



City Council Meeting JULY 18, 2016

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 07/11/2016)

B. Alcoholic Beverage License Applications

1. PH-16-AB-22: Dave And Buster's Of Georgia, Inc.
d/b/a Dave & Buster's
Consumption On Premises: Liquor / Beer / Wine / Sunday Sales
2. PH-16-AB-23: Flatlands Group, Inc.
d/b/a Flatlands Bourbon And Bayou
Consumption On Premises: Liquor / Beer / Wine / Sunday Sales

V. PROJECT UPDATES

A. Convention Center

B. City Center

VI. OLD BUSINESS

A. Intergovernmental Agreement: Use And Distribution Of TSPLOST Proceeds

B. Alpharetta Series 2016 Bonds - Resolution

A RESOLUTION PROVIDING FOR (1) THE APPROVAL OF THE SALE OF \$50,855,000 IN PRINCIPAL AMOUNT OF CITY OF ALPHARETTA, GEORGIA General Obligation Bonds, Series 2016; (2) THE APPROVAL OF THE FORM OF SUCH BONDS; (3) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; (4) THE NAMING OF A AUTHENTICATING AGENT, BOND REGISTRAR, PAYING AGENT and CONSTRUCTION FUND CUSTODIAN; (5) THE AUTHORIZATION OF THE EXECUTION AND DELIVERY OF An OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT RELATING TO SUCH BONDS; (6) and For OTHER PURPOSES

VII. NEW BUSINESS

A. On-call Storm Structure and Drainage Repairs

B. On-Call Pipe Lining Services, RFP 16-111

C. Appointment To Planning Commission

VIII. PUBLIC COMMENT

IX. REPORTS

X. ADJOURNMENT TO EXECUTIVE SESSION



OFFICIAL MINUTES OF
COUNCIL MEETING ON

JULY 11, 2016

CITY HALL – 2 PARK PLAZA

6:30PM

Official Minutes

The public is advised that the following minutes are not a verbatim transcription of business presented at the Council Meeting of the date shown; but are a synopsis of pertinent information. The public is further advised that the tapes recorded at said meeting are a matter of public record and are available to be heard at the City of Alpharetta's Clerk's office during normal business hours and on line at the City web site.

I. CALL TO ORDER

❖ *Mayor Belle Isle called the meeting to order at 6:33 p.m.*

II. ROLL CALL

- Council Members Present
 - David Belle Isle (Mayor)
 - Chris Owens (Mayor Pro Tem)
 - Jason Binder
 - Jim Gilvin *arrived at 6:35 p.m.
 - Mike Kennedy
 - Dan Merkel
 - Donald Mitchell
- Staff
 - Bob Regus, City Administrator
 - Kathi Cook, Director of Community Development
 - James Drinkard, Asst. City Administrator
 - Gary George, Director of Public Safety
 - Eric Graves, Senior Traffic Engineer
 - Tom Harris, Director of Finance
 - Shawn Mitchell, Budget and Procurement Manger
 - Wes McCall, Deputy Director of Public Safety
 - Pete Sewczwicz, Director of Public Works

- Mike Perry, Director of Recreation and Parks
- Coty Thigpen, City Clerk
- Sam Thomas, City Attorney

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS AND PRESENTATIONS

A. 25 Year Service Awards - Mitchell Poole and Scott McCullers (Public Safety)

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 06/20/2016)

B. Financial Management Report: Month Ending May 31, 2016

- ❖ Council Member Kennedy offered a motion to approve the Consent Agenda
 - The motion received a second from Council Member Owens
 - The motion was approved 7-0

VI. PROJECT UPDATES

A. Convention Center

B. City Center (Public Development)

C. City Center (Private Development)

VII. NEW BUSINESS

A. Alpharetta Arts Center Design, Phase 2 (Final Design and Construction Documents)

- Deputy Director of Recreation and Parks, Lisa Cherry, came forward to present this item
- Staff requests that Council award Phase 2 (Final Design and Construction Documents) of the Alpharetta Arts Center Design Project to Houser Walker Architecture in the amount of \$214,300.00 (base contract of \$209,300.00 plus \$5,000.00 in estimated reimbursables) and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta awarded RFP 16-101 (Alpharetta Arts Center Design) to Houser Walker Architecture in December 2015 for Phase 1 (Conceptual Design) of the project which included developing a conceptual master plan for the building and grounds located at 238 Canton Street in Alpharetta (the "Alpharetta Arts Center").
- On June 20, 2016, Houser Walker Architecture presented a final concept plan for the Alpharetta Arts Center to the City Council. The total estimated cost to implement the plan is \$2.8 million. Council

unanimously approved the plan and authorized staff to negotiate Phase 2 (Final Design and Construction Documents) with Houser Walker Architecture.

- Phase 2 includes the full development of design and construction documents with construction observation services for the renovation of the Alpharetta Arts Center (proposal attached) and totals \$214,300.00 (base contract of \$209,300.00 plus \$5,000.00 in estimated reimbursables).

The Project Services and Timeline is as follows:

1. Schematic Design: 1 month
2. Design Development: 2 months
3. Contract Documents: 3 months
4. Bidding/Negotiation/Permitting: 2 months
5. Construction Administration: Estimated 8 months

Construction administration includes the following:

1. Review of submittals as required by specifications
2. Respond to contract RFIs during construction
3. Architect will provide 18 site visits during an 8-month construction, with corresponding field reports. These visits will be by Houser Walker Architects for the observation of progress of work and for OAC meetings. This number includes kickoff, substantial completion punchlist, final completion punchlist.
4. Structural Engineer will provide 2 site visits including punchlist.
5. MPFP Engineers will provide 3 site visits including punchlist.
6. Electrical Engineer will provide 2 site visits including punchlist.
7. Civil Engineer and Landscape Architect will provide a combined maximum of 6 site visits, including punchlist.

