or EcoDistrict measures. Developer shall maintain the ~~easement~~ public access easement across its property.
9. An enhanced multi-use crosswalk with North Point Leaf pattern, or as approved by Staff, shall be provided across North Point Court, as depicted on the plan prepared by LeCraw Engineering, dated 8/16/2019. Crosswalk shall ~~not~~ be eligible for impact fee credits, unless ~~if~~ used to meet required EcoDistrict measures.
10. Parking lot tree islands shall comply with UDC requirements, including parking lot area to remain.
11. Developer shall provide a MARTA bus shelter at existing stop on Haynes Bridge Road with final approval by Staff. Shelter shall be eligible for impact (fee) credits.
12. Dumpster enclosures shall be designed with materials that are compatible with primary buildings, meet setbacks and be heavily screened with landscaping from adjacent rights-of-way.
13. Pedestrian-scale lighting shall be provided throughout the development in compliance with North Point Creative Placemaking Plan.
14. Landscape plan shall be approved by the Design Review Board prior to the issuance of an LDP and shall incorporate plants consistent with the EcoDistrict.
15. Developer shall set aside space for a North Point District Threshold (The Alpha or alternative approved by Staff) at the corner of North Point Parkway and Haynes Bridge Road.
16. Developer shall determine if existing landscaping (trees and shrubs) can be saved or spaded and relocated on-site to enhance the maturity level of landscaping at time of project completion. Developer shall work with Staff to save some of the street trees (Oaks) along Haynes Bridge Road and North Point Parkway, which may include shifts in the sidewalk to incorporate existing trees and associated hardscape to frame and protect trees. The corner of Haynes Bridge Road and North Point Parkway should be opened up to create a view corridor for the development and future District Threshold.
17. Developer shall conduct an assessment of ~~required~~ existing landscaping and replace any dead, dying or missing landscape material, as approved by DRB.
18. If additional stormwater facilities are necessary, they shall be aesthetically pleasing and bioswales shall be used where feasible.
19. New utilities shall be placed underground.
20. Off-site improvements made by the Developer shall be entitled to credits against impact fees. Improvements in the right-of-way count as a system improvement. Trail improvements on Haynes Bridge Road and North Point Parkway shall be entitled to impact fee credits.

21. It is understood that this site may be subdivided in the future. Provided that the subdivision complies with these conditions, then it will not require additional land use approvals such as setback variances and the like.
22. Developer shall work with Chick-fil-a property to reconfigure their shared North Point Parkway driveway ~~to provide at least 75' to the drive aisle.~~

III. REPORT IN BRIEF:

The applicant, Geyer Morris Company, is requesting a master plan amendment to the North Point Business Center Master Plan Pod 2 to allow 'Retail' uses and a variance to the North Point Overlay maximum parking regulations. The proposal includes redevelopment of two (2) former restaurant buildings with three (3), 1-story buildings used for restaurant, retail and office. Pod 2 of the North Point Business Center Master Plan is generally limited to 'Office' as the primary use, as well as bank, hotel and restaurant with drive-through window. The subject property is located at 6055 North Point Parkway and 10800 Haynes Bridge Road, at the northwest corner of Haynes Bridge Road and North Point Parkway.

DISCUSSION

The submitted request, if approved, would allow for the redevelopment of two (2) former restaurant buildings with three (3), 1-story buildings used for restaurant, retail and office. The property is subject to the North Point Business Center Master Plan Pod 2, which allows 'Office' as the primary use, as well as bank, hotel and restaurant with drive-through window. The subject property is located at 6055 North Point Parkway and 10800 Haynes Bridge Road, at the northwest corner of Haynes Bridge Road and North Point Parkway.

The 3.82-acre property is zoned PSC (Planned Shopping Center) and is developed with two (2) restaurants, formerly Joe's Crab Shack (and later Spice) and Ruby Tuesday. Surrounding properties are also zoned PSC and subject to the North Point Business Center Master Plan. Chick-fil-a is located to the west, Starbucks and Steak 'n Shake are located to the north, First Citizens Bank is located to the east and Men's Wearhouse and Ken Stanton Music are located to the south. The Comprehensive Land Use Plan designation of the property is 'Mixed Use', which allows the proposed development.

North Point Business Center (MP-91-07) Master Plan was approved in 1991 as a 320-acre master planned development consisting of office, shopping center and residential uses. The Master Plan includes eleven (11) pods, of which six (6) are designated 'Office', four (4) 'Retail/Shopping Center' and one (1) 'High Density Residential'. Pod 2 is approved for 'Office' as the primary use, bank, clinic, hotel and restaurant with drive-through window. Services uses are permitted in Pod 2; however, they are required to be located within an office building. Over the years, Pod 2 has been developed with nine (9) restaurants, a hotel and open space. As shown in the table below, there have been several amendments to the North Point Business Center Master Plan over the years, including an amendment to Pod 2 to increase building height and density for a hotel.

North Point Business Center Master Plan and Amendments (Approved)

File #	Pod	Request
MP-91-07		Original Master Plan
CLUP-95-10/Z-95-17/MP-95-06	4	To allow 264 'For-Rent' units
MP-96-05	2	Increase height and density to allow hotel for LaQuinta Inn
MP-08-06/PH-08-04/CU-08-05	3	Spa Services for Hand & Stone Massage and Facial Spa
CLUP-11-03/Z-11-04/MP-11-02	1	To allow freestanding retail use on a pod approved for office

MP-12-04/CU-12-05	1	To allow restaurant with drive-through for Pollo Tropical
MP-18-12/CU-18-14/V-18-19	1	To allow for 159 For-Sale Condominium units

The property is located in the North Point Activity Center LCI, which was initially adopted in 2008 with a 10-year major update adopted by Council in 2018. The vision for the LCI is to become a walkable, mixed-use village with a focus on sustainability, greenspace and connectivity. The applicant's proposal to redevelop the site with buildings pulled up to the street with parking to the rear, as well as a multi-use connection and enhanced crosswalk to the future North Point Park is consistent with the LCI's vision and would contribute to a walkable environment.

The LCI update identified a market demand potential of 53,600 – 68,775 square feet of retail use (grocery, pharmacy, local hardware) over the next five (5) years. The demand analysis is intended to be a measure of market viability, not a prediction or recommendation for North Point development. As shown in the table below, there have been three (3) approvals in the North Point area that included retail use. A total of 46,800 square feet of new retail has been approved in the area. However, it is important to consider that the North Point Mall Redevelopment project will result in the demolition of the 154,886 square foot former Sears building, with that retail square footage going away.

Development	Retail Use	Notes
North Point Mall Redevelopment	30,000 SF*	Retail uses restricted
Accesso	10,500 SF	Retail uses restricted
Brixmor Mansell Crossing	6,300 SF	Retail uses restricted
TOTAL	46,800 SF	

*154,886 SF Sears removed from retail inventory.

The applicant is requesting a variance from Unified Development Code (UDC) Subsection 2.10.6(A)(3), North Point Overlay, Parking and Loading, to exceed the maximum parking regulations. The Overlay limits parking by requiring that the impervious area of surface parking stalls not exceed the total building footprint on the site. The site plan depicts the total area of parking stalls to be 30,609 square feet, which exceeds the total building footprint and outdoor dining area of 28,360 square feet. According to the applicant, the proposed parking is necessary to meet the needs of the potential tenants. In addition, the applicant is keeping approximately 47 spaces at the rear of the former Ruby Tuesday property. Redevelopment of the property would result in a net reduction of 57 parking spaces on the property.

SITE PLAN

The 3.82-acre site is currently developed with two (2) restaurants: 5,502 square foot Ruby Tuesday and 6,995 square foot Spice restaurants. Surface parking surrounds each building, including parking along the frontage of Haynes Bridge Road and North Point Parkway. Currently, there are 236 surface parking spaces on the properties.

The submitted site plan depicts redevelopment of the two (2) restaurants with three (3) 1-story, buildings oriented to North Point Parkway and Haynes Bridge Road with parking to the rear. Approximately 47 parking spaces on the former Ruby Tuesday site are proposed to remain. Bldg. 100 is 6,800 square feet, consisting of two (2) suites for medical office (dental) and retail. Bldg. 200 is 9,400 square feet with three (3) suites for restaurant and retail. Bldg. 300 is a standalone building for a 9,380 square foot restaurant. An additional 2,780 SF of outdoor dining

area is depicted on the site plan. As shown in the table below, a total of 8,000 square feet of retail is proposed. The applicant has not announced the tenants of the proposed buildings.

Proposed Buildings	Total	office	Retail	Restaurant
Bldg. 100	6,800 SF	3,500 SF	3,300 SF	
Bldg. 200	9,400 SF		4,700 SF	4,700 SF
Bldg. 300	9,380 SF			9,380 SF
TOTAL	25,580 SF	3,500 SF	8,000 SF	14,080 SF

Streetscape improvements are depicted on the site plan, including a 10' planter and 12' sidewalk along North Point Parkway, 8' planter and 12' sidewalk along Haynes Bridge Road, and 6' planter and 12' sidewalk along North Point Court. Streetscape improvements are also depicted along the private street; however, those improvements are not required by the North Point Overlay and represent the applicant's EcoDistrict measure.

Unified Development Code (UDC) Parking and North Point Overlay regulations have a minimum requirement of 156 parking spaces for the zoning proposal. The site plan depicts 179 surface parking spaces to serve the site. If approved, the zoning proposal would result in a net reduction of 57 surface parking spaces on the subject property.

Vehicular access to the site is depicted from two (2) existing driveways off the private street, an existing driveway off North Point Court and an existing shared (with Chick-fil-a) driveway off North Point Parkway. It is recommended that the developer work with the Chick-fil-a site to reconfigure the shared driveway. Pedestrian connections are provided throughout the development, connecting the public sidewalk to all buildings. In addition, a new eight-foot (8') multi-use sidewalk/trail is depicted along the private street, providing a connection to the future North Point Park. Additional pedestrian facilities are depicted throughout the site.

The North Point Overlay requires a minimum 15% open space, including both amenity space and civic space on non-residential developments less than five (5) acres. The site plan depicts 10,703 square feet of amenity space and 26,186 square feet of civic space, or a total of 22.2% open space. The site plan depicts landscaped and hardscaped civic space, including pocket parks and a multi-use connection between Haynes Bridge Road and the future North Point Park. Bicycle racks, bicycle service station, bicycle lockable storage and an enhanced crosswalk are proposed in conjunction with the multi-use connection. Amenity space is depicted to include outdoor dining areas, patios, and hardscape areas improved for pedestrian enjoyment.

A tree survey and assessment were not provided for the site. It appears that there are several trees on the property that are in 'Good' condition. If approved, it is recommended that the developer explore saving or spading and relocating existing landscape trees on the property to enhance the maturity level of landscaping at time of project completion. It is unclear if additional stormwater facilities will be provided on the property.

ECODISTRICT

The North Point Overlay requires that EcoDistrict measures be incorporated into new developments and redevelopments. The applicant's proposal represents redevelopment of a site with new buildings. Therefore, the applicant must incorporate a minimum of seven (7) EcoDistrict points into the proposed development. According to the site plan and as shown in

the table below, the applicant is requesting credit for 11 - 13 EcoDistrict points. EcoDistrict measures proposed on the property include Additional Landscaped Civic Space, Sustainable Landscaping, Enhanced Bicycle Amenities and Alternative Transportation. If approved, the developer should provide the EcoDistrict measures as requested on the applicant's site plan.

EcoDistrict Measure	Description	Available Points	Requested Points
Additional Landscaped Civic Space	Multi-use connection along private street	1-5	5
Sustainable Landscaping Measure	Drought tolerant, native landscaping	1	1
Enhanced Bicycle Amenities Measure	Bike service station, bicycle storage	1-2	2
Alternative Transportation Measure	Uber pick-up space, van pool pick-up	1-2	2
Alternative Measure	Multi-use crosswalk across North Point Court	1-3	1-3
TOTAL		5 – 13 pts	11 - 13 pts

TRAFFIC

The applicant provided a trip generation report with a comparison between the proposed development and existing developments. As shown in the table below, the proposed uses would generate a difference of 50 PM Peak Hour trips.

Land Use	A.M. Peak Hour			P.M. Peak Hour			24-Hour
	In	Out	Total	In	Out	Total	2-Way
Existing Development	44	36	80	41	25	66	888
Proposed Development	67	49	116	64	52	116	1,390
<i>Difference</i>	<i>+23</i>	<i>+13</i>	<i>+36</i>	<i>+23</i>	<i>+27</i>	<i>+50</i>	<i>+502</i>

PSC (PLANNED SHOPPING CENTER) REVIEW CRITERIA

The PSC district is intended to promote specific objectives. Therefore, the following shall be considered when reviewing a PSC master plan:

1. Pedestrian connectivity to all uses.

Response: Pedestrian connections are provided from the public sidewalk to each of the proposed buildings. In addition, the applicant proposes a multi-use trail connection along the existing private street, which provides a connection to the future North Point Park.

2. Large parking areas below grade, in decks or screened. Design efforts to provide shared parking will also be considered.

Response: The applicant's proposal pulls the new buildings up to North Point Parkway and Haynes Bridge Road with parking to the rear.

3. Accommodations for public transportation.

Response: A MARTA bus stop exists on Haynes Bridge Road near the intersection with North Point Parkway. It is recommended that the applicant provide a bus shelter at this location.

4. Buildings that face or appear to face public roadways.

Response: The proposed buildings are oriented to North Point Parkway and Haynes Bridge Road with parking to the rear.

5. Appearance standards for buildings and structured parking.

Response: Building architecture, materials and design shall comply with the North Point Overlay with final approval by the Design Review Board.

6. Limitations on uninterrupted building elevations.

Response: The applicant has not provided building elevations at this time. The North Point Overlay includes regulations that limit uninterrupted building elevations. Buildings will be subject to approval by the Design Review Board.

7. Creation of vistas and view corridors within development.

Response: Open space is proposed at the corner of the property adjacent to the intersection with Haynes Bridge Road and North Point Parkway, which creates a view corridor through the site.

8. Focal point features at prominent locations and ends of vistas.

Response: A focal point feature, or North Point District Threshold, should be provided at the corner of North Point Parkway and Haynes Bridge Road and should be consistent with the North Point Creative Placemaking Plan. The developer is also encouraged to paint the North Point Leaf pattern mural(s) on the side and/or rear of the proposed buildings.

9. Incorporation of natural site features.

Response: The site is developed and does not include any natural site features. However, the applicant proposes a multi-use crosswalk across North Point Court and connecting to the future North Point Park.

10. Block lengths conducive to pedestrian traffic.

Response: The applicant does not propose any new streets within the proposed development. Existing block lengths and design is conducive to promoting pedestrian activity.

11. Detention and retention facilities designed to be aesthetically pleasing.

Response: If additional stormwater facilities are necessary, it is recommended that they be aesthetically-pleasing.

12. Creative methods for stormwater management to provide additional open space.

Response: If additional stormwater facilities are necessary, it is recommended that they be aesthetically-pleasing.

13. Attractive and usable street furniture in public spaces.

Response: Zoning conditions are recommended requiring street furniture along the adjacent public rights-of-way, as approved by the Design Review Board.

14. Emphasis on a high-quality landscape plan.

Response: Zoning conditions are recommended requiring a high-quality landscape plan, as approved by the Design Review Board.

VARIANCE REVIEW CRITERIA

The City of Alpharetta Unified Development Code Article IV, Section 4.5.3 outlines the criteria set forth for granting a variance. The ordinance specifically states..."a variance may be granted in whole or in part, or with conditions, in such individual case of unnecessary hardship upon a finding that":

(1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography; or

Response: There are no extraordinary or exceptional conditions pertaining to the property due to its size, shape or topography. The zoning proposal will result in a net reduction of 56 surface parking spaces on the site.

(2) The application of the Ordinance to this particular piece of property would create an unnecessary hardship; or

Response: The application of the Ordinance would require the applicant to remove a portion of the existing surface parking area.

(3) There are conditions that are peculiar to the property which adversely affect its reasonable use or usability as currently zoned; or

Response: The zoning proposal represents redevelopment that is consistent with the vision of the North Point LCI. In addition, the proposal will result in a net reduction of 56 surface parking spaces.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the City of Alpharetta ordinances.

Response: Approval of the requested variance should not cause substantial detriment to the public good.

CONCURRENCES

Staff has reviewed the applicant's proposal and finds that it can generally support the request for master plan amendment and variance to maximum parking regulations. The property is

located in the North Point LCI, which envisions the area as a mixed-use, walkable environment with an emphasis on sustainability, open space and connectivity. The applicant's proposal promotes the specific objectives in the PSC zoning district, including connectivity, building orientation to the street, redevelopment of surface parking, access to alternative modes of transportation, creation of vistas and view corridors, pedestrian-friendly streetscape, provision of open space, creative placemaking, and a high-quality landscape plan. The zoning proposal is consistent with the Comprehensive Land Use Plan designation of the property, which is 'Mixed Use'. Given the amount of retail in the North Point Parkway corridor, conditions are recommended limiting retail uses.

The North Point LCI discusses area-wide initiatives, such as Placemaking and Incorporating Green Pathways and Green Connections. As part of meeting the City's open space requirements and EcoDistrict measures, the applicant proposes a multi-use trail connection between Haynes Bridge Road and the future North Point Park, including an enhanced crosswalk over North Point Court.

CITIZEN PARTICIPATION PLAN

The 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 comments were received in response to the mailed letters.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on July 10, 2019. There were no public comments.

IV. ATTACHMENTS:

- Site Plan, dated 8/16/2019
- Applicant's Building Elevations
- North Point Creative Placemaking Plan Exhibits



MP-19-04 / V-19-12

North Point Court

North Point Drive

North Point Circle

North Point Parkway

Georgia Lane

LEGEND

 Case Number

 Alpharetta City Boundary

 Tax Parcels

MP-19-04/V-19-12

D/LL: 1/2/755

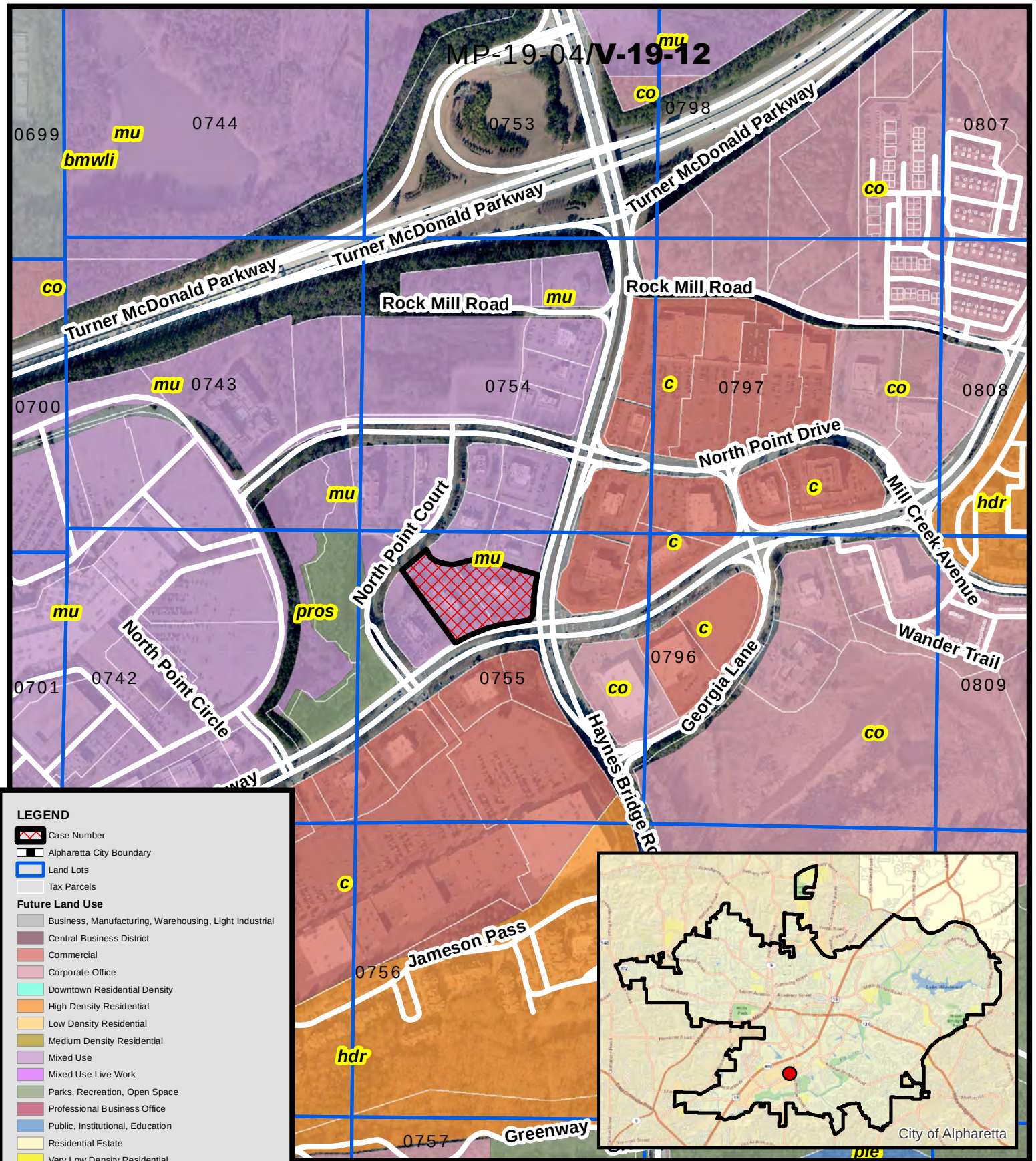
PC Date: 8/01/19

CC Date: 8/26/19

Aerial Map
North Point Business Center



Location Map Provided by:
Community Development - GIS

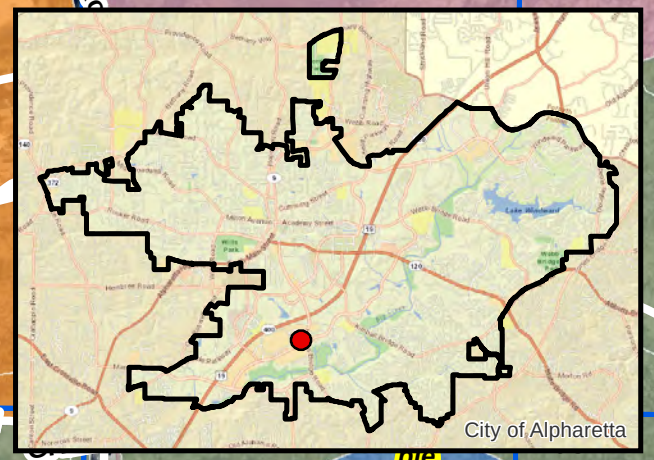


LEGEND

- Case Number
- Alpharetta City Boundary
- Land Lots
- Tax Parcels

Future Land Use

- Business, Manufacturing, Warehousing, Light Industrial
- Central Business District
- Commercial
- Corporate Office
- Downtown Residential Density
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Mixed Use
- Mixed Use Live Work
- Parks, Recreation, Open Space
- Professional Business Office
- Public, Institutional, Education
- Residential Estate
- Very Low Density Residential

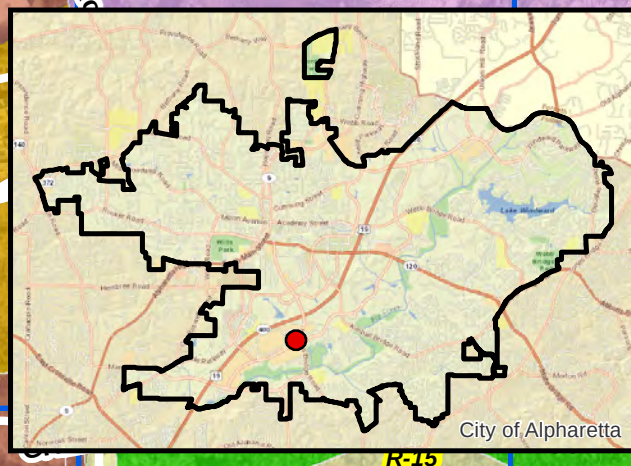
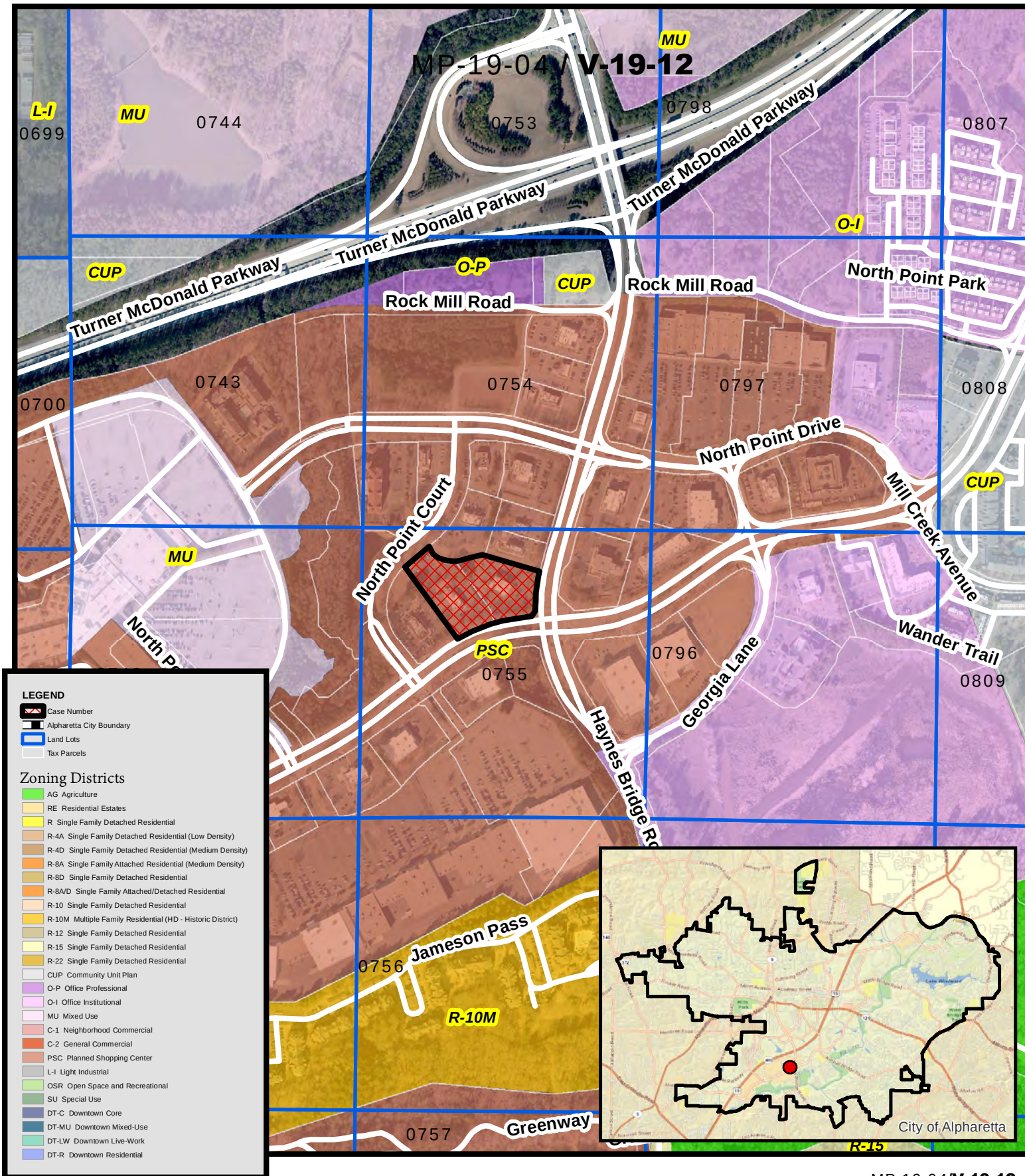


Future Land Use North Point Business Center

MP-19-04/V-19-12
D/LL: 1/2/755
PC Date: 8/01/19
CC Date: 8/26/19



Location Map Provided by:
Community Development - GIS



Zoning Map North Point Business Center

MP-19-04/V-19-12

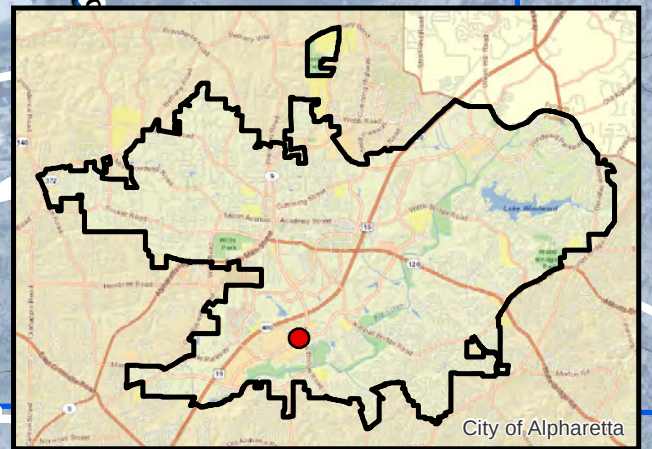
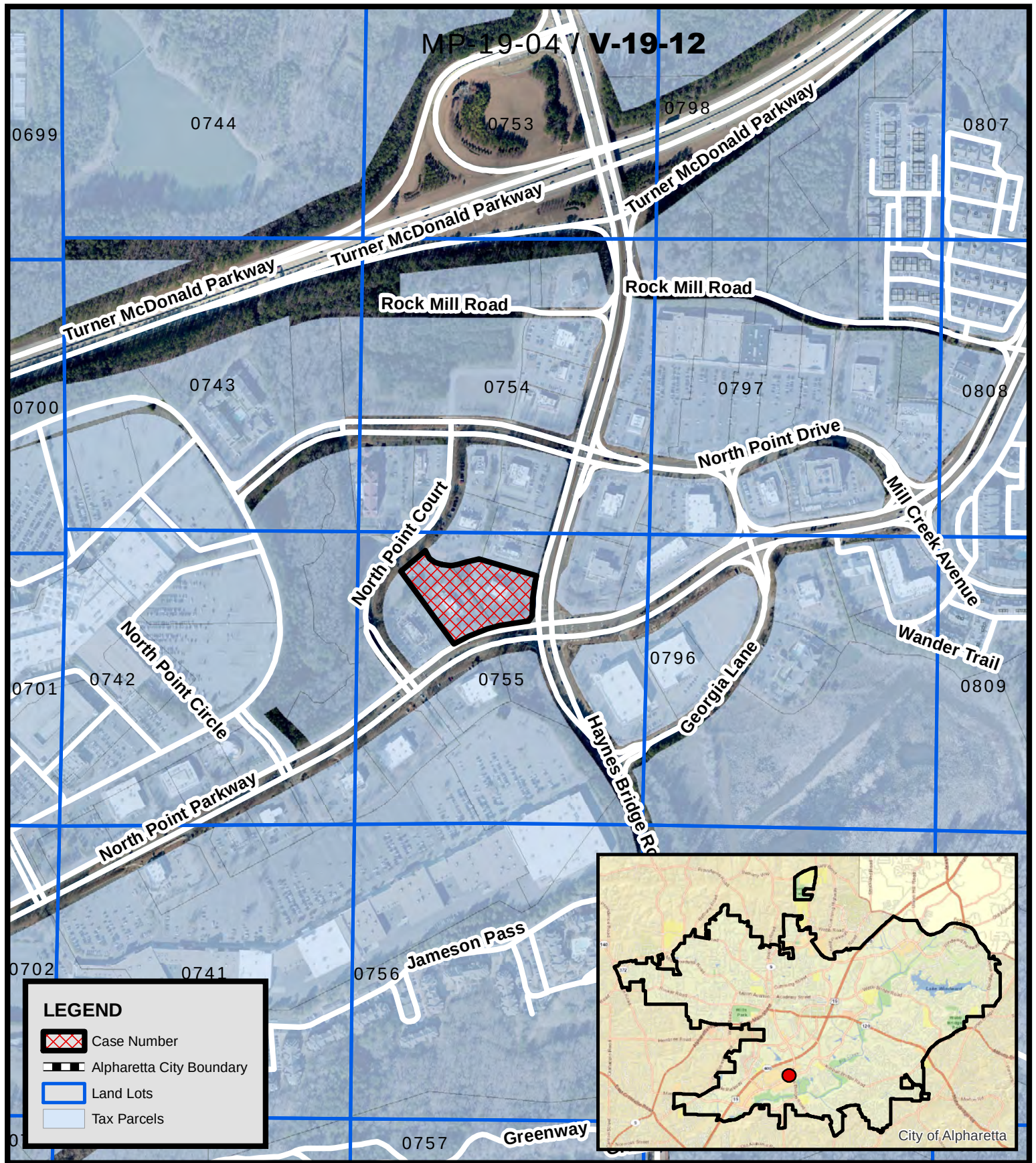
D/LL: 1/2/755

PC Date: 8/01/19

CC Date: 8/26/19



Location Map Provided by:
Community Development - GIS



Location Map North Point Business Center

MP-19-04/V-19-12

D/LL: 1/2/755

PC Date: 8/01/19

CC Date: 8/26/19



Location Map Provided by:
Community Development - GIS

Creative Placemaking Plan for North Point Area

Public Meeting #2

Alpharetta, GA

April 30, 2019

MKSK

North Point Area Creative Placemaking Plan

MKSK

SCHEDULE & STATUS UPDATE

PROJECT SCHEDULE



The value of
Placemaking

PLACEMAKING
KEY ISSUES

BUILD VALUE

HOW DO WE CREATE
LONG-TERM ECONOMIC
COMPETITIVENESS AND HIGH
QUALITY OF LIFE?

BUILD ON ASSETS

HOW DO WE CREATE A
PLACE THAT IS UNIQUELY
ALPHARETTA AND UNIQUELY
NORTH POINT?

BUILD FOR PEOPLE

HOW DO WE CREATE AN
ENVIRONMENT THAT IS SAFE,
ACCESSIBLE, WALKABLE, AND
CONNECTED?

What we
Heard

WHAT WE HEARD

STAKEHOLDER INPUT

When: December 17-19, 2018

What: Twelve Interviews

Who: City Staff, Advocacy Groups, & Elected Officials

“

Let's focus on parks, environment, and entertainment to make a family-friendly destination.”

“

The Big Creek Greenway is key to future development; the most unknown asset the City has.”

“

Right now, North Point isn't viewed as a premier location or opportunity.”

“

Over the next few decades, we will - by necessity - become our own urban center.”

WHAT WE HEARD

PUBLIC MEETING #1

When: January 23, 2019
What: Open House Meeting
Who: 40+ Attendees



WHAT WE HEARD

PUBLIC MEETING #1

“

Create spaces that encourage walking/cycling/running rather than being in cars.”

“

A lot of new people that drive should not have a license – they don't know how.”

“

[I want] a reason to not go to Avalon or Downtown.”

“

Encourage green space and living at North Point.”

“

Family-friendly, sense of community, greenway, unique.”

“

Walkable green space, less asphalt, a 'wow' factor!”

WHAT WE HEARD

PUBLIC MEETING #1

What positive qualities draw people to the North Point area and encourage them to stay?

- 1. Shopping
- 2. Dining
- 3. Big Creek Greenway

What are the strengths and assets around which we can build future placemaking ideas?

- 1. Surface Parking
- 2. Green Space
- 3. Public Art

What aspects of the North Point Area need improvement?

- 1. More Walkable/Bikeable/Transit
- 2. More Green Space
- 3. Less Asphalt

What features and amenities could best support or encourage North Point as an area for living, working and playing?

- 1. Activated Public & Private Spaces
- 2. Mixed-Use & Housing Development
- 3. Outdoor Recreation Opportunities

North Point is Vibrant!

Link to Regional and Multimodal Transportation

North Point is Walkable!

Enhance the Trails and Greenways Network

North Point is Green!

Embrace Your Green Assets

North Point is Livable!

Create the Infrastructure for Long-Term Value

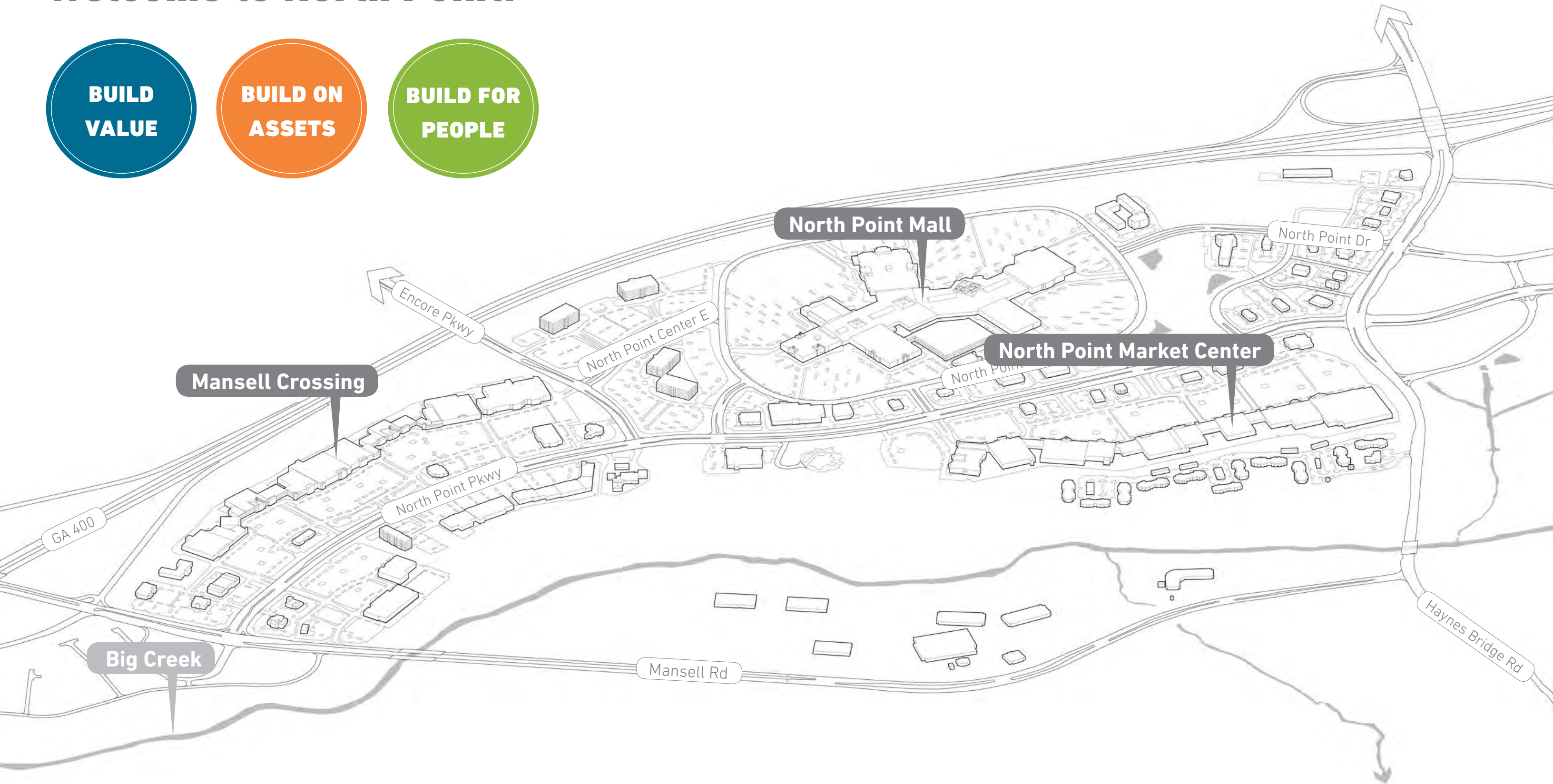
North Point
District

Welcome to North Point!

**BUILD
VALUE**

**BUILD ON
ASSETS**

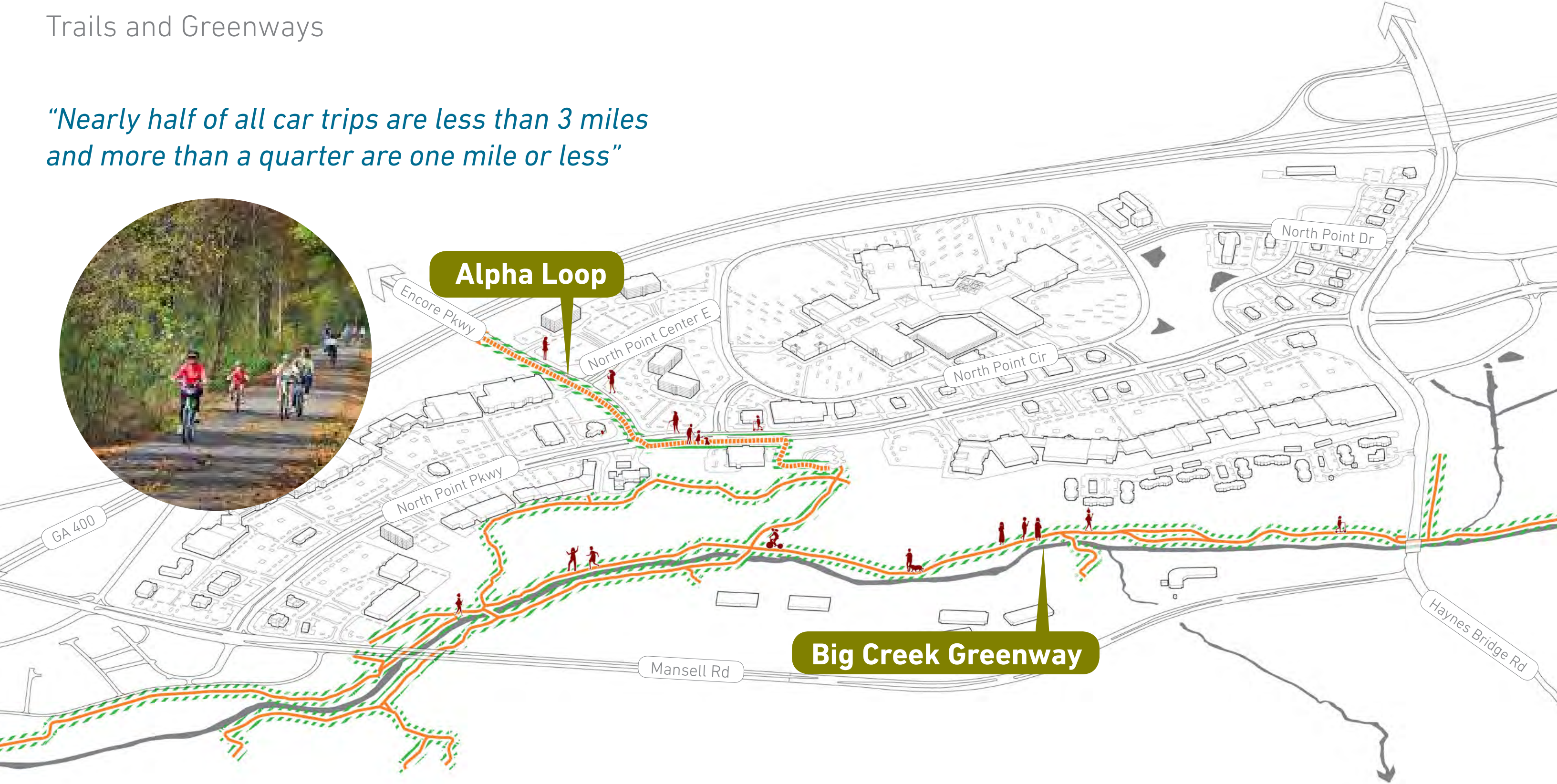
**BUILD FOR
PEOPLE**



Drivers of Value

Trails and Greenways

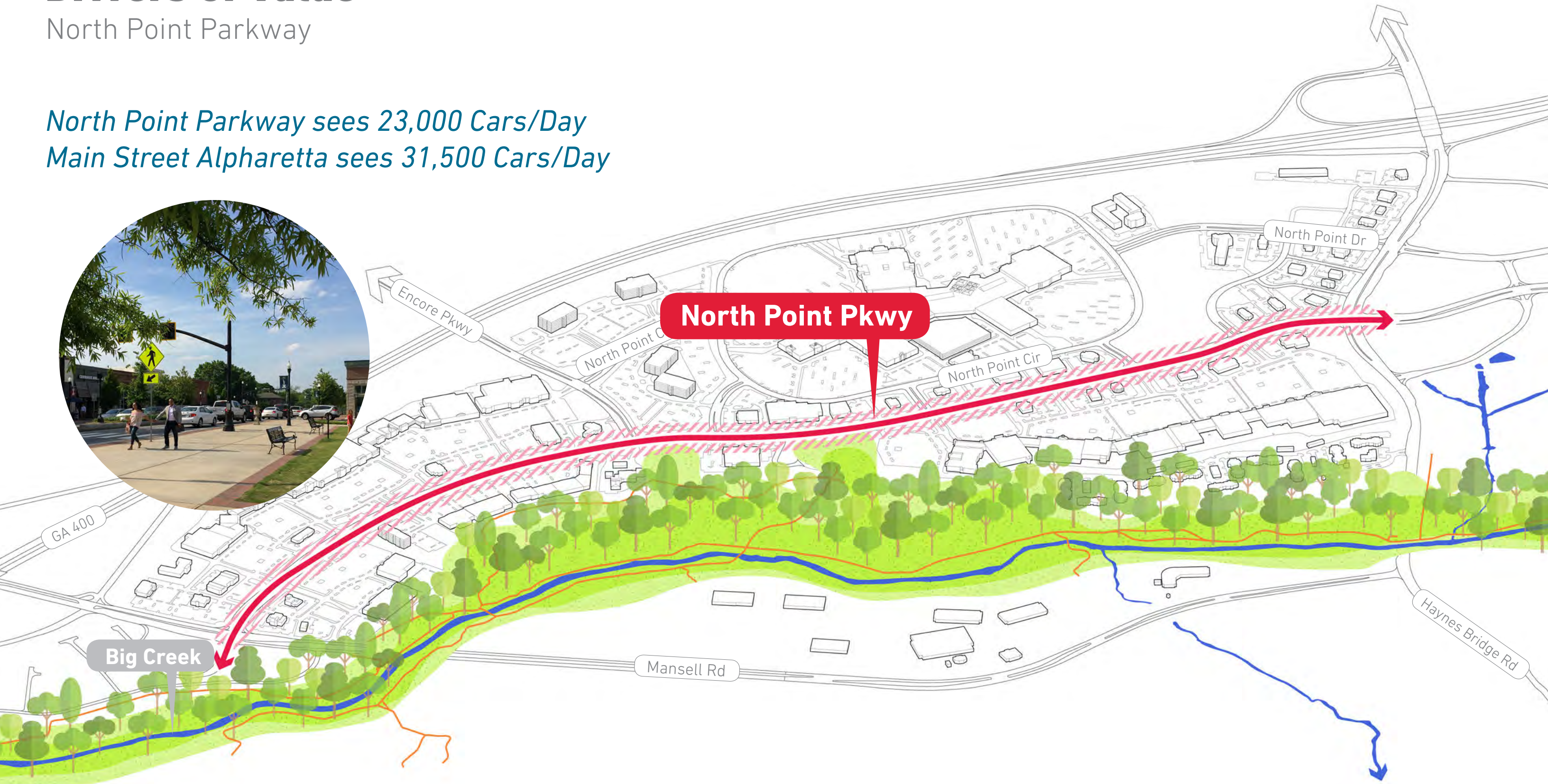
“Nearly half of all car trips are less than 3 miles and more than a quarter are one mile or less”