Public Comment

None

- ❖ Council Member Binder offered a motion to award Phase 2 (Final Design and Construction Documents) of the Alpharetta Arts Center Design Project to Houser Walker Architecture in the amount of \$214,300.00 (base contract of \$209,300.00 plus \$5,000.00 in estimated reimbursables) and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Mitchell
 - The motion was approved 7-0

B. Survey Services for Bond Sidewalk Improvements

- Director of Public Works, Pete Sewczwicz, came forward to present this item
- Staff requests approval of LandAir Surveying Company's proposal in the amount of \$156,345.00 for survey services associated with the Alpharetta Parks and Transportation Bond Sidewalk Improvements and authorize the mayor to execute all necessary documents.

- This request is for survey services necessary to prepare construction plans for multiple sidewalk improvements included in the 2016 Alpharetta Parks and Transportation Bond. The locations include:
 - Alderman Drive
 - Cotton Creek Entry
 - Edison Drive
 - Harris Road
 - Hembree Road
 - Little Pine Trail
 - Mansell Court
 - Market Place
 - Marstrow Drive
 - Morrison Parkway
 - Nobel Court
 - North Point Parkway
 - Old Roswell Road
 - Pointe Place
 - Spruell Circle
 - Upper Hembree Road
 - Warsaw Road
 - Waters Ferry Way
 - Woodward Concourse
 - Woodward Plaza
- In total, this survey will aid in the design of 26 sidewalk gaps totaling approximately 17,400 linear feet.
- Surveys will be delivered as each location is completed and it is anticipated that it will take approximately 24 weeks to complete all of the work. The anticipated delivery schedule is as follows:
 - August 19, 2016 - Area 1 (Cotton Creek Entry, Waters Ferry Road)
 - September 9, 2016 - Area 2 (Harris Road, Pointe Place, Upper Hembree)
 - September 30, 2016 - Area 3 (Hembree Road, Morrison Parkway)
 - October 21, 2016 - Area 4 (North Point Parkway)
 - November 11, 2016 - Area 5 (Spruell Circle)
 - December 2, 2016 - Area 6 (Alderman Drive, Edison Drive, Little Pine Trail, Market Place, Nobel Court, Woodward Concourse, Woodward Plaza)
 - December 23, 2016 - Area 7 (Mansell Court, Old Roswell Road, Warsaw Road)
 - January 13, 2016 - Area 8 (Marstrow Drive)
- LandAir Surveying Company is currently under contract with the City of Alpharetta for On-Call Survey Services.

Public Comment
None

- ❖ Council Member Owens offered a motion to award a contract to LandAir Surveying Company' in an amount not to exceed \$156,345.00 for survey services associated with the Alpharetta Parks and Transportation Bond Sidewalk Improvements and authorize the mayor to execute all necessary documents
 - The motion received a second from Council Member Gilvin
 - The motion was approved 7-0

C. Design Services for Kimball Bridge Road Congestion Mitigation

- Staff requests approval of AECOM's proposal in the amount of \$473,600.00 for design services associated with the Kimball Bridge Road Congestion Mitigation bond project and authorize the mayor to execute all necessary documents.
- This request is for design services necessary to prepare construction documents for roadway and

streetscape improvements along Kimball Bridge Road. The goal of these improvements is to ease traffic congestion between North Point Parkway and Waters Road during peak commuting periods.

- The design will be based upon the recommended concept developed through a series of open house meetings. The recommended concept provides the following typical section configuration; two east bound lanes with shared bike lane in outermost travel lane, a landscape buffer and 6 to 8 foot sidewalk, one westbound lane with in-road bike lane, landscape buffer, 6 to 8 foot sidewalks, and auxiliary turn lanes where shown in the traffic model. The existing bridge over Big Creek is to be restriped to allow for two eastbound lanes and one westbound lane. A new trail connection to the Big Creek Greenway from the north side of Kimball Bridge Road will also be included. Additionally, a westbound dedicated right turn lane from Kimball Bridge Road onto North Point Parkway will also be extended to better address the needs of the primary morning peak commute period.
- AECOM, while under contract to provide on-call transportation services, developed and iterated upon the conceptual plans for this project. As such, they have a unique understanding of the project and its goals and have been designated a single source vendor for this project.
- Design is anticipated to be complete within 13 months of notice to proceed

Public Comment

None

- ❖ Council Member Owens offered a motion to award a contract to AECOM in an amount not to exceed \$473,600.00 for design services associated with the Kimball Bridge Road Congestion Mitigation bond project and authorize the mayor to execute all necessary documents
 - The motion received a second from Council Member Gilvin
 - The motion was approved 7-0

VIII. WORKSHOP

A. PH-16-12 Changes to the Tree Ordinance

- This item was deferred at the request of staff and will be heard at a later meeting date.

B. Red Light Camera Enforcement Discussion

- Director of Public Safety, Gary George, came forward to discuss this item and obtain feedback from Mayor and Council. It will come before Council for official consideration at a later date.

IX. PUBLIC COMMENT

None

X. REPORTS

- Council Member Owens announced that the Department of Public Works, along with IT and Administration is working on a city projects page on the City website to better inform citizens of projects throughout the City.
- Council Member Binder congratulated the City's Recreation and Parks Department on a successful July 4th event. He also reminded everyone that the Old Soldiers Day race and parade will take place on August 6th.
- Council Member Gilvin also commended the City's Recreation and Parks Department on a successful July 4th event. He also thanked Council Member Merkel, Binder and Owens for attending a cookout at the Public Safety Headquarters to show support for the Department.

XI. ADJOURNMENT

- Mayor Belle Isle adjourned the meeting at 7:06 p.m.

Respectfully Submitted,

A handwritten signature in black ink that reads "Coty Thigpen". The signature is written in a cursive, flowing style.

Coty Thigpen, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

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 STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: PH-16-AB-22: DAVE AND BUSTER'S OF GEORGIA, INC.
D/B/A DAVE & BUSTER'S
CONSUMPTION ON PREMISES: LIQUOR / BEER / WINE / SUNDAY SALES

II. RECOMMENDATION:

Staff recommends approval of the requested alcohol license application.

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:

A public hearing regarding this alcohol license application was conducted on July 14, 2016. No member of the public came forward to speak for or against the application.

Prior to the hearing, Staff conducted the required background checks and reviews. No issues or circumstances in conflict with the Ordinance as defined in the City Code were identified.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Public Hearing Agenda



*CITY OF ALPHARETTA
PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE*

DATE: JULY 14, 2016
TIME: 2:00 P.M.
LOCATION: CITY HALL - COUNCIL CHAMBERS

AGENDA

I. Call to order

II. License Applications:

A. PH-16-AB-22

*Dave & Buster's of Georgia, Inc.
d/b/a Dave & Buster's
6500 North Point Parkway
Alpharetta, Ga. 30009*

*Consumption on Premises
Liquor, Beer & Wine - Sunday Sales*

*Owner: Dave & Buster's of Georgia, Inc.
Registered Agent: Michael Sard, Esq.*

B. PH-16-AB-23

*Flatlands Group, Inc.
d/b/a Flatlands Bourbon & Bayou
52-B North Main St.
Alpharetta, Ga. 30009*

*Consumption on Premises
Liquor, Beer & Wine - Sunday Sales*

*Owner: Flatlands Group, Inc.
Registered Agent: Jodi Chieco*

III. Adjournment



City Council Meeting STAFF REPORT

Submitting Department: City Clerk
Submitted By: Coty Thigpen, City Clerk
Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: PH-16-AB-23: FLATLANDS GROUP, INC.
D/B/A FLATLANDS BOURBON AND BAYOU
CONSUMPTION ON PREMISES: LIQUOR / BEER / WINE / SUNDAY SALES

II. RECOMMENDATION:

Staff recommends approval of the requested alcohol license application.

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:

A public hearing regarding this alcohol license application was conducted on July 14, 2016. No member of the public came forward to speak for or against the application.

Prior to the hearing, Staff conducted the required background checks and reviews. No issues or circumstances in conflict with the Ordinance as defined in the City Code were identified.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Public Hearing Agenda



*CITY OF ALPHARETTA
PUBLIC HEARING
ALCOHOL BEVERAGE LICENSE*

DATE: JULY 14, 2016
TIME: 2:00 P.M.
LOCATION: CITY HALL - COUNCIL CHAMBERS

AGENDA

I. Call to order

II. License Applications:

A. PH-16-AB-22

*Dave & Buster's of Georgia, Inc.
d/b/a Dave & Buster's
6500 North Point Parkway
Alpharetta, Ga. 30009*

*Consumption on Premises
Liquor, Beer & Wine - Sunday Sales*

*Owner: Dave & Buster's of Georgia, Inc.
Registered Agent: Michael Sard, Esq.*

B. PH-16-AB-23

*Flatlands Group, Inc.
d/b/a Flatlands Bourbon & Bayou
52-B North Main St.
Alpharetta, Ga. 30009*

*Consumption on Premises
Liquor, Beer & Wine - Sunday Sales*

*Owner: Flatlands Group, Inc.
Registered Agent: Jodi Chieco*

III. Adjournment



City Council Meeting STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: CONVENTION CENTER

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 STAFF REPORT

Submitting Department: Community Development

Submitted By:

Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: CITY CENTER

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 STAFF REPORT

Submitting Department: Legal
Submitted By: Sam Thomas, City Attorney
Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: INTERGOVERNMENTAL AGREEMENT: USE AND DISTRIBUTION OF TSPLOST PROCEEDS

II. RECOMMENDATION:

Approve as presented an intergovernmental agreement for the use and distribution of proceeds generated by the 2016 Transportation Special Purpose Local Option Sales Tax (TSPLOST) 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:

<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:

The City Attorney will present and discuss an intergovernmental agreement between Fulton County and the 13 municipalities within Fulton County that defines the use and distribution of proceeds generated by the 2016 TSPLOST, should such TSPLOST be approved by voters in November.

V. ALTERNATIVES:

None

VI. ATTACHMENTS:

Draft IGA, Exhibit A to IGA

STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2016 TRANSPORTATION SPECIAL
PURPOSE LOCAL OPTION SALES TAX REFERENDUM**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA" or "Agreement") is made and entered into this _____ day of July, 2016 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "**Fulton County**" or "**County**"); the **CITY of ALPHARETTA**; the **CITY OF CHATTAHOOCHEE HILLS**; the **CITY OF COLLEGE PARK**, the **CITY OF EAST POINT**; the **CITY OF FAIRBURN**; the **CITY OF HAPEVILLE**; the **CITY OF JOHNS CREEK**; the **CITY OF MILTON**; the **CITY OF MOUNTAIN PARK**; the **CITY OF PALMETTO**; the **CITY OF ROSWELL**; the **CITY OF SANDY SPRINGS**; and the **CITY OF UNION CITY** (hereinafter collectively referred to as the "Cities").