Drivers of Value

North Point Parkway

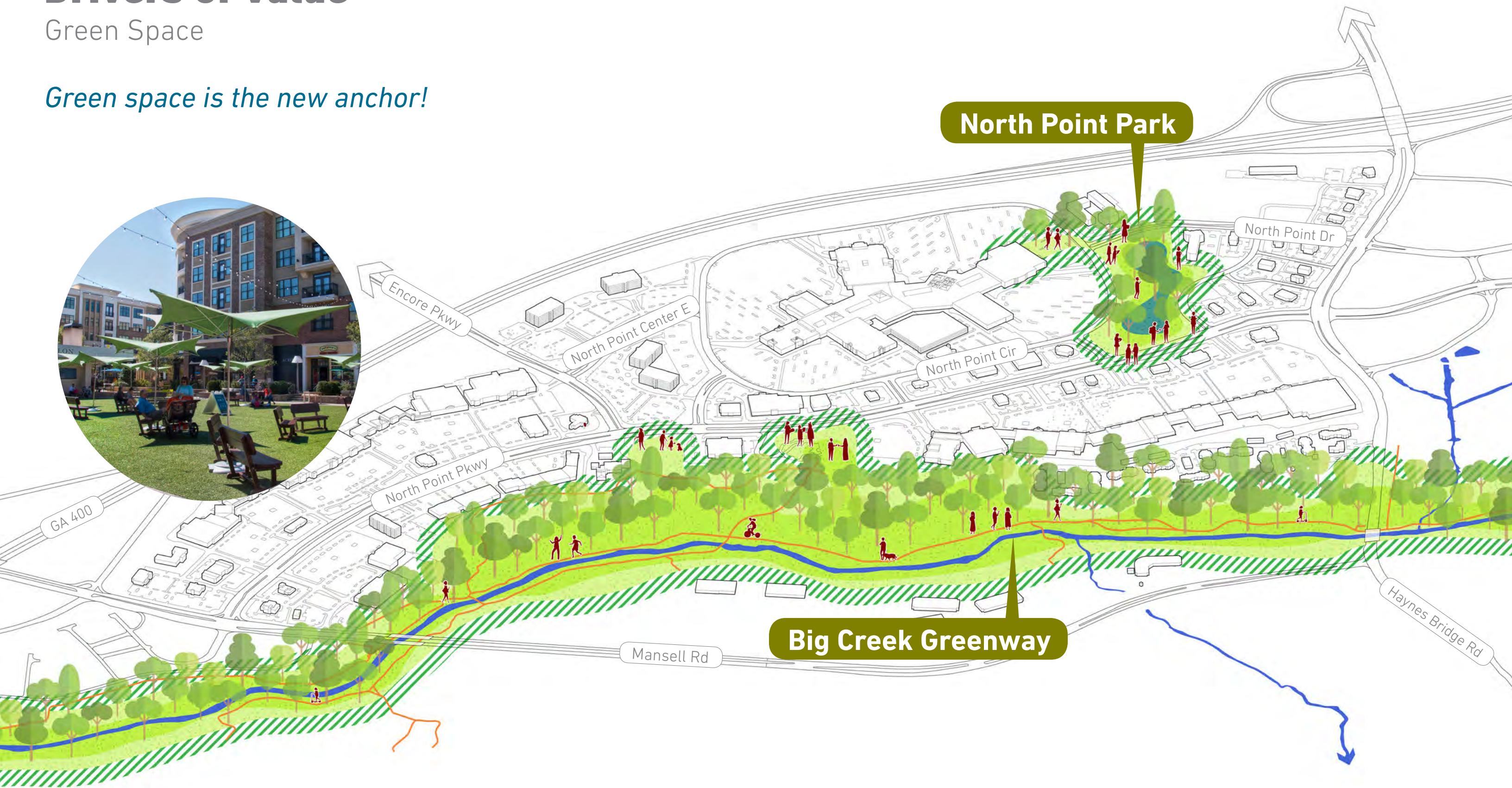
North Point Parkway sees 23,000 Cars/Day
Main Street Alpharetta sees 31,500 Cars/Day



Drivers of Value

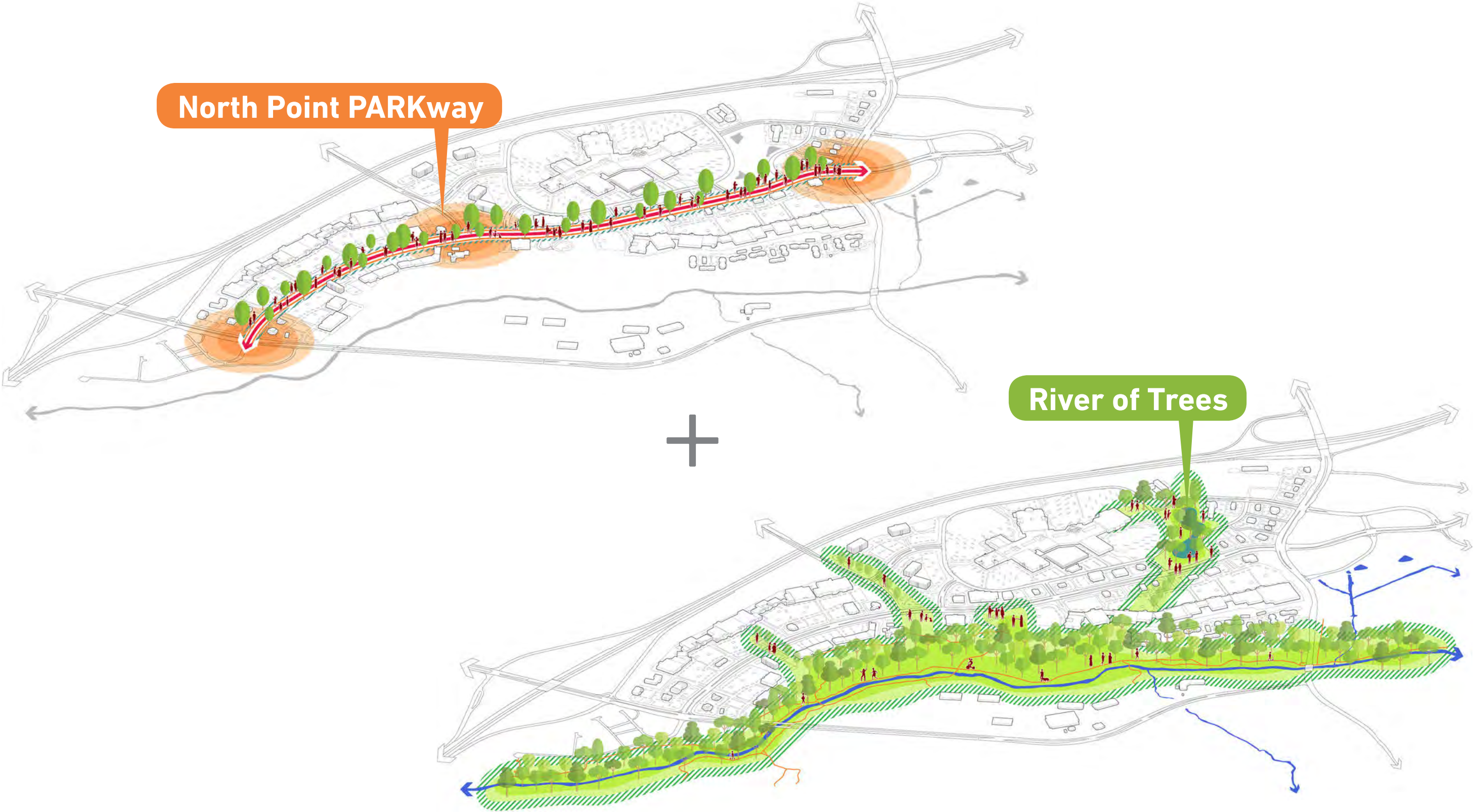
Green Space

Green space is the new anchor!