WITNESSETH

WHEREAS, the parties to this Agreement consist of Fulton County and all qualifying municipalities (hereinafter referred to as Cities) located outside the city limits of the City of Atlanta, and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the parties anticipate that Fulton County will approve and sign a Resolution authorizing the Fulton County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a 0.75 percent Metropolitan County Transportation Special Purpose Local Option Sales Tax ("TSPLOST" or "Tax") to begin on April 1, 2017 and to conclude on March 31, 2022; and

WHEREAS, the law authorizing a Referendum on the issue of the imposition of the TSPLOST was amended during the 2016 Legislative Session of the Georgia General Assembly; and

WHEREAS, the parties desire to execute an Intergovernmental Agreement to control the distribution and use of TSPLOST proceeds received solely by Fulton County and one or more Cities located within Fulton County containing a combined total of not less than sixty percent of the aggregate population located within the County outside the City of Atlanta; and

WHEREAS, for the purpose of the distribution of proceeds for the April 1, 2017 through March 31, 2022 TSPLOST, the Special District shall be known as the boundaries of Fulton County outside the city limits of the City of Atlanta; and

WHEREAS, the thirteen Cities located wholly or partially within Fulton County and outside the city limits of the City of Atlanta have certified they are qualified

municipalities and are eligible to receive distributions of the 0.75 percent TSPLOST Proceeds; and

WHEREAS, the parties hereto are interested in serving the needs of the residents of Fulton County by planning and performing transportation projects within the County and Cities which are parties to this Agreement; and

WHEREAS, the parties intend that the transportation projects which are the subject of this Agreement shall benefit residents of Fulton County and its Cities; and

WHEREAS, the County and the Cities located within Fulton County are committed to continue to work together to improve the County's transportation infrastructure; and

WHEREAS, the County and all its Cities have identified transportation needs that are important to the current and future well-being of their residents and have determined that proceeds from the TSPLOST should be used to address a portion of these needs.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is conditioned upon a Referendum to be approved by a majority of the voters of Fulton County to impose a TSPLOST of 0.75 percent which shall commence on April 1, 2017 and continue to, through and including March 31, 2022.

2.

Pursuant to O.C.G.A. § 48-8-269.94, one percent (1.0%) of the amount of TSPLOST proceeds collected beginning April 1, 2017 shall be paid into the General Fund of the State of Georgia ("State") treasury in order to defray the costs of administration of the Georgia Department of Revenue. One-half of one percent (0.5%) of the tax proceeds (County oversight) shall be allocated to the County by the State to provide for any costs associated with the administration of the TSPLOST Program. Such cost shall include the support, maintenance and operation of the Fulton Transportation Investment Citizen's Oversight Council, the annual audit and the overall program administration, at a minimum. Any County oversight funds that remain from these proceeds after the final audit at the end of the tax shall be redistributed based on the percentages provided under this section. The remaining ninety-eight and one-half percent (98.5%) of the amount collected from the TSPLOST Tax proceeds (hereinafter known as the "net proceeds") beginning April 1, 2017 and ending March 31, 2022, shall be distributed by the State of Georgia to the County and all qualified Cities outside of the city limits of the City of Atlanta, and shall be allocated to each jurisdiction based on

the percentages shown in the table below in Paragraph 3.

3.

DISTRIBUTION PERCENTAGES

City of Alpharetta	11.02%
City of Chattahoochee Hills	0.47%
City of College Park	2.29%
City of East Point	6.13%
City of Fairburn	2.42%
City of Hapeville	1.15%
City of Johns Creek	14.41%
City of Milton	6.49%
City of Mountain Park	0.10%
City of Palmetto	0.76%
City of Roswell	16.34%
City of Sandy Springs	18.22%
City of Union City	3.60%
Fulton County	16.60%
Total	100.00%

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Six Hundred Fifty-five Million and 00/100 Dollars (\$655,000,000.00) shall represent an estimate of the maximum net proceeds to be derived from the subject TSPLOST during its five year term.

(B) The parties agree that the aggregate total distribution received by the Cities shall amount to eighty-three and forty one-hundredths percent (83.40%) of the net proceeds distributed by the State, with the remaining sixteen and sixty one hundredths percent (16.60%) of the net proceeds distributed by the State to be received by the County.

(C) The percentage of total net proceeds calculated for each City based on the above distribution shall be adjusted proportionally, if necessary, to ensure that the Cities on an aggregate basis receive the full eighty-three and forty one-hundredths percent (83.40%) of net proceeds distributed by the State, as agreed to by the parties.

(D) The parties agree that no project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(F) Should any jurisdiction choose not to be a party to this agreement, said jurisdiction's allocation of the net proceeds shall be 0%. If a City chooses not to be party to this agreement, the DISTRIBUTION PERCENTAGES provided under Paragraph #3 shall be adjusted to reflect new percentages based on that city's population being removed from the calculation.

4.

In recognition of the need for transportation improvements across the County and its Cities, the parties agree that the total net proceeds shall be utilized for transportation purposes, as defined in O.C.G.A. § 48-8-260(5) and § 48-8-121.

5.

The projects and purposes ("Transportation Projects and Purposes") to be funded from the net proceeds of the TSPLOST pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, and the schedule for distribution of funds are contained in Exhibit "A" which is attached hereto, incorporated herein by this reference, and made a part of this Agreement. The parties acknowledge and agree that 30% of the estimate revenues are being expended on projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22. The priority and order in which the TSPLOST proceeds will be fully or partially funded is shown in Exhibit A.

6.

Except as otherwise provided herein, the TSPLOST which is the subject of the November 8, 2016 Referendum shall continue for a period of five years from April 1, 2017 until March 31, 2022, unless otherwise terminated earlier pursuant to O.C.G.A. § 48-8-269.91(b).

7.

All Transportation Projects included in this Agreement shall be funded in whole or in part from net proceeds from the TSPLOST authorized by law except as otherwise agreed in writing by the parties.

8.

The net proceeds from the TSPLOST shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. The parties acknowledge that TSPLOST proceeds are not guaranteed. Proceeds received under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

9.

Any net proceeds over and above the amount estimated in Section 3(A) of this agreement during the quarter during which this amount is reached shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the transportation purposes listed herein. Each party shall expend its portion of the excess net proceeds from the 2017 TSPLOST Program on the Transportation Projects and Purposes as outlined in Exhibit A to this Agreement.