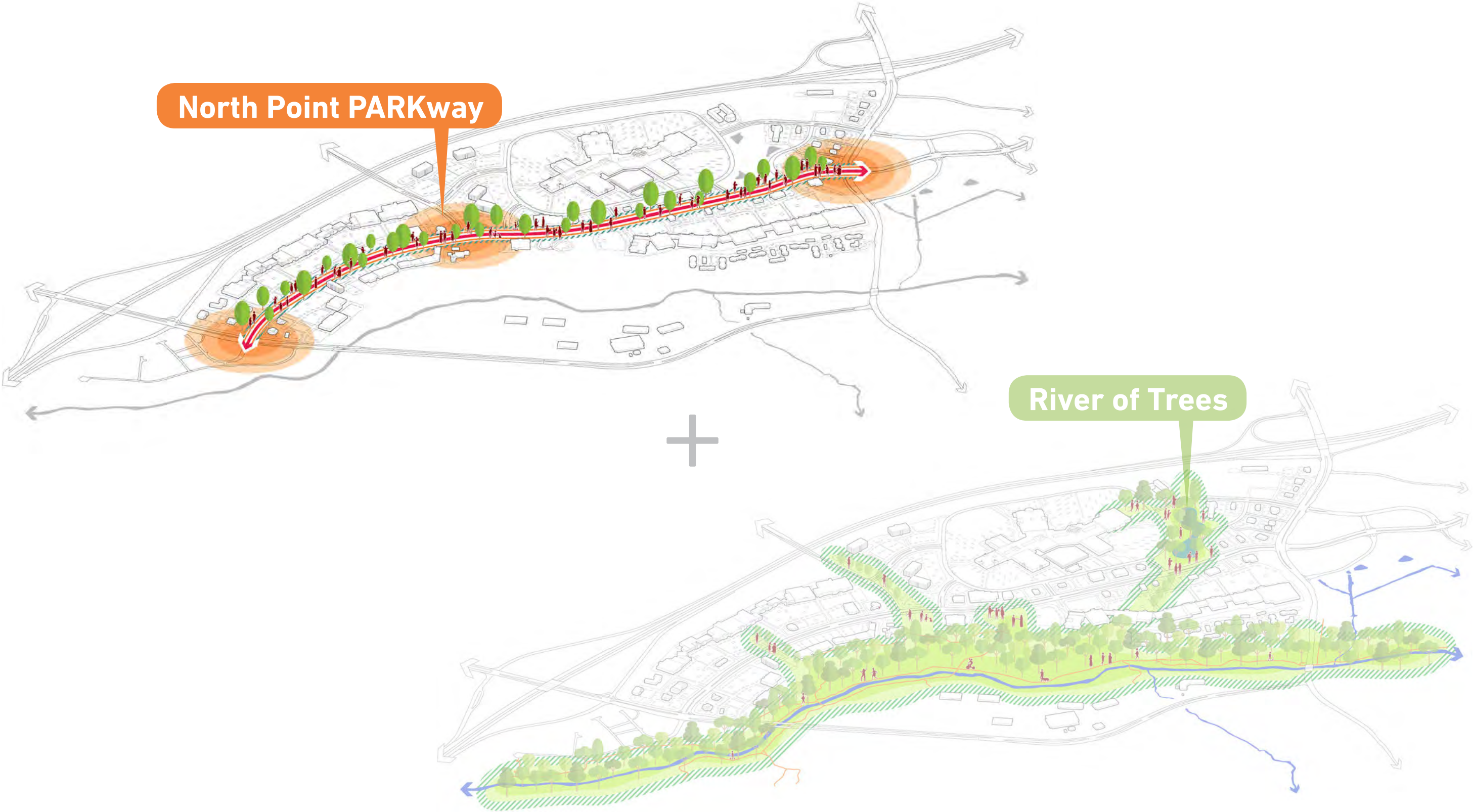
Drivers of Value

Two Big Moves



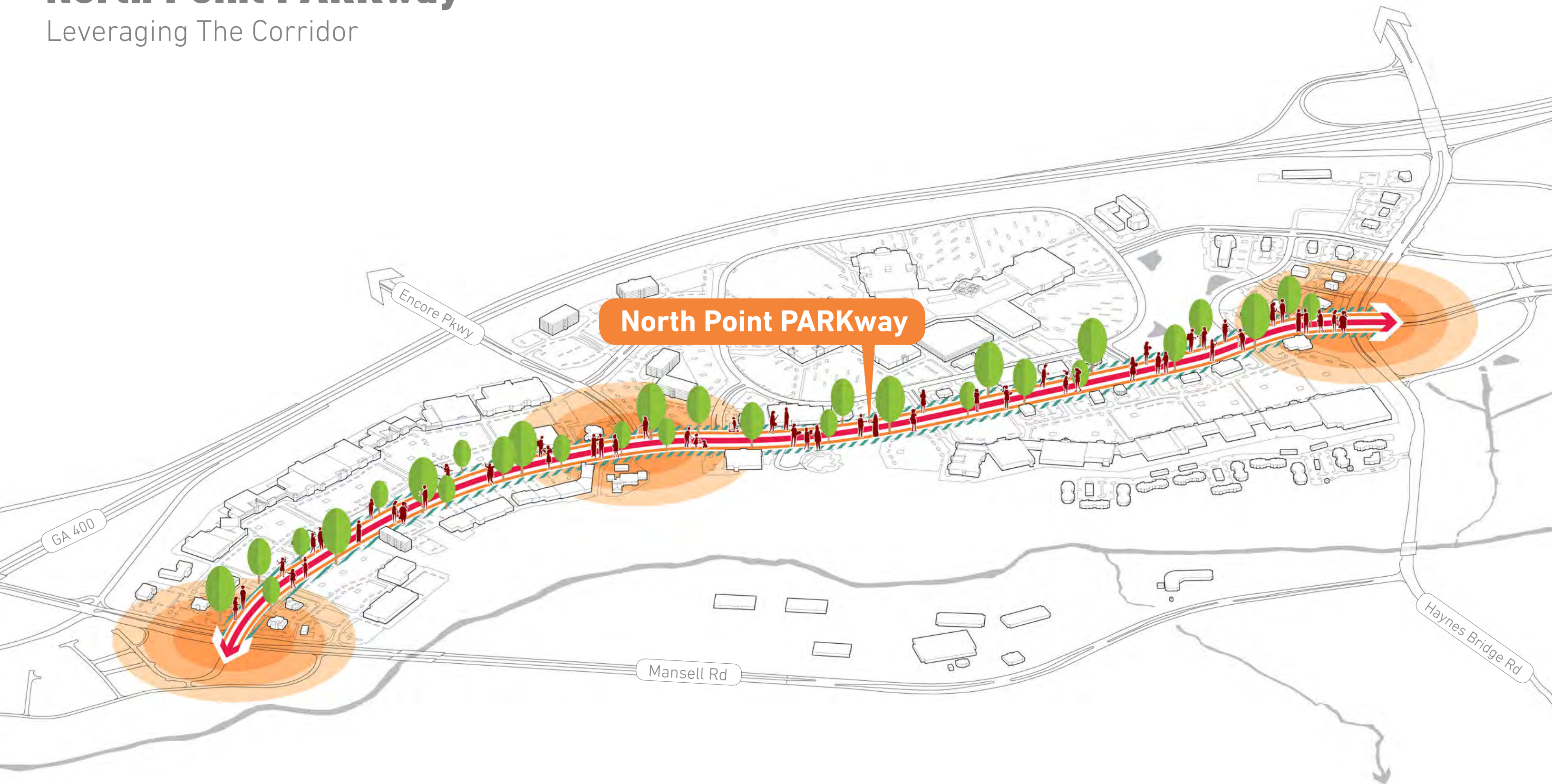
Drivers of Value

Two Big Moves



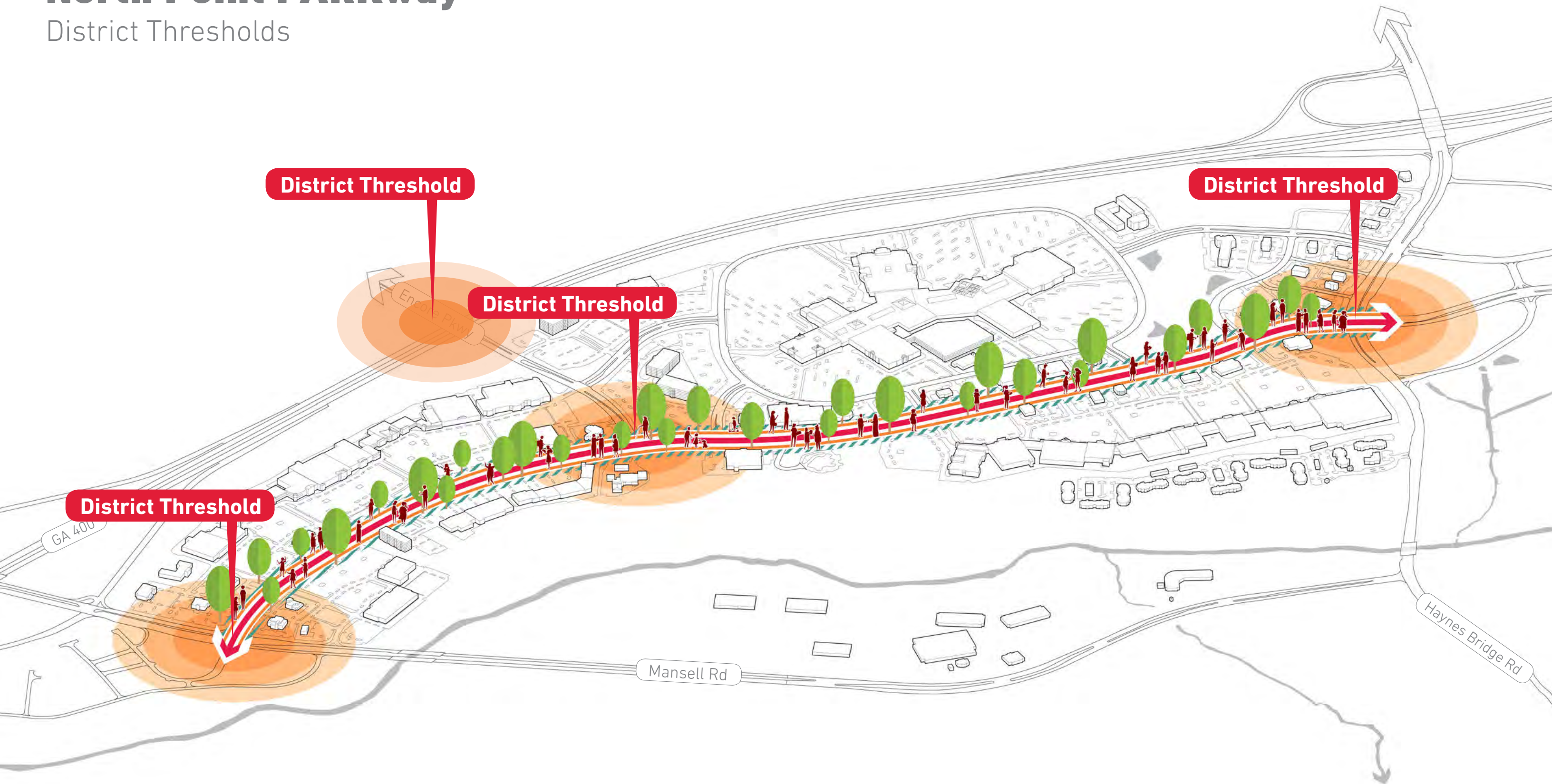
North Point PARKway

Leveraging The Corridor

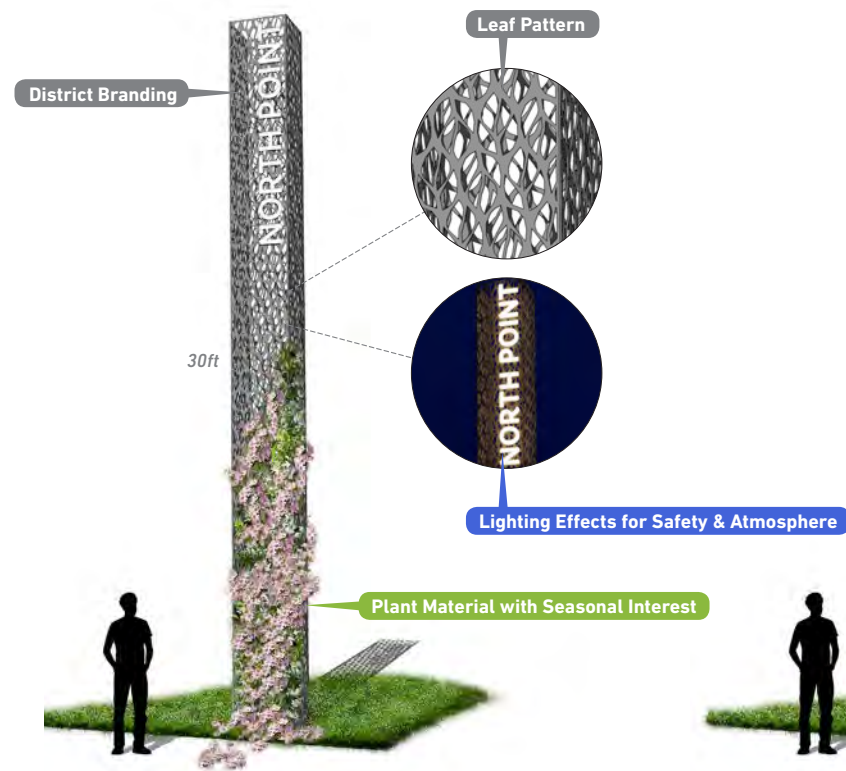


North Point PARKway

District Thresholds



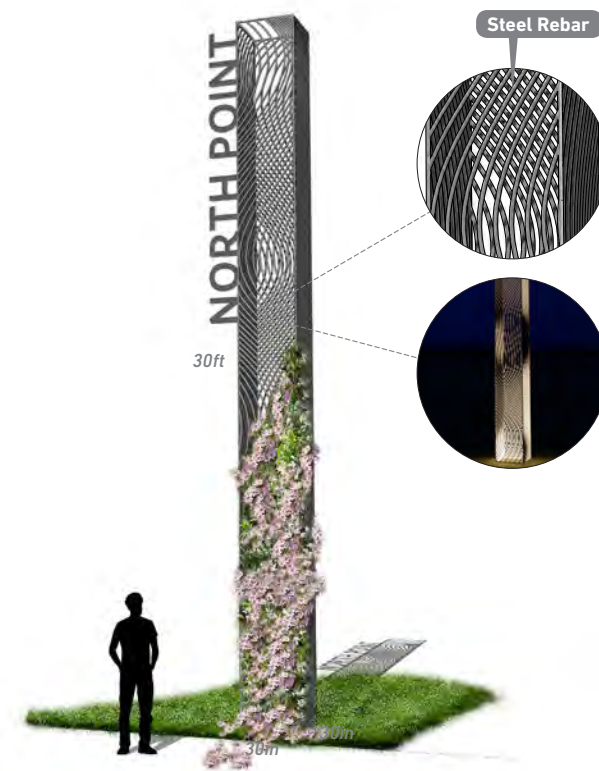
District Thresholds



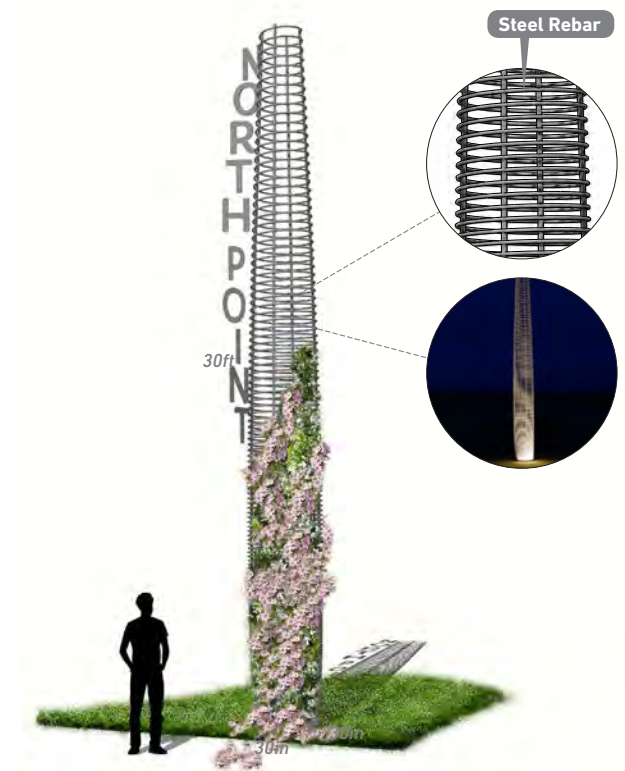
The Lattice



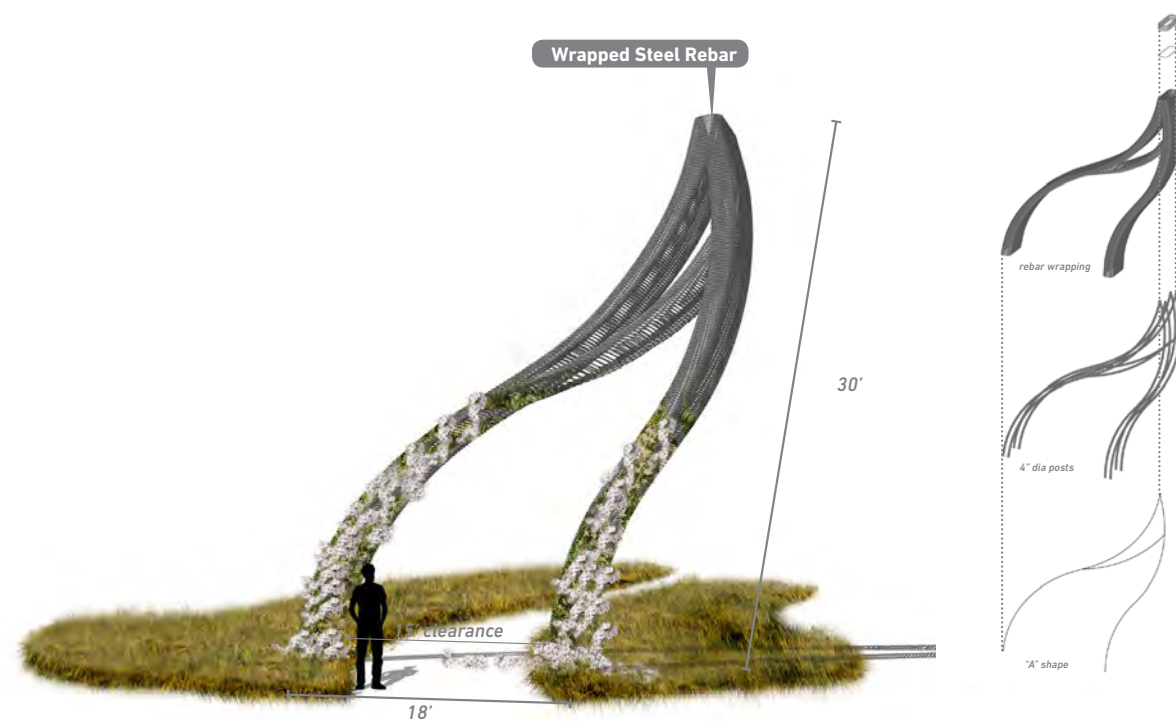
The Split



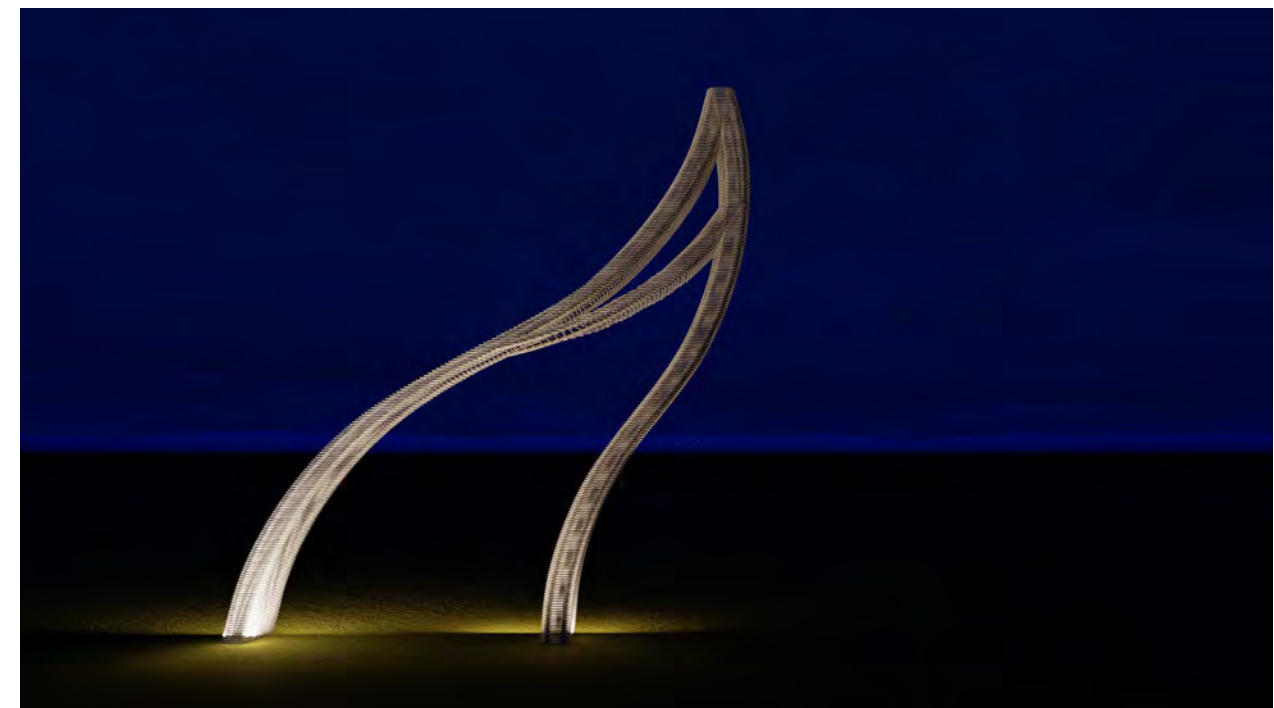
The Weave



The Wrap

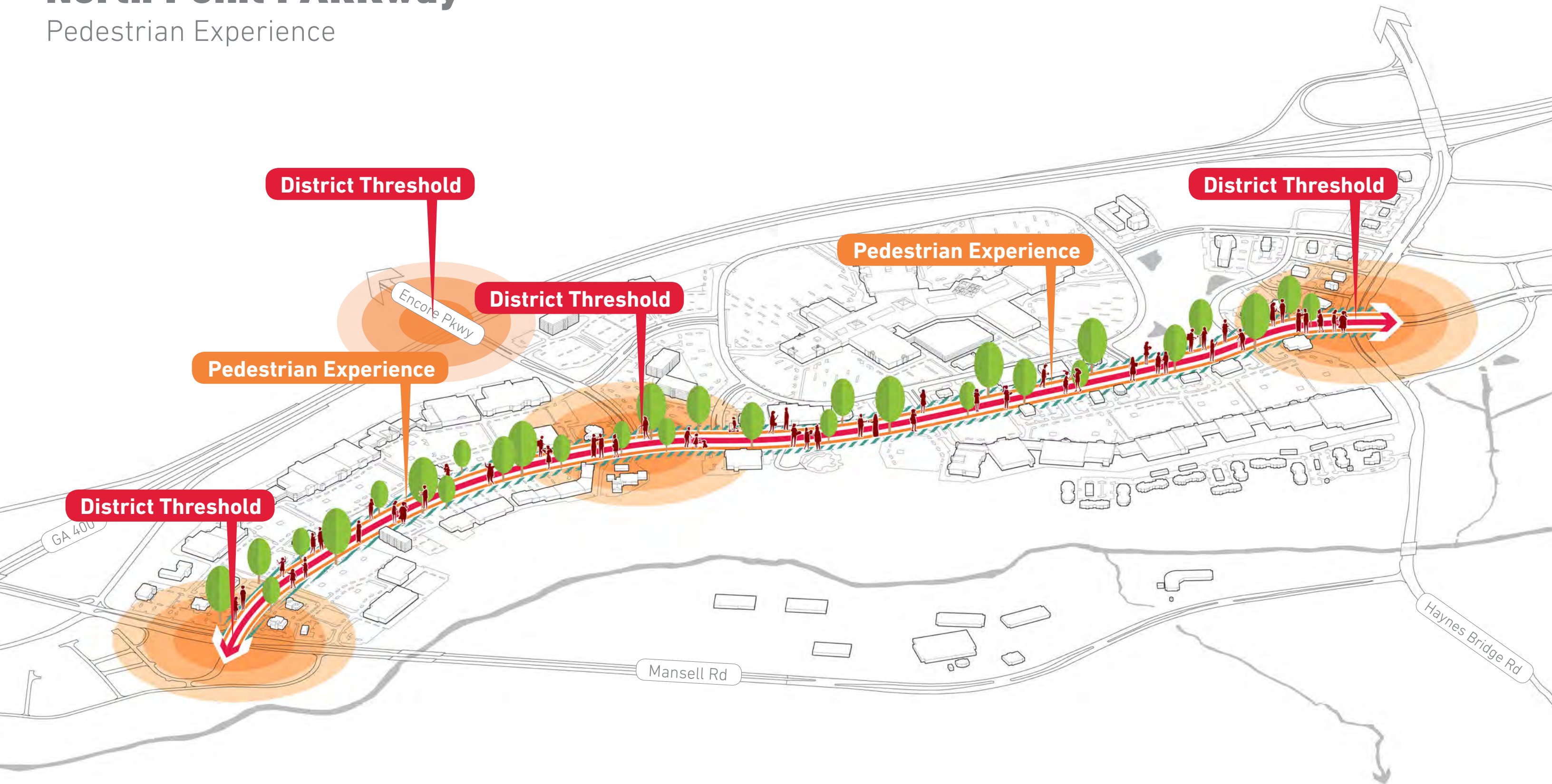


The Alpha

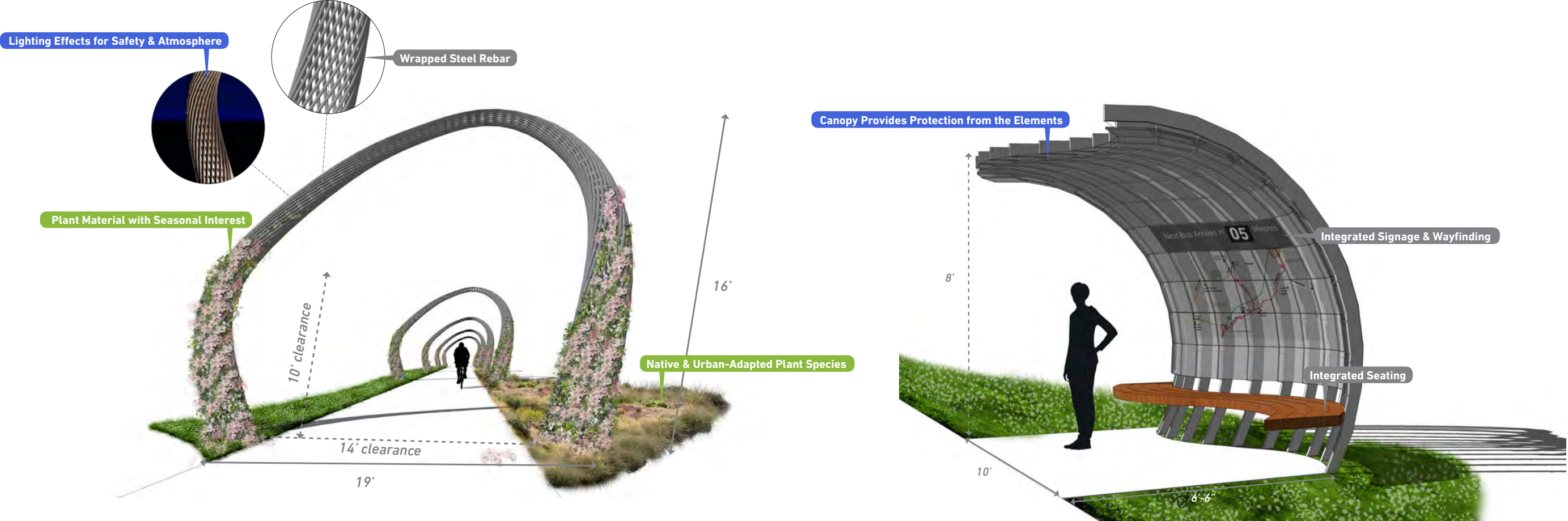


North Point PARKway

Pedestrian Experience

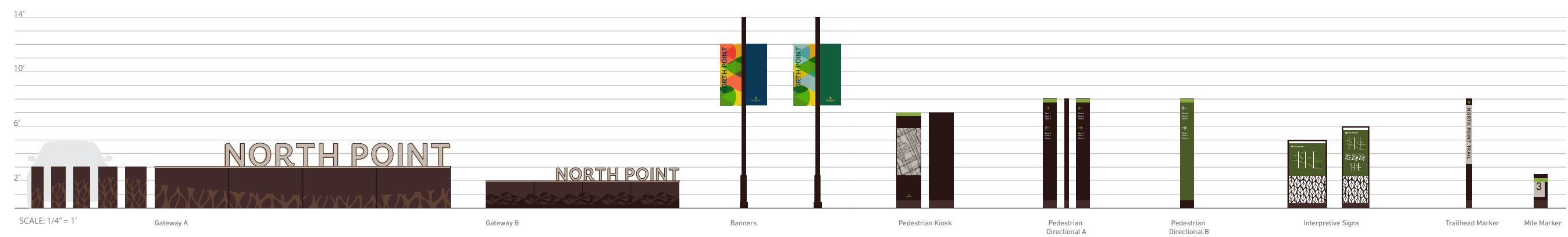


Pedestrian Experience



Arbor Promenade

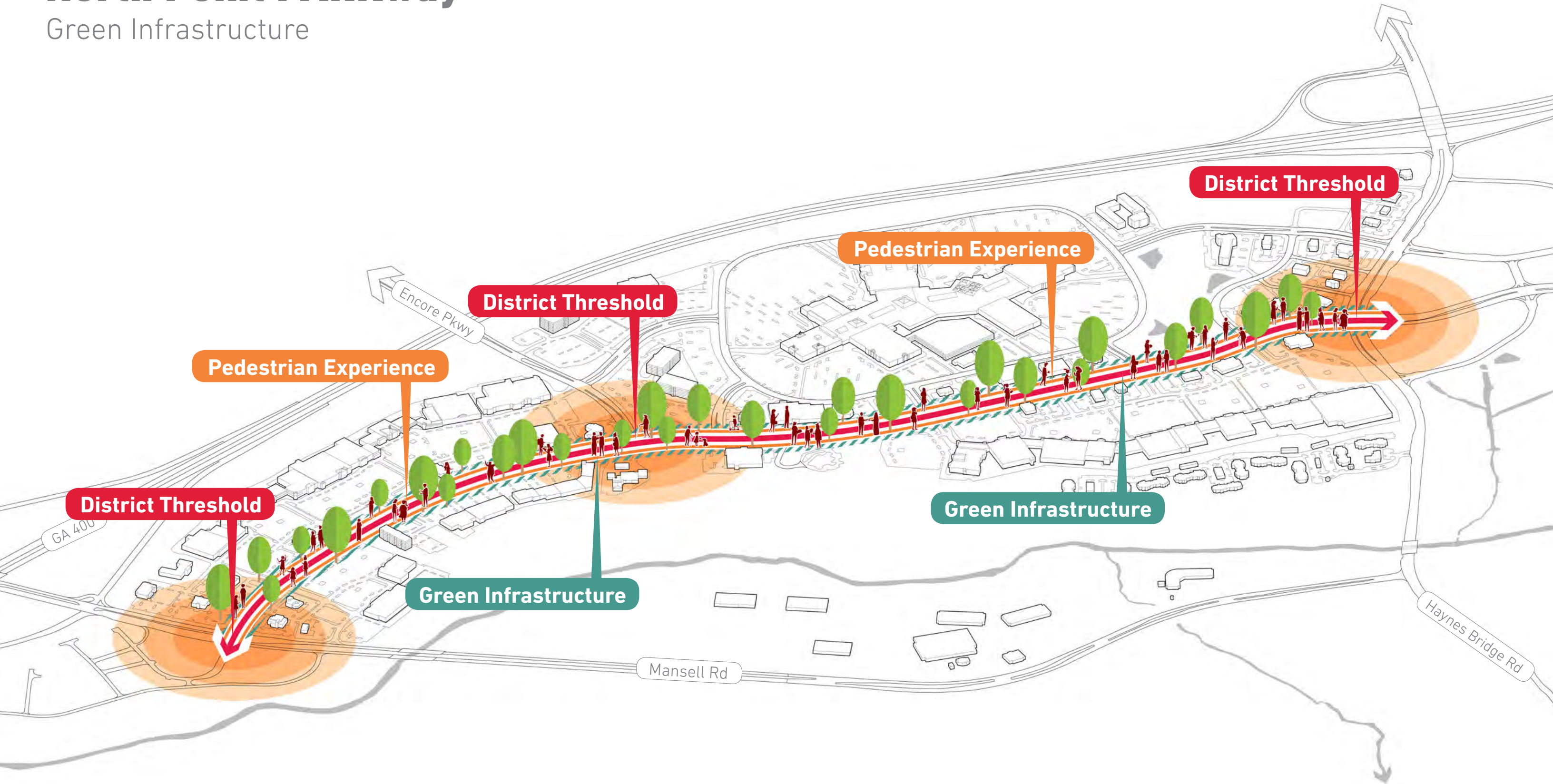
Bus Stops



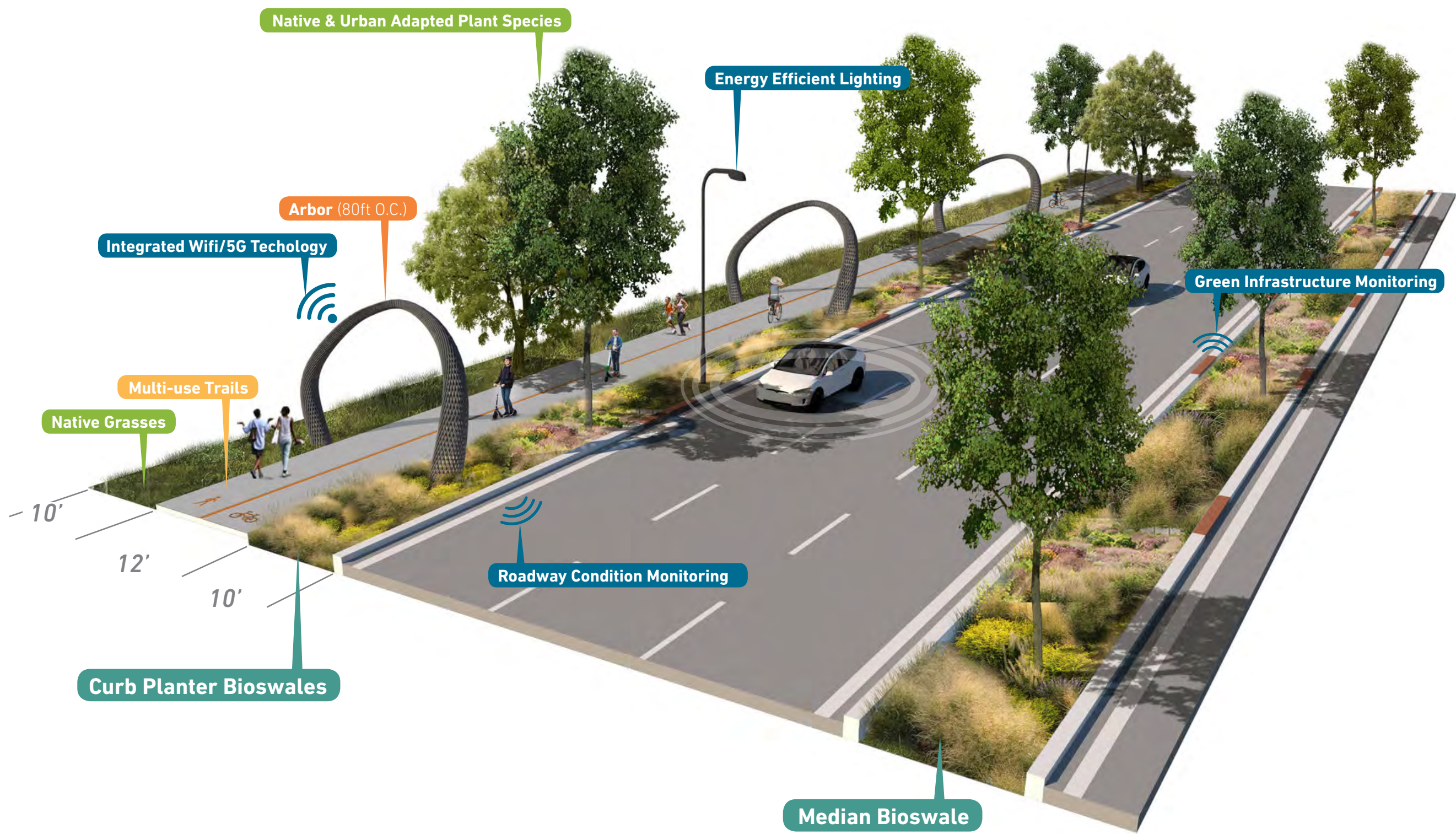
Signage & Wayfinding

North Point PARKway

Green Infrastructure

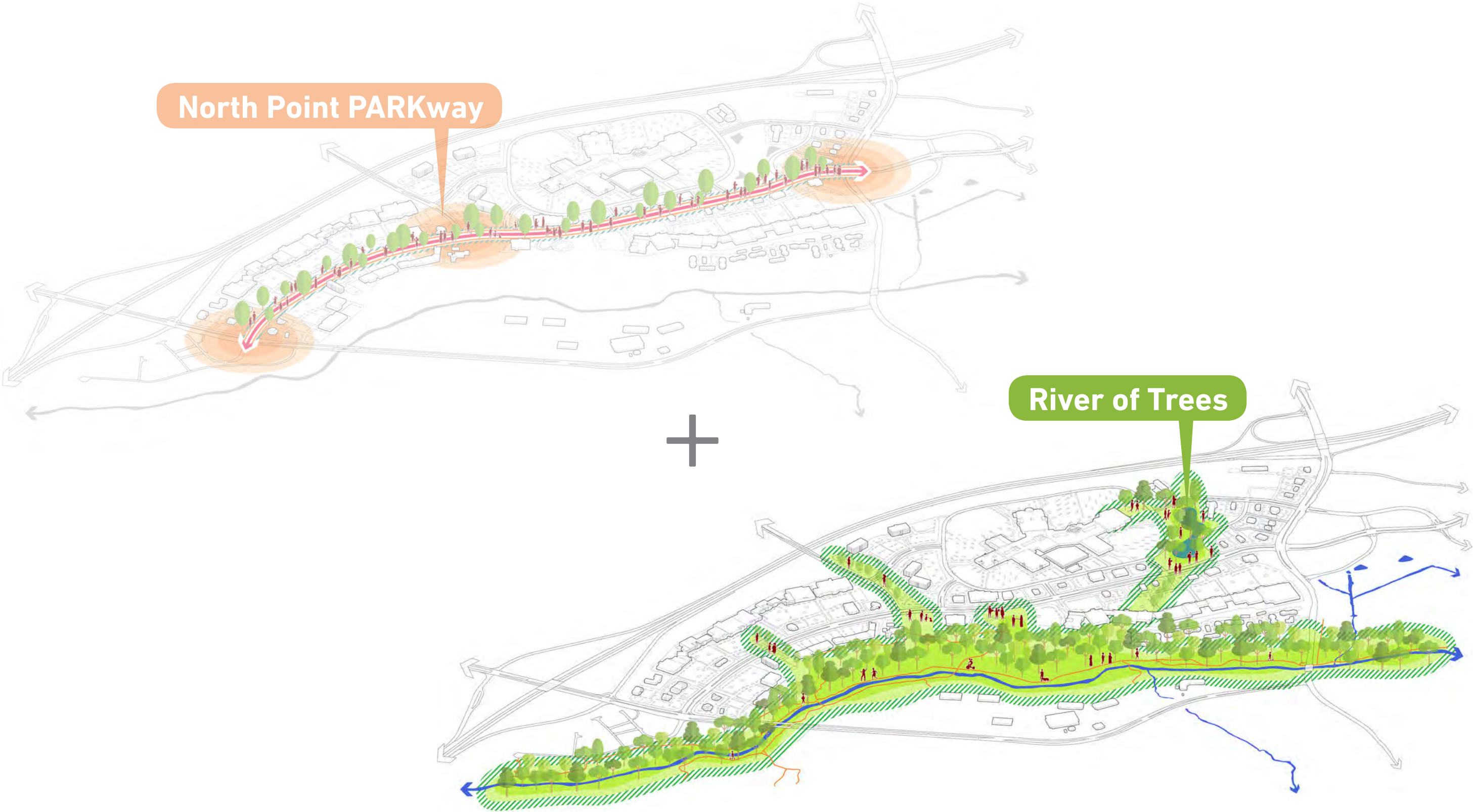


PARKway Typical Section



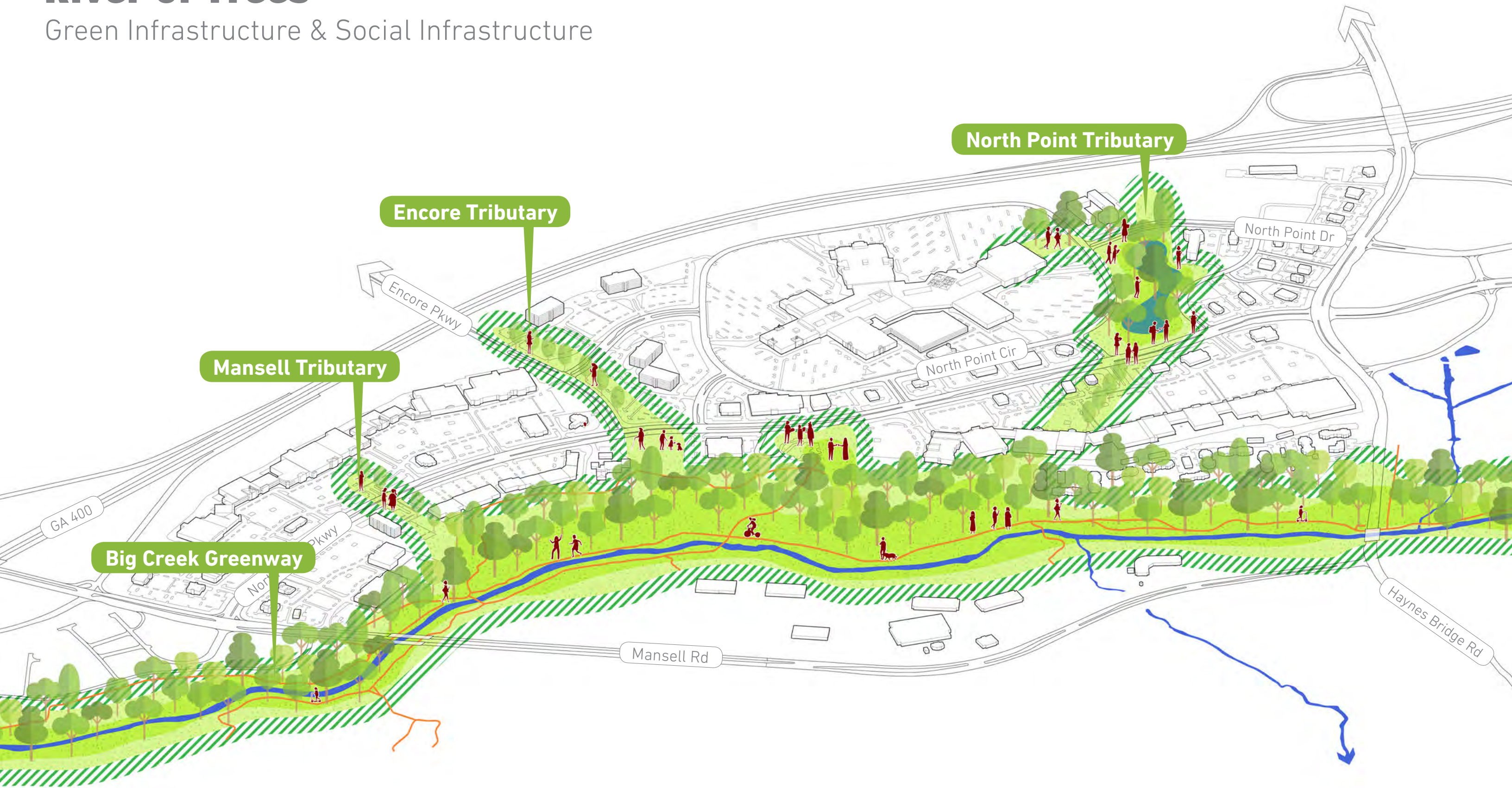
Drivers of Value

Two Big Moves



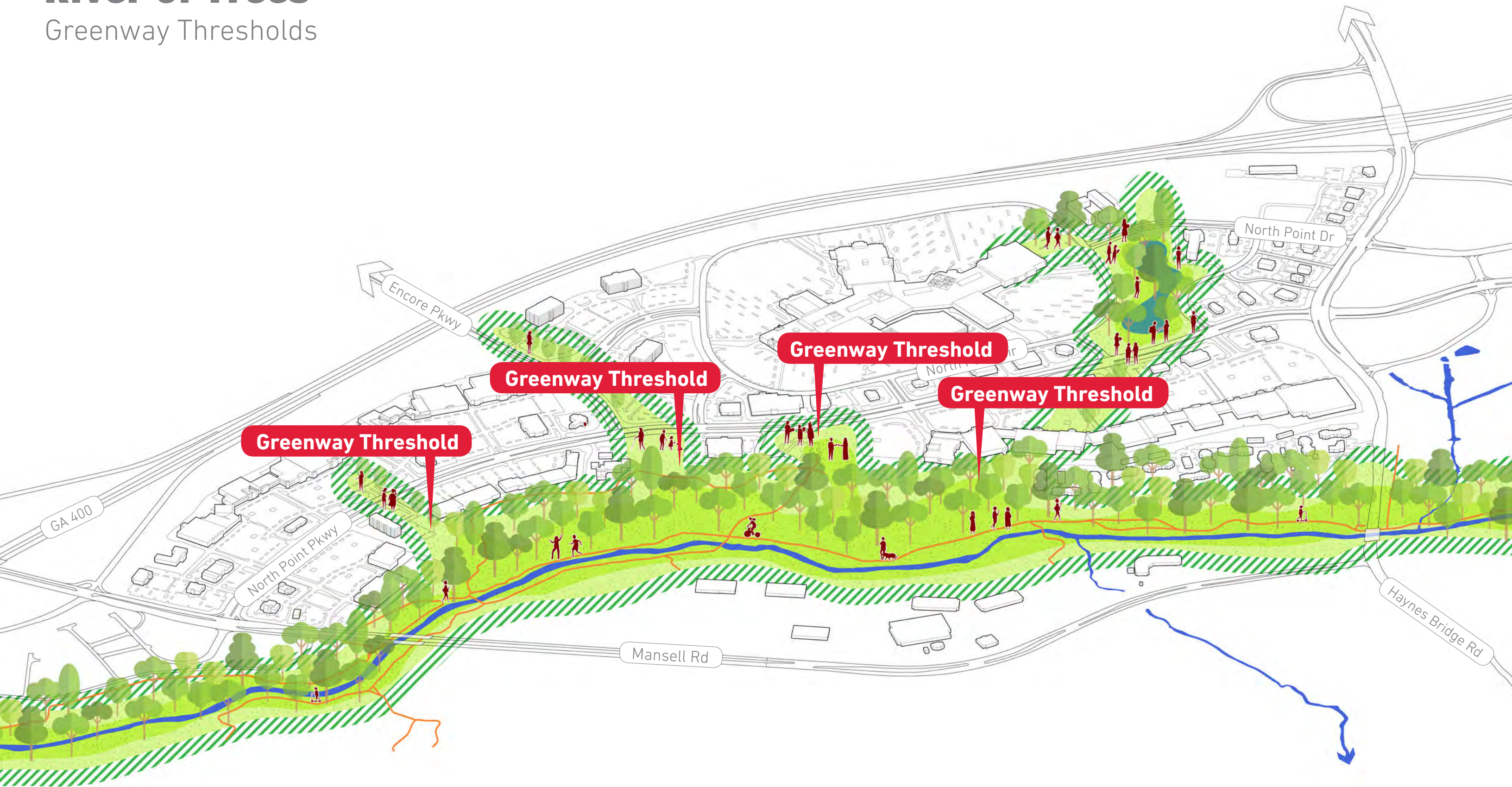
River of Trees

Green Infrastructure & Social Infrastructure

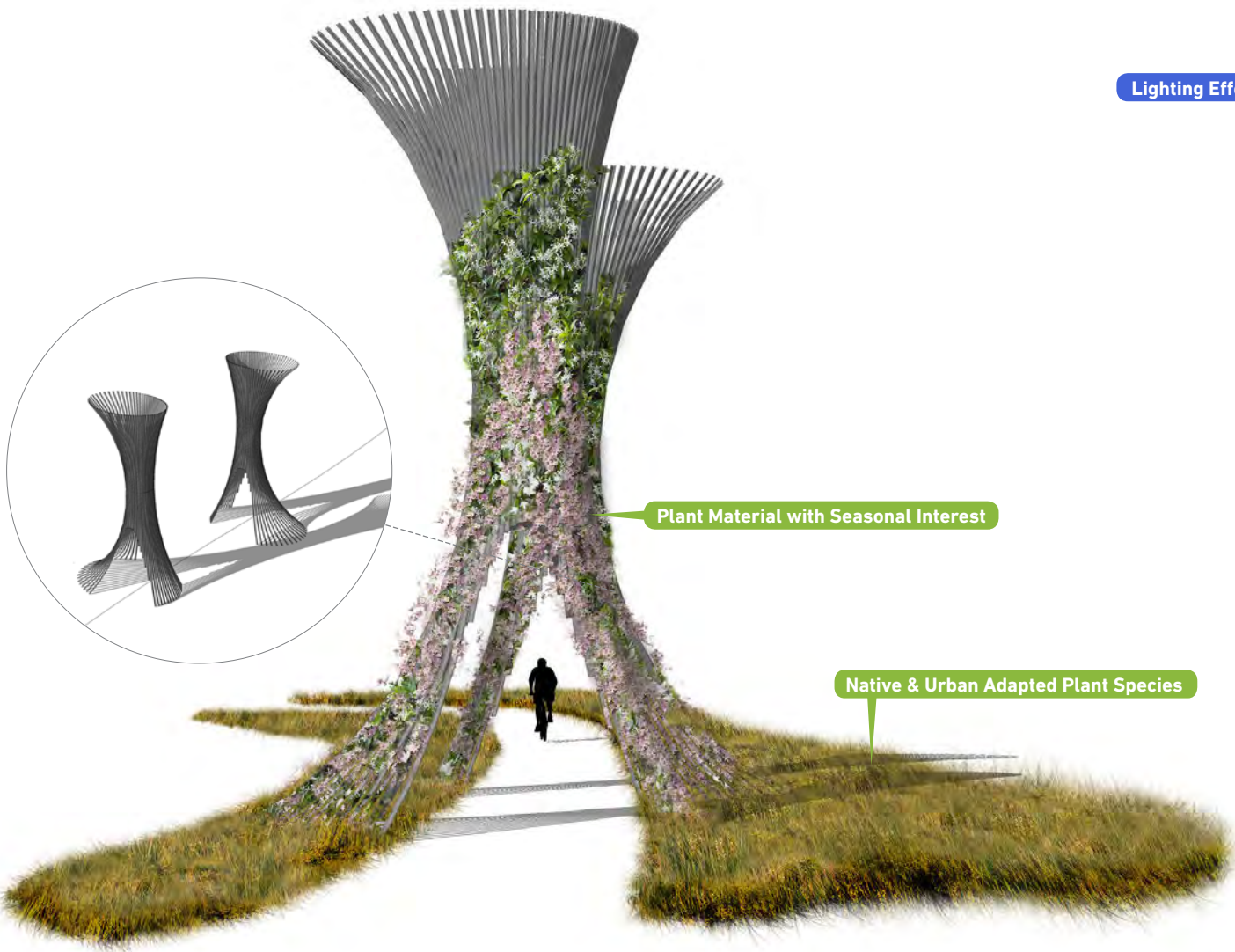


River of Trees

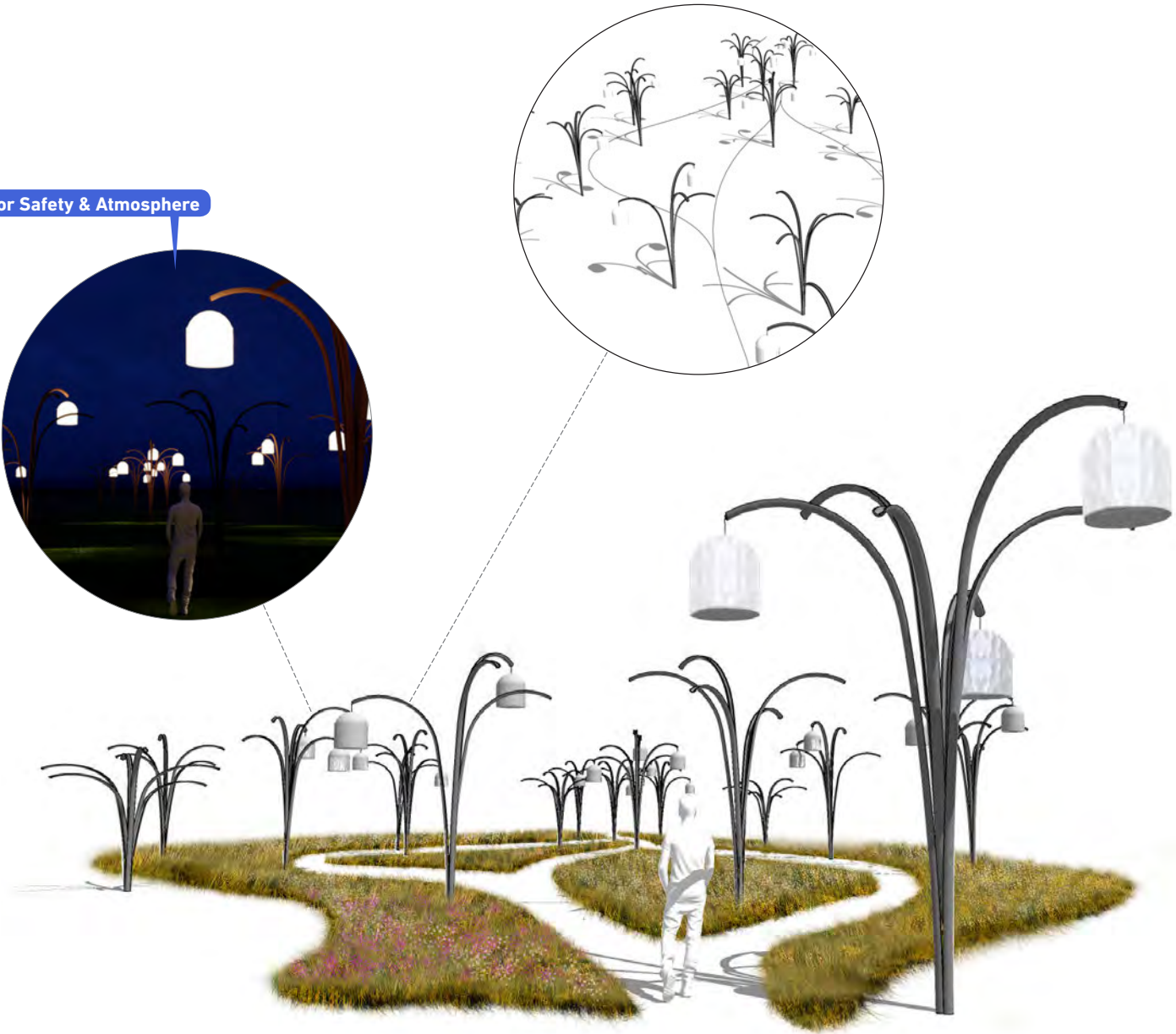
Greenway Thresholds



Greenway Thresholds



Big Creek Arbors



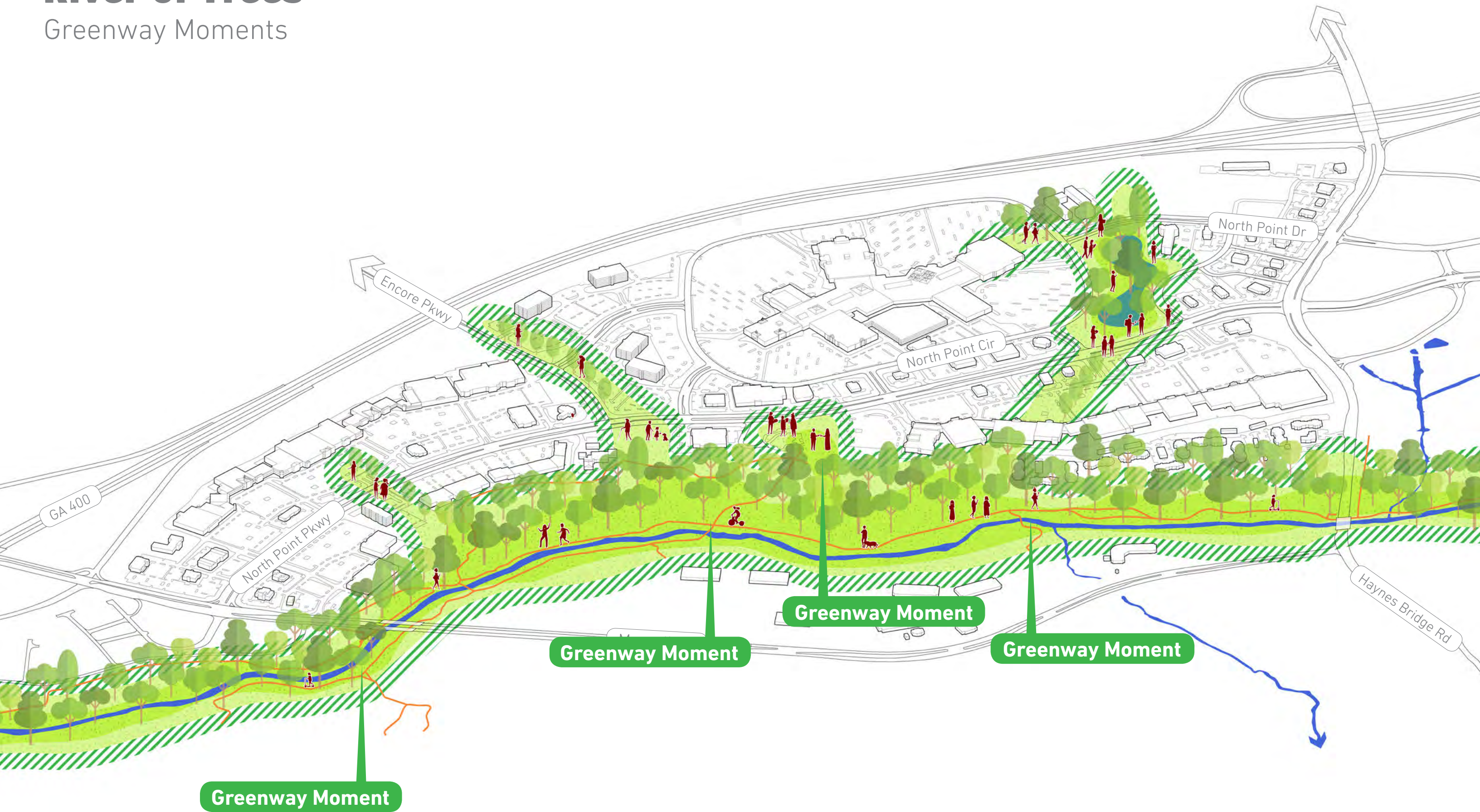
Big Creek Strands

Greenway Crossings



River of Trees

Greenway Moments



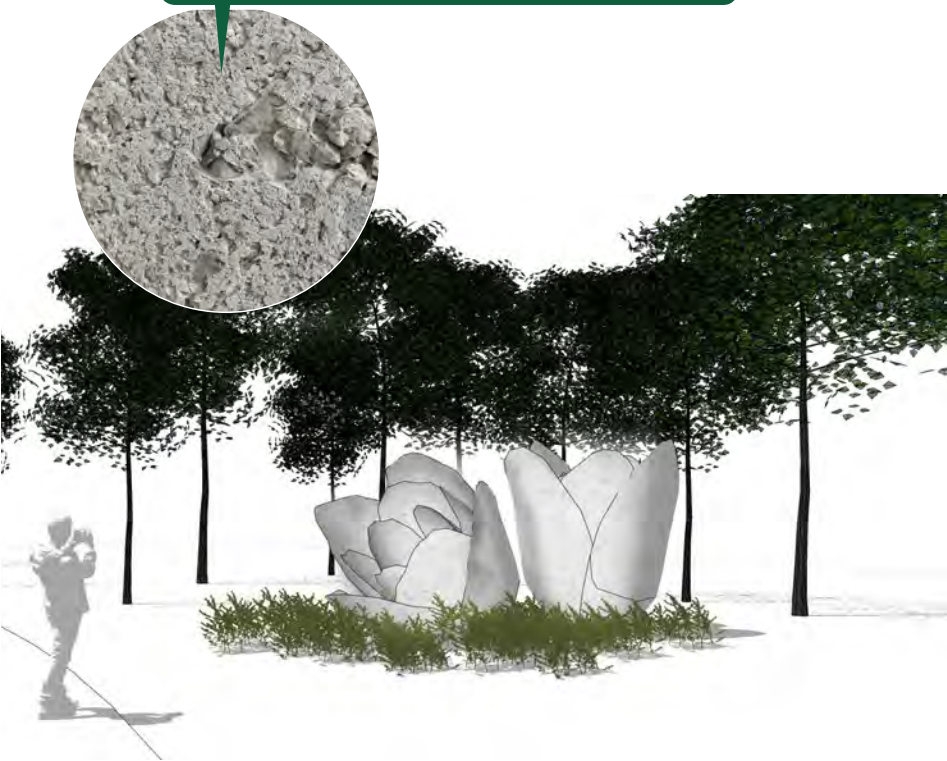
Greenway Moments

Creative Use of Industrial Materials



The Sweep

Creative Reuse of Demo'd Materials



The Bloom

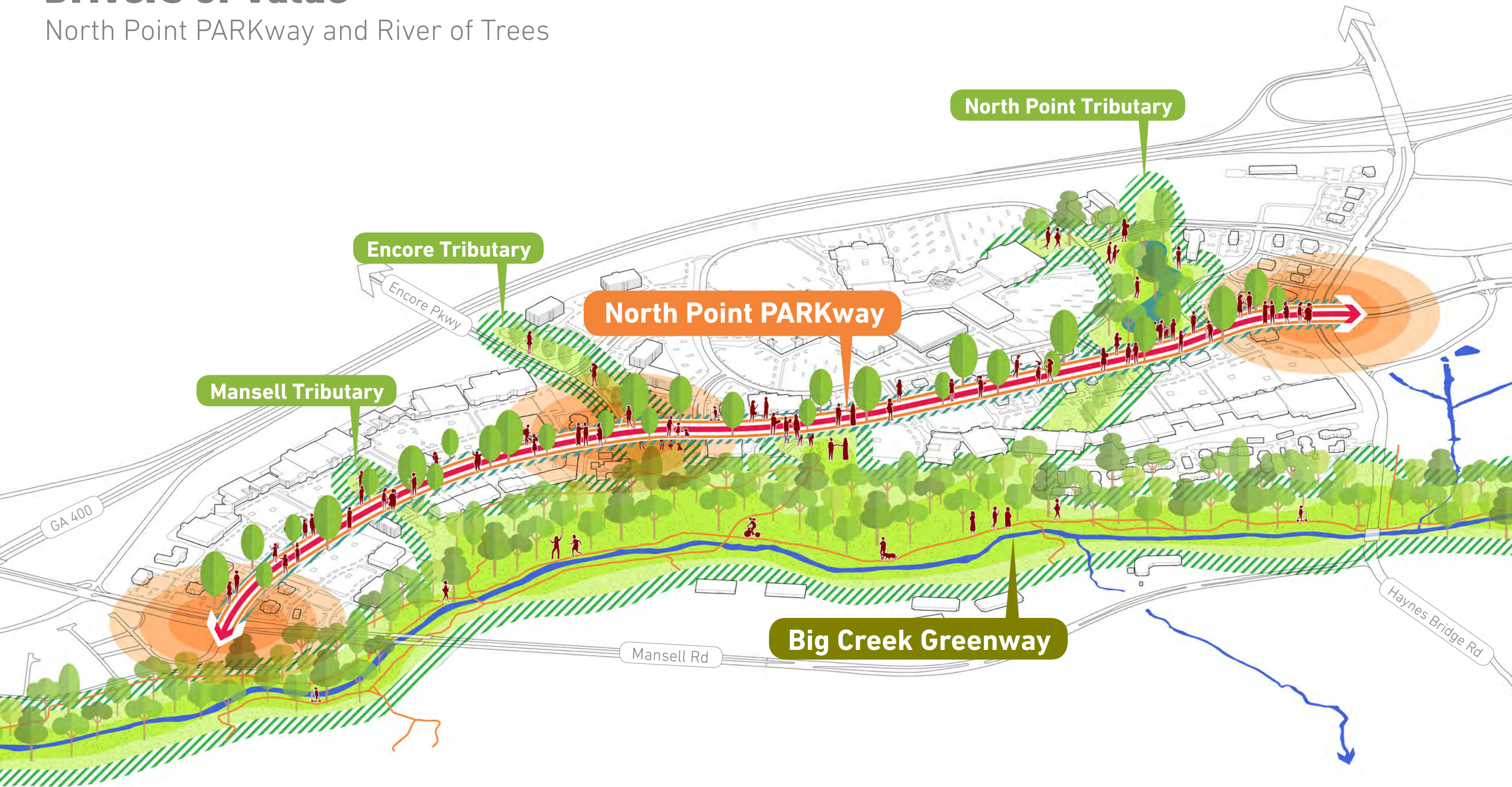
Creative Reuse of Natural Materials



The Stack

Drivers of Value

North Point PARKway and River of Trees



Creative Placemaking Plan for North Point Area

Public Meeting #2

Alpharetta, GA

April 30, 2019

MKSK

North Point Area Creative Placemaking Plan

MKSK

[illegible]

SITE SUMMARY	
SITE AREA	
SITE AREA:	3.82 ACRES (166,048 S.F.)
PERVIOUS AREA:	34,867 SF (21.0%)
IMPERVIOUS AREA:	131,181 SF (79.0%)
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF ALPHARETTA
ZONING:	PSC (NORTH POINT LCI)
ADJACENT ZONING:	PSC (NORTH POINT LCI)
BUILDING SETBACKS	
FRONT:	20' MIN / 100' MAX (TYPE A CORRIDOR)
	10' MIN / 60' MAX (TYPE B CORRIDOR)
SIDE / REAR:	15'
BUILDING SUMMARY	
BUILDING AREA:	25,580 S.F.
PATIO AREA:	2,780 S.F.
TOTAL AREA:	28,360 S.F.
BUILDING COVERAGE:	15.4%
PARKING SUMMARY	
PARKING REQ.:	RESTAURANT 1 SPACE / 100 S.F.
	MEDICAL / RETAIL 1 SPACE / 200 S.F.
	252 SPACES (MAX.)
	202 SPACES (MIN. 20% REDUCTION)
PARKING PROV.:	179 SPACES (30,609 S.F.)
1 BIKE SPACE REQUIRED / 25 VEHICLE SPACES	
STANDARD STALL DIMENSIONS:	9' x 19'
MIN. DRIVE WIDTH:	22'

CIVIC SPACE	
	POCKET PARK AREA = 21,856 SF (0.50-ACRES)
	MULTI-USE TRAIL AREA = 4,328 SF (0.10-ACRES)
TOTAL CIVIC SPACE = 26,186 SF (0.60-ACRES)	

AMENITIES SPACE	
	OUTDOOR DINING AREA = 3,055 SF (0.07-ACRES)
	HARDSCAPE AREAS FOR PUBLIC ENJOYMENT AREA = 7,648 SF (0.18-ACRES)
TOTAL AMENITIES SPACE = 10,703 SF (0.25-ACRES)	

REQUIRED AMENITIES + CIVIC SPACE = 15%	
PROVIDED AMENITIES + CIVIC SPACE = 36,889 SF (0.85-ACRES)	
= 22.2% OF GROSS SITE ACREAGE	

ECODISTRICT MEASURES	
SITE DESIGN	
ENHANCED BICYCLE AMENITIES:	2 POINTS
ALTERNATIVE TRANSPORTATION:	2 POINTS
ADDITIONAL LANDSCAPE CIVIC SPACE MEASURES:	5 POINTS
SUSTAINABLE LANDSCAPING:	1 POINTS
ALTERNATIVE MEASURES:	1-3 POINTS
TOTAL:	11-13 POINTS

<u>KEY NOTES</u>	
①	BIKE RACK. BELSON 4 STATION HI ROLLER
②	BIKE SERVICE STATION. BELSON FIXIT WITH AIR KIT
③	BENCH. BELSON HERITAGE RECYCLED PLASTIC, BACKLESS
④	EXISTING MARTA BUS STOP
⑤	TRASH CONTAINER. BELSON CURVED FLARE TOP
⑥	PEDESTRIAN LIGHT POLE. STREETWORKS CLB-080-D-U-55-C-14 HEAD WITH CHESAPEAKE 10' POLE CFP-10-5-2-SF-5-B-2-C
⑦	DISTRICT THRESHOLD. FURNISHED AND INSTALLED BY MUNICIPALITY
⑧	UBER PICK UP WITH SIGN
⑨	ARBOR PROMENADE SPANNING OVER 12' MULTI-USE TRAIL @ 80' O.C. FURNISHED AND INSTALLED BY MUNICIPALITY
⑩	TIVOLI LIGHTING ANCHOR POINT. TIVOLI LIGHTING TO SPAN BETWEEN BUILDINGS 100 AND 200 IN CRISS-CROSS PATTERN
⑪	LOOKALIKE ENCLOSED BICYCLE STORAGE (4 BIKES)
⑫	VAN POOL PICK UP WITH SIGN
⑬	GREENWAY CROSSING, ENHANCED PUBLIC CROSSING

3060 PEACHTREE ROAD NW - SUITE 1050 - ATLANTA, GA 30305
ONE BUCKHEAD PLAZA
PROJECT

GEYER MORRIS COMPANY

NORTH POINT II - ALPHARETTA, GA
10800 HAYNES BRIDGE ROAD
LAND LOT 754 & 755, DISTRICT 1, SECTION 2
ALPHARETTA, FULTON COUNTY, GEORGIA

EAL:



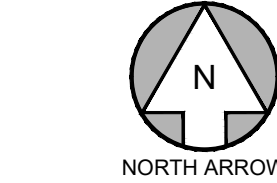
DESIGN TEAM:

DRAWN BY:	MAT
DESIGNED BY:	MAT
REVIEWED BY:	MSL



Know what's **below**.
Call before you dig

SCALE & NORTH ARROW:



DB #:	261001
DATE:	JULY 3, 2019

SITE PLAN

C-3.0







CITIZEN PARTICIPATION FORM - PART B

This form must be completed and submitted to the City of Alpharetta Community Development Department a minimum of twenty (20) working days prior to the scheduled Public Hearing. Failure to do so will result in cancellation of the scheduled hearing.

Public Hearing or Project Name: 6055 NORTH POINT PKWY and 10800 HAYNES BRIDGE RD

Contact Name: KATHRYN M. ZICKERT Telephone: (404) 815-3500

Please describe comments and concerns provided by any and all individuals contacted as part of the the Citizen Participation Program. If any individuals provided written correspondence, please attach copies of same to this report.

NOTHING AT THIS TIME

Method by which these individuals were contacted. Please mark all that apply. *Please provide samples of any and all written communications used to provide notification.*

- | | |
|--|--|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other <i>(Please Specify)</i> _____ |

Attach a list of people who have been notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified.

SEE LETTER AND MAILING LIST ATTACHED

I, the undersigned, as an authorized representative of the applicant and Public Hearing item identified above, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Citizen Participation Form - Part B and in any and all documents provided in support of this report are true and accurate. I further understand that any false statements provided by representatives of the applicant as part of this report may result in penalties up to and including denial of the subject application.

Signature of Authorized Agent: Kathryn M Zickert Date: 7-10-2019

Print Form

Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Main: 404 815-3500
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

J. Alexander Brock
Direct Tel: 404-815-3603
Direct Fax: 404-685-6903
jabrock@sgrlaw.com

July 9, 2019

Re: 6055 North Point Parkway, Atlanta, Georgia
10800 Haynes Bridge Rd, Atlanta, Georgia
Master Plan Amendment and Variance Applications

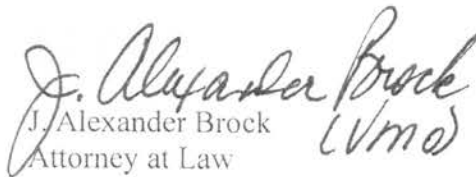
Dear Neighbors:

You are receiving this notification because you are an owner of property located within 500 feet of the above-referenced property. The Geyer Morris Company has submitted an Application to the City of Alpharetta for a Master Plan amendment to allow mixed use service retail, entertainment retail, office and restaurant, as well as an Application for one variance, to allow redevelopment of a 3.82 acre tract in the northeast quadrant of Haynes Bridge and Northpoint Parkway.

I write to inform you of the pending Applications and of the Community Zoning meeting on Wednesday, July 10, 2019, at 6:00 p.m., Planning Commission meeting on Thursday, August 1, 2019, at 6:30 p.m., and the City Council meeting on Monday, August 26, 2019, at 6:30 p.m. All meeting will take place at Alpharetta City Hall, Council Chambers, 2 Park Plaza, Alpharetta, Georgia.

Should you have any questions regarding this application, please feel free to contact me.

Sincerely,


J. Alexander Brock
Attorney at Law

JAB/vmo



Atlanta | Austin | Jacksonville | London | Los Angeles | Miami | Munich | New York | Southampton | Washington, D.C.

VILLAGE CREATIVE LABS PARTNERS L P
VILLAGE CREATIVE
940 EMMETT AVE STE 200
BELMONT CA 94002

DAYTON HUDSON CORP
C/O TARGET CORPORATION T-0970
P.O. BOX 9456
ATTN: TAX DEPT
MINNEAPOLIS, MN 55440-9456

NPMC RETAIL LC
2100 MC KINNEY AVE, SUITE 700
DALLAS, TX 75201
11

HUMMINGBIRD ALPH LLC
11540 US HWY 92 EAST
SEFFNER, FL 33584

ASHLEY REAL ESTATE LLC
1 ASHLEY WAY
ARCADIA, WI 54612

CH RETAIL FUND I ATLANTA STONE
WALK LLC
3520 PIEDMONT RD, SUITE 410
ATLANTA, GA 30305

10885 HAYNES BRIDGE ROAD LLC
430 PLASUITERS AVE NE, NO. 100
ATLANTA, GA 30324-3912

NEUSE INCORPORATED
P O BOX 27131
RALEIGH, NC 27611-7131

GM NORTH POINT LLC
3060 PEACHTREE RD, SUITE 1050
ATLANTA, GA 30305

VILLAGE CREATIVE LABS PARTNERS L P
940 EMMETT AVE, SUITE 200
BELMONT, CA 94002

ANSLEY INVESTMENT PARTNERS LP,
C/O RYAN LLC
P.O. BOX 460169
HOUSTON, TX 77056

D & D INVESTMENT ASSOCIATES LLLP
4030 JOHNS CREEK PKWY
SUWANEE, GA 30024

BRE LQ PROPERTIES LLC
909 HIDDEN RIDGE, NO. 600
IRVING, TX 75038

BRI 1870 NORTH POINT LLC
1140 E HALLANDALE BEACH BLVD
HALLANDALE, FL 33009

GGP NORTH POINT INC
222 MERCHANDISE MART PLZ
P.O. BOX 3487
CHICAGO, IL 60654-3487

BP NORTH POINT LLC
ATTN: PROPERTY TAX DEPT
5200 BUFFINGTON RD
ATLANTA, GA 30349

ALAN B. AND ELAINE S. KOLODKIN
3530 PIEDMONT RD, NO. PH2
ATLANTA, GA 30305

ORLANDO BK ONE ASSOCIATES LP
RIPON MAIN ASSOCIATES LP
940 EMMETT AVE, SUITE 200
BELMONT, CA 94002-3864

CITY OF ALPHARETTA

FOR OFFICE USE ONLY

PUBLIC HEARING APPLICATION

Case #: _____

☐ Fee Paid Initial: _____

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

1. This page should be the first page in each of your completed application packets.
2. It is preferred that all responses be typed. Illegible applications will not be accepted.
3. Prior to signing and submitting your application, please check all information supplied on the following pages to ensure that all responses are complete and accurate. Incomplete applications will not be accepted.
4. Payment of all applicable fees must be made at the time of application. Payment may be made via cash, credit card (American Express, Master Card or Visa), or check made payable to "City of Alpharetta."
5. Applications will be accepted only on the designated submittal dates between the hours of 8:30 AM and 3:30 PM.
6. If you have any questions regarding this form, please contact the Community Development Department by calling 678-297-6070.

Contact Information:

Contact Name: CAMERON GROGAN

Telephone: 404-941-2370

Address: 3060 PEACHTREE RD NW

Suite: 1050

City: ATLANTA

State: GA

Zip: 30305

Fax: N/A

Mobile Tel: 404-548-7128

Email: CGROGAN@GEYERMORRIS.COM

Subject Property Information:

Address: 6055 NORTH POINT PKWY AND 10800 HAYNES BRIDGE ROAD

Current Zoning: PSC

District: 1

Section: 2

Land Lot: 754,755

Parcel ID: 12 273007550195 AND 12 273007550203

Proposed Zoning: _____

Current Use: NORTH POINT BUSINESS CENTER MASTER (MP-91-07 POD 2)

This Application For (Check All That Apply):☐ Conditional Use☐ Rezoning☐ Variance☐ Comprehensive Plan Amendment☒ Master Plan Amendment☐ Master Plan Review☐ Public Hearing☐ Other (Specify): _____☐ Exception

*Promenade, Suite 3100
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592
Tel: 404 815-3500
www.sgrlaw.com*

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys At Law

*Kathryn M. Zickert
Direct Tel: (404) 815-3704
Direct Fax: (404) 685-7004
kzickert@sgrlaw.com*

July 3, 2019

Ms. Kathi Cook, Director
Community Development
City of Alpharetta
287 South Main Street
Alpharetta, Georgia 30004

Re: Application of Geyer Morris Company to amend Master Plan 91-7, approved December 13, 1991, and to secure one variance to allow redevelopment of a 3.82 acre tract in the northeast quadrant of Haynes Bridge and Northpoint Parkway, Land Lots 754 and 755, 1st District, 2nd Section, Fulton County, Georgia

Dear Ms. Cook:

Please accept this letter as the Letter of Intent for the above-referenced Application.

As you know, I represent Geyer Morris Company (“GMC”) in its effort to begin redevelopment of this tract for a new restaurant-anchored shopping center in compliance with the North Point Livable Centers Initiative (“LCI”). Its proposal is to add 25,480 square feet of service retail and restaurant space. The vacant Ruby Tuesday and Spice Brick Oven restaurants, with a combined square footage of 12,495 square feet, will be razed; and the new center, with three separate buildings all joined by walkways, parks and a new segment of the Multi-Use Trail, will replace them. The new center will be contained in three buildings pulled up to North Point Parkway and Haynes Bridge with all parking placed behind them. A Site Plan by LeCraw Engineering which generally reflects these intentions is attached and is dated July 3, 2019.

The proposed change will continue to create the “vision” for a revived North Point Parkway as contemplated by the 2018 North Point Livable Centers Initiative. It will not only create buildings which actively engage the parkway and Haynes Bridge; it will also connect them via an 18,750 square foot pocket park at the intersection of Haynes Bridge and North Point Parkway, and a 10,544 square foot multi-use trail along all street frontages. The frontage



Ms. Kathi Cook, Director

July 3, 2019

Page 3

stated intent of the North Point Activity Center which is to “preserve the North Point area as a regional destination for shopping, jobs and entertainment, and enhance the area with improvements and new development that supports a walkable and vibrant community destination with places to shop, work, entertain and live.” In addition, the Proposed Development creates a walkable community through its proposed pedestrian and bike trails in the development to the Big Creek Greenway. In fact, one of the expressly stated goals of development in the North Point Activity Center is to create “a pedestrian-friendly environment by adding sidewalks and supporting bicycle use with infrastructure that makes biking safe and convenient.” Finally, this proposal also takes advantage of existing surface parking lots, screens them, and considerably enhances their appearance.

The Applicant also has fully met or exceeded the requirements of the LCI. Only 15% of a site is required to be open space: 10% civic and 5% amenities. The amenity space in the proposed plan is 10,432 square feet; only 8,302 square feet is required. The civic space required is 16,604 square feet; 30,357 square feet is provided. In total, open space is 23.9% of the site.

The same is true with regard to EcoDistrict points. Only 7 are required. At least 10 are contemplated:

Enhanced bicycle amenities (racks, service area and storage)	2 points
Alternative transportation (van pool, uber, and on site trail)	2 points
Additional landscaped civic space over minimum required	5 points
Drought tolerant landscaping	1 point

It is conceivable that more may be provided in the form of building efficiencies.

This plan also is beneficial to the city in terms of potential traffic generation. If developed as contemplated by the 1991 Master Plan, 1,067,040 square feet of office space¹ would generate 11,769 vehicle trips per day, 1,665 trips in the AM peak hour, and 1,590 trips in the PM peak hour. In contrast, the proposed 9,380 square feet of sit-down restaurant², along with the 16,100 square feet of specialty retail³ would generate 1,906 vehicle trips per day, 235 trips in the AM peak hour, and 254 trips in the PM peak hour. The proposed development will be a drastic reduction in the number of potential trips generated.

It is the position of the Applicant that the Alpharetta Zoning Ordinance, in limiting the uses of the property as it currently exists and with existing conditions is unconstitutional in that

¹ Institute of Transportation Engineers (ITE) Trip Generation Manual (Ninth Edition) (Land Use Category 710)

² ITE Trip Generation Manual (Ninth Edition) (Land Use Category 932)

³ ITE Trip Generation Manual (Ninth Edition) (Land Use Category 826)

Ms. Kathi Cook, Director

July 3, 2019

Page 2

along North Point Parkway will include the requisite 12' sidewalk and 10' planter and continue the streetscape improvements the Parkway needs. Perhaps what is most exciting about the plan, however, is that GMC is also willing to provide a pedestrian and bicycle trail, with required planters, to connect the new Point Park at the mall to Haynes Bridge and then to North Point Parkway. Ultimately, this connection will open up a direct trail from Point Park to the Big Creek Greenway southeast of the site. And the impact dollars from this redevelopment will facilitate the completion of that trail off site. Thus, the long-sought-after connection between the Alpha Loop and the Greenway is emerging.

This property is currently zoned PCP, which allows the proposed use. However, like most of the North Point corridor originally developed in the 90's the PCP zoning was approved by way of a North Point Business Center Master Plan for 319 acres (MP 91-07). That Master Plan, which dealt with the "horseshoe" of properties around the Mall, including the shopping centers across from it on North Point Parkway and a large part of the Greenway itself; contained 11 distinct "pods". Pod 2, in which this property is located, applied to 17.2 acres on which the current vacant restaurants are located, as well as the restaurants on the south side of North Point Drive. Pod 2 also includes the Point Park between this development and the Mall to the northwest. Pod 2 was primarily to contain high-rise (20 story) offices at a density of 38,000 square feet per acre. As a matter of right, 1,067,040 square feet of office space is allowed. Pod 2 also allowed freestanding restaurants, including those with drive-through windows; public or private clinics, financial institutions and hotels/motels.

Two approvals are required here:

1. An amendment to MP 91-07 to allow service-oriented retail; and
2. A concurrent variance to allow the parking area to exceed building footprint space [UDO § 2.10.6] by 3888 square feet.

In the mid-2000's, the City of Alpharetta conducted its first LCI review of the North Point Area which contemplated a mix of commercial, office and residential uses. Although some office development followed, the area remains predominantly commercial with 3.5 million square feet of commercial space and attendant extensive surface parking lots. In 2017, the City re-evaluated the southern half of the LCI area on both sides of North Point Parkway from Mansell Road to Kimball Bridge. Prime among the goals recommended for the area included infilling the large surface parking lots on the corridor, which create a "unique development opportunity". It also identified three Tier 1 priority areas for redevelopment, one of which includes most of Pod 2. (These properties actually directly adjoin Tier 1, priority area 3.)

The City of Alpharetta's 2035 Comprehensive Plan ("Comp Plan") lists the Subject Property within the North Point Activity Center and as a Mixed Use character area on the Future Land Use Map. The North Point LCI and a Mixed Use character area also allow the PCP zoning district and proposed uses. The Proposed Development falls nicely within the

Ms. Kathi Cook, Director

July 3, 2019

Page 4

it destroys the marketability of the property and renders the property exceptionally less valuable, and such zoning therefore constitutes a taking of property without just and adequate compensation and without due process of law in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States, as well as Article 1, Section 1, Paragraph 1; Article 1, Section 3, Paragraph 1(a); and Article 3, Section 6, Paragraph 2 of the Constitution of the State of Georgia (1983). To zone this property to any intervening category which is less than requested is unconstitutional, renders the property unusable and constitutes the taking of Applicant's property without just and adequate compensation and without due process of law in violation of the provisions of the United States and Georgia Constitutions cited in this paragraph. The same effect would be had by imposing conditions in restraint of trade, or onerous, burdensome, unconstitutional, or unnecessary conditions on the property. The denial of this request would bear no reasonable relation to the health, safety, morals or welfare of the citizens.

The Applicant respectfully requests that the Alpharetta City Council grant the requested amendment to the Master Plan and the variance as submitted. As customary, we very much look forward to working with you and your staff.

Sincerely,



Kathryn M. Zickert
Attorney at Law

KMZ/vmo

cc: Mr. Cameron Grogan

Attachments

[illegible]

<u>CIVIC SPACE</u>	
	POCKET PARK AREA = 18,750 SF (0.43-ACRES)
	MULTI-USE TRAIL AREA = 10,544 SF (0.24-ACRES)
TOTAL CIVIC SPACE = 29,294 SF (0.67-ACRES)	
<u>AMENITIES SPACE</u>	
	OUTDOOR DINING AREA = 3,225 SF (0.07-ACRES)
	HARDSCAPE AREAS FOR PUBLIC ENJOYMENT AREA = 7,207 SF (0.16-ACRES)
TOTAL AMENITIES SPACE = 10,432 SF (0.24-ACRES)	
REQUIRED AMENITIES + CIVIC SPACE = 15% PROVIDED AMENITIES + CIVIC SPACE = 39,736 SF (0.91-ACRES) = 23.9% OF GROSS SITE ACREAGE	

KEY NOTES	
①	BIKE RACK. BELSON 4 STATION HI ROLLER
②	BIKE SERVICE STATION. BELSON FIXIT WITH AIR KIT
③	BENCH. BELSON HERITAGE RECYCLED PLASTIC, BACKLESS
④	BUS SHELTER. FURNISHED AND INSTALLED BY MUNICIPALITY
⑤	TRASH CONTAINER. BELSON CURVED FLARE TOP
⑥	PEDESTRIAN LIGHT POLE. STREETWORKS CLB-080-D-U55-C-14 HEAD WITH CHESAPEAKE 1" POLE CPR-10-5-2-SF-5-BZ-C
⑦	DISTRICT THRESHOLD. FURNISHED AND INSTALLED BY MUNICIPALITY
⑧	UBER PICK UP WITH SIGN
⑨	ARBOR PROMENADE SPANNING OVER 12' MULTI-USE TRAIL @ 80' C. FURNISHED AND INSTALLED BY MUNICIPALITY
⑩	TIVOLI LIGHTING ANCHOR POINT. TIVOLI LIGHTING TO SPAN BETWEEN BUILDINGS 100 AND 200 IN CRISS-CROSS PATTERN
⑪	LOCKABLE ENCLOSED BICYCLE STORAGE (4 BIKES)
⑫	VAN POOL PICK UP WITH SIGN

GEYER MORRIS COMPANY
ONE BUCKHEAD PLAZA
3060 PEACHTREE ROAD NW, SUITE 1050 - ATLANTA, GA 30305
PROJECT

NORTH POINT II - ALPHARETTA, GA
10800 HAYNES BRIDGE ROAD
LAND LOTS 4 & 755, DISTRICT 1, SECTION 2
ALPHARETTA, FULTON COUNTY, GEORGIA

SEAL:



DESIGN TEAM:

DRAWN BY:	MAT
DESIGNED BY:	MAT
REVIEWED BY:	MSL



Know what's below.
Call before you dig

SCALE & NORTH ARROW:

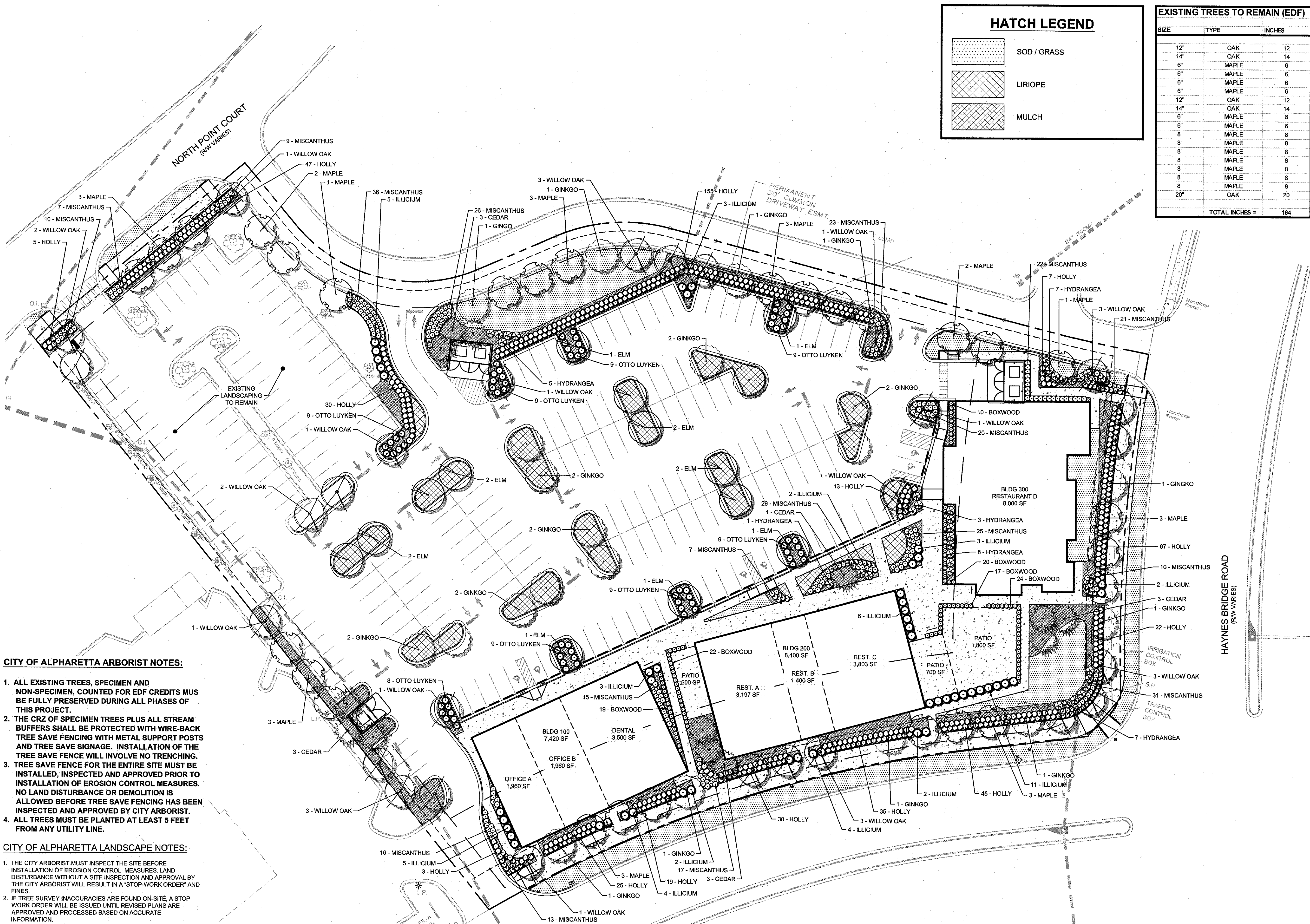


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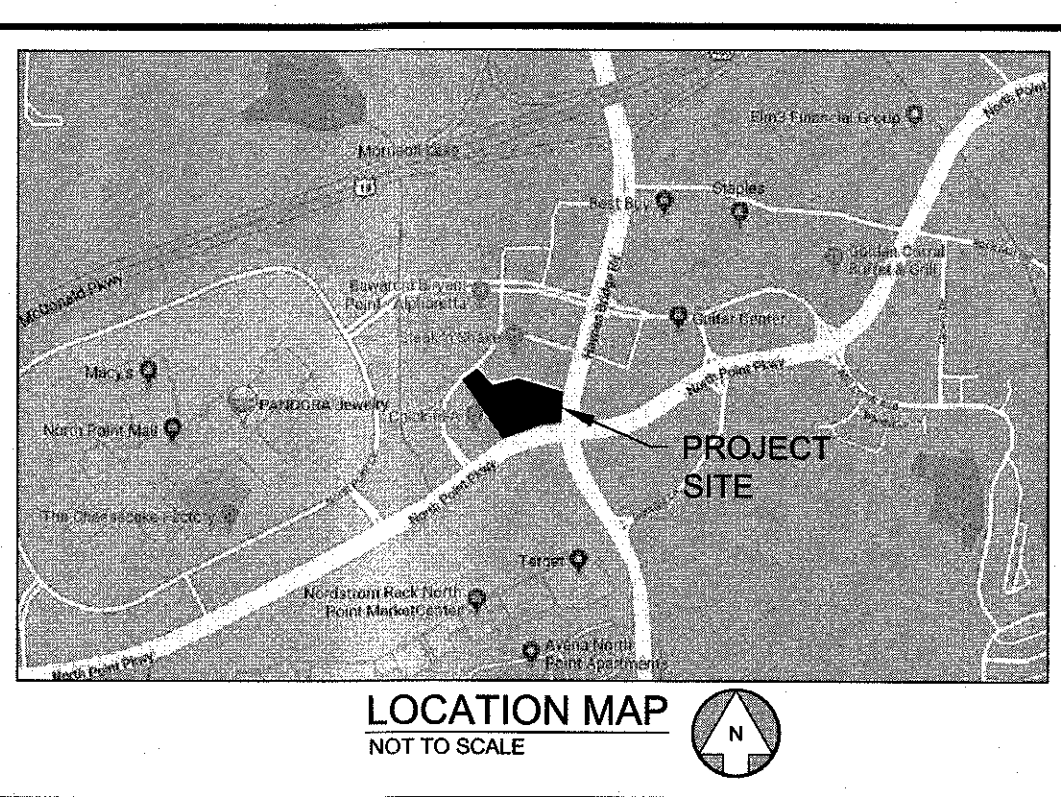
SITE PLAN
C-4.0

Drawing name: L-281001 - Geyer Morris Company - North Point II - Alpharetta, GA\ACADD\CONSTR01\001 - 11 - LANDSCAPE PLAN Jun 03, 2019 11:28am by: michael.bothaker

- CITY OF ALPHARETTA ARBORIST NOTES:**
1. ALL EXISTING TREES, SPECIMEN AND NON-SPECIMEN, COUNTED FOR EDF CREDITS MUST BE FULLY PRESERVED DURING ALL PHASES OF THIS PROJECT.
 2. THE CRZ OF SPECIMEN TREES PLUS ALL STREAM BUFFERS SHALL BE PROTECTED WITH WIRE-BACK TREE SAVE FENCING WITH METAL SUPPORT POSTS AND TREE SAVE SIGNAGE. INSTALLATION OF THE TREE SAVE FENCE WILL INVOLVE NO TRENCHING.
 3. TREE SAVE FENCE FOR THE ENTIRE SITE MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO INSTALLATION OF EROSION CONTROL MEASURES. NO LAND DISTURBANCE OR DEMOLITION IS ALLOWED BEFORE TREE SAVE FENCING HAS BEEN INSPECTED AND APPROVED BY CITY ARBORIST.
 4. ALL TREES MUST BE PLANTED AT LEAST 5 FEET FROM ANY UTILITY LINE.
- CITY OF ALPHARETTA LANDSCAPE NOTES:**
1. THE CITY ARBORIST MUST INSPECT THE SITE BEFORE INSTALLATION OF EROSION CONTROL MEASURES. LAND DISTURBANCE WITHOUT A SITE INSPECTION AND APPROVAL BY THE CITY ARBORIST WILL RESULT IN A "STOP-WORK ORDER" AND FINES.
 2. IF TREE SURVEY INACCURACIES ARE FOUND ON-SITE, A STOP WORK ORDER WILL BE ISSUED UNTIL REVISED PLANS ARE APPROVED AND PROCESSED BASED ON ACCURATE INFORMATION.
 3. THE CITY ARBORIST MUST INSPECT AND APPROVE THE SITE BEFORE THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 4. TREES AGREED UPON TO BE SAVED ARE THE RESPONSIBILITY OF THE OWNER.
 5. A 4" LAYER OF MULCH WILL BE REQUIRED FOR THE CRZ OF SPECIMEN TREES. MULCH MUST BE APPLIED PRIOR TO START OF CONSTRUCTION. MULCH SHALL NOT BE PLACED DIRECTLY AGAINST TREE TRUNKS.
 6. A MINIMUM 2" LAYER OF MULCH WILL BE REQUIRED FOR ALL EXISTING, NON SPECIMEN, LANDSCAPE TREES, INCLUDING STREET TREES AND PARKING LOT TREES. MULCH MUST BE APPLIED PRIOR TO START OF CONSTRUCTION. MULCH SHALL NOT BE PLACED DIRECTLY AGAINST TREE TRUNKS.
 7. ALL NEWLY PLANTED TREES SHALL HAVE VISIBLE ROOT FLARES AT FINISHED GRADE. NO CIRCLING ROOTS SHALL BE ALLOWED ON PLANTED TREES. THE UPPER TWO RINGS OF THE WIRE BASKET, ALL BURLAP, AND STRAPPING SHALL BE CUT AND REMOVED PRIOR TO BACKFILL.
 8. TREES LESS THAN THE CALIPER INCH SHOWN WILL NOT BE ACCEPTED. I.E.: 3 INCH CALIPER TREES MUST BE 3 INCHES OR LARGER.
 9. PLANT HEIGHT MEASUREMENT IS TAKEN AT THE TOP OF THE MAIN BODY OF THE PLANT AND NOT AT THE TIP OF THE TOPMOST GROWTH.
 10. ALL NEWLY PLANTED TREES SHALL BE EQUIVALENT IN QUALITY TO A FLORIDA #1 GRADE OR BETTER. ALL TREES OF LESSER QUALITY SHALL BE REJECTED BY THE CITY ARBORIST.
 11. WATERING BAGS OR A DRIP IRRIGATION SYSTEM WILL BE PROVIDED FOR ALL TREES PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. DURING FIRST YEAR BAGS WILL BE REFILLED WEEKLY BY OWNER AND REFILLED DURING DROUGHTS FOR A MINIMUM OF 3 YEARS AFTER INSTALLATION.
 12. NO TRENCHING ALLOWED IN TREE SAVE AREAS- INCLUDING IRRIGATION.
 13. ALL TREE GUYS AND STAKES SHALL BE REMOVED FROM TREE ONE YEAR AFTER PLANTING OR BEFORE.



EXISTING TREES TO REMAIN (EDF)		
SIZE	TYPE	INCHES
12"	OAK	12
14"	OAK	14
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
12"	OAK	12
14"	OAK	14
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
6"	MAPLE	6
20"	OAK	20
TOTAL INCHES =		164



SITE SUMMARY	
SITE AREA	
SITE AREA:	3.82 ACRES (166,048 S.F.)
IMPERVIOUS AREA:	— SF (— %)
PERVIOUS AREA:	— SF (— %)
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF ALPHARETTA
ZONING:	PSC (NORTH POINT LCI)
ADJACENT ZONING:	PSC (NORTH POINT LCI)
BUILDING SETBACKS	
FRONT:	20' MIN / 100' MAX (TYPE A CORRIDOR)
	10' MIN / 60' MAX (TYPE B CORRIDOR)
SIDE:	15'
REAR:	15'
BUILDING SUMMARY	
BUILDING AREA:	23,820 S.F.
BUILDING COVERAGE:	14.3%
PARKING SUMMARY	
PARKING REQ.:	RESTAURANT 1 SPACE / 100 S.F.
	MEDICAL / RETAIL 1 SPACE / 200 S.F.
	202 SPACES
PARKING PROV.:	8.46 SPACES / 1,000 S.F.
	202 SPACES
1 BIKE SPACE REQUIRED / 25 VEHICLE SPACES	
STANDARD STALL DIMENSIONS:	9' x 19'
MIN. DRIVE WIDTH:	22'

ORDINANCE REQUIREMENTS	
SITE DENSITY REQUIREMENT: 3.82 ACRES	
TE DENSITY FACTOR (SDF) = 130 INCHES/ACRE	496.60
EXISTING DENSITY FACTOR (EDF) =	164.00
REPLACEMENT DENSITY FACTOR (RDF) =	332.60
3" TREE = 0.5 UNITS	
4" TREE = 0.6 UNITS	
5" TREE = 0.7 UNITS	
LANDSCAPE STRIP REQUIREMENTS:	
NORTH POINT PARKWAY (365' OF FRONTAGE)	(20' WIDE)
1 TREE/25 LINEAR FEET =	15 TREES
DOUBLE ROW OF EVERGREEN SHRUBS	
HAYNES BRIDGE ROAD (215' OF FRONTAGE)	(20' WIDE)
1 TREE/25 LINEAR FEET =	9 TREES
DOUBLE ROW OF EVERGREEN SHRUBS	
NORTH POINT COURT (120' OF FRONTAGE)	(5' WIDE)
1 TREE/25 LINEAR FEET =	5 TREES
NORTHERN PROPERTY LINE (520' OF FRONTAGE)	(5' WIDE)
1 TREE/50 LINEAR FEET =	21 TREES
WESTERN PROPERTY LINE (360' OF FRONTAGE)	(5' WIDE)
1 TREE/50 LINEAR FEET =	15 TREES
PARKING LOT REQUIREMENTS:	
MINIMUM 200 S.F. AREA FOR CANOPY TREES	
100 S.F. FOR EACH ADDITIONAL	
PARKING ISLAND EVERY 72 LINEAR FEET OF PARKING	

PLANT LIST											
TREES:	BOTANICAL NAME	COMMON NAME	QUANTITY	MIN. SIZE	SPACING	TREE TYPE	INCHES/TREE	GENUS %	INCHES	COMMENTS	
(AA)	Acer rubrum 'Armstrong'	Armstrong Red Maple	27	4" CAL.	20' O.C.	DECIDUOUS CANOPY	4	26.21%	108	6' CLEAR BELOW CANOPY	
(CD)	Cedrus deodara	Deodar Cedar	13	2" CAL.	12' O.C.	EVERGREEN CANOPY	2	12.62%	26	UPRIGHT HABIT	
(GB)	Ginkgo Biloba	Ginkgo/Maidenhair Tree	22	3" CAL.	20' O.C.	DECIDUOUS CANOPY	3	21.36%	66	6' CLEAR BELOW CANOPY	
(QP)	Quercus phellos	Willow Oak	28	3" CAL.	20' O.C.	DECIDUOUS CANOPY	3	27.18%	84	6' CLEAR BELOW CANOPY	
(UP)	Ulmus parvifolia 'Allee'	Allee Elm	13	4" CAL.	20' O.C.	DECIDUOUS CANOPY	4	12.62%	52	6' CLEAR BELOW CANOPY	
TOTAL NUMBER OF TREES:			103	REPLACEMENT UNITS PROVIDED:						336	
SHRUBS/HERBACEOUS ORNAMENTALS:											
(BS)	Buxus sempervirens	America Boxwood	112	3 GAL.	30" O.C.	24" TALL AT TIME OF PLANTING					
(D)	Ilex cornuta 'Dw arf Burford'	Dw arf Burford Holly	503	3 GAL.	3' O.C.						
(HY)	Hydrangea quercifolia	Oakleaf Hydrangea	33	3 GAL.	5' O.C.						
(P)	Illicium parviflorum	Anise	50	5 GAL.	5' O.C.						
(MC)	Muhlenbergia capillaris	Pink Muhly Grass	337	1 GAL.	30" O.C.						
(PL)	Prunus laurocerasus 'Otto Luyken'	Otto Luyken Laurel	71	3 GAL.	3' O.C.						
TOTAL NUMBER OF SHRUBS:			1106								
GROUNDCOVERS/VINES/PERENNIALS:											
(SOD)	Cynodon dactylon 'TifSport'	TifSport Bermuda Grass	12,500 S.F.								
(ML)	Mulch	Brown n Hardwood Mulch	20,000 S.F.								
(LB)	Liriope muscari 'Big Blue'	Big Blue Liriope	2,500	4" POTS	NOTE: ALL QUANTITIES ARE FOR A GENERAL GUIDE ONLY. CONTRACTOR SHALL CONFIRM ALL QUANTITIES PRIOR TO BIDDING AND INSTALLATION. LECRAW ENGINEERING, INC. SHALL TAKE NO RESPONSIBILITY FOR THE ACCURACY OF THE QUANTITIES PROVIDED.						

LECRAW ENGINEERING
© 2019 LECRAW ENGINEERING, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE: 770.441.0280
FAX: 770.441.0288
WWW.LECRAWENGINEERING.COM
PEF003768

PREPARED BY	CHECKED BY
DATE	DATE
REV. #	DATE

CLIENT
GEYER MORRIS COMPANY
ONE BUCKHEAD PLAZA
3060 PEACHTREE ROAD NW - SUITE 1050 - ATLANTA, GA 30305
PROJECT
NORTH POINT II - ALPHARETTA, GA
10800 HAYNES BRIDGE ROAD
LAND LOT 754 & 755, DISTRICT 1, SECTION 2
ALPHARETTA, FULTON COUNTY, GEORGIA

SEAL:

DESIGN TEAM:
DRAWN BY: MAT
DESIGNED BY: MAT
REVIEWED BY: MSL

811
Know what's below.
Call before you dig.
SCALE & NORTH ARROW:

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Alpha Land Partners, LLC, Orlando BK One Associates, LLC and Alpha Regions Partners, LLC

Telephone: 415-227-2215

Address: 940 Emmett Avenue

Suite: 200

City Belmont

State: CA

Zip: 94002

Authorization:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Application for Public Hearing before the City of Alpharetta, Georgia.

As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Public Hearing in request of the items indicated below.

☐ Annexation☐ Special Use☐ Rezoning☐ Conditional Use☐ Variance☒ Master Plan☐ Land Use Application☐ OtherIdentify Authorized Applicant:

Name of Authorized Applicant: GEYER MORRIS COMPANY

Telephone: 404-941-2370

Address:

Suite:

City ATLANTA

State: GA

Zip: 30305

So Sworn and Attested:

Owner Signature:

(see attached signature page)

Date:

6/6/19

Notary:

Notary Signature:

(see attached notary page)

Date:

6/6/19

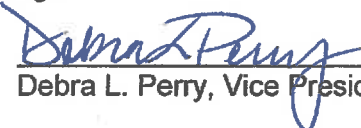
**CITY OF ALPHARETTA – PUBLIC HEARING APPLICATION
PROPERTY OWNER AUTHORIZATION
SIGNATURE PAGE FOR OWNER**

Alpha Land Partners, LLC,
a Georgia limited liability company

**Owner of 6055 North Point Parkway,
Alpharetta, GA**

By: VPDC 2015, LLC,
a Delaware limited liability company,
its manager

By: VPD-EX, LLC,
a Delaware limited liability company,
its manager

By: 
Debra L. Perry, Vice President

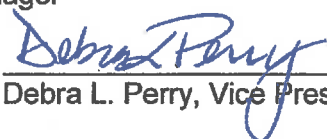
Date: 6/6/19

Orlando BK One Associates, LLC,
a Florida limited liability company

**84.9% Owner of 10800 Haynes Bridge Rd,
Alpharetta, GA**

By: VPDC 2015, LLC,
a Delaware limited liability company,
its manager

By: VPD-EX, LLC,
a Delaware limited liability company,
its manager

By: 
Debra L. Perry, Vice President

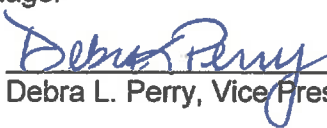
Date: 6/6/19

Alpha Regions Partners, LLC,
a Georgia limited liability company

**15.1% Owner of 10800 Haynes Bridge Rd,
Alpharetta, GA**

By: VPDC 2015, LLC,
a Delaware limited liability company,
its manager

By: VPD-EX, LLC,
Delaware limited liability company,
its manager

By: 
Debra L. Perry, Vice President

Date: 6/6/19

[NOTARY PAGE ATTACHED HERETO]

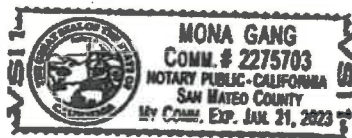
CITY OF ALPHARETTA – PUBLIC HEARING APPLICATION
PROPERTY OWNER AUTHORIZATION
SIGNATURE PAGE FOR OWNER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
 §
COUNTY OF SAN MATEO §

Subscribed and sworn to (or affirmed) before me on this 6th day of June, 2019, by Debra L. Perry, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature Mona Gang

DISCLOSURE FORM

The Official Code of Georgia Annotated requires disclosure of campaign contributions to government officials by an applicant or opponent of a rezoning or public hearing petition (O.C.G.A. 36-67 A-1).

Applicants must file this form with the City of Alpharetta Community Development Department within ten (10) days after filing for rezoning or public hearing. Opponents to a rezoning or public hearing petition must file this form five (5) days prior to the Planning Commission meeting at which the subject rezoning or public hearing petition is scheduled to be heard.

Name of Applicant or Opponent: **GEYER MORRIS COMPANY**

Subject Public Hearing Case: **10800 HAYNES BRIDE RD AND 6055 NORTH POINT PKWY**

Campaign Contribution Information:

Please provide the requested information for each contribution with a dollar amount or value of \$250 or more made within the past two (2) years to an Alpharetta Official by the individual identified above. Please use a separate form for each Alpharetta Official to whom such a contribution as been made.

If the individual identified above has made no such contributions to an Alpharetta Official within the past two (2) years, please indicate this by entering "N/A" on the appropriate lines below.

Name of Official: _____ Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

I do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Disclosure Form is true and accurate and that I have disclosed herein any and all campaign contributions made to an Official of the City of Alpharetta, Georgia in accordance with O.C.G.A. 36-67 A-1.

Signature:  _____

Date: 6/6/19

LEGAL DESCRIPTION – JOE'S CRAB SHACK

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 754 and 755 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point on the west right-of-way line of Haynes Bridge Road, having a varying right-of-way, said point also being the beginning of a chamfer to the north right-of-way line of North Point Parkway, having a varying right-of-way, and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence southwesterly along said north right-of-way line of North Point Parkway the following courses and distances: South 40 degrees 28 minutes 03 seconds West, a distance of 29.35 feet; South 83 degrees 16 minutes 29 seconds West, a distance of 67.69 feet and along the arc of a curve to the left (which has a radius of 710.00 feet, a central angle of 09 degrees 37 minutes 38 seconds and a chord distance of 119.16 feet, along a bearing of South 78 degrees 27 minutes 40 seconds West), an arc distance of 119.30 feet to a point; thence, leave said North Point Parkway right-of-way line and run North 16 degrees 21 minutes 09 seconds West, a distance of 74.53 feet to a point; run thence North 38 degrees 46 minutes 41 seconds West a distance of 282.35 feet to a point, said point being located on the centerline of a 30 foot permanent common driveway easement; run thence northeasterly along the centerline of said 30 foot easement the following courses and distances: along the arc of a curve to the left (which has a radius of 90.00 feet, a central angle of 19 degrees 27 minutes 05 seconds and a chord distance of 30.41 feet, along a bearing of North 76 degrees 12 minutes 20 seconds East), an arc distance of 30.55 feet; North 66 degrees 28 minutes 48 seconds East, a distance of 48.66 feet; along the arc of a curve to the right (which has a radius of 100.00 feet, a central angle of 38 degrees 36 minutes 33 seconds and a chord distance of 66.12 feet, along a bearing of North 85 degrees 47 minutes 04 seconds East), an arc distance of 67.39 feet; South 74 degrees 54 minutes 39 seconds East a distance of 199.94 feet, and along the arc of a curve to the left (which has a radius of 1,250.00 feet, a central angle of 03 degrees 55 minutes 13 seconds and a chord distance of 85.51 feet, along a bearing of South 76 degrees 52 minutes 16 seconds East), an arc distance of 85.53 feet to a point, said point being located on the westerly right-of-way line of the aforementioned Haynes Bridge Road; thence, leave the centerline of said 30 foot common driveway easement and run southwesterly along said Haynes Bridge Road right-of-way line along the arc of a curve to the left (which has a radius of 915.00 feet, a central angle of 12 degrees 26 minutes 09 seconds and a chord distance of 198.21 feet, along a bearing of South 04 degrees 30 minutes 17 seconds West), an arc distance of 198.60 feet to a point, and THE TRUE POINT OF BEGINNING.

Said tract of land being comprised of 82,718 square feet or 1.899 acres, more or less.

LEGAL DESCRIPTION – RUBY TUESDAY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 754 and 755 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point on the west right-of-way line of Haynes Bridge Road, having a varying right-of-way, said point also being the beginning of a chamfer to the north right-of-way line of North Point Parkway, having a varying right-of-way; run thence southwesterly along said north right-of-way line of North Point Parkway the following courses and distances: South 40 degrees 28 minutes 03 seconds West, a distance of 29.35 feet; South 83 degrees 16 minutes 29 seconds West, a distance of 67.69 feet and along the arc of a curve to the left (which has a radius of 710.00 feet, a central angle of 09 degrees 37 minutes 38 seconds and a chord distance of 119.16 feet, along a bearing of South 78 degrees 27 minutes 40 seconds West), an arc distance of 119.30 feet to a point, and THE TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence southwesterly along said North Point Parkway along the arc of a curve to the left (which has a radius of 710.00 feet, a central angle of 14 degrees 11 minutes 00 seconds and a chord distance of 175.31 feet, along a bearing of South 66 degrees 33 minutes 21 seconds West), an arc distance of 175.76 feet to a point; thence, leave said North Point Parkway right-of-way line and run North 38 degrees 46 minutes 41 seconds West, a distance of 419.28 feet to a point, said point being located on the southeast right-of-way line of North Point Court, having a varying right-of-way; run thence northeasterly along said North Point Court right-of-way line along the arc of a curve to the right (which has a radius of 260.00 feet, a central angle of 07 degrees 01 minutes 19 seconds and a chord distance of 31.84 feet, along a bearing of North 46 degrees 46 minutes 25 seconds East), an arc distance of 31.86 feet to a point, run thence North 50 degrees 17 minutes 04 seconds East, a distance of 126.27 feet to a point, said point being located on the centerline of a 30 foot permanent common driveway easement; thence, leave said North Point Court right-of-way line and run southeasterly along the centerline of said 30 foot common driveway easement South 39 degrees 42 minutes 56 seconds East, a distance of 46.43 feet to a point; run thence along the arc of a curve to the left (which has a radius of 90.00 feet, a central angle of 54 degrees 21 minutes 11 seconds and a chord distance of 82.21 feet, along a bearing of South 66 degrees 53 minutes 31 seconds East), an arc distance of 85.38 feet; to a point; run thence South 38 degrees 46 minutes 41 seconds East, a distance of 282.35 feet to a point; run thence South 16 degrees 21 minutes 09 seconds East a distance of 74.53 feet to a point, and THE TRUE POINT OF BEGINNING.

Said tract of land being comprised of 83,330 square feet or 1.913 acres, more or less.

LEGAL DESCRIPTION – COMPOSITE

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 754 and 755 of the 1st District, 2nd Section, City of Alpharetta, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point on the west right-of-way line of Haynes Bridge Road, having a varying right-of-way, said point also being the beginning of a chamfer to the north right-of-way line of North Point Parkway, having a varying right-of-way, and the TRUE POINT OF BEGINNING. From said TRUE POINT OF BEGINNING AS THUS ESTABLISHED, run thence southwesterly along the north right-of-way line of North Point Parkway the following courses and distances: South 40 degrees 28 minutes 03 seconds West, a distance of 29.35 feet; South 83 degrees 16 minutes 29 seconds West, a distance of 67.69 feet and along the arc of a curve to the left (which has a radius of 710.00 feet, a central angle of 09 degrees 37 minutes 38 seconds and a chord distance of 119.16 feet, along a bearing of South 78 degrees 27 minutes 40 seconds West), an arc distance of 119.30 feet to a point; run thence southwesterly along said North Point Parkway along the arc of a curve to the left (which has a radius of 710.00 feet, a central angle of 14 degrees 11 minutes 00 seconds and a chord distance of 175.31 feet, along a bearing of South 66 degrees 33 minutes 21 seconds West), an arc distance of 175.76 feet to a point; thence; leave said North Point Parkway right-of-way line and run North 38 degrees 46 minutes 41 seconds West, a distance of 419.28 feet to a point, said point being located on the south right-of-way line of North Point Court, having a varying right-of-way; run thence northeasterly along said North Point Court right-of-way line along the arc of a curve to the right (which has a radius of 260.00 feet, a central angle of 07 degrees 01 minutes 19 seconds and a chord distance of 31.84 feet, along a bearing of North 46 degrees 46 minutes 25 seconds East), an arc distance of 31.86 feet; to a point, run thence North 50 degrees 17 minutes 04 seconds East, a distance of 126.27 feet to a point, said point being located on the centerline of a 30 foot permanent common driveway easement; thence, leave said North Point Court right-of-way line and run southeasterly along the centerline of said 30 foot common driveway easement the following courses and distances: South 39 degrees 42 minutes 56 seconds East, a distance of 46.43 feet; along the arc of a curve to the left (which has a radius of 90.00 feet, a central angle of 54 degrees 21 minutes 11 seconds and a chord distance of 82.21 feet, along a bearing of South 66 degrees 53 minutes 31 seconds East), an arc distance of 85.38 feet; along the arc of a curve to the left (which has a radius of 90.00 feet, a central angle of 19 degrees 27 minutes 05 seconds and a chord distance of 30.41 feet, along a bearing of North 76 degrees 12 minutes 20 seconds East), an arc distance of 30.55 feet; North 66 degrees 28 minutes 48 seconds East, a distance of 48.66 feet; along the arc of a curve to the right (which has a radius of 100.00 feet, a central angle of 38 degrees 36 minutes 33 seconds and a chord distance of 66.12 feet, along a bearing of North 85 degrees 47 minutes 04 seconds East), an arc distance of 67.39 feet; South 74 degrees 54 minutes 39 seconds East a distance of 199.94 feet, and along the arc of a curve to the left (which has a radius of 1,250.00 feet, a central angle of 03 degrees 55 minutes 13 seconds and a chord distance of 85.51 feet, along a bearing of South 76 degrees 52 minutes 16 seconds East), an arc distance of 85.53 feet to a point, said point being located on the westerly right-of-way line of the aforementioned Haynes Bridge Road; thence, leave the centerline of said 30 foot common driveway easement

and run southwesterly along said Haynes Bridge Road right-of-way line along the arc of a curve to the left (which has a radius of 915.00 feet, a central angle of 12 degrees 26 minutes 09 seconds and a chord distance of 198.21 feet, along a bearing of South 04 degrees 30 minutes 17 seconds West), an arc distance of 198.60 feet to a point, and THE TRUE POINT OF BEGINNING.

Said tract of land being comprised of 166,048 square feet or 3.812 acres, more or less.

APPLICANT REQUEST AND INTENT

What is the proposed use(s) of the property?

MIXED USE RETAIL
RESTAURANT
SERVICE

Applicant's Request (Please itemize the proposal):

AMEND THE MASTER PLAN TO INCLUDE THE FOLLOWING AS PERMITTED USES

- BARBER SHOP/BEAUTY SHOP
- SPA SERVICES
- MIXED USE RETAIL

Applicant's Intent *(Please describe what the proposal would facilitate).*

THIS SITE FALLS WITHIN THE THE NORTH POINT ACTIVITY CENTER IN THE CITY OF ALPHARETTA'S 2035 COMPREHENSIVE PLAN. THE ADDITION OF RETAIL AND BEAUTY/SPA SERVICES ARE COMPATIBLE WITH THE CITY'S GOAL OF PROVIDING A REGIONAL SHOPPING AND ENTERTAINMENT DESTINATION

ALPHARETTA PLANNING COMMISSION REVIEW CRITERIA

How will this proposal be compatible with surrounding properties?

SURROUNDING PROPERTIES ARE ZONED PSC AND ALSO LIE WITHIN THE NORTH POINT ACTIVITY CENTER

How will this proposal affect the use and value of the surrounding properties?

BENEFIT THE USE AND CREATE VALUE OF SURROUNDING PROPERTIES

Can the property be developed for a reasonable economic use as currently zoned? Please explain why or why not.

THIS IS A COMMERCIAL CORRIDOR THAT IS LIMITED TO RESTAURANT AND OFFICE. THE NORTH POINT BUSINESS MASTER PLAN IS FROM 1991 WHEN THE DEVELOPER INTENDED FOR THIS PROPERTY TO BE USED FOR OFFICE. THE PROPERTY HAS NEVER BEEN USED FOR OFFICE, AND IS IN A MIXED USE ENVIRONMENT THAT RESTRICTS MANY USES THAT WOULD BENEFIT ITS USERS

What would be the increase to population and traffic if the proposal were approved?

THE IMPACT ON TRAFFIC WOULD DECREASE WITH THE PROPOSED AMENDMENT. CURRENTLY, RESTAURANT AND OFFICE IS THE ONLY PERMITTED USE. BOTH HAVE A MUCH GREATER TRAFFIC AND PARKING IMPACT THAN MIXED USE RETAIL AND BEAUTY/SPA SERVICE

What would be the impact to schools and utilities if the proposal were approved?

NO IMPACT TO SCHOOLS FROM WHAT IS CURRENTLY PERMITTED. LESS IMPACT ON UTILITIES FOR MIXED USE RETAIL AND BEAUTY/SPA THAN RESTAURANT

How is the proposal consistent with the Alpharetta Comprehensive Plan; particularly the Future Land Use Map?

PER THE ALPHARETTA COMPREHENSIVE PLAN, THIS AREA IS ZONED FOR A MIX OF RESIDENTIAL, OFFICE, COMMERCIAL, AND INDUSTRIAL AND IS ENVISIONED TO EVOLVE AS A COMPACT, WALKABLE MIXED USE CENTER WITH A MIX OF OFFICE, COMMERCIAL, RESIDENTIAL, AND MIXED USE USES. OUR AMENDMENT WOULD BE THE LESS IMPACTFUL OF ALL THE ALLOWED USES, PROMOTE WALKABILITY AND PROVIDE SERVICE AND ENTERTAINMENT FOR NEARBY RESIDENTIAL AND OFFICE

Are there existing or changing conditions which affect the development of the property and support the proposed request?

YES, THE LAND WILL BE REDEVELOPED FOLLOWING THE GUIDELINES SET FORTH FOR THIS AREA IN THE ALPHARETTA COMPREHENSIVE PLAN. THE PLAN IS TO REDEVELOP 2 EXISTING STAND-ALONE RESTAURANTS AND CONSTRUCT NEW BUILDINGS INCLUDING RESTAURANT AND MEDICAL SERVICE. WE FEEL THE PROPOSED PERMITTED USES OF MIXED RETAIL, BEAUTY SHOP AND SPA SERVICES WOULD BENEFIT THE OVERALL DEVELOPMENT

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

BOARD OF ZONING APPEALS REVIEW CRITERIA

Please respond to the following ONLY if you are applying for a zoning variance.

Are there extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography? Please describe them.

The property is already developed. The Applicant has "inherited" a significant number of existing parking spaces.

Would the application of the Zoning Code standards as they relate to the subject property create an unnecessary hardship? Please explain.

Yes. The known prospective tenants require additional parking.

Are there conditions that are peculiar to the subject property? Please describe them in detail.

Yes. The property is already developed.

Would relief, if granted, cause substantial detriment to the public good or impair the purpose and intent of the Zoning Code? Please defend your response.

No. Redevelopment is consistent with the goals and objectives of the North Point LCI.

On a separate sheet or sheets, please provide any information or evidence that supports your request and the statements that you have provided in this application.

See Letter of Intent.

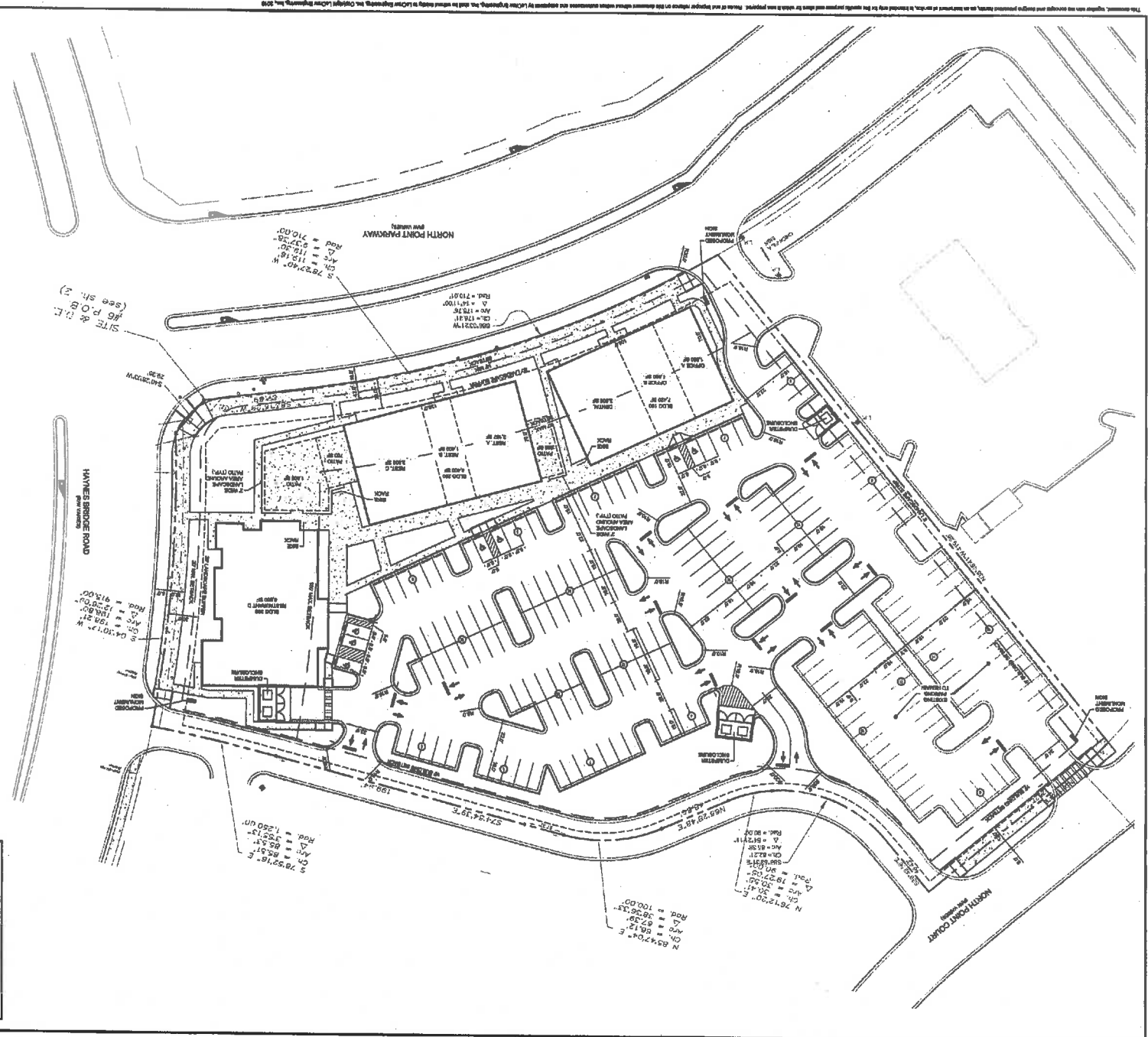
C41
SITE PLAN
DATE: JUNE 1, 2019
JOB: 19-04
SCALE: 1" = 40' NORTH ARROW
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: [Signature]
DESIGN TEAM: [Signature]

CLIENT
GEYER MORRIS COMPANY
ONE BUCKHEAD PLAZA
3000 PEACHTREE ROAD NW, SUITE 1000 - ATLANTA, GA 30305
PROJECT
NORTH POINT II - ALPHARETTA, GA
10000 JAMES BRIDGE ROAD
ALPHARETTA, FULTON COUNTY, GEORGIA

1. SITE AREA	1.00 ACROSS CORNER 37.1
2. BUILDING CLASSIFICATION	— SP-1-A
3. BUILDING AREA	— SP-1-A
4. ADJACENT PROPERTIES	— SP-1-A
5. ADJACENT PROPERTIES	— SP-1-A
6. ADJACENT PROPERTIES	— SP-1-A
7. ADJACENT PROPERTIES	— SP-1-A
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98. ADJACENT PROPERTIES	— SP-1-A
99. ADJACENT PROPERTIES	— SP-1-A
100. ADJACENT PROPERTIES	— SP-1-A

LOCATION MAP
NORTH POINT II
ALPHARETTA, GA

ENCLOSURE
ENCLOSURE 1
ENCLOSURE 2
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CITIZEN PARTICIPATION FORM - PART A

This form must be completed and submitted with the applicant's completed Public Hearing Application. Applications submitted to the City of Alpharetta without a completed Citizen Participation Form - Part A will not be accepted.

Public Hearing or Project Name: 10800 HAYNES BRIDE RD AND 6055 NORTH POINT PKWY

Contact Name: CAMERON GROGAN Telephone: 404-548-7128

The following people will be notified of this application and provided information describing the subject proposal. Please note that ALL adjoining property owners MUST be notified. Use additional pages as needed.