10.

At the end of each party's fiscal year wherein net proceeds from the TSPLOST are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the TSPLOST to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

11.

In addition to the audit required by paragraph 10 of this Agreement, at the end of each calendar year wherein net proceeds from the Transportation Special Purpose Local Option Sales Tax are distributed, the Cities and the County shall participate in a joint annual audit of the entire TSPLOST program approved by the voters during the November 8, 2016 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Transportation Special Purpose Local Option Sales Tax Referendum. Fulton County shall choose the auditor to conduct the annual audit. The cost of such joint annual audit shall be paid from proceeds collected by the County as described under paragraph 2 of this document.

12.

Pursuant to O.C.G.A. § 48-8-269.993, not later than December 31 of each year, the County on behalf of itself and the qualified municipalities receiving proceeds from the tax, shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report, or consolidated schedule of projects, which shows the following for each Transportation Project or purpose outlined in this Agreement:

- A. Original estimated cost;
- B. Current estimated cost if it is not the original estimated cost;
- C. Amounts expended in prior years;
- D. Amounts expended in the current year;
- E. Any excess proceeds which have not been expended for a project or purpose;
- F. Estimated completion date, and the actual completion cost of a project completed during the current year; and
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

In addition to the above, the County shall include in such publication an accounting of expenditures of the County oversight funds. The use of these funds by the County will be made with input from the cities.

13.

Fulton County and the Cities will create a Fulton Transportation Investment Citizen's Oversight Council ("Oversight Council") within ninety (90) days of the November 8, 2016 referendum. The Oversight Council will oversee the progress and implementation of the program and shall furnish annual reports to the Board of Commissioners and each Mayor and City Council of the Cities within the County outside the City of Atlanta. The report shall also be published periodically. The Oversight Council shall consist of 14 total members with one appointee for each City and one member appointed by the Fulton County Board of Commissioners. The Annual Report shall include a complete list of projects and the progress of the projects. The Oversight Council shall meet at least twice per year. Any administrative costs associated with the Oversight Council shall be paid from the one-half of one percent as described in paragraph #2 above. Fulton County shall provide staff support to the Oversight Council.

14.

This Agreement constitutes all of the understanding and agreements of whatsoever nature or kind existing between the Parties with respect to distribution and use of the proceeds from the TSPLOST.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all Parties hereto.

16.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

17.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

20.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

- a. If to the City of Alpharetta:
Mayor David Belle Isle
City of Alpharetta
2 Park Place
Alpharetta, GA 30009
- b. If to the City of Chattahoochee Hills:
Mayor Tom Reed
City of Chattahoochee Hills
6505 Rico Rd
Chattahoochee Hills, GA 30268
- c. If to the City of College Park:
Mayor Jack P. Longino
City of College Park
3667 Main St.
College Park, GA 30337
- d. If to the City of East Point:
Mayor Jannquell Peters
City of East Point
2777 East Point St.
East Point, GA 30344
- e. If to the City of Fairburn:
Mayor Mario Avery
City of Fairburn
56 Malone St.
Fairburn, GA 30213
- f. If to the City of Hapeville:
Mayor Alan Hallman
City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354
- g. If to the City of Johns Creek:
Mayor Mike Bodker
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

- h. If to the City of Milton:
Mayor Joe Lockwood
City of Milton
13000 Deerfield Parkway, Suite 107
Milton, GA 30004
- i. If to the City of Mountain Park:
Mayor Jim Still
City of Mountain Park
118 Lakeshore Dr.
Roswell, GA 30075
- j. If to the City of Palmetto:
Mayor J. Clark Boddie
City of Palmetto
P.O Box 190
509 Toombs St.
Palmetto, GA 30268
- k. If to the City of Roswell:
Mayor Jere Wood
City of Roswell
38 Hill Street, Suite 115
Roswell, GA 30075
- l. If to the City of Sandy Springs:
Mayor Rusty Paul
City of Sandy Springs
7840 Roswell Rd.
Sandy Springs. GA 30350
- m. If to the City of Union City:
Mayor Vince Williams
City of Union City
5047 Union St.
Union City, GA 30329
- n. If to Fulton County:
Chairman, John H. Eaves
Fulton County
141 Pryor St., 10th Floor
Atlanta, GA 30303

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

21.

This Agreement shall become effective on _____, 2016. If the November 8, 2016 Referendum concerning the imposition of the TSPLOST is not approved by a majority of the voters of Fulton County, this Agreement shall expire and shall be of no force and effect after November 8, 2016.

22.

Notwithstanding the parameters of paragraph 21, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2017 TSPLOST Program.

23.

This Agreement shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by Fulton County on the date indicated herein.

APPROVED AS TO FORM

FULTON COUNTY, GEORGIA:

County Attorney

By: _____
John H. Eaves, Chairman
Board of Commissioners

ATTEST:

Clerk

(ADDITIONAL SIGNATURE PAGES FOLLOW)

(Executed in Counterparts for each City)

APPROVED AS TO FORM

CITY OF ALPHARETTA, GEORGIA:

City Attorney

By: _____
Mayor David Belle Isle

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF CHATTAHOOCHEE HILLS,
GEORGIA:

City Attorney

By: _____
Mayor Tom Reed

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF COLLEGE PARK, GEORGIA:

City Attorney

By: _____
Mayor Jack P. Longino

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF EAST POINT, GEORGIA:

City Attorney

By: _____
Mayor Jannquell Peters

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF FAIRBURN, GEORGIA:

City Attorney

By: _____
Mayor Mario Avery

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF HAPEVILLE, GEORGIA:

City Attorney

By: _____
Mayor Alan Hallman

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF JOHNS CREEK, GEORGIA:

City Attorney

By: _____
Mayor Mike Bodker

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF MILTON, GEORGIA:

City Attorney

By: _____
Mayor Joe Lockwood

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF MOUNTAIN PARK,
GEORGIA:

City Attorney

By: _____
Mayor Jim Still

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF PALMETTO, GEORGIA:

City Attorney

By: _____
Mayor J. Clark Boddie

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF ROSWELL, GEORGIA:

City Attorney

By: _____
Mayor Jere Wood

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF SANDY SPRINGS, GEORGIA:

City Attorney

By: _____
Mayor Rusty Paul

ATTEST:

City Clerk

APPROVED AS TO FORM

CITY OF UNION CITY, GEORGIA:

City Attorney

By: _____
Mayor Vince Williams

ATTEST:

City Clerk

EXHIBIT A

Following are the lists of Projects and Purposes (“Transportation Projects and Purposes”) for each Jurisdiction proposed to be funded from the net proceeds of the Transportation Special Purpose Local Option Sales Tax (TSPLOST) pursuant to this Agreement, the estimated dollar amounts allocated for each transportation purpose, the schedule for distribution of funds, and the priority and order in which the TSPLOST net proceeds will be allocated:

NOTE: The net proceeds are estimated based upon the most recent projections of revenue that can reasonably be expected to be collected over the next five years in Fulton County outside of the City of Atlanta. They are not guaranteed. The following chart shows the estimates for each Jurisdiction (based on the most recent population projections) at three levels of priority (Tiers) – Tier 1 at 85% of forecast; Tier 2 at 100% of forecast; and Tier 3 at 115.06% of forecast (rounded to a grand total of \$655 Million).

FULTON T-SPLOST FORECASTS (BASED ON 2015 CENSUS)

Jurisdiction	2015 Total Population (Outside Atlanta)	2015 % of County Population (Outside Atlanta)	Tier 1 Revenues (85% of Forecast)	Tier 1 & 2 Revenues (100% of Forecast)	Tier 1, 2 & 3 Revenue (115% of Forecast)
ALPHARETTA	63,693	11.02%	\$53,303,663	\$62,710,191	\$72,153,836
CHATTAHOOCHEE HILLS	2,690	0.47%	\$2,251,218	\$2,648,492	\$3,047,334
COLLEGE PARK	13,264	2.29%	\$11,100,431	\$13,059,331	\$15,025,960
EAST POINT	35,467	6.13%	\$29,681,770	\$34,919,730	\$40,178,357
FAIRBURN	13,967	2.42%	\$11,688,761	\$13,751,484	\$15,822,345
HAPEVILLE	6,650	1.15%	\$5,565,280	\$6,547,388	\$7,533,371
JOHNS CREEK	83,335	14.41%	\$69,741,741	\$82,049,108	\$94,405,035
MILTON	37,547	6.49%	\$31,422,490	\$36,967,635	\$42,534,660
MOUNTAIN PARK	556	0.10%	\$465,308	\$547,421	\$629,858
PALMETTO	4,421	0.76%	\$3,699,865	\$4,352,782	\$5,008,276
ROSWELL	94,501	16.34%	\$79,086,390	\$93,042,812	\$107,054,302
SANDY SPRINGS	105,330	18.22%	\$88,149,009	\$103,704,716	\$119,321,802
UNION CITY	20,805	3.60%	\$17,411,375	\$20,483,971	\$23,568,690
FULTON (UNINCORPORATED)	95,968	16.60%	\$80,314,099	\$94,487,175	\$108,716,175
Totals	578,194	100.00%	\$483,881,400	\$569,272,235	\$655,000,000

City of Alpharetta

Purpose/Projects	TSPLOST Purpose Cost
ALPHARETTA TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$32,647,634
Haynes Bridge Road Capacity Improvements	
Old Milton Parkway Capacity Improvements	
McGinnis Ferry Road Capacity Improvements	
Windward Parkway Business District/Union Hill Road Capacity Improvements	
Operations and Safety	\$20,656,029
Academy St/Webb Bridge Road Operational and Pedestrian/Bicycle Improvements	
Morris Road Operational Improvements	
Bethany Road at Mayfield Road Intersection	
Bethany Road at Mid Broadwell Road Intersection	
TIER 1 TOTAL PURPOSE COSTS	\$53,303,663
ALPHARETTA TIER 2 PURPOSES/PROJECTS	
Operations and Safety	\$4,906,529
Kimball Bridge Road Operations and Ped/Bike Improvements	
Maintenance and Safety	\$1,500,000
Adaptive Traffic Signals/ITS	
Milling/Resurfacing	
Pedestrian / Bike Improvements	\$1,000,000
Sidewalks	
Debt Retirement	\$1,000,000
Debt Service	
Quick Response Projects	\$1,000,000
TIER 2 TOTAL PURPOSE COSTS	\$9,406,529
ALPHARETTA TIER 3 PURPOSES/PROJECTS	
Bridges	\$7,293,644
Academy St/Webb Bridge Road GA 400 Bridge Improvements	
Kimball Bridge Road / GA 400 Bridge Improvements	
Pedestrian / Bike Improvements	\$500,000
Commuter Bike Corridor	
Congestion Relief	\$1,650,000
GA 400 Bottlenecks	
TIER 3 TOTAL PURPOSE COSTS	\$9,443,644
TOTAL ALPHARETTA COSTS - ALL PURPOSES FOR TIERS 1-3	\$72,153,836