COUSINS PROPERTIES INCORPORATED "CHICK-FIL-A"

Method by which these individuals will be contacted. Please mark all that apply. *If you select "Other," please provide a description of the method of contact that will be used.*

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

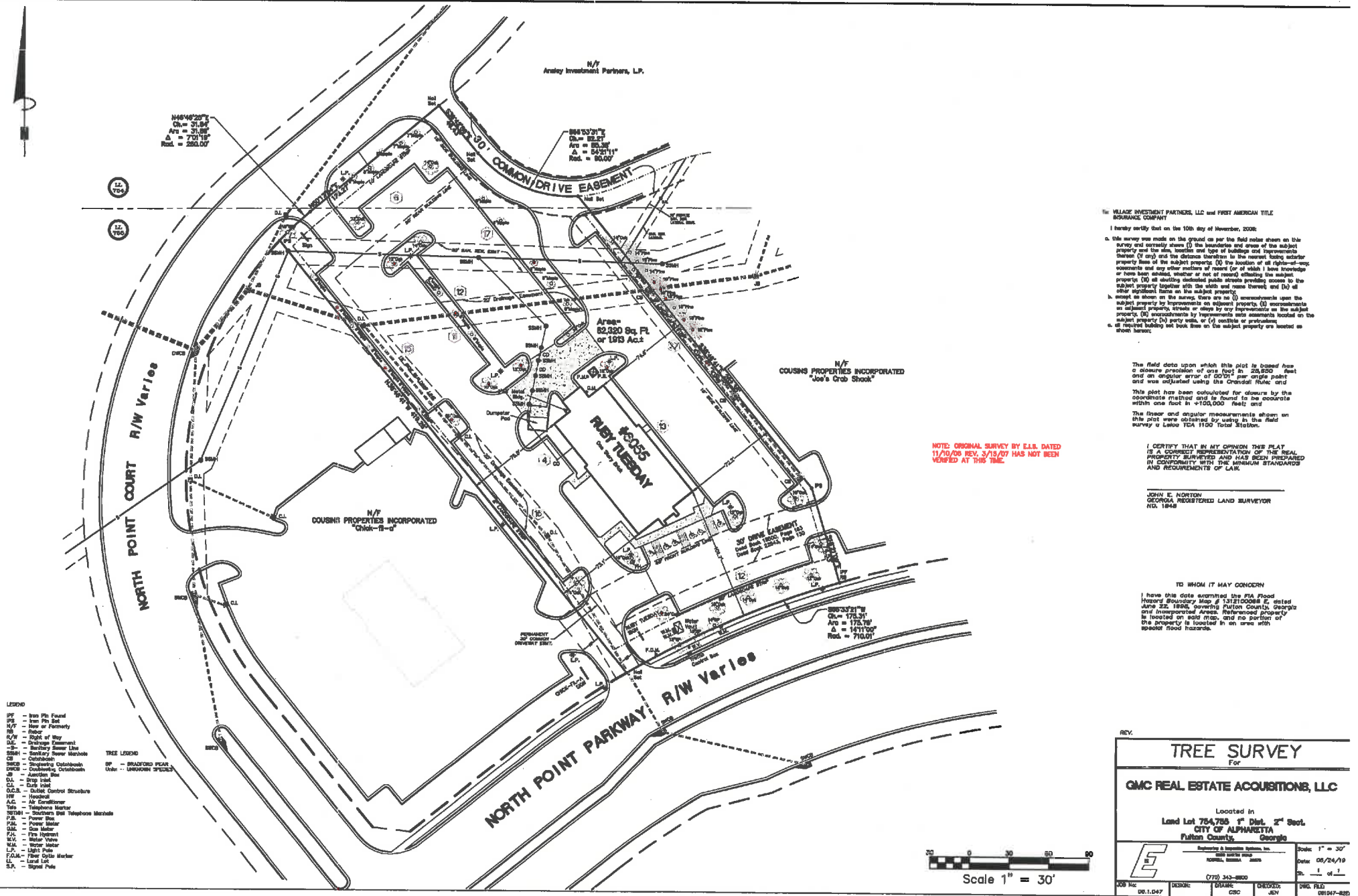
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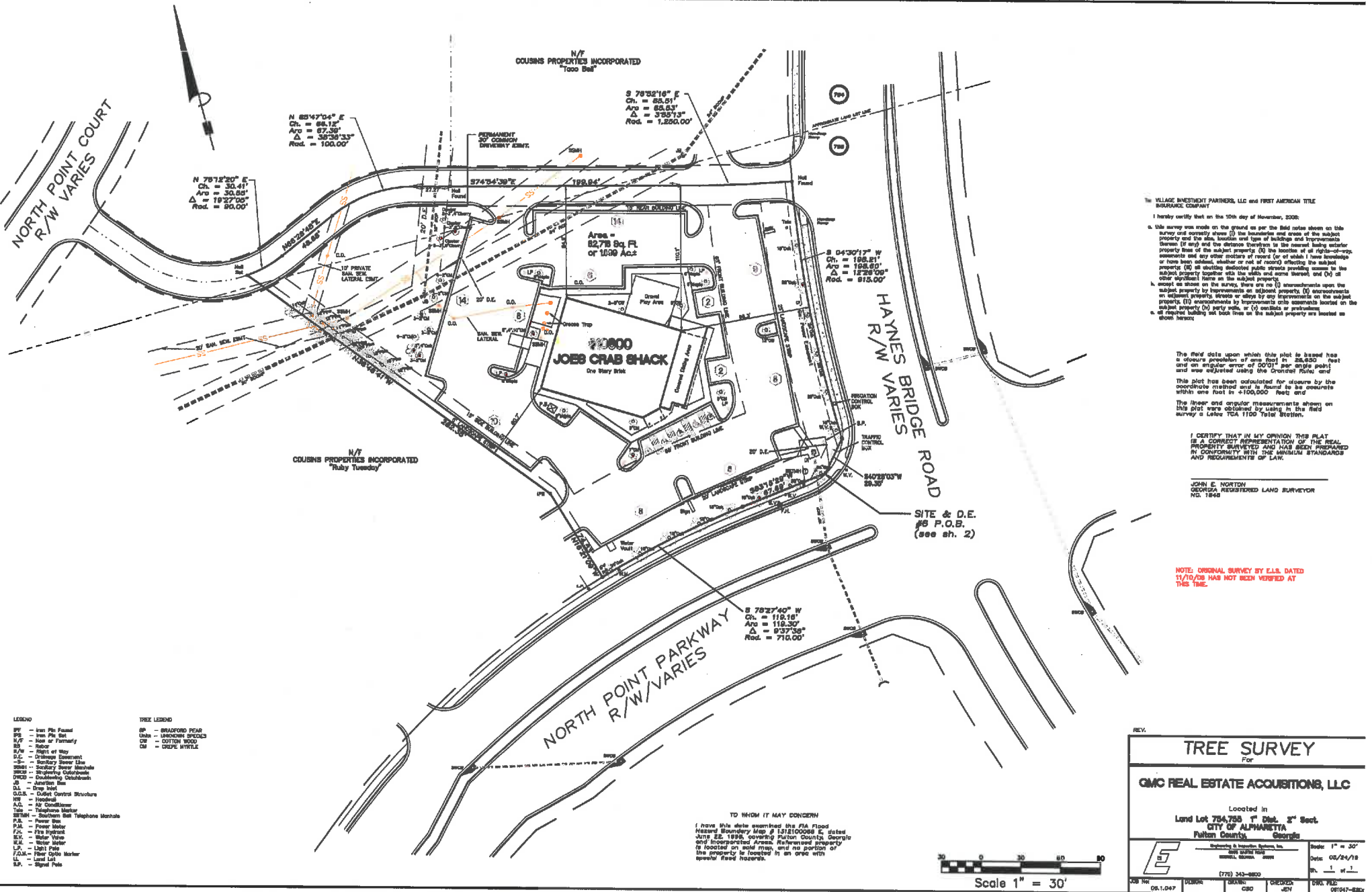
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Other (Please Specify)

Please describe the method(s) by which these individuals will have the opportunity to respond or contact the applicant with questions or concerns about the proposal.

WE WILL SEND A LETTER WITH CONTACT INFORMATION AND INVITE INQUIRIES





ITE Trip Generation Rates - 8th Edition

Pass-by rates from ITE Trip Generation Handbook - 2nd Edition

Instructions: Enter Expected Unit Volumes into Column 'M'

Description/ITE Code	Units	ITE Vehicle Trip Generation Rates (peak hours are for peak hour of adjacent street traffic unless highlighted)								Expected Units	Total Generated Trips			Total Distribution of Generated Trips					
		Weekday	AM	PM	Pass-By	AM In	AM Out	PM In	PM Out		Daily	AM Hour	PM Hour	AM In	AM Out	Pass-By	PM In	PM Out	Pass-By
General Office 710 (Equation)	KSF ²	Equations				88%	12%	17%	83%		0	0	0	0	0	0	0	0	0
General Office 710	KSF ²	11.01	1.55	1.49		88%	12%	17%	83%	3.9	43	6	6	5	1	0	1	5	0
Medical Dental Office 720	KSF ²	36.13	2.30	3.46		79%	21%	27%	73%	3.5	126	8	12	6	2	0	3	9	0
Medical Dental Office 720	Employees	8.91	0.53	1.06		79%	21%	34%	66%		0	0	0	0	0	0	0	0	0
Shopping Center 820 (Equation)	KSF ²	Equations			34%	61%	39%	49%	51%		0	0	0	0	0	0	0	0	0
Quality Restaurant 931	KSF ²	89.95	0.81	7.49	44%	NA	NA	67%	33%	16.4	1,475	13	123	NA	NA	6	46	23	54
Quality Restaurant 931	Seats	2.86	0.03	0.26	44%	NA	NA	67%	33%		0	0	0	NA	NA	0	0	0	0
TOTALS =											1,645	27	141	12	2	6	50	36	54

TRIP GENERATION REPORT



City Council Meeting STAFF REPORT

Submitting Department: Council

Submitted By: Jason Binder

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: CONSIDERATION OF APPOINTMENT TO THE PLANNING COMMISSION

II. RECOMMENDATION:

Council Member Binder is requesting approval from Mayor and Council to appoint Jill Bernard to the Planning Commission as an alternate.

III. REPORT IN BRIEF:

Consideration of Appointment to the Planning Commission.

IV. ALTERNATIVES:

V. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: RESOLUTION ESTABLISHING THE CITY OF ALPHARETTA CENSUS 2020 COMPLETE COUNT COMMITTEE

II. RECOMMENDATION:

Approve a resolution establishing the City of Alpharetta Census 2020 Complete Count Committee, and for other purposes, as presented.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: THERE ARE NO ANTICIPATED FISCAL
IMPACTS ASSOCIATED WITH THE REQUESTED ACTION.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

With the approach of the 2020 United States Census, cities and counties across our nation are being tasked with educating the public on the importance of the census and encouraging residents to complete the census survey.

Georgia had low participation, below national averages, in the 2010 Census. It is estimated that each person counted in Georgia during Census 2010 brought \$1,639.10 to Georgia in federal funding for everything from road infrastructure to public health. It is estimated that 25% of Alpharetta's residents did not participate in the 2010 Census.

If we see similar participation in Census 2020, the uncounted portion of Alpharetta's population alone could cost Georgia \$27.4 million.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Resolution Establishing The City Of Alpharetta Complete Count Committee

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA ESTABLISHING A CENSUS 2020 COMPLETE COUNT COMMITTEE;
AND FOR OTHER PURPOSES**

WHEREAS, the United States Census Bureau is required by the Constitution of the United States to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the City of Alpharetta is committed to ensuring every resident is counted; and

WHEREAS, federal and state funding is allocated to communities and decisions are made on matters of national, state, and local importance based, in part, on census data; and

WHEREAS, census data helps determine how many seats each state will have in the United States House of Representatives and is necessary for a fair and accurate redistricting of state legislative seats, county commissions, city councils, and voting districts; and

WHEREAS, the information collected by the United States Census Bureau is confidential and protected by law; and

WHEREAS, the City of Alpharetta Complete Count Committee will work with the Census Bureau to strive for an accurate count; and

WHEREAS, the City of Alpharetta Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta, Georgia that there is hereby established a Census 2020 Complete Count Committee that is charged with increasing awareness and understanding of and encouraging the residents of Alpharetta to participate in the 2020 United States Census.

SO RESOLVED this 9^h day of September, 2019.

[SIGNATURES ON FOLLOWING PAGE]

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPHARETTA,
GEORGIA ESTABLISHING A CENSUS 2020 COMPLETE COUNT COMMITTEE;
AND FOR OTHER PURPOSES**

{SIGNATURE PAGE}

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCILMEMBERS

Attest:

Erin Cobb, City Clerk (SEAL)



City Council Meeting STAFF REPORT

Submitting Department: Information Technology

Submitted By: Randy Bundy

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: ANNUAL TECHNOLOGY REFRESH 2020

II. RECOMMENDATION:

Approve the request to provide for the annual replacement of technology for all City Departments in FY2020 in the amount of \$300,000 and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: YES INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST: \$300,000.00

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Citywide Technology Replacement (301-17-1740-1535-542400-C1313)	\$300,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
0	\$0.00

IV. REPORT IN BRIEF:

This request is to provide for the annual replacement of technology for all city departments. As in prior-years, funding for technology replacement is placed in one capital project account to allow for more efficient management (as opposed to being spread across multiple departments based on an estimate of replacement needs which may or may not equate to the actual need during the fiscal year). The city currently has 463 computers in operation (262 desktops; 201 laptops). The main component of the FY 2020 request includes funding for the replacement of approximately 120 computers, 15 cellular phones, 70 iPhones, 53 iPads, and wireless access points throughout city facilities (although actual replacement will be driven by equipment condition).

The current city standards for technology replacement (based on funding availability) are as follows: servers (5-6 years); SANS – Storage (5-6 years); desktop PCs (4 years); laptop PCs (4 years); iPad tablets (3 years); iPhones (3 years); large scale multi-function printers (MFPs) (5-7 years); small scale MFPs (5 years); small printers (3-5 years); desktop UPS (electrical service backup) (3 years); Network UPS (closets) (4 years); Wireless Access Points (5 years); network routers/switched/firewalls (5 years); telephony gateways (5-6 years). Larger replacement initiatives are not included in this appropriation (e.g. CISCO network devices).

V. ALTERNATIVES:

NONE

VI. ATTACHMENTS:

FY20 PC Refresh List City Council, FY20 iPhone iPads CC

Name	Model	Department
FY16D015	Inspiron 3650	City Administration
FY16D026	OptiPlex 7440 AIO	City Administration
FY16D028	OptiPlex 7440 AIO	City Administration
FY16D037	OptiPlex 7440 AIO	City Clerk
FY16D001	OptiPlex 7020	Community Development
FY16D023	OptiPlex 7440 AIO	Community Development
FY16D024	OptiPlex 7440 AIO	Community Development
FY16D025	OptiPlex 7440 AIO	Community Development
FY16D033	OptiPlex 7440 AIO	Community Development
FY16D029	OptiPlex 7440 AIO	Courts
FY16D031	OptiPlex 7440 AIO	Courts
FY16D005	OptiPlex 9030 AIO	Engineering/Public Works
FY16D006	OptiPlex 9030 AIO	Engineering/Public Works
FY16D007	OptiPlex 9030 AIO	Engineering/Public Works
FY16D008	OptiPlex 9030 AIO	Engineering/Public Works
FY16D009	OptiPlex 9030 AIO	Engineering/Public Works
FY16D010	OptiPlex 9030 AIO	Engineering/Public Works
FY16D011	OptiPlex 9030 AIO	Engineering/Public Works
FY16D012-MIR	OptiPlex 9030 AIO	Engineering/Public Works
FY16D013	OptiPlex 9030 AIO	Engineering/Public Works
FY16D014	OptiPlex 9030 AIO	Engineering/Public Works
FY16D034	OptiPlex 7440 AIO	Engineering/Public Works
FY16L038	Latitude E6440	Engineering/Public Works
FY16D038	OptiPlex 7440 AIO	Finance
FY16D039	OptiPlex 7440 AIO	Finance
FY16L082	Latitude E6440	Finance
FY16L080	Latitude E6440	Finance
FY16D004	OptiPlex 7440 AIO	Information Technology
FY16D030	OptiPlex 7440 AIO	Information Technology
FY16D032	OptiPlex 9030 AIO	Information Technology
FY16L026	Latitude E6440	Information Technology
FY16L084	Surface Book	Information Technology
FY16L085	Surface Book	Information Technology
FY16L086	Surface Book	Information Technology
FY16L087	Surface Book	Information Technology
FY16L088	Surface Book	Information Technology
FY16L103	Latitude E6440	Information Technology
FY16D051	OptiPlex 3020	Public Safety
FY16D052	OptiPlex 9030 AIO	Public Safety
FY16D053	OptiPlex 9030 AIO	Public Safety
FY16D054	OptiPlex 9030 AIO	Public Safety
FY16D055	OptiPlex 9030 AIO	Public Safety
FY16D056	OptiPlex 9030 AIO	Public Safety
FY16D057	OptiPlex 9030 AIO	Public Safety
FY16D058	OptiPlex 9030 AIO	Public Safety
FY16D059	OptiPlex 9030 AIO	Public Safety
FY16D060	OptiPlex 9030 AIO	Public Safety
FY16D061	OptiPlex 9030 AIO	Public Safety
FY16D062	OptiPlex 9030 AIO	Public Safety

FY16D063	OptiPlex 9030 AIO	Public Safety
FY16D064	OptiPlex 9030 AIO	Public Safety
FY16D065	OptiPlex 9030 AIO	Public Safety
FY16D066	OptiPlex 9030 AIO	Public Safety
FY16D067	OptiPlex 9030 AIO	Public Safety
FY16D068	OptiPlex 7020	Public Safety
FY16L002	Latitude E6440	Public Safety
FY16L003	Latitude E6440	Public Safety
FY16L004	Latitude E6440	Public Safety
FY16L005	Latitude E6440	Public Safety
FY16L006	Latitude E6440	Public Safety
FY16L007	Latitude E6440	Public Safety
FY16L008	Latitude E6440	Public Safety
FY16L009	Latitude E6440	Public Safety
FY16L010	Latitude E6440	Public Safety
FY16L011	Latitude E6440	Public Safety
FY16L012	Latitude E6440	Public Safety
FY16L013	Latitude E6440	Public Safety
FY16L015	Latitude E6440	Public Safety
FY16L016	Latitude E6440	Public Safety
FY16L018	Latitude E6440	Public Safety
FY16L019	Latitude E6440	Public Safety
FY16L020	Latitude E6440	Public Safety
FY16L021	Latitude E6440	Public Safety
FY16L022	Latitude E6440	Public Safety
FY16L023	Latitude E6440	Public Safety
FY16L025	Latitude E6440	Public Safety
FY16L027	Latitude E6440	Public Safety
FY16L029	Latitude E6440	Public Safety
FY16L030	Latitude E6440	Public Safety
FY16L031	Latitude E6440	Public Safety
FY16L032	Latitude E6440	Public Safety
FY16L033	Latitude E6440	Public Safety
FY16L034	Latitude E6440	Public Safety
FY16L035	Latitude E6440	Public Safety
FY16L036	Latitude E6440	Public Safety
FY16L039	Latitude E6440	Public Safety
FY16L040	Latitude E6440	Public Safety
FY16L041	Latitude E6440	Public Safety
FY16L042	Latitude E6440	Public Safety
FY16L043	Latitude E6440	Public Safety
FY16L044	Latitude E6440	Public Safety
FY16L045	Latitude E6440	Public Safety
FY16L046	Latitude E6440	Public Safety
FY16L047	Latitude E6440	Public Safety
FY16L048	Latitude E6440	Public Safety
FY16L049	Latitude E6440	Public Safety
FY16L050	Latitude E6440	Public Safety
FY16L051	Latitude E6440	Public Safety
FY16L052	Latitude E6440	Public Safety

FY16L053	Latitude E6440	Public Safety
FY16L054	Latitude E6440	Public Safety
FY16L055	Latitude E6440	Public Safety
FY16L056	Latitude E6440	Public Safety
FY16L058	Latitude E6440	Public Safety
FY16L059	Latitude E6440	Public Safety
FY16L061	Latitude E6440	Public Safety
FY16L062	Latitude E6440	Public Safety
FY16L064	Latitude E6440	Public Safety
FY16L065	Surface Book	Public Safety
FY16L066	Surface Book	Public Safety
FY16L067	Surface Book	Public Safety
FY16L068	Surface Book	Public Safety
FY16D016	OptiPlex 7440 AIO	Recreation and Parks
FY16D018	OptiPlex 7440 AIO	Recreation and Parks
FY16D019	OptiPlex 7440 AIO	Recreation and Parks
FY16D021	OptiPlex 7440 AIO	Recreation and Parks
FY16D022	OptiPlex 7440 AIO	Recreation and Parks
FY16L091	Latitude E6440	Recreation and Parks
FY16L092	Latitude E6440	Recreation and Parks
FY16L093	Latitude E6440	Recreation and Parks

	iPhones		
Department:	FY20 Refresh	Phone	FY20 Refresh
Mayor	-	\$ -	-
City Clerk	1	350.00	-
City Administration	2	700.00	2
Econ Development	1	350.00	-
Internal Audit	-	-	-
Finance	1	350.00	1
Information Technology	6	2,100.00	1
Human Resources	-	-	-
Court	-	-	-
Public Safety	35	12,250.00	12
Public Works	7	2,450.00	18
Recreation & Parks	10	3,500.00	6
Community Development	7	2,450.00	13
Solid Waste Fund	-	-	-
E-911	-	-	-
	70	\$ 24,500.00	53
TOTAL Deployed	190		156
% of Total Refresh	37%		34%
% Goal of Refresh	33%		33%

iPads
iPad
\$ -
-
1,400.00
-
-
700.00
700.00
-
-
8,400.00
12,600.00
4,200.00
9,100.00
-
-
\$ 37,100.00



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By: Will Merrill

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: LEASE-FINANCING OF 30 REPLACEMENT SELF CONTAINED BREATHING APPARATUS (SCBA) FOR FIRE FIGHTERS

II. RECOMMENDATION:

Award the purchase of 30 Self Contained Breathing Apparatus to Municipal Emergency Systems under the National Purchasing Partners competitively procured contract (#00000169) in an amount totaling \$199,999.80 and authorize entering into a lease-purchase agreement with Community Leasing Partners (Community First National Bank) for the associated lease financing and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: \$199,999.80. PAYMENT SPREAD
BETWEEN FY'S 2020 AND 2021.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Equipment Replacement (Lease Payment 1 of 2; 30131150-542100-C1401)	\$99,999.90

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

A self-contained breathing apparatus (SCBA) is a respiratory device that contains and delivers breathable compressed air. It is typically used by firefighters and rescue workers while operating in areas of immediate danger to life and health, such as inside a building fire filled with smoke or toxic gas.

The City of Alpharetta currently has 54 SCBA's which are deployed as follows: in-service Fire Apparatus (30); reserve Fire Apparatus (15); Training Division (6); spares (3). SCBA equipment is a long-lived asset (10-15 years) but is susceptible to obsolescence when industry standards evolve.

The National Fire Protection Association (NFPA) is a standard setting body for firefighting professionals. The 2019 NFPA standards included technological/mechanical innovations to SCBA equipment that made units manufactured under the 1997 and 2002 standards obsolete. We have 30 SCBA that were manufactured under the old standards and are also between 12-15 years old and are being requested for replacement. Once replaced, these 30 units will be deployed on the in-service Fire Apparatus.

The Department proposes to purchase the replacement SCBA's through National Purchasing Partner's (NPPGov) competitively procured contract (#00000169) with MES (Municipal Emergency Systems). NPP Contracts are competitively solicited by a Lead Public Agency in accordance with government purchasing regulations. The contracts include "piggybacking" language allowing utilization by NPPGov members nationwide. NPPGov is not a reseller, but rather a channel that offers publicly solicited agreements to local

and state government entities throughout the nation. Staff has verified the pricing is competitive and represents value to the city. Staff has used MES for its SCBA needs (new units and repairs/parts) and finds them extremely dependable and an excellent customer service-oriented firm.

The FY 2020 Budget includes funding for replacement of 15 SCBAs. The remaining 15 SCBAs would constitute a funding request in FY 2021.

While the Department can certainly spread-out the replacement over a two-year period as originally envisioned, there are numerous benefits (training, avoidance of annual pricing adjustments, inherent safety benefits built-into the new standards) to replacing all 30 at once. The department received a quote from MES (Municipal Emergency Services) under NPP Contract #00000169 for the replacement of 30 SCBA's for an amount totaling \$199,999.80. MES has a relationship with Community Leasing Partners (financing partner) that allows this purchase to be financed at "0% Interest" over a two-year period. This lease-purchase arrangement would allow the City to maintain its original capital funding approach (e.g. funding final portion in FY 2021) while also allowing for avoidance of potential price increases and ensuring full deployment of all replacement units this fiscal year.

While Community Leasing Partners labels the financing as "0% Interest", interest will be reflected in the financing documents in order to show ownership at the end of the lease term. The main point is that the City will pay no more than they would if funding the purchase directly to MES. That is, \$199,999.80. But rather than making one payment to MES, the City would make two payments to Community Leasing Partners.

Staff recommends awarding the purchase of 30 SCBA's to MES under the NPP competitively procured contract (#00000169) in an amount totaling \$199,999.80 and entering into a lease-purchase agreement with Community Leasing Partners (Community First National Bank) for the associated lease financing of this purchase over a two-year period (FY 2020 and FY 2021).

Funds for the final lease payment will be programmed into the FY 2021 Budget.

V. ALTERNATIVES:

Replace 15 in FY 2020 and 15 in FY 2021.

VI. ATTACHMENTS:

MES Quote (NPP Contract), Community Leasing Partners Lease Documents, NPP Contract Documents



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 07/16/2019
Quote # QT1280945
Expires 08/15/2019
Sales Rep Adams, Jeremy L
PO #
Shipping Method FedEx Ground

Bill To
 Andy Wheeler
 Alpharetta Department of Public Safety
 2565 OLD MILTON PKWY
 ALPHARETTA GA 30009-2100
 United States

Ship To
 Andy Wheeler
 Alpharetta Department of Public Safety
 2565 OLD MILTON PKWY
 ALPHARETTA GA 30009-2100
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X8814021305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	30	5,648.41	169,452.30
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	15	512.45	7,686.75
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	15	1,024.89	15,373.35
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	30	249.58	7,487.40

Pricing Per NPPGov Contract # 0000169

Subtotal 199,999.80
Shipping Cost (FedEx Ground) 0.00
Total \$199,999.80

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1280945



215 S. Seth Child Road
Manhattan, KS 66502
Phone: 888.777.7850
Fax: 888.777.7875
www.clpusa.net

August 13, 2019

Shawn Mitchell
City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, GA 30009

RE: Financing for Thirty (30) Air-Pak X3 Pro w/ CGA Cylinder Connection

Dear Shawn,

Thank you for the opportunity to work with City of Alpharetta, Georgia on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 9/03/2019 to avoid any potential change in the payments or interest rate.

This Agreement requires three different signers from the City of Alpharetta, Georgia and an attorney's signature.

Signer 1- Jim Gilvin, Mayor
Signer 2- Tom Harris, Finance Director
Signer 3- Erin Cobb, City Clerk

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Sincerely,

Wanida

Wanida Nondorf
Documentation Associate

Documentation Instructions

◇ **EQUIPMENT LEASE PURCHASE AGREEMENT**

- ☐ Jim Gilvin -sign where indicated
- ☐ Tom Harris -sign as "Attested By"

◇ **Exhibit A – EQUIPMENT DESCRIPTION**

- ☐ Provide physical location where equipment will be stored after delivery

◇ **Exhibit B –PAYMENT SCHEDULE**

- ☐ Jim Gilvin -sign where indicated

◇ **Exhibit C – CERTIFICATE OF INCUMBENCY & RESOLUTION**

- ☐ Erin Cobb -Fill in the date, sign where indicated, provide organization's Federal tax ID number, and list Officers

◇ **Exhibit D - OPINION OF COUNSEL**

- ☐ Request your legal counsel sign, print his/her name, firm information, and date

◇ **Exhibit E- INSURANCE COVERAGE REQUIREMENTS**

- ☐ Provide Agent's contact information
- ☐ Jim Gilvin -sign where indicated

◇ **Exhibit F- ACCEPTANCE CERTIFICATE**

- ☐ Jim Gilvin -sign where indicated and date- at delivery of equipment

◇ **INVOICE INSTRUCTIONS**

- ☐ Complete contact information for payment billing invoices

◇ **8038 - IRS Form**

- ☐ Verify employer identification number in Box 2
- ☐ Complete Boxes 10a & 10b
- ☐ Jim Gilvin -sign and date where indicated under "Signature and Consent"

◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**

- ☐ Certificate of Insurance from your insurance provider
- ☐ Serial Numbers for (30) Air Paks & (30) Cylinders

Conditions to Funding

If, for any reason: (i) the required documentation is not returned by 9/03/2019, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.

This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.

EQUIPMENT LEASE PURCHASE AGREEMENT (Short-form)

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza
Alpharetta, GA 30009

LESSOR:

Community First National Bank
215 S. Seth Child Road
Manhattan, KS 66502

Lease Number: 63016

Equipment: Thirty (30) Air-Pak X3 Pro w/ CGA Cylinder Connection

This Equipment Lease Purchase Agreement dated as of 8/20/2019 is between Lessor and Lessee as listed above. Lessor desires to finance the purchase of the Equipment described in Exhibit "A" to Lessee and Lessee desires to finance the purchase of the Equipment from Lessor subject to the terms and conditions of this Agreement which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Equipment Lease Purchase Agreement and all Exhibits attached hereto. "Budget Year" means the Lessee's fiscal year. "Commencement Date" is the date when Lessee's obligation to pay rent begins. "Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements. "Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement. "Lessor" means the entity originally listed above as Lessor or any of its assignees. "Lease Term" means the Original Term and all Renewal Terms. "Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee. "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year. "Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B". "State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees: (a) Lessee is an "issuer of tax exempt obligations" because Lessee is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code"). Lessee is authorized under the Constitution and laws of the State to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Lessee has followed all proper procedures of its governing body in executing this Agreement. The Officer of Lessee executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Lessee in accordance with its terms. (b) Lessee shall use the Equipment only for essential, traditional government purposes. (c) Lessee has never non-appropriated funds under an Agreement similar to this Agreement. (d) Lessee presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Lessor, Lessee will provide Lessor with current financial statements. (f) Lessee hereby warrants the General Fund of the Lessee is the primary source of funds or a backup source of funds from which the Rental Payments can be made.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition. Lessee shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. The Rental Payments are due as set forth on Exhibit B. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date for the number of days the Rental Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days the Rental Payment(s) were late. Lessor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand. Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Lessee shall have the option to pay, in addition to the Rental Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Lessee on the Rental Payment date and no partial prepayments are allowed. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee. Section 3.05. Lease Term. The Lease Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not non-appropriated as provided for in this Agreement then the Lease Term shall be extended into the next Renewal Term and the Lessee shall be obligated to make all the Rental Payments that come due during such Renewal Term. Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment to Lessor as provided herein and conveyed to Lessor or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor as provided below in Section 9.04. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver the Equipment to Lessor, then Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments. Lessee shall provide Lessor with a certificate of insurance which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the replacement cost of the Equipment. (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor. (c) Lessee may self-insure against the casualty risks and liability risks described above. If Lessee chooses this option, Lessee must furnish Lessor with a certificate and/or other documents which evidence such coverage. (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payee and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. **Section 5.02. Damage to or Destruction of Equipment.** Lessee assumes the risk of loss or damage to the Equipment. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof. **Section 5.03. Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor. **Section 5.04. Lessee Negligence.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) incurred by or asserted against Lessor that relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 or in the event Lessee defaults under Section 9.01. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor. **Section 6.02. Security Interest.** To secure the payment of all Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee authorizes Lessor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the Security Interest created hereunder.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to this Agreement may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Lessor or the assignee named in the notice of assignment.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessee shall also maintain the Equipment during the lease term in accordance with all manufacturers' and warranty specifications. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Lessee is responsible for obtaining such title(s) from the State and also for ensuring Lessor is listed as first lienholder on all of the title(s). Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Lessee agrees Lessor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement: (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate. (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement. (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Lessor. (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors. **Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Agreement, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Budget Year to be immediately due and payable. (b) With or without terminating this Agreement, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment to Lessor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Lessee fails to deliver the Equipment, Lessor may enter the premises where the Equipment is located and take possession of the Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of the Equipment, Lessee shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to the Equipment caused by Lessee or its employees or agents. (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Lessee shall be responsible to Lessor for all costs incurred by Lessor in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees. **Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof. **Section 9.04. Return of Equipment and Storage.** (a) Surrender: The Lessee shall, at its own expense, surrender the Equipment to the Lessor in the event of a default or a non-appropriation by delivering the Equipment to the Lessor to a location accessible by common carrier and designated by Lessor. In the case that any of the Equipment consists of software, Lessee shall destroy all intangible items constituting such software and shall deliver to Lessor all tangible items constituting such software. At Lessor's request, Lessee shall also certify in a form acceptable to Lessor that Lessee has complied with the above software return provisions and they will immediately cease using the software and they shall permit Lessor and/or the vendor of the software to inspect Lessee's locations to verify compliance with

the terms hereto. (b) Delivery: The Equipment shall be delivered to the location designated by the Lessor by a common carrier unless the Lessor agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Lessee shall arrange for the shipping of the item and its insurance in transit in accordance with the Lessor's instructions and at the Lessee's sole expense. Lessee, at its expense, shall completely sever and disconnect the Equipment or its component parts from the Lessee's property all without liability to the Lessor. Lessee shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Lessee shall deliver to the Lessor the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Lessee's possession relating to the maintenance and methods of operation of such Equipment. (c) Condition: Except as otherwise agreed by the parties, when the Equipment is surrendered to the Lessor it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Lessor to sell or lease it to a third party and be free of all liens. Except as otherwise agreed by the parties, if Lessor reasonably determines the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Lessor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Lessee shall promptly reimburse Lessor for all amounts reasonably expended in connection with the foregoing. (d) Storage: Upon written request by the Lessor, the Lessee shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Lessor. The Lessee shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Lessor shall reimburse the Lessee on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing. Section 10.02. Binding Effect. Lessee acknowledges this Agreement is not binding upon the Lessor or its assignees unless all documentation requirements have been met to Lessor's satisfaction, and Lessor has executed the Agreement. Thereafter, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Section 10.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee. Section 10.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement. Section 10.07. Entire Writing. This Agreement constitutes the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties; express or implied, which are not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Section 10.08. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Resolution and Authorization. By signing and attesting directly below, Lessee hereby warrants and certifies the Governing Body of the Lessee at either a special or regular meeting or through some other approved method of authorization has determined this Agreement is in the best interests of the Lessee and the Governing Body did at such meeting or through some other approval method approve the entering into of the Agreement by the Lessee and specifically designated and authorized the individual(s) who have signed directly below to execute this Agreement on Lessee's behalf along with any related documents (including any escrow agreement) necessary to the consummation of the transaction contemplated by the Agreement.

LESSEE:

City of Alpharetta, Georgia

LESSOR:

Community First National Bank

Authorized By: Jim Gilvin, Mayor

Neal Farmer, Sr. VP

Attested By: Tom Harris, Finance Director

EXHIBIT A EQUIPMENT DESCRIPTION

RE: Equipment Lease Purchase Agreement dated as of 8/20/2019 between Community First National Bank as Lessor and City of Alpharetta, Georgia as Lessee.

Below is a detailed description of all Equipment including quantity, model number, serial number, and VIN number where applicable.

Equipment Description: Thirty (30) Air-Pak X3 Pro w/ CGA Cylinder Connection

Serial #'s Attachment 1.1

Physical location where equipment will be stored after delivery:

EXHIBIT B PAYMENT SCHEDULE

AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	11/1/2019	\$99,999.90	\$1,841.93	\$98,157.97	Not Available
2	11/1/2020	\$99,999.90	\$4,479.89	\$95,520.01	\$0.00
Grand Totals		\$199,999.80			

LESSEE:

City of Alpharetta, Georgia

Jim Gilvin, Mayor

EXHIBIT C
CERTIFICATE OF INCUMBENCY & RESOLUTION

I, acting as City Clerk on behalf of the Lessee, a political subdivision or agency duly organized and existing under the laws of the State of Georgia and herein obligated, do hereby certify to Community First National Bank the person(s) signing this Lease, and all documents pertaining thereto, is (are) duly elected, appointed, qualified and incumbent officers or representatives of such entity. I further certify (a) the signature(s) is (are) true and authentic and; (b) such officer(s) has (have) the authority on behalf of such entity and by resolution of its governing body to enter into this Equipment Lease Purchase Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate on said date _____.

Erin Cobb, City Clerk

Federal Tax ID #

<u>Officer Title</u>	<u>Officer Name</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Print the Officer Title and Name of the individuals of the governing body

EXHIBIT D
OPINION OF COUNSEL

As Counsel for City of Alpharetta, Georgia, it is my opinion:

- a.) Lessee's true and legal name is City of Alpharetta, Georgia.
- b.) Lessee is a political subdivision of the State of Georgia or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
- c.) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement. The Agreement and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms.
- d.) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
- e.) There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Lessee or any of the Lessee's officers or employees to enter into the Agreements.

COUNSEL FOR LESSEE:

Signature

Name

Date

Firm Name

City, State

Telephone Number

EXHIBIT E

INSURANCE COVERAGE REQUIREMENTS

RE: Equipment Lease Purchase Agreement dated as of 8/20/2019 between Community First National Bank as Lessor and City of Alpharetta, Georgia as Lessee.

Please mark one of the following:

() Pursuant to Section 5.01 of the Agreement, we agreed to provide evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage will be provided to Lessor as soon as possible, but no later than the date on which delivery of the equipment occurs.

() Pursuant to Section 5.01c of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of any additional information regarding the nature of our self-insurance program. Coverage will be provided to Lessor as soon as possible, but no later than the date on which delivery of the equipment occurs.

Equipment to be insured: **Thirty (30) Air-Pak X3 Pro w/ CGA Cylinder Connection**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns
215 S. Seth Child Road
Manhattan, KS 66502

INSURANCE REQUIREMENTS:

1. **LIABILITY**
 - ❖ *Minimum of \$1,000,000.00 combined single-limit on bodily injury and property damage.*
 - ❖ *Community First National Bank AOIA must be listed as additional insured and loss payee.*
2. **PHYSICAL DAMAGE**
 - ❖ *All risk coverage to guarantee proceeds sufficient to pay the replacement value of the equipment. Community First National Bank AOIA must be listed as additional insured and loss payee.*
3. **ENDORSEMENT**
 - ❖ *Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.*
 - ❖ *Deductibles should be listed on certificate of coverage.*

THE CERTIFICATE SHOULD BE
EMAILED TO wanidanondorf@clpusa.net
OR FAXED TO 888.777.7875

Insurance Company Name:		
Agents Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

LESSEE:

City of Alpharetta, Georgia

Jim Gilvin, Mayor

EXHIBIT F

ACCEPTANCE CERTIFICATE

RE: Equipment Lease Purchase Agreement dated as of 8/20/2019 between Community First National Bank as Lessor and City of Alpharetta, Georgia as Lessee.

In accordance with the Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 5** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

LESSEE:

City of Alpharetta, Georgia

Jim Gilvin, Mayor

Date

INVOICE INSTRUCTIONS

RE: Equipment Lease Purchase Agreement dated as of 8/20/2019 between Community First National Bank as Lessor and City of Alpharetta, Georgia as Lessee.

Lease Number: 63016

Equipment Description: Thirty (30) Air-Pak X3 Pro w/ CGA Cylinder Connection

Please provide contact information for billing and invoicing purposes.

Person/Department: _____

P.O. Box/Street: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name <u>City of Alpharetta, Georgia</u>		2 Issuer's employer identification number (EIN) <u>58-6011454</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>2 Park Plaza</u>		5 Report number (For IRS Use Only) <u>3</u>	
6 City, town, or post office, state, and ZIP code <u>Alpharetta, GA 30009</u>		7 Date of issue <u>08/20/2019</u>	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Equipment Lease Purchase Agreement

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ► <u>SCBAs</u>	18	<u>193,677</u> <u>98</u>
19a	If bonds are TANs or RANs, check only box 19a	► ☐	
b	If bonds are BANs, check only box 19b	► ☐	
20	If bonds are in the form of a lease or installment sale, check box	► ☐	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>11/01/2020</u>	<u>\$ 193,677.98</u>	<u>\$ N/A</u>	<u>1</u> years	<u>4.690</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				N/A	
22	Proceeds used for accrued interest	22			
23	Issue price of entire issue (enter amount from line 21, column (b))	23			
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)	29			
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		N/A	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years	
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	years	
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)		
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ► _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:			
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ► _____			
d	Enter the name of the issuer of the master pool bond ► _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			☒
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:			
b	Name of hedge provider ► _____			
c	Type of hedge ► _____			
d	Term of hedge ► _____			
42	If the issuer has superintegrated the hedge, check box			☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement			
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Jim Gilvin, Mayor
Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Product Specifics

MES specializes in the sales, service, and leasing of breathing air products, in addition to protective clothing and personal protective equipment, cameras, and much more. Some products on contract include:

- SCBA equipment (Scott)
- SCBA accessories

Pricing Details

This contract offers up to 25% off list price.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the MES vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: Public
Procurement Authority

RFP #1610

CONTRACT TERM

Effective Date: 05/29/17

Initial expiration: 05/29/20

Possible extensions through: 05/29/23

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

PUBLIC PROCUREMENT AUTHORITY
Self-Contained Breathing Apparatus (SCBA) Solicitation Synopsis
Solicitation No. 1610

Intent

The Public Procurement Authority (PPA) served as Lead Agency to solicit proposals for Self-Contained Breathing Apparatus (SCBA). PPA works in cooperation with National Purchasing Partners “NPP” and its Government Division dba NPPGov, dba FireRescue GPO and dba Law Enforcement GPO (collectively hereinafter “NPPGov”), to service the PPA and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of PPA and NPPGov throughout the nation to “piggy-back” off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

PPA has determined that it is advantageous for PPA to procure Self-Contained Breathing Apparatus (SCBA) using the competitive RFP process rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, prohibits revision of the offers, and uses price as the predominate deciding factor. Such limitations prevent PPA from awarding the most advantageous contract(s) for PPA and its members.

Procedure

PPA issued an RFP (1610) on October 26, 2016.

The RFP was published in the Daily Journal of Commerce on October 26, 2016.

The RFP was published in USA Today on November 2, 2016.

The RFP closed on December 12, 2016.

The RFP was awarded on May 15, 2017.

The RFP was posted to the following web sites: www.nppgov.com, www.ppa-or.gov, and www.findrfp.com

The text of the published notice of solicitation is as follows:

**Public Procurement
Authority (PPA)
NOTICE OF
SOLICITATION**

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov (www.nppgov.com):

**- Firefighting Equipment
#1605**

**- Self-Contained
Breathing Apparatus
(SCBA) #1610**

**- Cloud Storage for
Government Services
#1615**

**- Software Solutions for
Government Services
#1620**

Responses due 5:00 pm PST
December 12, 2016.

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov

PPA received proposals from the following vendors:

1. L.N. Curtis & sons
2. Ten-8 Fire Equipment
3. Municipal Emergency Services
4. Cascade Fire Equipment
5. Bauer Compressors
6. Life Safety Corporation

A copy of the log for proposals received is attached hereto.

Proposals were evaluated by PPA based on the criteria contained in the RFP and the following successful proposers were selected:

National:

- Bauer Compressors
- L.N. Curtis & sons
- Municipal Emergency Services

Regional:

- Cascade Fire Equipment
- Life Safety Corporation
- Ten-8 Fire Equipment

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15
<u>Coverage</u> : Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15
<u>Proven Experience & References</u> : Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10
<u>Conformance</u> : Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5
<u>TOTAL</u>	100

Pricing Structure

Bauer Compressors: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Cascade Fire Equipment: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

L.N. Curtis & sons: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Life Safety Corporation: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Municipal Emergency Services: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8 Fire Equipment: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
1100 Olive Way
Suite #1020
Seattle, WA 98101

Bruce Busch, Senior VP and Legal Counsel
bruce.busch@mynpp.com
(206) 494-4556
www.nppgov.com

AFFIDAVIT OF MAILING

STATE OF Oregon)
) ss.
 COUNTY OF Washington)

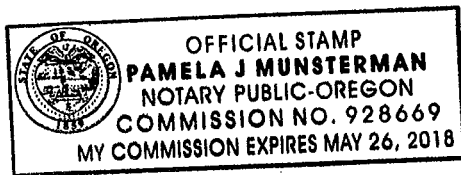
I, Kim Brown, being first duly sworn on oath, depose and state that I am an Assistant Contract Manager for Public Procurement Authority, a government entity performing public procurement functions. On this 25 day of Oct, 2016, I caused to be deposited in the United States mail at Wilsonville, Washington County, Oregon, with first class postage prepaid, one each copy of the attached NOTICE OF SOLICITATION for the MASTER AGREEMENT FOR SELF-CONTAINED BREATHING APPARATUS (SCBA) to the following addresses:

Finley Fire Equipment Keith Puckett 5255 N Street Rt 60 NW McConnelsville, OH 4375	Western States Fire Equipment Steven Hageria 9899 West Roosevelt Street Tolleson, AZ 85353	Honeywell Safety Products USA Jim Walter 900 Douglas Pike Smithfield, RI 02917
Maryland Fire Equipment Mandy German 12284 Wilkins Avenue Rockville, MD 20852	Interspiro, Inc. Tim Hammes 10225 82 nd Ave Pleasant Prairie, WI 53158	Honeywell Safety Products USA Charlie Thompson #1 Innovation Court Dayton, OH 45414
NAFECO Jessica Franks 1515 West Moulton Street Decatur, AL 35601	MES Dave Mooney 700 W Mississippi Ave Unit E6 Denver, CO 80223	MSA Ben Mauti 1000 Cranberry Woods Drive Cranberry Twp, PA 16066
Ten-8 Fire Equipment Cindy Morgan 2651 Wiles Road Pompano Beach, FL 33073	LN Curtis & sons Tim Henderson 4647 South 33 rd St. Phoenix, AZ 85040	Draeger, Inc. Dominic Colletti 7256 S Sam Houston Parkway W Suite 100 Houston, TX 77085
American Fire Safety Equipment Andress Somogyi 14105 La Cascada Ct. Bakersfield, CA 93314	LN Curtis & sons Nick Lawrence 1800 Peralta Street Oakland, CA 94607	Draeger, Inc. Kent Kennedy 14839 SE Topaz Ave Milwaukie, OR 97267
Allstar Fire Equipment Joe Sposato 12328 Lower Azusa Road Arcadia, CA 91006	Unifire Craig Tobin 3924 E Trent Ave Spokane, WA 99202	YSE Fire Fighting Equipments Co 988 Pingliang Road Yangpu District, Shanghai China 00086-21-65670639
Shipman's Fire Equipment CO Inc Michael Kirchhoff 172 Cross Road PO Box 257 Waterford, CT 06385	Scott Safety Brad Harvey 4320 Goldmine Road Monroe, NC 28110	

Kim Brown
Kim Brown

SUBSCRIBED AND SWORN TO before me this 25th day of October, 2016 by
Kim Brown.

Pam J Munsterman
NOTARY PUBLIC in the State of Oregon
Residing at Shenwood OR
My commission expires: 5-26-2018



AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

PRODUCTS AND SERVICES

Public Procurement Authority (Ppa); Bid Location Portland, OR, Multnomah County; Due 12/12/2016 at 05:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

10/26/2016

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 20th DAY OF June, 2017

Michelle Ropp

Notary Public-State of Oregon



**PUBLIC PROCUREMENT
AUTHORITY (PPA)**

PRODUCTS AND SERVICES

Responses due 5:00pm,

December 12, 2016

NOTICE OF SOLICITATION

PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program National Purchasing Partners, LLC ("NPPGov").

**Firefighting Equipment #1605
Self-Contained Breathing Apparatus
(SCBA) #1610**

**Cloud Storage for Government
Services #1615**

**Software Solutions for Government
Services #1620**

Responses due 5:00 pm

December 12, 2016

For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov
Published Oct. 26, 2016. 11196171

Heidi Arnold
Public Procurement Authority
25030 SW Parkway Ave Ste 330
Wilsonville, OR 97070-9609

Order No.: 11196171
Client Reference No:

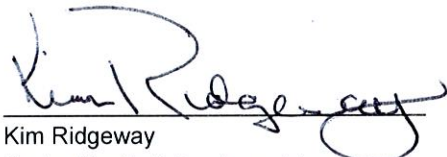


November 9, 2016

To Whom It May Concern:

I am a duly authorized representative of Russell Johns Associates LLC, company handling the advertising matters for the USA Today Marketplace, a daily newspaper distributed within the US.

The ad for Public Procurement Authority was published in said newspaper on November 2, 2016..



Kim Ridgeway
Senior Media Sales Associate

State of Florida
County of Pinellas

On this 9th day of November, I attest that the attached document is a true, exact, complete, and unaltered
tearsheet.

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Aug 07, 2018
No. 110232



Notary

Cosby's latest hearing yields no decisions, resumes Wednesday

Brittany Horn

The (Wilmington, Del.) News Journal

NORRISTOWN, PA. It will be at least eight months before Bill Cosby is brought to trial on sex-assault charges. And in the meantime, teams of lawyers are battling over crucial evidence issues that both sides say could make a difference in whether or not that trial is fair.

The latest pretrial hearing in the case got underway Tuesday before Judge Steven O'Neill. Cosby, 79, is charged with three counts of aggravated sexual assault in connection with a 2004 encounter at his nearby home with former Temple University employee Andrea Constand. Tuesday's proceedings, which took place partly behind closed doors, concluded with O'Neill instructing Cosby's lawyers to provide factual proof of the many statements they have made in documents submitted to support their various motions to dismiss the case. O'Neill said statements that can't be backed up will be stricken from the record, and the remainder will be argued when the hearing continues Wednesday. Also on Wednesday, the court will deal with Cosby's motion to dismiss based on the 12-year delay

between the encounter with Constand and Cosby's arrest, and the possible prejudicial effect of that delay. The upshot is that the most controversial aspect of the case — the prosecution's effort to call 13 other Cosby accusers to testify against him at trial — may not be dealt with until another set of pretrial hearings in December.

Contributing: Maria Puente

MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES

PUBLIC NOTICE

Public Procurement Authority (PPA)
NOTICE OF SOLICITATION
PPA intends to enter into a master price agreement for the procurement of the following products and services to PPA members and available to all members of the national cooperative purchasing program NPPGov (www.nppgov.com):
• Firefighting Equipment #1605
• Self-Contained Breathing Apparatus (SCBA) #1610
• Cloud Storage for Government Services #1615
• Software Solutions for Government Services #1620
Responses due 5:00 pm PST December 12, 2016.
For information or a copy of the Request for Proposal contact PPA, Heidi Arnold at 855-524-4572, questions@ppa-or.gov or download at www.ppa-or.gov

PUBLIC NOTICE

Region 4 Education Service Center (ESC), TX is requesting proposals from qualified and experienced firms to provide **Travel Management Services** (RFP No. 16-12). In order to be considered, the Offeror must complete and submit its proposal to Region 4 ESC at the location indicated, prior to or at the exact date and time indicated in the solicitation documentation available at www.tcpn.org

PRE-PROPOSAL CONFERENCE:
November 17, 2016
at 10:00 AM CENTRAL TIME
REGION 4 ESC
7145 WEST TIDWELL RD.
HOUSTON, TX 77092

PROPOSAL DUE DATE:
December 6, 2016,
BEFORE 2:00 PM CENTRAL TIME

BUSINESS OPPORTUNITIES

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can become your way of life if you want it.
High ticket lucrative business model for serious entrepreneurs.
800-486-9954 (24 hrs.)

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Call: 800-701-8177
*Depending on insurance coverage. * This is related to common carrier not overall service.

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PUBLIC NOTICE

To place your Public Notice in our Classified section, call:
1-800-397-0070

The Interlocal Purchasing System (TIPS) posted Request for Proposals (RFP) at www.tips-usa.com for:
Interactive Presentation Systems RFP#161101;
Heavy Duty Equipment RFP#161102; and
Emergency Shelters RFP#161103.
Electronic proposals are due and opened Friday, January 13, 2017, 3:00 PM local time. Awards are tentatively scheduled for 2-23-2017 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686. Call 866-839-8477 for problems with website.
Additional online listings are available on
USATODAYclassifieds.com

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BUSINESS CONNECTIONS

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NOTICES

PUBLIC NOTICE

MISSING

TAYMN COLLINS
DOB: Feb 8, 2000 Sex: Female
Race: Biracial
Missing: Feb 14, 2016 Hair: Black
Age Now: 16 Eyes: Brown
From: Round Rock, TX
NATIONAL CENTER FOR MISSING & EXPLOITED CHILDREN
1-800-THE-LOST

PUZZLES

CROSSWORD

BY George Barany

EKE!

ACROSS

- Theatrical whisper
- Orthodontist's concern
- Neatnik's antithesis
- Ship's petty officer
- Stir up
- Straw, essentially
- Oscar nominee for her role in "Capote"
- Sign of a B'way hit
- Foaming at the mouth
- Car dealer's offering
- Chessboard pair
- Dingy loft
- Player of the title role in "Annie Hall"
- Runs in neutral
- Dairy farm sound
- Read, as a bar code
- Remote user's spot
- Conveyed via conduit
- With 32-Down, place for a Tex-Mex snack
- Decked out
- "Bad" cholesterol, briefly
- Cartoon mirage, perhaps
- Political matriarch who lived to 104
- Messed up big-time
- Scattered, as seeds
- Double star in Orion
- Hogwash
- Nile biter
- Winner of the 2016 Australian and U.S. Opens
- Second in command, informally
- Subtle glow
- Currency in Russia

1 2 3 4 5 6 7 8 9 10 11 12 13

14 15 16

17 18 19

20 21 22

23 24 25

26 27 28 29 30 31 32 33 34 35

36 37 38 39

40 41 42

43 44 45

46 47 48 49 50 51 52 53 54 55

56 57 58 59 60

61 62 63

64 65 66

© Universal Uclick

- 64 They may be even, ironically
- 65 Common street name
- 66 ___-mouthed (insincere)

DOWN

- First-grade basics
- Fly like an eagle
- Ratio phrase
- "Well, obviously!"
- Burr and Hamilton, e.g.
- Game with a dummy
- It's not free of charge
- No-win situation?
- Caribou kin
- Handle the tiller
- LEM part
- Having a lot to lose?
- Special Forces topper
- One of eight on a chessboard
- ___ vital (life force)
- Work, as dough

- 24 Store freebies
- 25 Well-behaved
- 26 Frisbee, e.g.
- 27 Any of the Beatles, once
- 28 Sporty auto, informally
- 29 Stubbed digit
- 32 See 39-Across
- 33 Detective's assignment
- 34 Litmus reddener
- 35 Like a busybody
- 37 Novel's essence
- 38 Fingers, as a perp
- 42 Like Carter's presidency
- 43 Tiny stream
- 44 Like taekwondo
- 45 Cuddly sci-fi critter
- 46 Cheer at the Met
- 47 Like composition paper

Tuesday's Answer

COST FILM DOZES
AHJOY IDEA EXILE
JACKFROSTENSE
URKEL SILENCED
NEO OAF NIOS
LOSINGSTREAK
CHLORINE SELMA
REAR FEVER BIER
EMIRS ELOQUENT
DIRECTORSQUIT
RIP AKA OLD
RETWEETS RAZOR
AWARE SHOCKWAVE
TOXIN TOWA EWES
SKITS NEED SASS

CROSSWORDS

ON YOUR PHONE

mobilegames.usatoday.com

WORD ROUNDUP

By David L. Hoyt and Jeff Knurek

Find and Circle:
Ten words with EA in the middle
Three room surfaces
"Frasier" star (first/last name)
Court sport
Caution; protection

Tuesday's answer: MAGNOLIA CYPRESS SPRUCE CEDAR PINE
ELM OAK / HORROR COMEDY ACTION DRAMA / TAUNT TENT TEST /
PARIS ROME / SOFA BED

QUICKCROSS

By John Wilmes

Existence

Operatic performance

Expansive

Hill-dwellers

Soap brand

Flock of Seagulls song

Clenched hand

Consumes

Tuesday's Answer
S I R I
O R E O
D I N T
A S E A

QUICKCROSS
ON YOUR PHONE
mobilegames.usatoday.com

SUDOKU

Complete the grid so that every row, column and 3x3 box contains the numbers 1 through 9 (no repeats).

6 4 5

7 5 2 3

4

3 5 6 1

8 1 2 7 4

2 4 5 3

9

4 1 7 8

6 2 7

SUDOKU FUSION

ON YOUR PHONE

mobilegames.usatoday.com

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B X R E A D K J R E A M
K E M G R A M M E R Y G
J W A Z N S H R R E Y G
S A E M I V O A S K T E
E L T N R O E L L A E A
A L N A L D E Y E E F R
M E E F Z K X B J C A V
T F C E I L I N G H S F

UP & DOWN WORDS

By David L. Hoyt and Russell L. Hoyt

1. RUNNING
- 2.
- 3.
- 4.
- 5.
- 6.
7. BORDER

- Clues:
1. Football carrier
2. Give in
3. At a lower level
4. Not up to par
5. Normal person
6. Hall-of-Fame QB
7. North Dakota's western edge
- Tuesday's Answer
THE BEST WESTERN CANADA DRY ICE CAP OFF
BEST WESTERN CANADA DRY ICE CAP OFF

PLAY ONLINE

PUZZLES.USATODAY.COM

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Complete the grid so that every row, column and 3x2 box contains the numbers 1 through 6 (no repeats).

1 6 2 3

2 3 6

6 3 2

4 4

2 4 6 1

DIFFICULTY RATING ★★☆☆☆
Tuesday's Answers

8 7 2 1 3 5 4 6 9
4 6 5 7 8 9 1 3 2
3 9 1 4 2 6 8 5 7
7 8 3 2 6 1 9 4 5
5 4 9 3 7 8 6 2 1
1 2 6 9 5 4 7 8 3
2 1 4 8 9 3 5 7 6
6 3 8 5 1 7 2 9 4
9 5 7 6 4 2 3 1 8

5 6 1 4 2 3
2 4 3 5 1 6
1 2 5 3 6 4
6 3 4 2 5 1
3 1 2 6 4 5
4 5 6 1 3 2

1 2 3

4 5 6

7 8 9

10 11 12

TXTPERT

Across
1. 5425633
4. 92757
7. 223
3. 465464
9. 562
10. 833

Down
1. 52925464
2. 2875464
3. 386
5. 32453
6. 33729

Today's theme Sport

1 a o
2 abc
3 def
4 ghi
5 jkl
6 mno
7 p q r s
8 t u v
9 w x y z

Use the phone keypad to decode the clues.
For example, 2 could be A, B or C... and 5/6/7 could be 10ST

Y R A R B R I I
E A P I N U N A
L T S C U L L
I I I I I
I S E I A
Y M A R I Y R

Tuesday's solution

DON'T QUOTE ME

Folk rock icon Bob Dylan thinks about deception.

REARRANGE THE WORDS TO COMPLETE THE QUOTE.
EITHER GOD HAVE LYING ONLY PERSON TWICE YOURSELF
THE _____ YOU _____ TO
THINK _____ ABOUT _____ TO IS
_____ OR TO _____

Tuesday's Answer: "My parents are my backbone. Still are. They're the only group that will support you if you score zero or you score 40." - Kobe Bryant

© WIGGLES 3D GAMES



RFP PROPOSAL RECEIPT LOG

Solicitation #1610 – Self-Contained Breathing Apparatus (SCBA)

Due Date: December 12, 2016

Time: 5:00 pm. PST

Public Procurement Authority (PPA) has received the following responses to the solicitation listed above.

Name LN Curtis + Sons Date & Time 12/12/16 9:25 am
Shipping Carrier UPS Notes _____

Name Ten 8 Date & Time 12/12/16 10:00 am
Shipping Carrier Fedex Notes _____

Name MES Date & Time 12/12/16 10:00 am
Shipping Carrier Fedex Notes _____

Name Cascade Fire Equip Date & Time 12/12/16 10:00 am
Shipping Carrier UPS Notes _____

Name Bauer Compressors Date & Time 12/12/16 1:30 pm
Shipping Carrier UPS Notes _____

Name Life Safety Corporation Date & Time 12/12/16 2:15 pm
Shipping Carrier Hand delivered Notes _____

I hereby certify that the above proposals were received prior to the due date and time listed:

Signed Heidi Arnold
Printed Heidi Arnold
Date Dec 12, 2016

Witnessed by Kelsey Jones
Printed Kelsey Jones
Date 12/12/16

Note: PPA Staff will initial each entry and note the last response received, lining out the remaining spaces.

Amendment to Self-Contained Breathing Apparatus (SCBA) Master Price Agreement

Product Category Adjustment

This Amendment to the Master Price Agreement is effective this 15 day of February, 2018 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY ("Vendor") based upon the sales and/or service of Self-Contained Breathing Apparatus (SCBA).

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about May 29, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor responded to Product Category 5 with net pricing in its Proposal; and

WHEREAS, Vendor included Fill Stations and Compressors in its Proposal; and

WHEREAS, Vendor has provided notice, on or about January 24, 2018, that Fill Stations and Compressors are miscategorized in Product Category 4 and are intended to be included in Product Category 5; and

WHEREAS, Vendor desires that the Master Price Agreement shall be amended in part to reflect the correct Product Category for Fill Stations and Compressors; and

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO SELF-CONTAINED BREATHING APPARATUS (SCBA) MASTER PRICE AGREEMENT

1. Adjustment to Product Category Structure on Self-Contained Breathing Apparatus (SCBA). Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

"ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when

possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE
1	SCBA sets NFPA	SCOTT SAFETY	25% off current list price
2	Face pieces	SCOTT SAFETY	25% off current list price
2	Communications and face piece options	SCOTT SAFETY	10% off current list price
1 & 4	Cylinders	SCOTT SAFETY	25% off current list price
4	Air cart	SCOTT SAFETY	10% off current list price
5	Fill stations and compressors	SCOTT SAFETY	Net price on price sheet
6	Rit PAKs	SCOTT SAFETY	10% off current list price
6	SKA PAKs	SCOTT SAFETY	10% off current list price
6	PAK Tracker	SCOTT SAFETY	10% off current list price
5	Service for SCBA air test	SCOTT SAFETY	\$110 per unit
5	Service for SCBA labor per hour for non-warranty	MES SCOTT Tech	\$70 per hour
5	Parts	SCOTT SAFETY	Net price on price sheet

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 nd Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 29, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



Date 2/15/18

BY: Tella Leighton
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES, INC/LAWMEN SUPPLY COMPANY:



Date 2/15/18

BY: Seth Cosans
ITS: Contract Administrator

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) Municipal Emergency Services, Inc./Lawmen Supply Company (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain Self-Contained Breathing Apparatus (SCBA) and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No.1610 for Self-Contained Breathing Apparatus (SCBA); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1610 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing

contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any

liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase

Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its

subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement

or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
Municipal Emergency Services, Inc./Lawmen Supply Company
7 Poverty Rd 85H Bennett Square
Southbury, CT 06488
ATTN: Seth Cosans

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: May 29, 2017

VENDOR:

Signature: Seth Cosans #1610

Printed Name: Seth Cosans

Title: Contract Administrator
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 5/28/17

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

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6	SKA PAKs	SCOTT SAFETY	10% off current list price
6	PAK Tracker	SCOTT SAFETY	10% off current list price
5	Service for SCBA air test	SCOTT SAFETY	\$110 per unit
5	Service for SCBA labor per hour for non-warranty	MES SCOTT Tech	\$70 per hour
5	Parts	SCOTT SAFETY	Net price on price sheet

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 nd Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Morgan Rodgers

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: APPROVAL OF PARTNERSHIP WITH ED ISAKSON YMCA FOR THE CONSTRUCTION OF EASTSIDE COMMUNITY CENTER

II. RECOMMENDATION:

Approve the Memorandum of Understanding (MOU) between the City of Alpharetta and the YMCA of Metropolitan Atlanta for the Eastside Community Center/YMCA partnership; allocate \$2.5 million dollars from the 2016 Bond Funds for the construction of community space at the Ed Isakson YMCA; and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City of Alpharetta and the Ed Isakson YMCA have a long history of working together as partners to improve the quality of life for the citizens of Alpharetta. Recently, the two entities renewed their Lease and Management Agreement. This agreement outlines the joint programming areas and shared use of facility space.

In the May, 2016 Bond Referendum, the City allocated \$2.5 million dollars for an East Side Community Center/YMCA Partnership. The YMCA developed plans to add community space to the existing facility. These plans include the addition of 5 community spaces that will be used for community programming by both the City of Alpharetta and the Ed Isakson YMCA, as outlined in the Lease and Management Agreement. The total cost of the construction project is \$3.1 million, with the YMCA responsible for any additional cost.

The current schedule calls for the construction to begin in September and the project to be finished in May, 2020. The staff of the YMCA and the City will meet to determine the programming needs and to plan and execute appropriate programming.

V. ALTERNATIVES:

VI. ATTACHMENTS:

MOU Between The City of Alpharetta And The YMCA Of Metropolitan Atlanta Regarding Eastside Community Center, Second Amendment to Indenture of Lease and Management Agreement (YMCA), IAY plans

**MEMORANDUM OF UNDERSTANDING
REGARDING THE EASTSIDE COMMUNITY
CENTER/YMCA PARTNERSHIP BETWEEN THE
CITY OF ALPHARETTA AND THE YMCA OF
METROPOLITAN ATLANTA**

This Memorandum of Understanding regarding proposed renovations of a section of the Ed Isakson/Alpharetta Family YMCA, also known as “the Project”, is between the YMCA of Metropolitan Atlanta, Inc. (“YMCA”) and the City of Alpharetta (“City”) (collectively referred to as "the Parties") for the purpose of outlining the Parties' mutual intent and understandings with respect to construction and operation of the Project. Accordingly, the Parties set forth their intent and understandings as follows:

I. Recitals

- A) Scope of Project. This Project involves the creation of indoor recreation facilities to better serve Alpharetta citizens who live east of Georgia 400 and YMCA members and participants. The Project will be developed through a partnership between the City of Alpharetta and the Ed Isakson/Alpharetta YMCA (a branch of the YMCA of Metropolitan Atlanta, Inc.) and operated by the YMCA.
- B) Purpose of MOU. The purpose of this MOU is to outline certain understandings by and between the Parties to provide for the design, funding, construction and operation of the Project,

II. Plans for the Project

- A) Design of Project. The YMCA will complete the design of the Project working with the City’s designated officials to determine the exact specifications and design requirements. The project will include the conversion of the existing teen center into a community activity, wellness, summer camp, program and meeting space. Building plans for the project are included as Schedule ‘A’.

- B) Construction. The YMCA shall be responsible for the construction of the Project. The construction shall be in compliance with all applicable City codes and ordinances.
- C) Funding. It is anticipated that the cost of the project will be approximately three million one hundred thousand dollars (\$3,100,000.00). The City shall provide two million five hundred thousand dollars (\$2,500,000) for the construction of the Project from the proceeds of the 2016 Alpharetta Parks and Transportation Bond. The YMCA shall pay any funds necessary for completion of the Project above and beyond the City's funding. This project cost estimate is based on the current project plans (Schedule 'A'). The costs of any changes to these plans will be the responsibility of the party that requests such changes. Such changes must be by mutual agreement.
- D) Release of Funds: The City's \$2.5 million has been placed in a trust in accordance with their 2017 Bond Resolution. Upon execution of this agreement, the YMCA will place \$600,000 in a separate trust for exclusive use for this project. The YMCA shall submit monthly invoices to the City for the release of funds to cover costs as incurred. Funds shall be released in a timely manner so that the project can proceed on schedule. Once the City's funds are completely spent, then the YMCA shall utilize its funds to complete the project.

Insurance. The YMCA shall cause its construction contractor (the "Contractor") to obtain and continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts, as follows:

- 1) Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) 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 shall 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.
- 2) Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and in

the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations coverage for a minimum term of two (2) years following final completion), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the YMCA and City, and its elected officials, officers, employees and agents, as additional insured parties.

- 3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000.00) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the project. The policy shall contain 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 shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the YMCA and the City, and its elected officials, officers, employees and agents, as additional insured parties.
- 4) Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. Such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the YMCA and the City, and its elected officials, officers, employees and agents as additional insured parties.

- E) Performance and Payment Bonds. Prior to or at the time of execution of the construction contract, the YMCA shall cause Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in

the State of Georgia, as surety, shall give a contract Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, for the use of the YMCA and the City (performance bond) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (payment bond), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract including a sixty (60) day maintenance period (if applicable) and a twelve-month warranty/guarantee period after the completion of Work performed under this Contract.

- F) Project Schedule. Construction and project completion is anticipated to take nine months. An early September 2019 start will allow completion of the Project in time for summer camp in May 2020. If an early September 2019 start cannot be achieved, the Project shall be scheduled for an August/September 2020 start and a completion in May 2021.
- G) Project Management. The YMCA shall provide construction management of the Project.
- H) Operations/Management. Terms under the April 1995 Agreement between the City and the YMCA, as amended by subsequent actions will apply to operations and maintenance of the space renovated by the Project.

III. Miscellaneous Provisions

- A) Outline of Terms. The Parties each understand and acknowledge that the terms and provisions contained herein are an outline of the terms of the agreements contemplated herein and subsequent agreements mutually-agreed upon in writing by the parties may contain terms and provisions not covered herein.

Executed this _____ day of _____, 2019

YMCA of METROPOLITIAN ATLANTA

By:_____

Name:_____

Position:_____

The CITY of ALPHARETTA

By:_____

Name:_____

Position:_____

Writer's direct phone

(404) 885-6708

Writer's e-mail

btrusty@seyfarth.com

1075 Peachtree Street, N.E.

Suite 2500

Atlanta, GA 30309-3958

(404) 885-1500

fax (404) 892-7056

www.seyfarth.com

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SYDNEY
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HONG KONG
CHICAGO
BOSTON
ATLANTA

March 12, 2019

Mr. Scott Doll
Group Vice President
Ed Isakson/Alpharetta Family YMCA
3655 Preston Ridge Road
Alpharetta, Georgia 30005

Dear Scott:

Enclosed please find the following document filed of record in Fulton County:

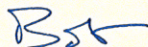
Second Amendment to Indenture of Lease and Management Agreement

If you have any questions, please feel free to give me a call.

Best regards.

Sincerely,

SEYFARTH SHAW LLP



Robert M. Trusty

RMT:jh
Enclosure

cc: Mr. Jeffrey M. Kowalczyk (w/enclosure)

AFTER RECORDING, RETURN TO:

Robert M. Trusty, Esq.
Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, Georgia 30309

PARCEL ID

11 001600450234

CROSS-REFERENCE TO
DEED BOOK 22481, PAGE 68,
FULTON COUNTY, GEORGIA RECORDS

SECOND AMENDMENT TO INDENTURE OF LEASE AND MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO INDENTURE OF LEASE AND MANAGEMENT AGREEMENT ("Second Amendment") is made and entered into as of this 14th day of January, 2018, by and between THE CITY OF ALPHARETTA, GEORGIA, a municipal corporation (the "City"), and YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN ATLANTA, INC., a Georgia non-profit corporation ("YMCA").

WITNESSETH:

WHEREAS, City and YMCA entered into that certain Indenture of Lease and Management Agreement dated April 17, 1997, and recorded in Deed Book 22481, Page 68, Fulton County, Georgia records, as amended by Amendment to Indenture of Lease and Management Agreement dated March 20, 2007 and recorded in Deed Book 45002, Page 401, said records (the "Lease"), pursuant to which Lease City leased to YMCA and YMCA leased from City the Leased Property, as such term is described in the Lease; and

WHEREAS, City and YMCA desire to modify and amend the Lease as set forth below in recognition of the fact that the City and the YMCA desire to work collaboratively to serve the residents of Alpharetta, to fulfill unmet needs, to provide scholarships to those residents otherwise unable to participate and to enhance the range and quality of programs and services in the community;

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Programs and Services. The Lease is hereby amended by deleting Section 9.4 in its entirety and by inserting in lieu thereof the following Section 9.4:

“9.4 Programs and Services. For the first seven (7) years after the date of this Second Amendment, the following programs and services shall be provided at reasonable costs:

a) Team Building. Team building programs will be provided for the City’s staff and council members both at the Facility and at the YMCA’s High Harbor Camp upon request of the City;

b) Programming for Senior Citizens. The YMCA and the City will seek to develop an ongoing menu of integrated, simple to access, programming for seniors to benefit both members of the YMCA and seniors residing in Alpharetta. A senior advisory council shall be formed consisting of (i) a YMCA staff representative, (ii) a City staff representative, and (iii) an equal number of seniors from both the YMCA and Alpharetta (not to exceed twelve individuals). The senior advisory council shall meet quarterly to review opportunities for collaborative programming. Said opportunities shall be reviewed and approved by the Executive Director of the YMCA and the Director of Alpharetta Parks and Recreation. Fees, if any, for said programs shall be reimbursed at either direct cost or the rate charged to YMCA members or Alpharetta residents. The YMCA shall make available to seniors residing in Alpharetta aquatics programs, such as water exercise and open lap swimming, at least two (2) times per week, year-round. Likewise, during the time that the City outdoor pool is open, the City shall make available to YMCA seniors aquatic programs, such as water exercise and open lap swimming, at least two (2) times per week. The schedule for said mutual use shall be determined and approved by the Executive Director of the YMCA and the Director of Alpharetta Parks and Recreation.

c) Other Program Collaboration. The YMCA and the City will seek ways to collaborate in additional program areas in which no overlapping or competing programs exist. Such programming may include serving teenagers and those with “special needs.” Based on a mutual understanding of community needs, the YMCA and the City shall seek to enhance the range of programs offered to the community. Such programs shall be co-promoted and may be collaboratively developed, staffed and located. To implement such program collaboration, the YMCA and the City will work to integrate the program registration process so that prospective participants may access the registration portals of both the YMCA and the City (in person or online) in order to register for the YMCA or City program of choice.

d) Training and Staff Development. On an “as available” basis, the City and the YMCA shall cooperate to provide certified and non-certified training of staff in areas such as CPR/first aid, lifeguarding, day camp, special needs and staff development. The City and the YMCA will reimburse the other at “cost” or the internal rate charged to staff, if any.

e) Community Meeting Space. In accordance with a monthly schedule approved by the Executive Director of the YMCA and the Director of

Alpharetta Parks and Recreation, the YMCA will manage, on behalf of the City, room reservations and hosting responsibilities for Alpharetta community groups. Group qualifications and policies will be aligned with those already in place for similar requests for meeting space at City Hall. Notwithstanding the foregoing, the YMCA may deny requests for meeting space by community groups which are hate groups or have values which conflict with YMCA core values and principles.

f) Alpharetta Greenway. The YMCA and the City will work to design and build improvements to the Alpharetta Greenway trailhead located at Preston Ridge Road (a/k/a YMCA camp property). The design will include expanded activity space and improvements that enhance usage of the Alpharetta Greenway by members of the YMCA and the general public.

2. Facilities. The Lease is hereby amended by deleting Section 3(a) of the Amendment to Indenture of Lease and Management Agreement dated March 20, 2007 in its entirety and by inserting in lieu thereof the following Section 3(a):

“(a) All water and electricity bills incurred in connection with the operation of the Facilities during the School Year (as hereinafter defined) shall be the responsibility of the City.”

3. Annual Reporting. Each calendar year the Executive Director of the YMCA and the Director of Alpharetta Parks and Recreation shall jointly present a report to the Alpharetta City Council with regard to the programs and services set forth in Section 1 of this Second Amendment, the operation of the Facilities and the ongoing efforts to promote the partnership between the City and the YMCA pursuant to the Lease.

4. Definitions. All defined terms appearing in this Second Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the Lease.

5. Ratification. Except as specifically modified herein, the terms and provisions of the Lease are hereby ratified and affirmed. City and YMCA represent, warrant and covenant that each has total and complete authority to execute this Second Amendment and no other consents or approvals are required by any other party whatsoever in connection with the execution or enforceability, or both, of this Second Amendment by any of the parties.

6. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Subscribed and sworn to before me this
14th day of January, 2018: 2019

Clint Abbott
Witness

Abby [Signature]
Notary Public
My Commission Expires: 8-8-21



CITY:

THE CITY OF ALPHARETTA, GEORGIA, a
municipal corporation

By: [Signature]
Name: Jim Colvin
Title: Mayor

Attest: Coty [Signature]
Name: Coty Thigpen
Title: City Clerk

[CORPORATE SEAL]

Subscribed and sworn to before me this
22 day of January, 2018: 2019

[Signature]
Witness

Deborah R. Morrissey
Notary Public
My Commission Expires: 7/11/2022

YMCA:

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF METROPOLITAN ATLANTA, INC., a
Georgia non-profit corporation

By: [Signature]
Name: ED MUNSTER
Title: PRESIDENT + CEO

[CORPORATE SEAL]

Approved as to form:

[Signature]
City Attorney



Deed Book 59683 Pg. 338
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, Georgia



BUILDING DATA

OCCUPANT LOAD CALCULATIONS (IBC TABLE 1004.1.2)			
SPACE	AREA	FACTOR	OCCUPANTS
LOWER LEVEL			
'A-3' NEW GROUP EXERCISE	1134 SF	50	23
'A-3' NEW MULTI-PURPOSE ROOM	4036 SF	15	269
'A-3' RENOVATED BABYSITTING (OWL'S NEST)	862 SF	35	25
MISC. ACCESSORY STOR. AND MECH.	957 SF	300	4
		SUB-TOTAL	= 321
UPPER LEVEL			
'A-3' NEW COMMUNITY ROOM	3562 SF	15	238
'A-3' NEW MULTI-PURPOSE ROOM	1227 SF	15	82
'A-3' RENOVATED LOBBY	1390 SF	15	93
MISC. ACCESSORY STOR. AND MECH.	461 SF	300	1
'A3' BREAK OUT SPACE	183 SF	100	2
		SUB-TOTAL	= 431
		TOTAL	= 752

ABBREVIATIONS

PLUMBING FIXTURE CALCULATIONS (IPC 2012) MEANS OF EGRESS ARRANGEMENTS

REQUIRED	1 (2)	4	1	1	1 (2)	1
PROVIDED WITH IN ADDITION ONE TOILET ROOM	1	4	2	2	2	2

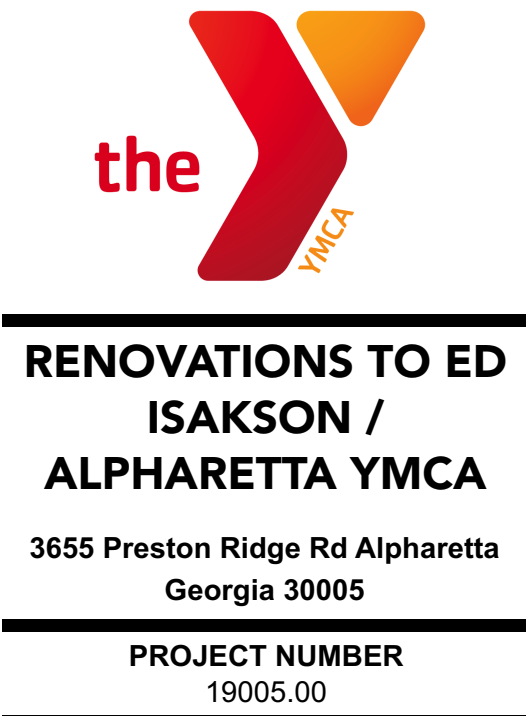
INTERIOR FINISH LIMITATIONS

NFPA 13.3.3

For Existing Assembly Occupancy-sprinklered

A. Exits	Class A
B. Exit Access Corridors	Class A or B
C. General Assembly Spaces*	Class A, B

*Note: Occupant load of more than 300. Occupancy loads less than 300 Class "C" permitted.



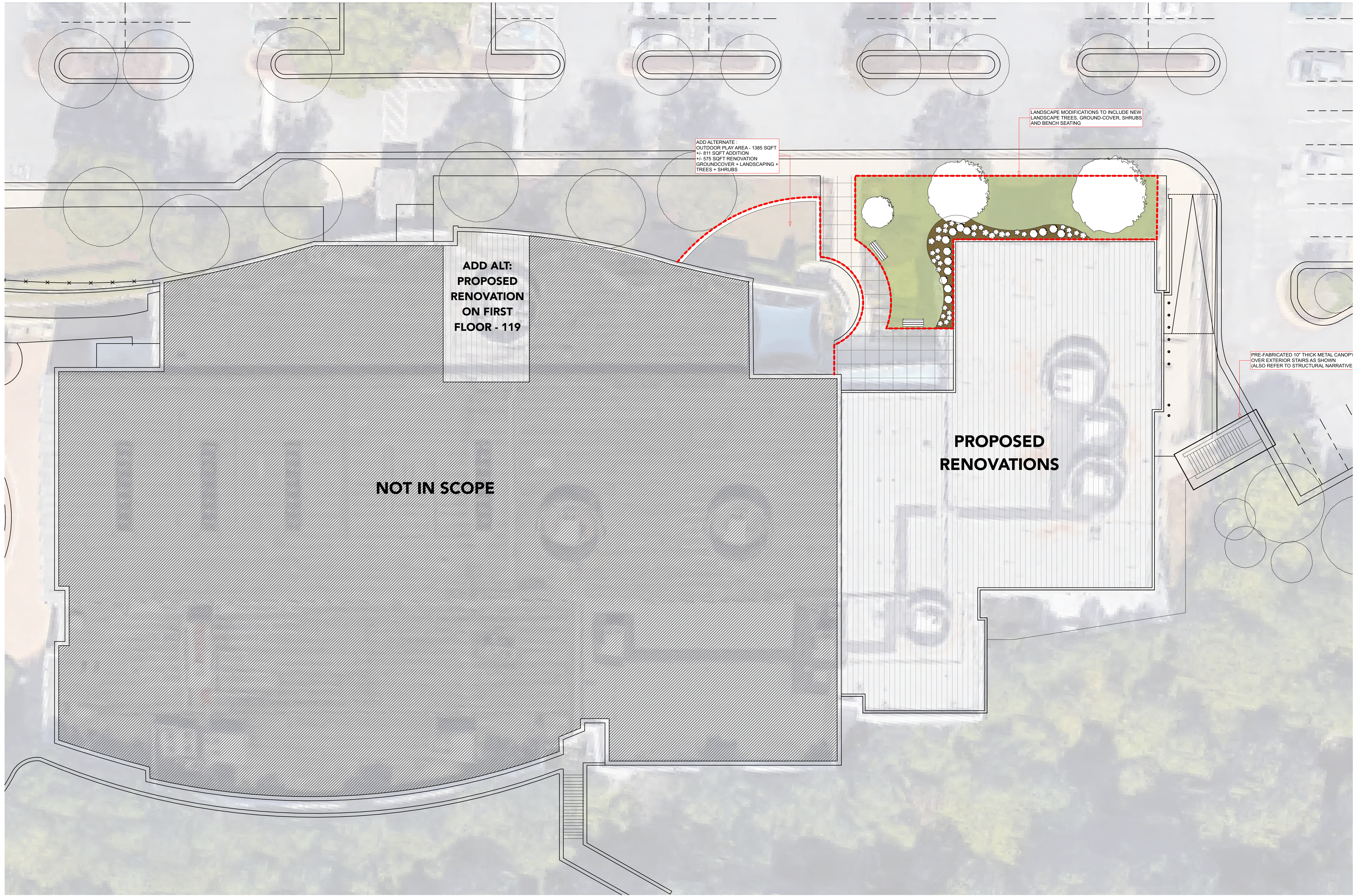
**NOT RELEASED FOR
CONSTRUCTION**

NOTE: READ THE SPECIFICATIONS
THIS SET OF DRAWINGS AND SPECIFICATIONS DEFINE
PROJECT SCOPE AND CONTRACT REQUIREMENTS.
INDIVIDUAL SHEETS SEPARATED FROM THE SET MAY NOT
ADEQUATELY REFLECT ALL INFORMATION NEEDED TO
SUITABLY COVER CERTAIN ITEMS. DO NOT SEPARATE
THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

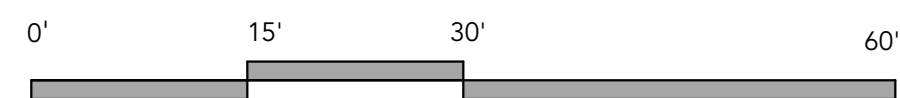
SHEET TITLE
Index/General Notes/Legend

G-001

BIM Server: bimservr.ccaai.net - BIM Server 2017/03.00 YMCA Isakson Renovations - 2/18/19



ARCHITECTURAL SITE PLAN



COOPER CARUSI
COLLINS
ARCHITECTS
SNITZ

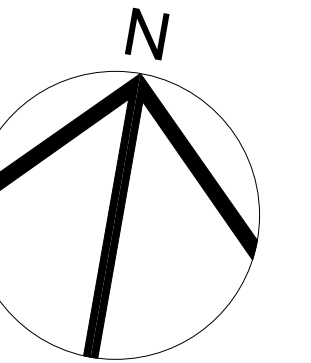
3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001



RENOVATIONS TO ED
ISAKSON /
ALPHARETTA YMCA

3655 Preston Ridge Rd Alpharetta
Georgia 30005

PROJECT NUMBER
19005.00



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AND MAY NOT BE REPRODUCED OR USED WITHOUT THEIR WRITTEN
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NOT RELEASED FOR
CONSTRUCTION

02.07.19 PRICING SET

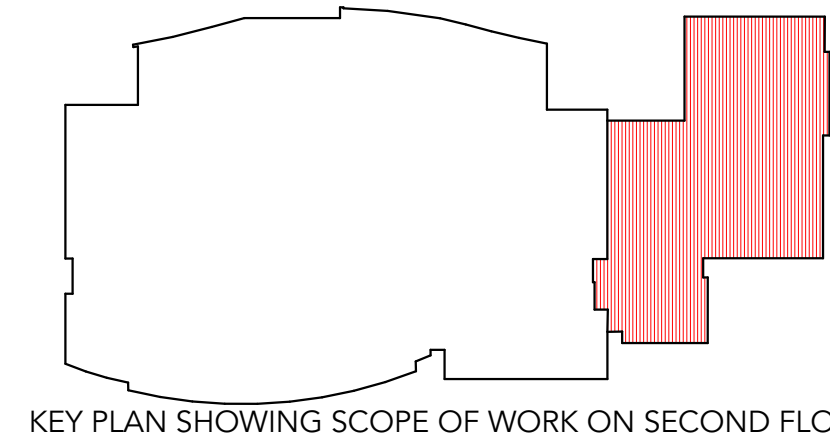
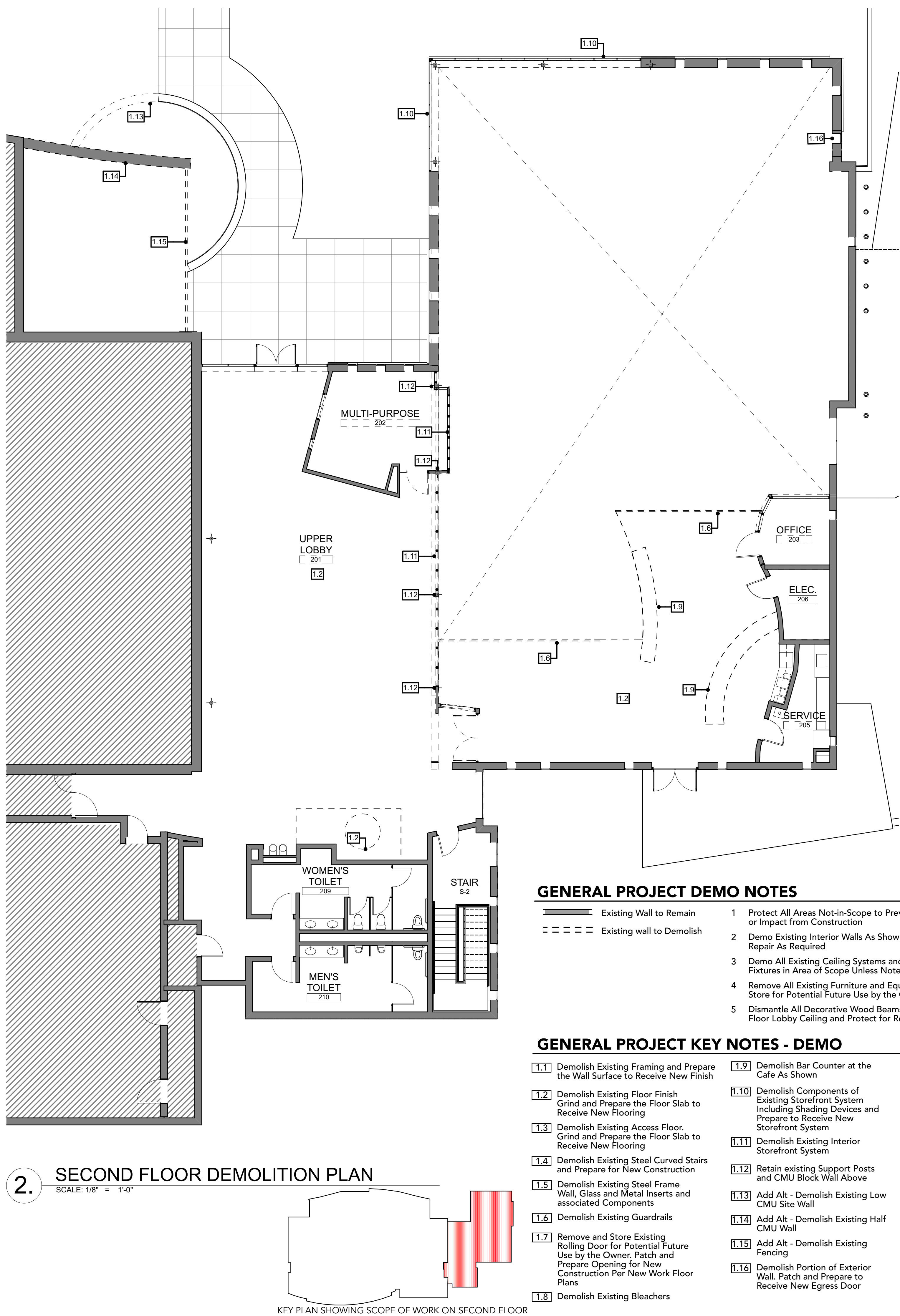
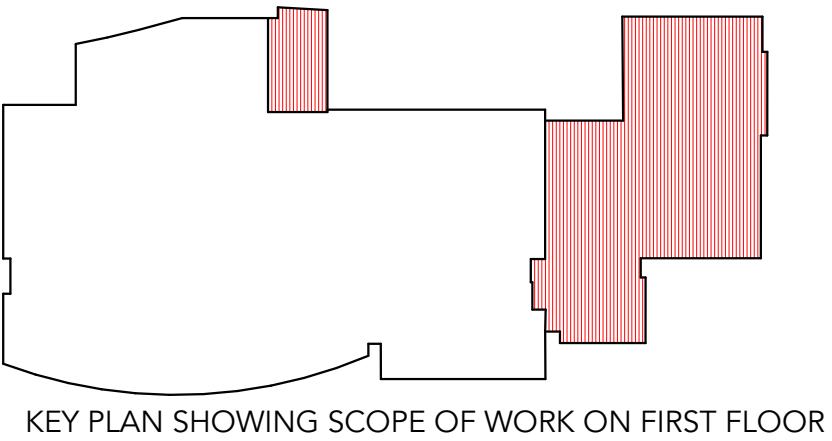
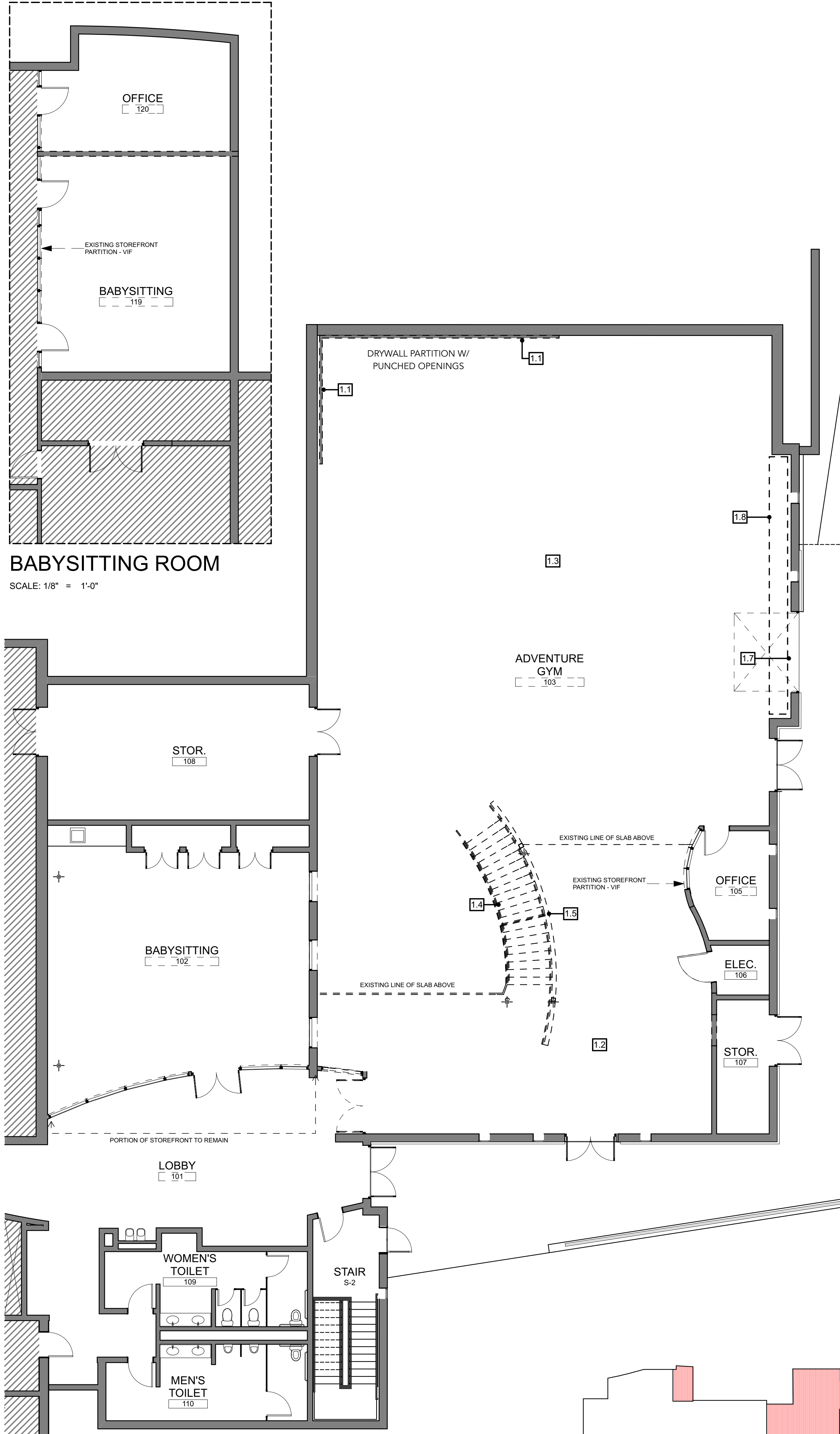
02.15.19 100% SCHEMATIC DESIGN

NOTE: READ THE SPECIFICATIONS
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PROJECT SCOPE AND CONTRACT REQUIREMENTS.
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ADEQUATELY REFLECT ALL INFORMATION NEEDED TO
SUITABLY COVER CERTAIN ITEMS. DO NOT SEPARATE
THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

SHEET TITLE
Architectural Site Plan

A-101

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GENERAL PROJECT DEMO NOTES

- Existing Wall to Remain
 - Existing wall to Demolish
- Protect All Areas Not-in-Scope to Prevent Damage or Impact from Construction
 - Demo Existing Interior Walls As Shown. Patch & Repair As Required
 - Demo All Existing Ceiling Systems and Light Fixtures in Area of Scope Unless Noted Otherwise
 - Remove All Existing Furniture and Equipment. Store for Potential Future Use by the Owner.
 - Dismantle All Decorative Wood Beams in Second Floor Lobby Ceiling and Protect for Re-Use.