City of Chattahoochee Hills

Purpose/Projects	TSPLOST Purpose Cost
CHATTAHOOCHEE HILLS TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$2,082,377
Resurfacing	
Quick Response Projects	\$56,280
Project Management	\$112,561
TIER 1 TOTAL PURPOSE COSTS	\$2,251,218
CHATTAHOOCHEE HILLS TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$369,464
Resurfacing	
Quick Response Projects	\$7,945
Project Management	\$19,865
TIER 2 TOTAL PURPOSE COSTS	\$397,274
CHATTAHOOCHEE HILLS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$369,464
Resurfacing	
Quick Response Projects	\$9,514
Project Management	\$19,864
TIER 3 TOTAL PURPOSE COSTS	\$398,842
TOTAL CHATTAHOOCHEE HILLS COSTS - ALL PURPOSES FOR TIERS 1-3	\$3,047,334

City of College Park

Purpose/Projects	TSPLOST Purpose Cost
COLLEGE PARK TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$716,447
Resurfacing	
Bridges	\$900,900
Herschel Road @ Camp Creek, South Fork	
Camp Creek Parkway Frontage Road @ Camp Creek, South Fork	
Operations and Safety	\$3,801,280
Old National Highway planning study (I-285 to Surrey Trail)	
Old National Highway signal timing maintenance	
Main Street at Virginia Avenue	
Main Street at Harvard Avenue	
Virginia Avenue at College Street	
Virginia Avenue at Adams Street	
Virginia Avenue at Madison Street	
Conley Street at Columbia Avenue	
Old National Highway at Godby Road	
Rhodes Street Ext. from Camp Creek Parkway to Yale Avenue	
Pedestrian / Bike Improvements	\$3,407,872
Old National Highway @ I-285 (intersection only)	
Virginia Avenue bike lanes (Main Street to Harrison Road)	
Lake Shore Drive/Janice Drive (Herschel to Sun Valley)	
Camp Truitt (Herschel Road to Airport Drive)	
College Street (Harvard Avenue to Oxford Avenue)	
Virginia Avenue (Lee Street to Atlanta Street)	
Landscape/Streetscape	\$1,005,000
Buffington Road at South Fulton Parkway (partial funding)	
Old National Highway at I-285 (partial funding)	
Quick Response Projects	\$819,231
Program Management	\$449,701
TIER 1 TOTAL PURPOSE COSTS	\$11,100,431

COLLEGE PARK TIER 2 PURPOSES/PROJECTS

Pedestrian/Bicycle	\$425,248
South Fulton Parkway (Buffington Road to Welcome All Road)	
Landscape/ Streetscape	\$502,500
Camp Creek Parkway at I-85 (partial funding)	
Operations and Safety	\$528,000
College Street at Harvard Avenue	
Washington Road (Camp Creek Parkway to Delowe Drive)	
Quick Response Projects	\$423,793
Program Management	\$79,359
TIER 2 TOTAL PURPOSE COSTS	\$1,958,900

COLLEGE PARK TIER 3 PURPOSES/PROJECTS

Quick Response Projects	\$1,887,271
Program Management	\$79,358
TIER 3 TOTAL PURPOSE COSTS	\$1,966,629

TOTAL COLLEGE PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$15,025,960
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City of East Point

Purpose/Projects	TSPLOST Purpose Cost
EAST POINT TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$18,540,200
Resurfacing	
Pedestrian / Bike Improvements	\$7,915,262
Ben Hill Road (Dodson Drive to Dobbs Way)	
Washington Road (I-285 to Delowe Drive)	
Headland Drive (City of Atlanta to Kimmeridge Drive)	
Delowe Drive (Washington Rd to SR 166)	
Master Trail System	
Operations and Safety	\$1,462,500
Washington Road at Camp Creek Parkway Intersection Improvements	
Ale Circle at Washington Road Intersection Improvements	
Ben Hill Road (Will Lee Road to Unincorporated Fulton County)	
Traffic Calming and Lane Widening	
Project Management	\$890,453
Quick Response Projects	\$873,355
TIER 1 TOTAL PURPOSE COSTS	\$29,681,770
EAST POINT TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$4,408,500
Resurfacing	
Pedestrian / Bike Improvements	\$428,000
Dobbs Way (Washington Road to Ben Hill Road)	
Redwine Road (City of Atlanta to North Commerce Drive)	
Operations and Safety	\$237,500
Ben Hill Road (Will Lee Road to Unincorporated Fulton County)	
Traffic Calming and Lane Widening	
Project Management	\$163,960
TIER 2 TOTAL PURPOSE COSTS	\$5,237,960

EAST POINT TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	\$3,375,976
Resurfacing	
Operations and Safety	\$1,700,000
Janice Drive at Washington Road Intersection Improvements	
North Commerce Drive at Redwine Road Intersection Improvements	
North Desert Drive Extension at Ale Circle - Intersection Improvements	
Project Management	\$182,651
TIER 3 TOTAL PURPOSE COSTS	\$5,258,627
TOTAL EAST POINT COSTS - ALL PURPOSES FOR TIERS 1-3	\$40,178,357

City of Fairburn

Purpose/Projects	TSPLOST Purpose Cost
FAIRBURN TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$7,737,167
Resurfacing (Phase 1)	
Pedestrian/Bike Improvements	\$136,891
Pedestrian/Bike Improvements (Phase 1)	
Roadway Projects	\$3,295,836
Howell Avenue Extension	
Rivertown Connector	
Park Road Extension	
Oakley Industrial Boulevard Full-Depth Reclamation	
Quick Response Projects	\$233,775
Project Management/Construction Management	\$285,092
TIER 1 TOTAL PURPOSE COSTS	\$11,688,762
FAIRBURN TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$552,987
Road Resurfacing (Phase 2)	
Operations and Safety	\$750,000
Quiet Zone Railroad Crossings	
Pedestrian/Bike Improvements	\$353,171
Pedestrian/Bike Improvements (Phase 2)	
Roadway Projects	\$315,000
Oakley Industrial Boulevard Extension (Design Only)	
Quick Response Projects	\$41,254
Project Management/Construction Management	\$50,310
TIER 2 TOTAL PURPOSE COSTS	\$2,062,722
FAIRBURN TIER 3 PURPOSES/PROJECTS	
Congestion Relief	\$450,000
Operation and Safety Improvements	\$541,902
Pedestrian/Bike Improvements	\$184,316
Pedestrian/Bike Improvements (Phase 3)	
Roadway Projects	\$802,717
Dodd Street Roundabout	
Quick Response Projects	\$41,417
Project Management	\$50,509
TIER 3 TOTAL PURPOSE COSTS	\$2,070,861
TOTAL FAIRBURN COSTS - ALL PURPOSES FOR TIERS 1-3	\$15,822,344