GENERAL PROJECT KEY NOTES - DEMO

- Demolish Existing Framing and Prepare the Wall Surface to Receive New Finish
- Demolish Existing Floor Finish Grind and Prepare the Floor Slab to Receive New Flooring
- Demolish Existing Access Floor. Grind and Prepare the Floor Slab to Receive New Flooring
- Demolish Existing Steel Curved Stairs and Prepare for New Construction
- Demolish Existing Steel Frame Wall, Glass and Metal Inserts and associated Components
- Demolish Existing Guardrails
- Remove and Store Existing Rolling Door for Potential Future Use by the Owner. Patch and Prepare Opening for New Construction Per New Work Floor Plans
- Demolish Existing Bleachers
- Demolish Bar Counter at the Cafe As Shown
- Demolish Components of Existing Storefront System Including Shading Devices and Prepare to Receive New Storefront System
- Demolish Existing Interior Storefront System
- Retain existing Support Posts and CMU Block Wall Above
- Add Alt - Demolish Existing Low CMU Site Wall
- Add Alt - Demolish Existing Half CMU Wall
- Add Alt - Demolish Existing Fencing
- Demolish Portion of Exterior Wall. Patch and Prepare to Receive New Egress Door

COOPER CARUSI COLLINS
ARCHITECTS

3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001

the YMCA

RENOVATIONS TO ED ISAKSON / ALPHARETTA YMCA

3655 Preston Ridge Rd Alpharetta Georgia 30005

PROJECT NUMBER
19005.00

N

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02.07.19 PRICING SET

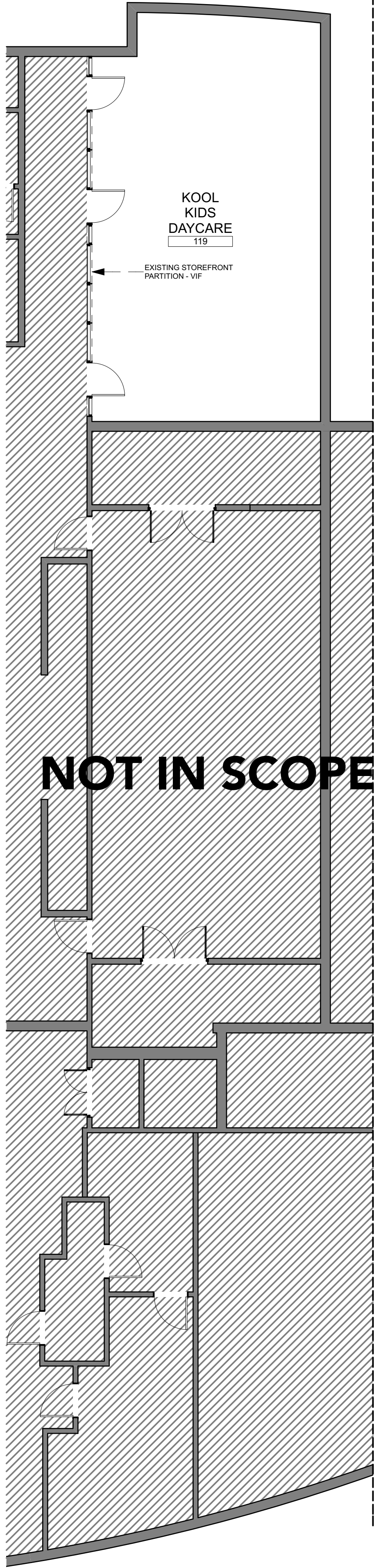
02.15.19 100% SCHEMATIC DESIGN

NOTE: READ THE SPECIFICATIONS
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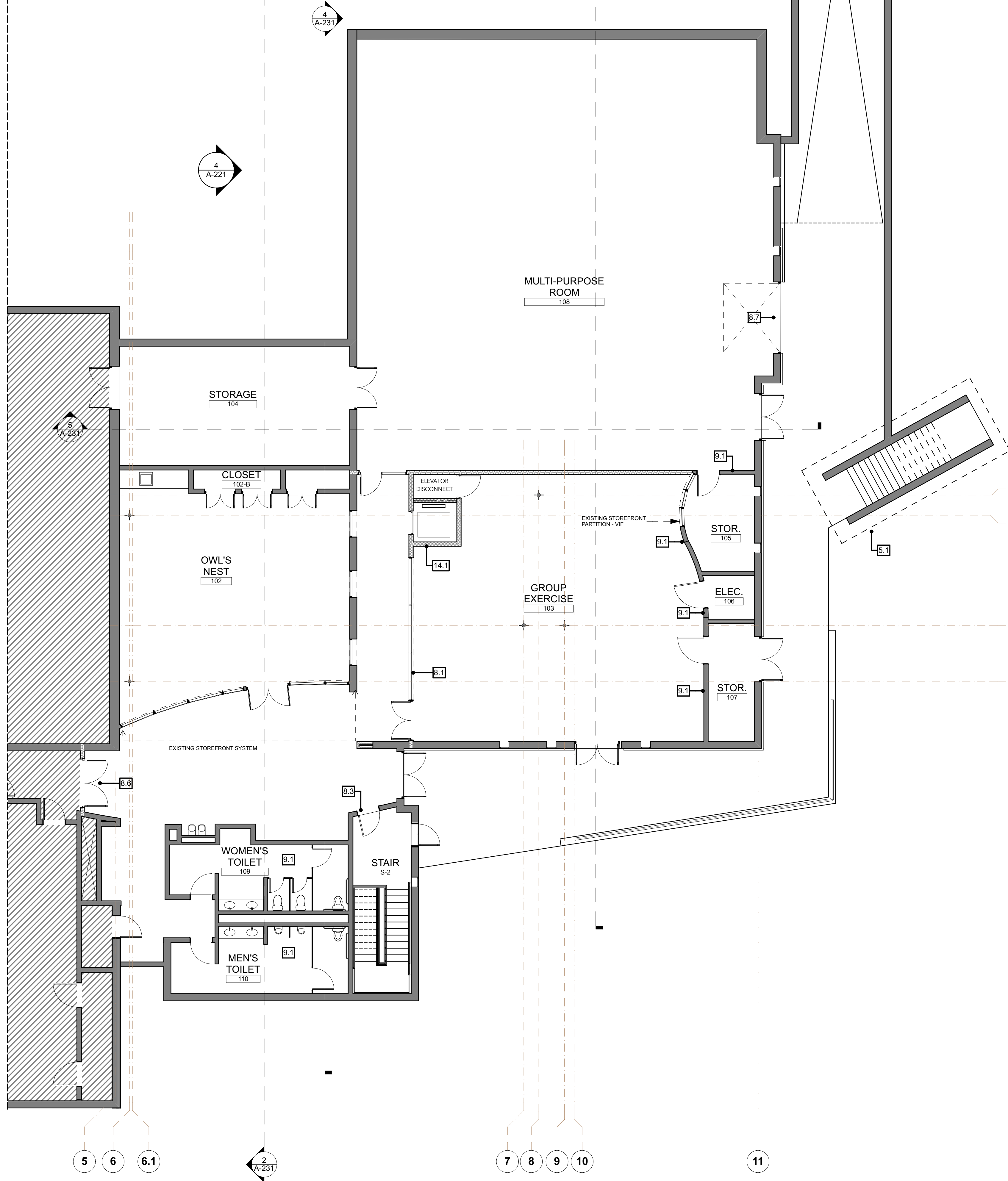
SHEET TITLE
First Floor & Second Floor Demolition Plans

A-111

BIM Server: bimserver.ccaai.net - BIM Server: 201703.00 YMCA Isakson Renovations - 2/18/19



5
A-201
KOOL KIDS RENOVATION
SCALE: 1/8" = 1'-0"



1.
A-201
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

GENERAL PROJECT NOTES

- Existing Wall to Remain
- New Wall
- 1 All New Walls to be of 6" Metal Studs with Sound Attenuation Blanket and 5/8" gwb Both Sides (To Structure) Unless Noted Otherwise
- 2 Aluminium Cont. Hinges and Fingerguards @ All Doors of Lower Level Multi-Purpose Area and Owl's Nest

GENERAL PROJECT KEY NOTES - NEW CONSTRUCTION / RENOVATION

- 3.1 New Composite Slab
- 4.1 Add Alternate: Masonry Knee Wall with Aluminum Fencing
- 5.1 Pre-fabricated 10" Thick Metal Canopy Over Exterior Stairs As Shown.
- 6.1 Plastic Laminate Base Cabinets w/ Solid Surface Counter top @ 34" Above Finished Floor, Plastic Laminate Upper Cabinets w/ adjustable shelf
- 6.2 Re-fresh / Refinish existing millwork wherever necessary
- 6.3 Custom Laser Cut Plywood Wall Panel of varying thickness with clear finish and paint
- 6.4 Custom Wood 'Y' logo Signage, Stained and Sealed for Exterior Application
- 6.5 New Signage at the Metal Canopy
- 7.1 Deck Weather-Proofing System
- 8.1 Interior Storefront System: Aluminum Storefront System w/ Laminated Acoustic Glazing; B.O.D.: Old Castle FG-2000
- 8.2 ADA Door Actuator
- 8.3 Special Egress Locking System - Electromagnetic Locking System
- 8.4 Exterior Storefront System: Aluminium Storefront System w/1" Insulated Glazing Unit w/Low E Coating; B.O.D: Old Castle FG-3000
- 8.5 Exterior Wall Assembly: Fibre Cement Panelized Rainscreen Cladding System, 3 1/2 Resilient Channel Subgirts @ 16"OC / Air Cavity, Rigid Insulation, Air Barrier, Existing CMU Exterior Wall B.O.D Nichiha Vintage Wood
- 8.6 New Secure Double Door
- 8.7 New Glass Sectional Overhead Door to Infill Existing Opening. Provide Alternate Pricing for Aluminum Storefront System w/Double Doors.
- 8.8 New Exterior Egress Door
- 9.1 Re-paint Existing Walls
- 9.2 Recessed Walk-Off Mat
- 9.3 New Athletic Wood Flooring
- 10.1 Operable Acoustic Partition with door opening (STC =60 Min.) Deduct Alt: Floor Supported Truss system for Operable Partition B.O.D.: Mordernfold
- 11.1 Fully Recessed Motorized Ceiling Mounted Projection Screen
- 11.2 Ceiling Mounted Projector
- 14.1 New Commercial Limited Use / Limited Application Machine Roomless Commercial Elevator with 1:2 Roped Hydraulic Lift System w/ Card Access/ Access control : B.O.D: Thyssenkrupp Evolution Deduct Alternate: Vertical Wheelchair Lift - Refer to Architectural Narrative
- 22.1 New Toilet Room to Include Wall mounted Toilet, Hand Dryer, Paper Towel Dispenser, Wall mounted Sink, Mirror, Soap Dispenser

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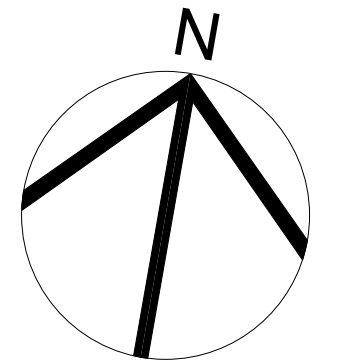
3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001



RENOVATIONS TO ED ISAKSON / ALPHARETTA YMCA

3655 Preston Ridge Rd Alpharetta
Georgia 30005

PROJECT NUMBER
19005.00



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02.15.19 100% SCHEMATIC DESIGN

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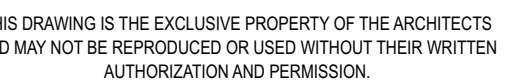
SHEET TITLE
First Floor Plan

A-201



**3655 Preston Ridge Rd Alpharetta
Georgia 30005**

PROJECT NUMBER
19005.00



**NOT RELEASED FOR
CONSTRUCTION**

07.19 PRICING SET

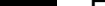
15.19 100% SCHEMATIC DESIGN

NOTE: READ THE SPECIFICATIONS
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SHEET TITLE
Second Floor Plan

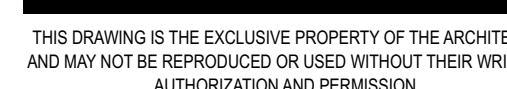
A-202



- | | | | |
|---|-------------------------|---|--|
|  | Existing Wall to Remain | 1 | All New Walls to be of 6" Metal Studs with Sound Attenuation Blanket and 5/8" gwb Both Sides (To Structure) Unless Noted Otherwise |
|  | New Wall | 2 | Aluminium Cont. Hinges and Fingerguards @ All Doors of Lower Level Multi-Purpose Area and Owl's Nest |

GENERAL PROJECT KEY NOTES - NEW CONSTRUCTION / RENOVATION

- | | | | |
|--------------|--|---------------|---|
| [3.1] | New Composite Slab | [8.6] | New Secure Double Door |
| [4.1] | Add Alternate: Masonry Knee Wall with Aluminum Fencing | [8.7] | New Glass Sectional Overhead Door to Infill Existing Opening. Provide Alternate Pricing for Aluminum Storefront System w/Double Doors. |
| [5.1] | Pre-fabricated 10" Thick Metal Canopy Over Exterior Stairs As Shown. | [8.8] | New Exterior Egress Door |
| [6.1] | Plastic Laminate Base Cabinets w/ Solid Surface Counter top @ 34" Above Finished Floor, plastic Laminate Upper Cabinets w/ adjustable shelf | [9.1] | Re-panel Existing Walls |
| [6.2] | Re-fresh / Refinish existing millwork wherever necessary | [9.2] | Recessed Walk-Off Mat |
| [6.3] | Custom Laser Cut Plywood Wall Panel of varying thickness with clear finish and paint | [9.3] | New Athletic Wood Flooring |
| [6.4] | Custom Wood 'Y' logo Signage, Stained and Sealed for Exterior Application | [10.1] | Operable Acoustic Partition with door opening (STC =60 Min.)
Deduct Alt: Floor Supported Truss system for Operable Partition B.O.D. : Mordenfold |
| [6.5] | New Signage at the Metal Canopy | [11.1] | Fully Recessed Motorized Ceiling Mounted Projection Screen |
| [7.1] | Deck Weather-Proofing System | [11.2] | Ceiling Mounted Projector |
| [8.1] | Interior Storefront System:
Aluminum Storefront System w/ Laminated Acoustic Glazing; B.O.D. : Old Castle FG-2000 | [14.1] | New Commercial Limited Use / Limited Application Machine Roomless Commercial Elevator with 1:2 Roped Hydraulic Lift System w/ Card Access/ Access control : B.O.D: Thyssenkrupp Evolution
Deduct Alternate : Vertical Wheelchair Lift - Refer to Architectural Narrative |
| [8.2] | ADA Door Actuator | [22.1] | New Toilet Room to Include Wall mounted Toilet, Hand Dryer, Paper Towel Dispenser, Wall mounted Sink, Mirror, Soap Dispenser |
| [8.3] | Special Egress Locking System - Electromagnetic Locking System | | |
| [8.4] | Exterior Storefront System:
Aluminium Storefront System w/1" Insulated Glazing Unit w/Low E Coating; B.O.D: Old Castle FG-3000 | | |
| [8.5] | Exterior Wall Assembly:
Fibre Cement Panelized Rainscreen Cladding System, 3 1/2" Resilient Channel Subgirts @ 16" OC / Air Cavity, Rigid Insulation, Air Barrier, Existing CMU Exterior Wall B.O.D Nichiha Vintage Wood | | |



1. UNLESS OTHERWISE NOTED ON ALL CEILING DEVICES, IE SUCH AS SPEAKERS, DOWNLIGHTS, SPRINKLER HEADS, ETC., LOCATED WITHIN A CEILING TILE SHALL BE CENTERED IN EACH DIRECTION WITHIN THAT TILE. REFER TO ELECTRICAL AND AUDIOVISUAL DOCUMENTS FOR LOCATIONS.
2. PAINT COLORS AT SOFFITS HAVE BEEN NOTED - SEE FINISH SCHEDULE. DIE PAINT INTO INSIDE CORNER OF SOFFIT.
3. REFER TO MECHANICAL DWGS FOR DIFFUSER LOCATIONS.
4. CENTER CEILING GRIDS IN SPACES AS SHOWN, U.N.O.

Diagram illustrating various ceiling types and their descriptions:

- CEILING HEIGHT ABOVE FINISHED FLOOR OF ROOM CONTAINING CEILING.**
- CEILING TYPE**
- TYPE A - 2' X 2' STANDARD ACUSTICAL CEILING PANELS AND GRID**
- TYPE C - GYPSUM WALL BOARD PAINTED**
- TYPE D - MOISTURE RESISTANT GYPSUM BOARD, PAINTED**
- TYPE E - MOISTURE RESISTANT GYPSUM BOARD, PAINTED EPOXY**
- TYPE G - OPEN TO STRUCTURE**
- TYPE I - OPEN TO STRUCTURE. PAINT ALL EXPOSED SURFACES WHITE**
- TYPE K - ACUSTICALLY RATED GYPSUM CEILING ASSEMBLY: 2 LAYERS 1/2" GYPSUM WALLBOARD ATTACHED TO RESILIENT CHANNELS SUPPORTED BY KINETICS 150 GRID QUICK CONNECT WIRE THE CEILING HANGER W/WIRE GYPSUM GRID SUSPENSION. PROVIDE 6" SOUND ATTENUATION BLANKET**
- TYPE N - 3/4" PLYWOOD PANELS WITH CLEAR POLYURETHANE FINISH, SUSPENDED FROM STRUCTURE ABOVE**

"RING" PENDANT LED FIXTURE 36" X 48"

ALLOW 150 SQFT SUSPENDED ACOUSTIC PANEL FINS

2' X 2' & 2' X 4' LAY - IN LIGHT FIXTURE

1' X 12' SUSPENDED LIGHT FIXTURE

RECESSED DOWNLIGHT FIXTURE

WET AREA RECESSED DOWNLIGHT FIXTURE

HLD DOWNLIGHT FIXTURE

PENDANT FIXTURE

WALL MOUNTED EX

CEILING MOUNTED EXIT LIGHT FIXTURE

SUPPLY DIFFUSER

RETURN DIFFUSEF

TESTED CELL LINE

5.1 Pre-Fabricated 10" Thick Metal Canopy Over Exterior Stairs as Shown

11.1 Fully Recessed Motorized Ceiling Mounted Projection Screen

11.2 Ceiling Mounted Projector

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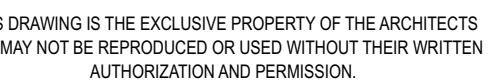
COOL KIDS DAYCARE RENOVATION

SCALE: 1/8" = 1'-0"

10 FIRST FLOOR REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

MAINTAIN EXISTING
CEILING FINISHES AND
FIXTURES



1. UNLESS OTHERWISE NOTED ON ALL CEILING DEVICES, IE SUCH AS SPEAKERS, DOWNLIGHTS, SPRINKLER HEADS, ETC., LOCATED WITHIN A CEILING TILE SHALL BE CENTERED IN EACH DIRECTION WITHIN THAT TILE. REFER TO ELECTRICAL AND AUDIOVISUAL DOCUMENTS FOR LOCATIONS.
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3. REFER TO MECHANICAL DWGS FOR DIFFUSER LOCATIONS.
4. CENTER CEILING GRIDS IN SPACES AS SHOWN, U.N.O.

CEILING HEIGHT ABOVE FINISHED FLOOR OF ROOM
CONTAINING CEILING.

CEILING TYPE

TYPE A - 2' X 2' STANDARD ACOUSTICAL CEILING
PANELS AND GRID

TYPE C - GYPSUM WALL BOARD PAINTED

TYPE D - MOISTURE RESISTANT GYPSUM BOARD, PAINTED

TYPE E - MOISTURE RESISTANT GYPSUM BOARD, PAINTED EXPOS

TYPE G - OPEN TO STRUCTURE

TYPE I - OPEN TO STRUCTURE. PAINT ALL EXPOSED
SURFACES WHITE

TYPE K - ACOUSTICALLY RATED GYPSUM CEILING ASSEMBLY: 2
LAYERS 1/2" GYPSUM WALLBOARD ATTACHED TO RESILIENT
CHANNELS SUPPORTED BY KINETICS 150 GRID QUICK CONNECT
WIRE THE CEILING HANGER W/WIRE GYPSUM GRID SUSPENSION.
PROVIDE 6" SOUND ATTENUATION BLANKET

TYPE N - 3/4" PLYWOOD PANELS WITH CLEAR
POLYURETHANE FINISH, SUSPENDED FROM STRUCTURE
ABOVE

"RING" PENDANT LED FIXTURE 36" X 48"

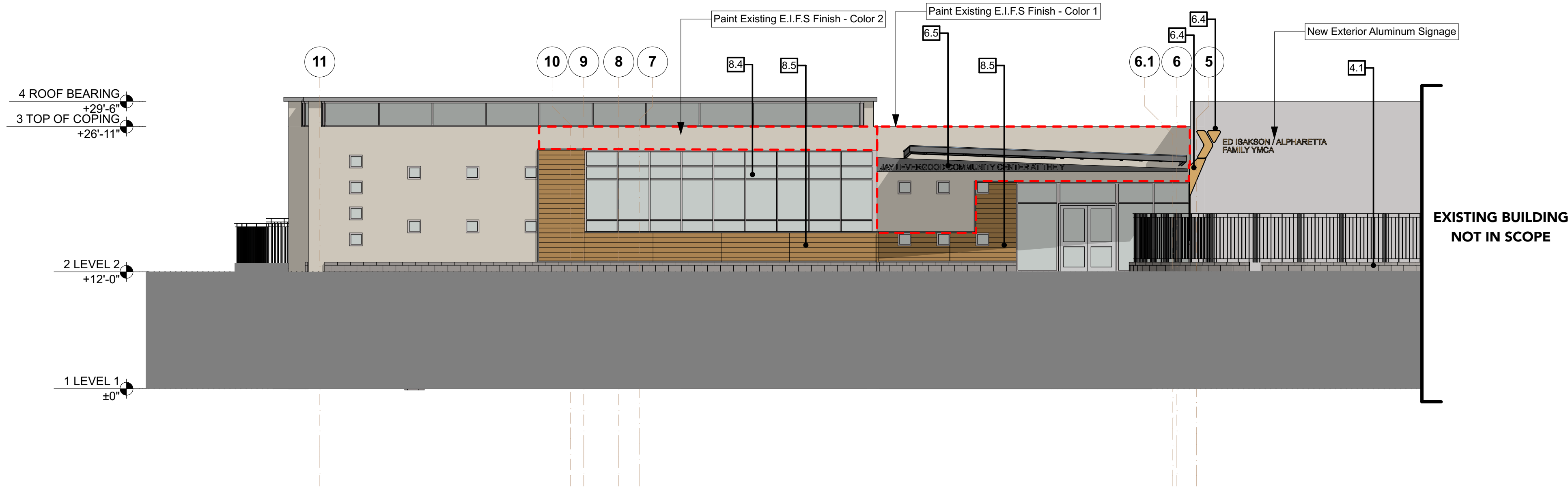
ALLOW 150 SQFT SUSPENDED ACOUSTIC PANEL FINS

2' X 2' & 2' X 4' LAY - IN LIGHT FIXTURE

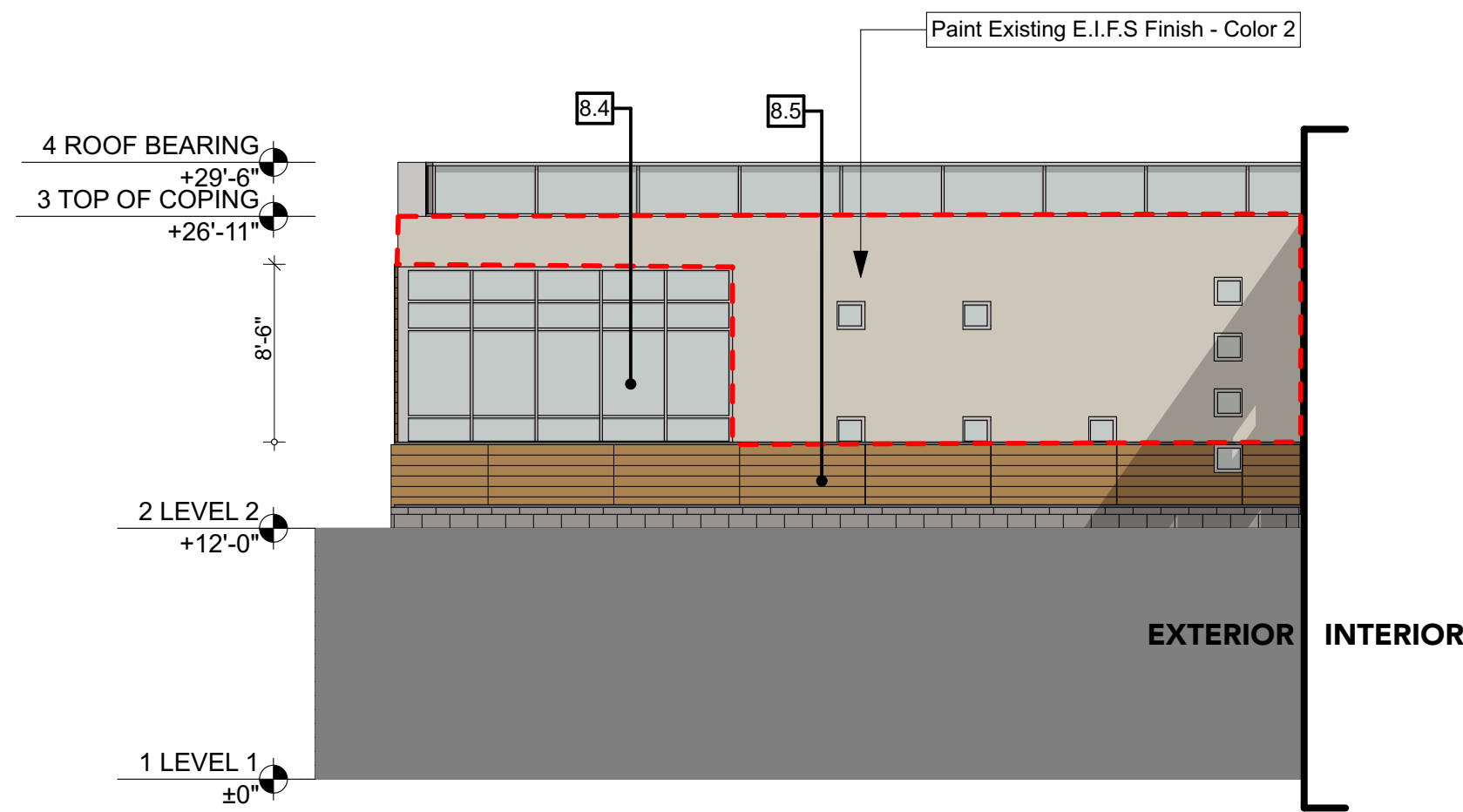
1' X 12" SUSPENDED LIGHT FIXTURE

- 5.1 Pre-Fabricated 10" Thick Metal Canopy Over Exterior Stairs as Shown
- 11.1 Fully Recessed Motorized Ceiling Mounted Projection Screen
- 11.2 Ceiling Mounted Projector

5 SECOND FLOOR REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"



2
A-221
FRONT FACADE ELEVATION
SCALE: 1/8" = 1'-0"



4
A-221
FRONT FACADE ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL PROJECT NOTES

- | | |
|---|--|
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GENERAL PROJECT KEY NOTES - NEW CONSTRUCTION / RENOVATION

- | | |
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| [4.1] Add Alternate: Masonry Knee Wall with Aluminum Fencing | [8.7] New Glass Sectional Overhead Door to Infill Existing Opening. Provide Alternate Pricing for Aluminum Storefront System w/Double Doors. |
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| [6.5] New Signage at the Metal Canopy | [11.1] Fully Recessed Motorized Ceiling Mounted Projection Screen |
| [7.1] Deck Weather-Proofing System | [11.2] Ceiling Mounted Projector |
| [8.1] Interior Storefront System: Aluminum Storefront System w/ Laminated Acoustic Glazing; B.O.D : Old Castle FG-2000 | [14.1] New Commercial Limited Use / Limited Application Machine Roomless Commercial Elevator with 1:2 Roped Hydraulic Lift System w/ Card Access/ Access control : B.O.D: Thyssenkrupp Evolution Deduct Alternate : Vertical Wheelchair Lift - Refer to Architectural Narrative |
| [8.2] ADA Door Actuator | [22.1] New Toilet Room to Include Wall mounted Toilet, Hand Dryer, Paper Towel Dispenser, Wall mounted Sink, Mirror, Soap Dispenser |
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COOPER CARUSI COLLINS
ARCHITECTS
SNITTO

3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001



RENOVATIONS TO ED ISAKSON / ALPHARETTA YMCA

3655 Preston Ridge Rd Alpharetta
Georgia 30005

PROJECT NUMBER
19005.00

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SHEET TITLE
Exterior Elevations

A-221



RENOVATIONS TO ED
ISAKSON /
ALPHARETTA YMCA

3655 Preston Ridge Rd Alpharetta
Georgia 30005

PROJECT NUMBER
19005.00

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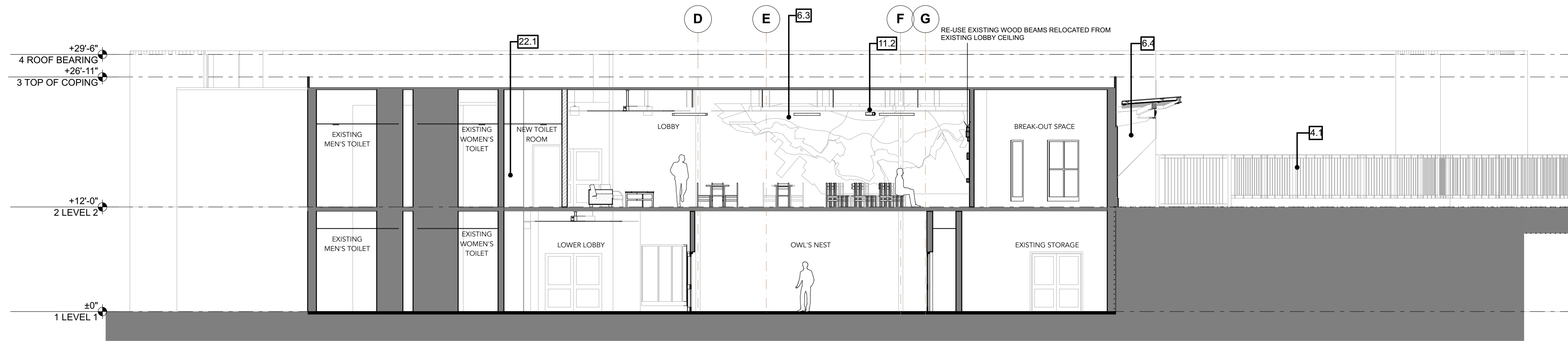
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02.15.19 100% SCHEMATIC DESIGN

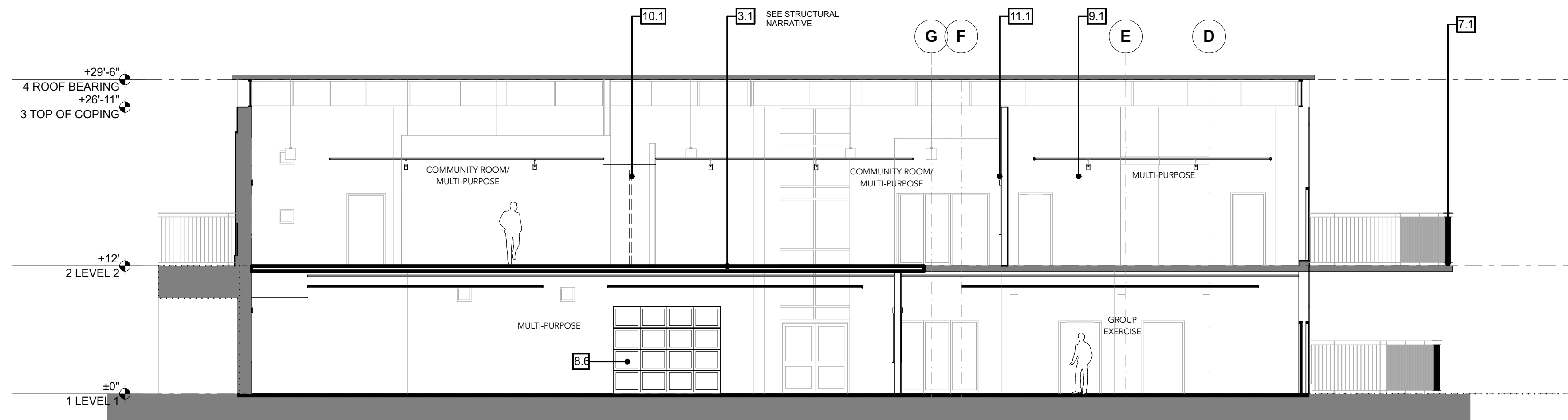
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SHEET TITLE
Building Sections

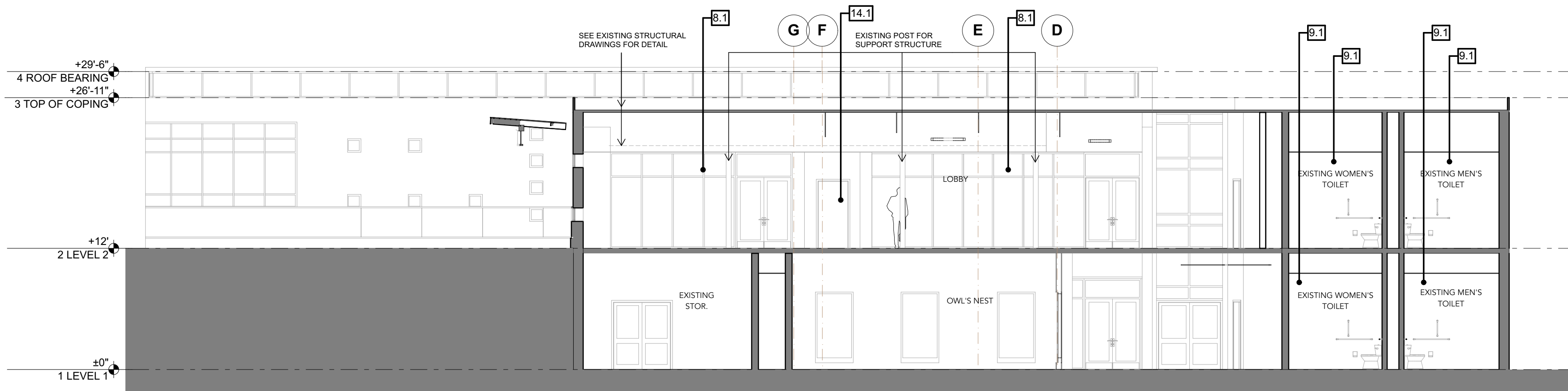
A-231



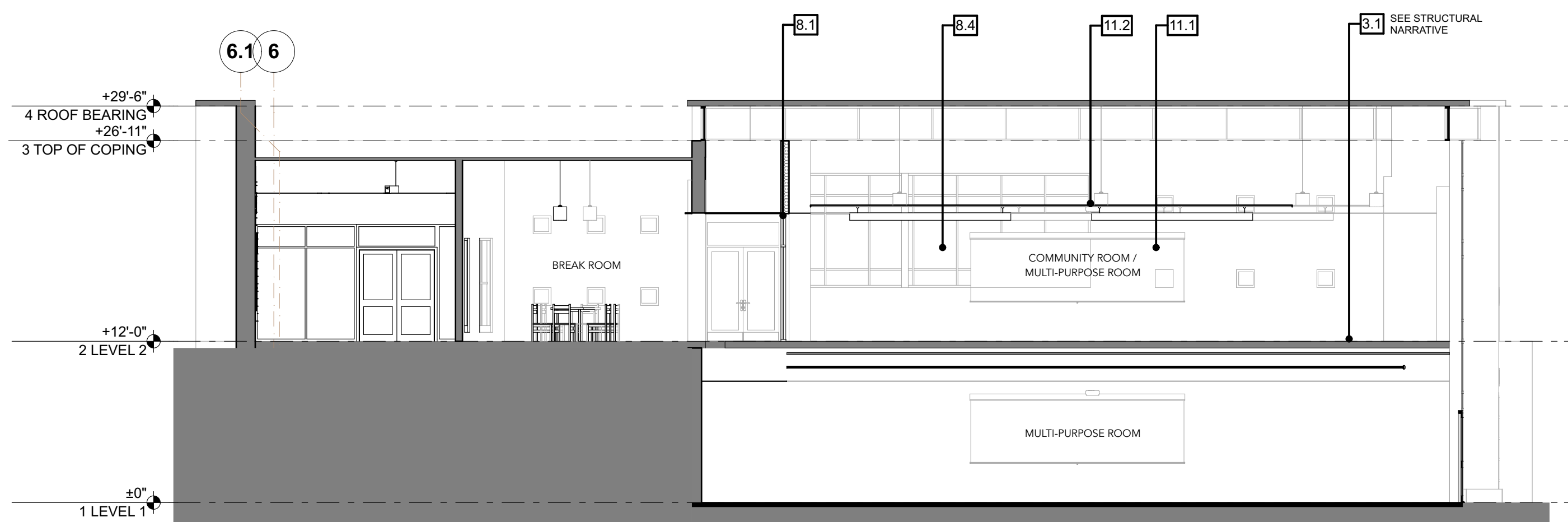
2
A-231
SECTION
SCALE: 1/8" = 1'-0"



3
A-231
SECTION
SCALE: 1/8" = 1'-0"



4
A-231
SECTION
SCALE: 1/8" = 1'-0"



5
A-231
SECTION
SCALE: 1/8" = 1'-0"

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GENERAL PROJECT KEY NOTES - NEW
CONSTRUCTION / RENOVATION

- | | |
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ROOM NUMBER	SPACE	FLOOR FINISH	BASE FINISH	WALL FINISH	CEILING FINISH	MILLWORK	NOTES
FIRST FLOOR							
108	MULTI-PURPOSE ROOM	RESILIENT ATHLETIC FLOORING	4" STRAIGHT RUBBER	PAINT	ACOUSTICALLY RATED GYPSUM AND 2X2 ACT	N/A	GAME LINES BUILT INTO FLOORING (HOPSCOTCH, 45 SQUARE ETC.)
103	GROUP EXERCISE ROOM	RESILIENT ATHLETIC FLOORING	4" STRAIGHT RUBBER	PAINT	ACOUSTICALLY RATED GYPSUM AND 2X2 ACT	N/A	
102	OWL'S NEST	RESILIENT ATHLETIC FLOORING	4" STRAIGHT RUBBER	PAINT	MAINTAIN EXISTING CEILING FINISH AND FIXTURES	N/A	CO-ORDINATE WITH YMCA'S BOARD MEMBER FOR FINISH STANDARDS
119	KOOL KIDS' DAYCARE	RESILIENT ATHLETIC FLOORING	4" STRAIGHT RUBBER	PAINT	ACOUSTICALLY RATED GYPSUM AND 2X2 ACT	N/A	
SECOND FLOOR							
200	ENTRY VESTIBULE	WALK-OFF MAT	4" STRAIGHT RUBBER	PAINT	MOISTURE RESISTANT GYPSUM BOARD - PAINTED	N/A	
201	RENOVATED LOBBY	-STAINED AND SEALED CONCRETE -LVT	N/A	-PAINT -PLYWOOD PANELS W/ CLEAR FINISH AND PAINT (FEATURE WALL)	-PLYWOOD PANELS W/ POLYURETHANE FINISH -OTS-PAINTED WHITE	N/A	
202	BREAK-OUT SPACE	STAINED AND SEALED CONCRETE	N/A	PAINT	-OTS-PAINTED WHITE	PLASTIC LAMINATE VERTICAL SURFACES SOLID HORIZONTAL SURFACES	
204	COMMUNITY ROOM	LVT	4" STRAIGHT RUBBER	PAINT	-ACOUSTICALLY RATED GYPSUM AND 2X2 ACT -OTS PAINTED WHITE	N/A	
208	COMMUNITY ROOM	LVT	4" STRAIGHT RUBBER	PAINT	-ACOUSTICALLY RATED GYPSUM AND 2X2 ACT -OTS PAINTED WHITE	N/A	
203	MULTI-PURPOSE ROOM	RESILIENT ATHLETIC FLOORING	4" STRAIGHT RUBBER	PAINT	ACOUSTICALLY RATED GYPSUM AND 2X2 ACT	N/A	
211	NEW TOILET ROOM	PORCELAIN TILE	BULLNOSE PORCELAIN	PAINT AND PORCELAIN TILE	MOISTURE RESISTANT GYPSUM BOARD - PAINTED	N/A	
212	NEW STORAGE	SEALED CONCRETE		PAINT	OTS	N/A	

COOPER CARUSI COLLINS ARCHITECTS

3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001

the

YMCA

RENOVATIONS TO ED ISAKSON / ALPHARETTA YMCA
3655 Preston Ridge Rd Alpharetta Georgia 30005
PROJECT NUMBER 19005.00

THIS DRAWING IS THE EXCLUSIVE PROPERTY OF THE ARCHITECTS AND MAY NOT BE REPRODUCED OR USED WITHOUT THEIR WRITTEN AUTHORIZATION AND PERMISSION.

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NOT RELEASED FOR CONSTRUCTION

02.07.19 PRICING SET

02.15.19 100% SCHEMATIC DESIGN

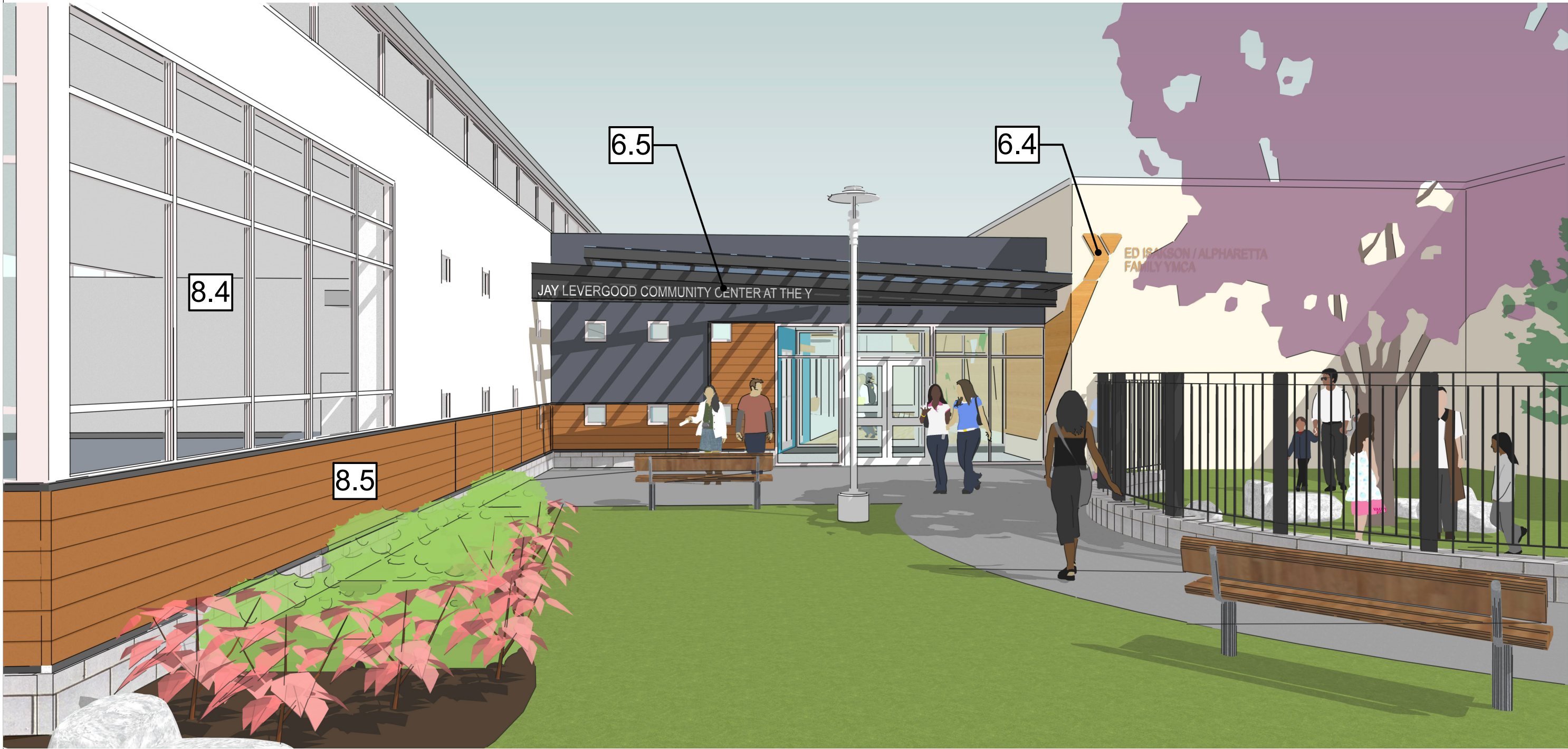
NOTE: READ THE SPECIFICATIONS

THIS SET OF DRAWINGS AND SPECIFICATIONS DEFINE PROJECT SCOPE AND CONTRACT REQUIREMENTS. INDIVIDUAL SHEETS SEPARATED FROM THE SET MAY NOT ADEQUATELY REFLECT ALL INFORMATION NEEDED TO SUITABLY COVER CERTAIN ITEMS. DO NOT SEPARATE THIS SET OF DRAWINGS INTO INDIVIDUAL SHEETS.

SHEET TITLE

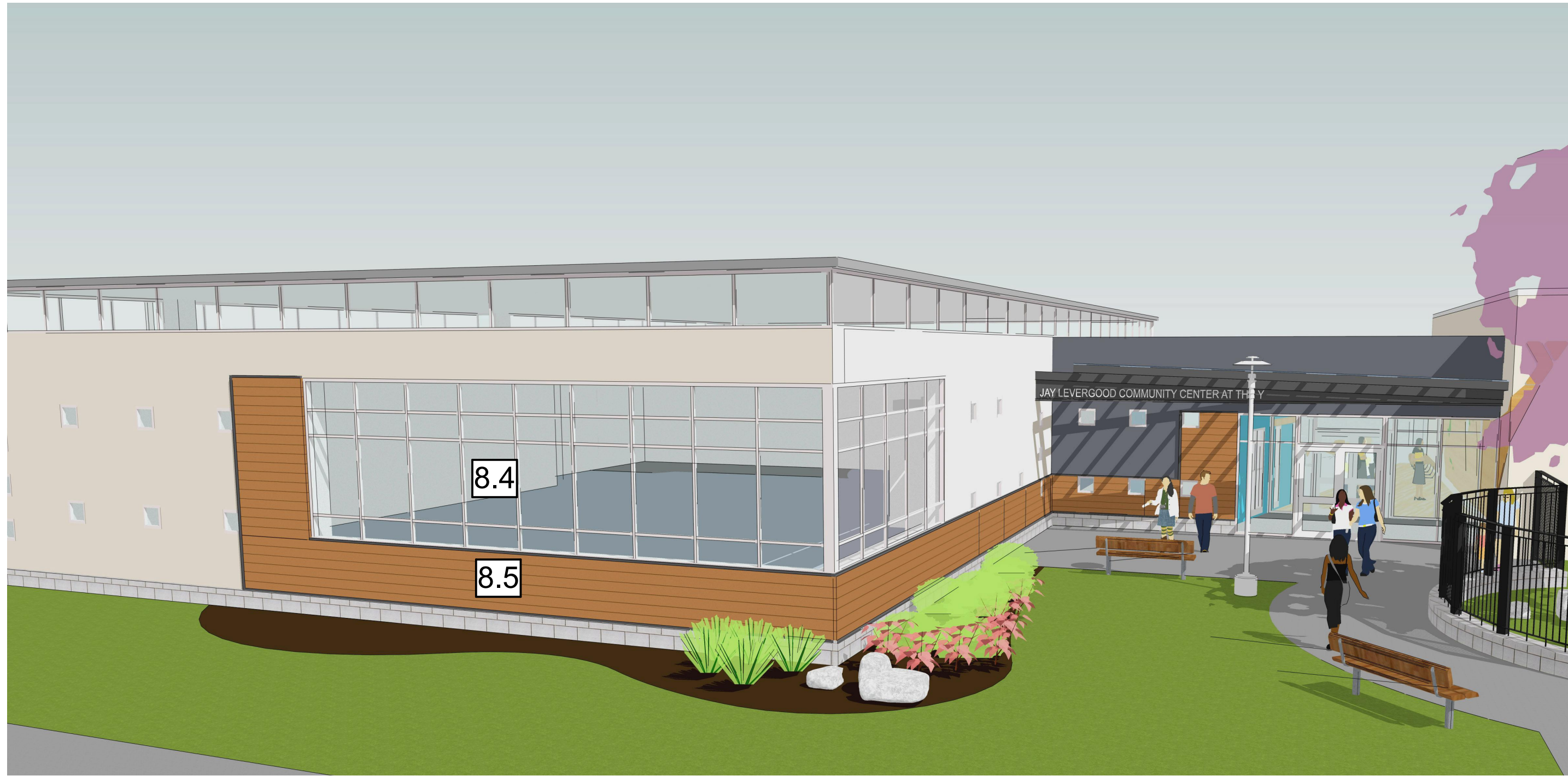
Preliminary Area Finishes

A-701



3
A-901

EXTERIOR ENTRY IMPROVEMENTS



13
A-901

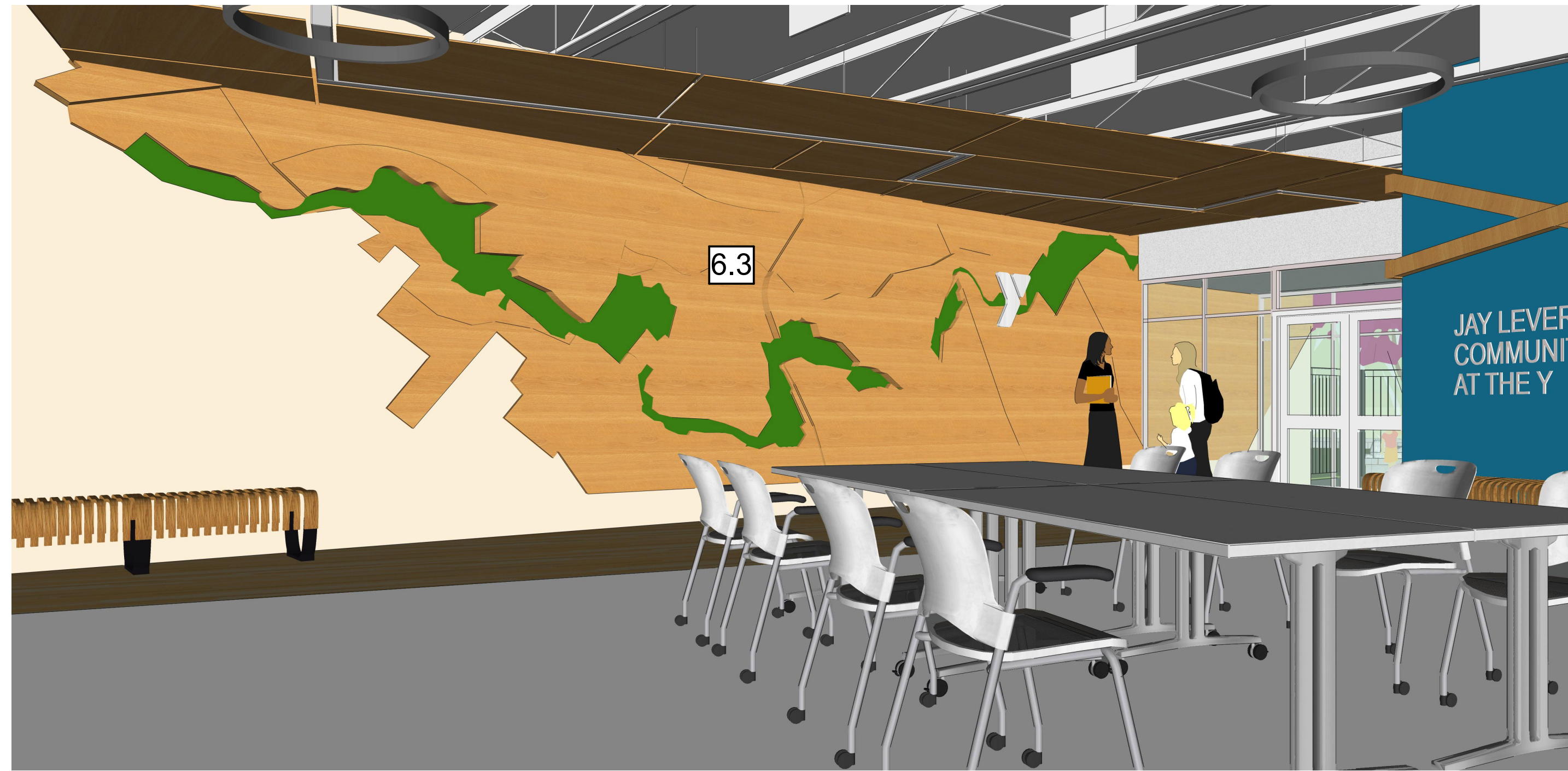
EXTERIOR FACADE IMPROVEMENTS



5
A-901

SECOND FLOOR RENOVATED LOBBY

RE-USE DECORATIVE WOOD BEAMS RELOCATED FROM EXISTING LOBBY CEILING



15
A-901

FEATURE WALL

COOPER CARUSI
COLLINS
ARCHITECTS

3391 Peachtree Rd NE, Suite 400
Atlanta, Georgia 30326
404-873-0001



RENOVATIONS TO ED
ISAKSON /
ALPHARETTA YMCA

3655 Preston Ridge Rd Alpharetta
Georgia 30005

PROJECT NUMBER
19005.00

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SHEET TITLE
Reference 3D Views

A-901



City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Ruby Flynn

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: ARBORICULTURAL ON-CALL SERVICE CONTRACT FOR PARKS

II. RECOMMENDATION:

Please award RFP No. 20-102 to Downey Trees Inc., for an Arboricultural On-Call Service Contract and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: YES

TOTAL PROJECT COST: TOTAL PROJECT COST: \$110,000.00.

CONTRACT COSTS WILL BE FUNDED THROUGH CURRENT
APPROPRIATIONS

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

The City has a continuing need for a reliable and responsive arboriculture contractor. Arboricultural services are needed to supplement City resources in providing safe, efficient and effective tree removal and tree care services. This arboricultural service contractor will also be available on an emergency basis, 24 hours a day, seven days a week.

The Recreation, Parks and Cultural Service Department, with guidance from the Department of Finance, prepared RFP 20-102 (request for proposal) and advertised for proposals in July of 2019. Proposals were received by the City on August 8, 2019. The proposals were then reviewed by the selected Evaluation Committee. The Evaluation Committee consisted of City staff members from the Park Services Division and the Community Development Department. Each member of the committee scored the proposals independently based on the evaluation criteria set forth in the RFP. After the completion of independent reviews, the Evaluation Committee then met on August 21, 2019 to tabulate the overall scores of the respondents.

For RFP 20-102 Arboricultural On-Call Service Contract, the City received a total of four proposals from the following companies: Downey Trees, Inc., Richmond Tree Experts, Inc., Boutte Tree, Inc., and Caldwell Tree Care. The committee evaluated each proposal based on the following criteria: ISA Certifications (15%); Company Experience (32%); Business Location (10%), Overall Impression of the Company and Response to this RFP (20%), Alpharetta vendor preference (3%) and cost (20%). With each category being ranked in a scale of 1 - 5 (1 being the lowest to 5 being the highest), the resulting scores were as follows:

- Downey Tree, Inc 4.22
- Caldwell Tree Care 4.04
- Boutte Tree, Inc. 2.98
- Richmond Tree Experts, Inc. 3.87

After reviewing all the proposals, the top scorer was Downey Trees Inc., who has served as the City's Arboricultural On-Call Service Contractor since 2009. The Evaluation Committee has recommended awarding RFP 20-102 Arboricultural On-Call Service Contract to Downey Trees, Inc. The contract is for two (2) years with three (3) optional one-year renewals, not to exceed a total of five (5) years, with an anticipated effective date of November 1, 2019.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Downey Trees Inc RFP 20-102 COST PROPOSAL, Downey Trees Inc RFP 20-102 Bid Documents, RFP 20-102 Record of Receipt Final, Budget Accounts for Tree Service

Position	Price Unit	Base Year 1	Base Year 2
ISA Certified Arborist On-Site Supervision	Per Hour	\$85.00	\$85.00
Ground Person	Per Hour	77.50	77.50
Trimmer Person	Per Hour	77.50	77.50
Tree Climber	Per Hour	77.50	77.50
Stump Grinding - Less than 16" Diameter	Lump Sum	55.00	55.00
Stump Grinding - Greater than 16" Diameter	Per Inch	4.00	4.00
Bucket Truck and Operator	Per Hour	105.00	105.00
Crane (40 ton) and Operator	Per Hour	140.00	140.00
Emergency Response with Full Equipment (in excess of normal cost)	Per Hour	15.00	15.00

Award will consider price, but price will not be the sole, determining factor.

Proposal Price Certification

In compliance with Section 2 Scope of Project/Specifications, the undersigned offers and agrees that if this Proposal is accepted by the City Council within ninety (90) days of the date of RFP Proposal Response Due Date/Time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY Downey Trees Inc.

ADDRESS 5055 Shadburn Road, Cumming GA 30041

AUTHORIZED SIGNATURE(S) Paul Bagley

PRINT / TYPE NAME(S) AND TITLE(S) Paul Bagley, President

CONTACT INFO: PHONE NUMBER Terry Teakell 770-324-7265

CONTACT INFO: E-MAIL ADDRESS +teakell@downeytreesinc.com

**CITY OF ALPHARETTA
REQUEST FOR PROPOSALS (RFP)
(THIS IS NOT AN ORDER)**



Finance Department
2 Park Plaza
Alpharetta, GA 30009
P: (678) 297-6052
F: (678) 297-6093
purchasing@alpharetta.ga.us

RFP TITLE:	ON-CALL TREE SERVICE FOR PARKS	
RFP #:	20-102	
RFP RESPONSE DUE DATE/TIME:	AUGUST 8, 2019	10:00 AM
RFP ISSUE DATE:	JUNE 27, 2019	
NUMBER OF PAGES:	37	

SINGLE POINT OF CONTACT DURING PROCUREMENT PROCESS

PROCUREMENT AGENT:	ABIGAIL (ABBY) SHIPP
City of Alpharetta	Phone: 678-297-6052 FAX: 678-297-6093
Finance Department	Email: purchasing@alpharetta.ga.us
2 Park Plaza	Procurement Website: https://www.ebidexchange.com/alpharetta
Alpharetta, GA 30009	

INSTRUCTIONS TO SUBMIT A PROPOSAL:

1. CITY HALL NORMAL HOURS FOR DELIVERIES: MON-THURS 8:30 AM-5:00 PM; FRI 8:30 AM-4:30 PM
2. PROPOSAL PACKAGE MUST BE SEALED IN OPAQUE PACKAGING; NO FAXED OR EMAILED RESPONSES ACCEPTED
3. SUBMIT UNBOUND (3-RING BINDER OK) **ONE** PAPER ORIGINAL WITH ORIGINAL SIGNATURES; **FIVE** PAPER COPY OF ORIGINAL; AND **ONE** CD-ROM/FLASH DRIVE COPY OF ORIGINAL
4. **ONE** COST PROPOSAL ORIGINAL IN SEPARATE SEALED ENVELOPE
5. NO PUBLIC OPENING WILL BE HELD FOR RFP RESPONSES

DELIVER SEALED PROPOSAL TO:

CITY OF ALPHARETTA
FINANCE DEPARTMENT
CITY HALL 1ST FLOOR CASHIER'S OFFICE
2 PARK PLAZA
ALPHARETTA, GA 30009
ATTN: ABIGAIL (ABBY) SHIPP

EXTERIOR OF OFFEROR'S SEALED ENVELOPE/PACKAGE MUST NOTE:

Offeror's Name and Address
RFP Title & Number as noted on top of this page
RFP Due Date & Time as noted on top of this page
(or as may be changed by Official Written Addendum)

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposal and with required and informational documents, files, and/or forms posted to webpage for this RFP and made part of this RFP and any contract that may be awarded as a result of response to this RFP. Furthermore, Offeror acknowledges and agrees that Offeror has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirements of the proposed Work, and hereby proposes and agrees that if Offeror's Proposal is accepted, Offeror will contract with the City in full conformance with the Contract Documents.

FIRM/OFFEROR NAME:	Downey Trees Inc.
FIRM/OFFEROR MAILING ADDRESS:	5055 Shadburn Road, Cumming GA 30041
FIRM/OFFEROR PHONE NUMBER(S):	770-889-2822
FIRM/OFFEROR FAX NUMBER(S):	770-889-3260
EMAIL ADDRESS FOR OFFEROR'S CONTACT:	info@downeytreesinc.com
AUTHORIZED OFFEROR SIGNATURE:	Paul Bagley
PRINTED NAME OF SIGNER:	Paul Bagley, President
OFFEROR FEDERAL I.D. NUMBER:	58-1998365
OFFEROR DUNS NUMBER:	947249199

ON-Call Tree Services for Parks

1. Method of Providing Services – One page maximum

- *Provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the Offeror intends to do, the timeframes necessary to accomplish the Work, and how the Work will be accomplished.*

a) Understanding of Project

Downey Trees Inc. is a full-service tree care company providing all aspects of tree care including removal, pruning and plant health care applications. With over thirty years of experience providing service to private and commercial property owners and multiple municipalities, we understand the city's need to balance public safety and natural resource management with fiscal responsibility. At Downey Trees our highest priority will always be the safety of our team members, the public and the property of our customers.

b) Approach

Downey Trees possesses the resources and assets to meet any tree care need the city may have. Downey Trees will assign a dedicated arborist with multiple years of experience to be the primary point of contact for the city. This arborist will respond to all requests for service from the city as well as ensuring that approved work is completed in a timely, safe and professional manner.

- ***Describe how your firm would handle:***

1) a tree removal in a wetland area,

One of the cornerstone principals of Downey Trees is to minimize impact in areas where tree removal is required. Our goal is once we are gone, the only evidence of our work will be the safe removal of the tree(s) in question. Wetland situations present a unique challenge due to the difficulty of working in them as well as the sensitivity to protecting these valuable resources. Downey Trees employs numerous methods to minimize impact when working in these areas such as low ground pressure equipment, winches and cribbing.

2) a tree removal from the greenway or existing trail.

The City of Alpharetta Greenway is an incredible natural resource for the city and its residents. However, doing tree care on this vast trail system presents numerous challenges. Among these are working in a wetland environment as described above, difficult access and interaction with the patrons of the trail systems. Downey has the assets to successfully meet these challenges. Some of the assets used on the Green way are our 4X4 utility vehicles to facilitate our team accessing the area and tracked equipment such as our tracked chipper and tracked stump grinder which eliminates the need to haul brush and debris out saving both time and money and minimizing disruption for the trail users.

Downey Trees, Inc.

O: 770-889-2822 F: 770-889-3260

info@downeytreesinc.com

www.downeytreesinc.com

Corporate Office:
5055 Shadburn Road
Cumming, GA 30041

Norcross Branch:
5324 Old Norcross Road
Norcross, GA 30071

Destin FL Branch:
435 S Hwy 393
Santa Rosa Beach, FL 32459

Savannah Branch (dba Evergreen Tree):
823 McWhorter Drive
Savannah, GA 31411

Recycling Yard Norcross:
4560 S. Berkeley Lake Road
Norcross, GA 30071

Recycling Yard Austell:
3150 Humphries Hill Road
Austell, GA 30106

Overview

Downey Trees, Inc. has been servicing the Metro-Atlanta area and surrounding counties since 1984. We have a large fleet of tree equipment, at least fifteen I.S.A. Certified Arborists, and approximately 110 full-time employees on staff. We specialize in services from routine tree removal to extensive plant health care programs for residential or larger commercial properties. At Downey Trees, Inc. we take pride in our work and our reputation shows it. Our abilities are unsurpassed in providing professional and courteous service for the community.

History

Downey Poteat and Paul Bagley founded Downey Trees Unlimited in 1984. Paul & Angie Bagley became owners of Downey Trees, Inc. in 1989. Paul Bagley and Downey Trees, Inc. have become a respected authority in the tree care industry in the Metro-Atlanta area over the past 35 years, including the development of a top-grade working relationship with many of the leading landscape maintenance companies in Atlanta.

Mission

"We will treat all employees, clients, prospective clients, vendors, and our community, with the highest degree of integrity, honesty, and loyalty as we pursue our business goals and objectives."

Services

Tree Care

- Consulting
- Tree Preservation
- Tree Maintenance
- Tree Removal
- Pruning
- Cabling & Bracing
- Lightning Protection
- Plant Health Care
- Stump Grinding & Removal

Vegetation Management

- Forestry Mowing

Greenwaste Recycling

- Landscape Debris Management
- Wood Pickup & Hauling
- Mulch Delivery
- Compost Delivery

Downey Trees, Inc.

O: 770-889-2822 F: 770-889-3260

info@downeytreesinc.com

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Corporate Office:
5055 Shadburn Road
Cumming, GA 30041

Norcross Branch:
5324 Old Norcross Road
Norcross, GA 30071

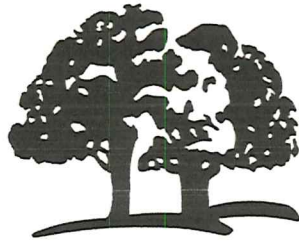
Destin FL Branch:
435 S Hwy 393
Santa Rosa Beach, FL 32459

Savannah Branch (dba Evergreen Tree):
823 McWhorter Drive
Savannah, GA 31411

Recycling Yard Norcross:
4560 S. Berkeley Lake Road
Norcross, GA 30071

Recycling Yard Austell:
3150 Humphries Hill Road
Austell, GA 30106

Professional Affiliations:	
www.treecareindustry.com	Tree Care Industry Association 
http://www.tcia.org/TCIA/directories/CompanyInformation.aspx?CompanyID=114	Tree Care Industry Association Accreditation 
www.isa-arbor.com	International Society of Arboriculture 
www.isasouthern.org	Southern Chapter, International Society of Arboriculture
Informational for Tree Health:	
http://extension.caes.uga.edu/	The University of Georgia, Cooperative Extension Service
www.fs.fed.us/foresthealth/sudden_oak_death_updates.shtml	USDA Forest Service, Sudden Oak Death
www.invasive.org	Invasive and Exotic Species



Downey Trees
I N C.

PAUL BAGLEY, PRESIDENT
5055 SHADBURN ROAD
CUMMING, GA 30041
TEL: 770-889-2822
FAX: 770-889-3260

Arborist Certification Numbers

Paul Bagley, ISA Certified Arborist **SO-0636**

Chris Lane, ISA Certified Arborist **SO-0131A**

Jaime Steward, ISA Certified Arborist **SO-5955A**

Jamie Duncan, ISA Certified Arborist **SO-6957A**

Jason Chester, ISA Certified Arborist **SO-1667A**

Lukas Ball, ISA Certified Arborist **SO-4386A**

Matt Tucker, ISA Certified Arborist **SO-5227A**

Matt Warzecha, ISA Certified Arborist **SO-5842A**

Pete Zogby, ISA Certified Arborist **SO-5314A, ISATRAQ**

Rick Barnes, ISA Certified Arborist **SO-5723A**

Robert Culty, ISA Certified Arborist **SO-10030A**

Robert Heath, ISA Certified Arborist **SO-6055A**

Terry Teakell, ISA Certified Arborist **SO-6195AU**

Paul S. Bagley
5055 Shadburn Road
Cumming, GA 30041
W: 770-889-2822 C: 404-557-0773
Email: pbagley@downeytreesinc.com

EDUCATION

- Forsyth Central High School, Cumming, GA
High School Diploma - 1983
- Pickens Technical College, Pickens County, GA - 1984

WORK EXPERIENCE

- | | | |
|----------------------|-----------------|--------------------|
| • Downey Trees, Inc. | 1984 to present | President |
| • Davey Tree Experts | 1983 to 1984 | Climber / Arborist |

LICENSES & CERTIFICATIONS

- I.S.A Certified Arborist, SO#0636
- GA Dept. of Agriculture Commercial Pesticide License, #04193

MEMBERSHIPS & INTERESTS

- International Society of Arboriculture Member
- Tree Care Industry Member
- Georgia Arborist Association Corporate Member
- Atlanta Apartment Association Member
- Metro Atlanta Landscape & Turf Association Member
- National Arbor Day Foundation Member
- Georgia Green Industry Association Member

Angie D. Baglèy
5055 Shadburn Road
Cumming, GA 30041
W: 770-889-2822 C: 678-776-6387
Email: mrsdowney@aol.com

EDUCATION

- **Forsyth Central High School, Cumming, GA**
High School Diploma - 1984
- **Lanier Technical College, Gainesville, GA**
Secretarial Science Degree - 1985

WORK EXPERIENCE

- | | | |
|----------------------------------|------------------------|--|
| • Downey Trees, Inc. | 1989 to present | Vice President, Secretary/Treasurer |
| • State Farm Insurance | 1987 to 1989 | Insurance Sales & Service |
| • Gunter & Associates | 1985 to 1987 | Accountant Assistant |

MEMBERSHIPS & INTERESTS

- **Forsyth County Chamber of Commerce Member**
- **Gwinnett County Chamber of Commerce Member**

Melanie L. Ehler
808 Slope Creek Way
Canton, GA 30115
W: 770-889-2822 C: 770-324-7165
Email: mehler@downeytreesinc.com

EDUCATION

- South Forsyth High School, Cumming, GA
High School Diploma - 1993
- Gainesville College, Gainesville, GA
Associates Degree Business Administration - 1998
- North GA College & State University, Dahlonega, GA
Bachelors Degree Business Management, Cum Laude – 2001

WORK EXPERIENCE

- | | | |
|---------------------------|-------------------------|------------------------|
| • Downey Trees, Inc. | August 1998 to present | Finance/Office Manager |
| • Paul & Angie Bagley | May 1995 to August 1998 | Child Care Provider |
| • Bianco's Italian Grille | June 1995 to May 1998 | Server |
| • Bath & Body Works | Nov. 1994 to May 1995 | Sales Associate |

MEMBERSHIPS & INTERESTS

- Notary Public, Cherokee County, Georgia, Commission expires 3/11/2014
- Member – Phi Theta Kappa, International Honor Society of the Two Year College
- Participation in the March of Dimes Walk America since May 1998 to present.
- Participation in the Avon Breast Cancer 3-Day Walk in October 1999.
- Participation in other various fundraising & charity events.



Downey Trees

I N C.

PAUL BAGLEY, PRESIDENT
5055 SHADBURN ROAD
CUMMING, GA 30041
TEL: 770-889-2822
FAX: 770-889-3260

REFERENCES:

City of Alpharetta:
1790 Hembree Rd.
Alpharetta, GA 30004

Contact, Ruby Flynn 678-297-6123
Tree care services & Recycling landscape debris
1) *Wills Park*
2) *Greenway Trail*
3) *Recycling landscape debris*

City of Atlanta
Dept of Parks & Rec
233 Peachtree St NE
Suites 1600/1700
Atlanta, GA 30303

Contact, Chris Kallio, 404-546-6813
Tree care services
1) *Atlanta Street Tree Pruning*
2) *Central Park*
3) *Chastain Park*

City of Norcross:
Public Works
345 Lively Ave.
Norcross, GA 30071

Contact, Mary Beth Bender 678-421-2000
Tree care services
1) *Betty Mauldin Park*
2) *Lillian Webb Park*
3) *Pinnacle Park*

City of Snellville:
2491 Marigold Rd.
Snellville, GA 30078

Contact, Gaye Johnson 770-985-3527
Grinding & Recycling landscape debris

City of Chamblee:
Public Works
5468 Peachtree Rd.
Chamblee, GA 30341

Contact, Olan Roper, 770-986-5019
Recycling landscape debris



Downey Trees I N C.

PAUL BAGLEY, PRESIDENT
5055 SHADBURN ROAD
CUMMING, GA 30041
TEL: 770-889-2822
FAX: 770-889-3260

January 2018 to June 2019 Five Largest Clients, Services Provided, and Total Revenues:

- Russell Landscape Group, Inc. – tree services, recycling \$1,081,374.03
- HighGrove Partners, LLC - tree services, recycling \$928,442.09
- Piedmont Green Power – woodwaste deliveries \$657,286.32
- Green Brothers Earth Works - tree services, recycling \$458,105.00
- McDonald Development - tree services \$448,594.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC PO Box 724728 Atlanta GA 31139	CONTACT NAME: Brenda Durham PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL: bdurham@pointenorthins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company INSURER B: GuideOne National Insurance Company INSURER C: Berkshire Hathaway Homestate Companies INSURER D: Berkley National Insurance Company INSURER E: INSURER F:
INSURED Downey Trees Inc 5055 Shadburn Road Cumming GA 30041	NAIC # 25844 14167 20044 38911

COVERAGES

CERTIFICATE NUMBER: CL196382295

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: PD Deductible 1,000			CPA4296912-44	06/07/2019	06/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CPA4296912-44	06/07/2019	06/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist Bi- \$ 1,000,000
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0			56000045100 - Follows Form	06/07/2019	06/07/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	DOWC015543	06/07/2019	06/07/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equipment			MIM 1015094	06/07/2019	06/07/2020	Leased & Rented 400,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Alpharetta Attn: Finance Department 2 Park Plaza Alpharetta GA 30009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Keith H. Dillon</i>
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Downey Trees, Inc. Cumming, GA

Is accredited by the Tree Care Industry Association for:



- ☒ Adherence to ethical business practices
- ☒ Compliance with Industry Standards for safety and performance; and,
- ☒ Provision of quality service.

*Downey Trees, Inc. has maintained Accredited status in good standing since
10/1/2007.*

This annual Accreditation certificate is valid thru 6/18/2022 .

June 19, 2019

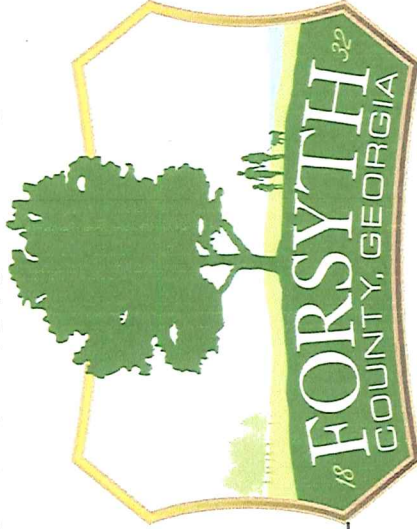
Date

A handwritten signature in black ink, appearing to read "Robert Rouse".

Robert Rouse, Chief Program Officer

FORSYTH COUNTY

20 BUSINESS LICENSE 19



DOWNNEY TREES, INC
BUSINESS NAME

June 16, 1989
ORIGINAL ISSUE DATE

5055 SHADBURN RD
STREET ADDRESS

December 31, 2019
EXPIRATION DATE

8900321

BUSINESS LICENSE NUMBER

561730

NAICS CODE

BAGLEY, PAUL & ANGIE

BUSINESS OWNER

Amy Konrad
LICENSE OFFICIAL

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

Georgia Department of Agriculture
Gary W. Black, Commissioner
Pesticide Division
19 M.L.K. Jr. Drive, SW, Room 410
Atlanta, GA 30334
Tele: (404) 656-4958 Fax: (404) 657-8378
agr.georgia.gov/pesticides.aspx

PESTICIDE CONTRACTOR LICENSE

Expiration Date:

12/31/2019

Downey Trees Inc.
5324 OLD NORCORSS RD
NORCROSS GA 30071

License Number:

18602

Categories:

24;



This License Must Be Posted At All Times In A Prominent Location.

City of Alpharetta Disclosure Form and Certificate of Non-Collusion**DISCLOSURE FORM and CERTIFICATE OF NON-COLLUSION**

Bidder must disclose any possible conflict of interest with any City of Alpharetta (City) elected official and/or employee and if a known relationship exists between any principal or employee of your corporation, firm, team, organization, or person and any City elected official and/or employee. Relationship may consist of financial, personal, or family relations or may be in the form of campaign contributions to elected officials.

If, to your knowledge, no relationship exists, this shall be stated in your response. Failure to disclose such a relationship (or lack thereof) may result in response being declared non-responsive and will not be considered further. If already awarded, may result in cancellation of a purchase and/or contract as a result of your response. Check one of the following, as it applies to your firm and this request. Use additional forms if needed:

- ☒ **No known relationship exists.** *If this box checked, skip to signature and firm information at bottom of form.*
- ☐ **Relationship does exist.** *If this box checked, include the name and position of the City Official to whom a campaign contribution was made or official/employee relationship. Use a separate form for each official to whom a contribution has been made within the past two (2) years or for additional official/employee relationships.*

Elected Official name and position:	
Amount/Value of Contribution:	
Date and description of Contribution:	
List other Relationship Type and name of City Employee/Official:	

By signing this form, I certify that:

- As an officer of this firm, or per the attached letter of authorization, I am duly authorized to certify the information provided herein is accurate and true; and my firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- That the firm's response is made without prior understanding, agreement, or connection with any corporation, firm, team, organization, or person submitting a response for the same materials, supplies, equipment, opportunity, or services and is in all respects fair and without collusion or fraud. My firm understands and agrees that bid/proposal collusion is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect. O.C.G.A. 45-10-20 through 45-10-28 provide that it is unlawful for a state [City] employee to transact business with the agency by which that person is employed for himself, on behalf of a business in which the employee or his/her spouse or dependents has a substantial interest, or on behalf of anyone as agent, broker, dealer, or representative. Transacting business is defined as selling real property, personal property, or services, or purchasing surplus real or personal property.

Firm's Full Legal Name: Downey Trees Inc.
(PLEASE TYPE OR PRINT)

Authorized Signature: Paul Bagley

Printed Name and Title of Person Signing: Paul Bagley, President

Date: 7-25-2019

Firm's Address: 5055 Shadburn Road, Cumming GA 30041

Contact's Email Address: info@downeytreesinc.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

**Certification Regarding Debarment, Suspension, Proposed
Debarment, and Other Responsibility Matters****CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

The Contractor certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
2. have within a three-year period preceding this bid/offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
3. are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 2 of this certification;
4. have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

Firm's Full Legal Name:
(PLEASE TYPE OR PRINT)

Downey Trees Inc.

Authorized Signature:

Paul Bagley

Printed Name and Title of
Person Signing:

Paul Bagley, President

Date:

7-25-2019

Firm's Address:

5055 Shadburn Road, Cumming GA 30041

Contact's Email Address:

info@downeytreesinc.com

**This form must be completed in its entirety, signed by the firm's authorized signer and returned with your response in order for the response to be eligible for consideration.*

Request for Taxpayer Identification Number and Certification (W-9)

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Downey Trees Inc.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC	
	☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 5055 Shadburn Road		Requester's name and address (optional)
6 City, state, and ZIP code Cumming GA 30041		
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number or Employer identification number 58 - 1998365		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ Date ▶ 7-22-2019	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .		
Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)		
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

**Affidavit Verifying Contractor Participation in Federal Work
Authorization Program (E-Verify/I-9)**

GEORGIA

**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:

114594

Federal Work Authorization (E-Verify) User Identification Number

4-17-2008

Date of Authorization

Downey Trees Inc.

Name of Contractor

RFP#20-102 On-Call Tree Service for Parks

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on July 25, 2019 in Cumming (city), GA (state).

Paul Bagley
Signature of Authorized Officer or Agent

Paul Bagley, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25th DAY OF July, 2019.

Melanie Lynne Smith
NOTARY PUBLIC

My Commission Expires:
3/11/22





CITY OF ALPHARETTA RECORD OF RECEIPT of REQUEST for PROPOSALS

This record serves to acknowledge the receipt of proposals in response to a public offering by the City of Alpharetta. Information concerning the content of each proposal is not available for public viewing until the contract award is made by the City of Alpharetta Council.

RFP #: 20-102

RFP NAME: On-Call Tree Service for Parks

Due Date: August 8, 2019

Due Time: 10:00 AM

	OFFEROR NAME (as noted on proposal package)	DATE RECEIVED	TIME RECEIVED	NOTATIONS
1	Downey Trees Inc	8/6/2019	9:29 AM	
2	Caldwell Tree Care	8/8/2019	9:26 AM	
3	Boutte Tree Inc	8/8/2019	9:45 AM	
4	Richmond Tree Experts Inc	8/8/2019	9:59 AM	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Procurement Website: <https://www.ebidexchange.com/alpharetta>

Budget Accounts for Tree Service

10061500-522240	\$ 5,000
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10061700-522240	\$10,000
-----------------	----------

10061750-522240	\$15,000
-----------------	----------

10061800-522240	\$50,000
-----------------	----------

10061950-522240	\$30,000
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City Council Meeting STAFF REPORT

Submitting Department: Recreation and Parks

Submitted By: Morgan Rodgers

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: APPROVAL OF MID-BROADWELL PARK CONCEPTUAL MASTER PLAN

II. RECOMMENDATION:

Approval of Mid-Broadwell Park Conceptual Master Plan

III. REPORT IN BRIEF:

The City of Alpharetta purchased 4.1 acres of parkland on Mid-Broadwell Road so that residents in that area would have a neighborhood park close to their homes.

The City placed signage on the property announcing the site as a future park and giving residents an email address to send ideas and suggestions for the park to. Taking the ideas that were given on-line, Manley Land Design (An Alpharetta company) was retained to draw a conceptual rendering of the future park.

Once the conceptual plan was done, the Recreation, Parks & Cultural Services Department held an on-site public input meeting to show the design and talk with local residents. The public input meeting was well attended by residents that live near the park. The overwhelming response from the residents was in favor of the plan.

The plan consists of a small parking lot, a restroom, small picnic area, kids nature play area, open space and trails. The woodland area that currently takes up a large portion of the park, will remain.

Following the public input meeting, based upon input received, a few minor adjustments were made to the plan.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Mid Broadwell City Park_8.16.19



LEGEND

- 1 PICNIC AREA
- 2 EVERGREEN SCREENING
- 3 FAMILY BATHROOM
- 4 NATURAL PLAY AREA
- 5 SOFT SURFACE HIKING TRAIL
- 6 PRESERVED WOODLANDS (TYP.)
- 7 OPEN FIELD 'GLADE' (CLEARED AND GRADED AREA)
- 8 8'-10' WIDE MULTI-USE TRAIL
- 9 PEDESTRIAN PARK ENTRANCE
- 10 PARKING LOT (12 SPACES)
- EXISTING TREE TO REMAIN



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By: Kathi Cook

Sponsored By:

Meeting Date: September 9, 2019

I. AGENDA ITEM TITLE: TRANSPORTATION IMPROVEMENT PROGRAM

II. RECOMMENDATION:

Staff seeks City Council support to prepare and apply to the Atlanta Regional Commission for Transportation Improvement Program funds for the design and construction of improvements to North Point Parkway (Haynes Bridge Road and Mansell Road); and Alpha Loop pedestrian tunnel under Haynes Bridge Road.

III. REPORT IN BRIEF:

The Atlanta Regional Commission has sent out a call for applications for transportation projects to be funded in the forthcoming 2020-2025 Transportation Improvement Program. Funds are awarded for new TIP projects and phases, supplemental funding for existing TIP projects, and funding for TIP studies and related non-capital initiatives.

Projects with federal dollars do require additional environmental impact studies which can increase a project timeline.

Staff is recommending submitting two applications:

1. Pedestrian improvements along North Point Parkway which include 12' sidewalks, landscaping, lighting, placemaking signage, crosswalks as recommended in the North Point LCI and North Point Placemaking Plan. The section is located between Haynes Bridge Road and Mansell Road. Estimated Cost: \$20,000,000 Match: \$4,000,000
2. Tunnel under Haynes Bridge Road to connect Alpha Loop. Estimated Cost: \$2,500,000 Match: \$1,000,000.

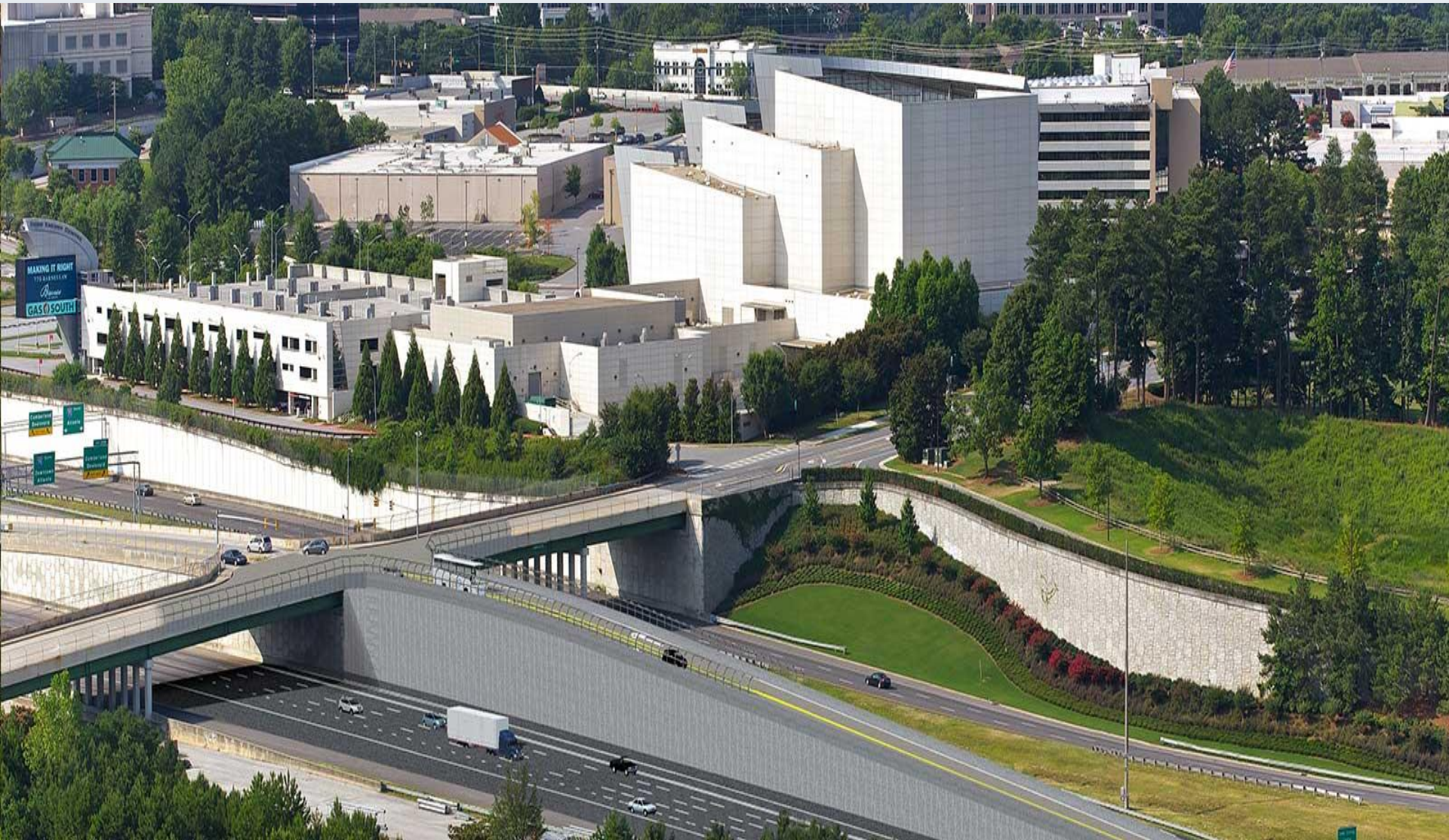
The application submittal deadline is October 11 and Staff would like authorization to work with KimleyHorn, our on-call consultant, on a joint application effort.

IV. ALTERNATIVES:

V. ATTACHMENTS:

20190809_ARC TCC_TIP Solicitation

TIP Project Solicitation 2019



- TIP call for projects (solicitation) to fund projects in the forthcoming 2020-2025 Transportation Improvement Program (TIP)
- Funding source programs:
 - Surface Transportation Block Grant (STBG-Urban)
 - Setaside for LCI implementation
 - Transportation Alternatives (TAP)
 - Congestion Mitigation and Air Quality (CMAQ)
- Funds to be awarded for new TIP projects and phases, supplemental funding for existing TIP projects, and funding for TIP studies and related non-capital initiatives

Program Balances (Subject to Change)

TIP Fiscal Year (July 1-June 30)	Surface Transportation Block Grant Program	LCI Implementation (Setaside from STBG)	Transportation Alternatives	Congestion Mitigation and Air Quality
2020	\$8,837,565	\$4,192,402	\$5,136,915	\$5,421,654
2021	\$9,510,759	\$1,531,078	\$5,492,000	\$8,744,399
2022	\$17,652,890	\$9,276,520	\$2,529,331	\$15,030,055
2023	\$45,613,337	\$20,000,000	\$7,000,000	\$28,600,000
2024	\$80,000,000	\$20,000,000	\$7,000,000	\$28,000,000
2025	\$80,000,000	\$20,000,000	\$7,000,000	\$28,000,000
Totals	\$241,614,551	\$75,000,000	\$34,158,246	\$113,796,108

- Application Period Opens – August 12, 2019
 - Applicant Helpdesk at ARC – September 6, 2019
- Application Period Closes – October 11, 2019
- Project Evaluation – October through November 2019
- Draft Recommendations – 1st Quarter 2020
- Final Recommendations – Late 1st Quarter 2020/2nd Quarter 2020
- Award Incorporation into TIP – 2nd Quarter 2020

ARC Staff Solicitation Support

- Solicitation website
(atlantaregional.org/projectsolicitation)
 - Links to application materials
 - Samples and templates of required supplemental documentation
 - Updated milestone/schedule info
- Applicant help desk session – Sept. 6
- Staff available in-person help sessions available after TCC meetings throughout application period or by request
- Help at any time through
tipsolicitation@atlantaregional.com



Application Guidance

Studies and Non-Capital Application

- Funding for a new study
- Funding for activities that do not result in actual transportation infrastructure

Infrastructure Application

- Funding (\$2 million or more) for an existing TIP phase that was previously federally funded (e.g., cost increase)
- Funding to add a new project or phase to the TIP with one or more phases being federally funded for the first time

PLANIT Submission

- Funding (under \$2,000,000) for an existing ARC-funded project phase in the TIP
- Make submission through existing PLANIT credentials during application period

- Application credentials
 - Contact TIPsolicitation at atlantaregional.com to confirm or create
- LAP Certification
 - <http://www.dot.ga.gov/PS/Local/LAP>
- State Route proposals
 - Advance coordination required
 - GDOT OPD, Planning and District Office staff must be consulted
- Letters of support / match funding commitment
 - Discuss with your elected officials now if you have not already

Patrick Bradshaw, AICP
PBradshaw@atlantaregional.org

www.atlantaregional.org/TIPsolicitation