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Operations & Safety Improvements	\$1,600,000
Silent/Quiet Zone Railroad Crossings-	
South Street Crossing	
Perkins Street Crossing	
Dogwood Drive Crossing	
Virginia Avenue Crossing	
Sylvan Road Crossing	
Pedestrian Improvements	\$1,900,000
Sidewalks, Curb/Gutter, Bike Lanes	
City Wide	
Maintenance & Safety	\$1,400,000
Paving & Drainage	
City Wide	
Engineering/ Management/Administration	\$665,280
TIER 1 TOTAL PURPOSE COSTS	\$5,565,280
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety	\$600,000
Paving & Drainage	
Resurfacing	
Operations and Safety Improvements (Traffic & Street Signage)	\$382,108
Citywide	
TIER 2 TOTAL PURPOSE COSTS	\$982,108
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian Improvements	\$500,000
Sidewalks, Curb/Gutter, Bike Lanes city wide	
Maintenance & Safety	\$485,983
Paving and Drainage	
TIER 3 TOTAL PURPOSE COSTS	\$985,983
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	\$7,533,371

City of Johns Creek

Purpose/Projects	TSPLOST Purpose Cost
JOHNS CREEK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$50,286,471
Medlock Bridge Capacity Project from Chattahoochee River to McGinnis Ferry	
State Bridge Road Widening from Medlock Bridge to Chattahoochee River	
Jones Bridge Widening from Douglas Road to McGinnis Ferry	
Jones Bridge Widening from Waters Road to Buice Road and from Buice Road to State Bridge Road	
McGinnis Ferry Road Widening from Union Hill Road to Sargent Road	
Haynes Bridge Road Widening from Old Alabama Road to Mansell Road	
New Location Road in Tech Park	
Operations and Safety	\$19,455,270
Medlock Bridge at State Bridge Improvements	
Bell and Boles Road Operational and Safety Improvements from Medlock Bridge to McGinnis Ferry and from Abbotts Bridge to Bell	
Barnwell Road at Holcomb Bridge Road Improvements	
TIER 1 TOTAL PURPOSE COSTS	\$69,741,741
JOHNS CREEK TIER 2 PURPOSES/PROJECTS	
Congestion Relief	\$10,085,115
Old Alabama Road Widening from Nesbit Ferry to Old Alabama Connector	
State Bridge Road Widening from Kimball Bridge to Medlock Bridge	
Bridges	\$2,222,252
Bridge Improvements	
TIER 2 TOTAL PURPOSE COSTS	\$12,307,367

JOHNS CREEK TIER 3 PURPOSES/PROJECTS

Maintenance and Safety	\$1,713,388
Resurfacing Program	
Medlock Bridge Transit Related Enhancements	
Bridges	\$362,214
Bridge Replacements	
Congestion Relief	\$3,426,775
Nesbit Ferry Corridor Improvements	
Findley Road Extension to Lakefield Drive	
Old Alabama Widening from Jones Bridge Road to Buice Road	
Operations and Safety	\$2,284,517
Barnwell Road Corridor Improvements	
Connected Vehicle Infrastructure	
Pedestrian and Bike	\$4,569,034
Sidewalk and Trail Enhancements	
Multimodal Transportation Alternatives	
TIER 3 TOTAL PURPOSE COSTS	\$12,355,927
TOTAL JOHNS CREEK COSTS - ALL PURPOSES FOR TIERS 1-3	\$94,405,035

City of Milton

Purpose/Projects	TSPLOST Purpose Cost
MILTON TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$9,540,000
Morris Road Widening	
Windward Parkway	
NE Crabapple Connector	
Operations and Safety	\$16,900,000
Hopewell Road at Bethany Bend/Way Intersection Improvements	
Freemanville Road at Birmingham Rd Intersection Improvements	
Charlotte Road at Mayfield Road Intersection Improvements	
Hopewell Road at Thompson Road/South Thompson Road Intersection Improvements	
Hopewell Road at Hamby Road Intersection Improvements	
SR 140/Arnold Mill Rd at Green Road Intersection Improvements	
Bridges	\$1,610,000
Birmingham Road Middle Bridge	
Pedestrian / Bike Improvements	\$3,372,490
Pedestrian Improvements	
TIER 1 TOTAL PURPOSE COSTS	\$31,422,490
MILTON TIER 2 PURPOSES/PROJECTS	
Operations and Safety	\$3,445,145
Bethany Road at Providence Road Intersection Improvements	
Freemanville Road at Redd Road Intersection Improvements	
Pedestrian / Bike Improvements	\$2,100,000
Pedestrian Improvements	
TIER 2 TOTAL PURPOSE COSTS	\$5,545,145
MILTON TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety	\$3,000,000
Road Paving and Reconstruction	
Quick Response	\$775,160
Bridges	\$791,865
Bridge Repair and Replacement	
Pedestrian / Bike Improvements	\$1,000,000
Pedestrian Improvements	
TIER 3 TOTAL PURPOSE COSTS	\$5,567,025
TOTAL MILTON COSTS - ALL PURPOSES FOR TIERS 1-3	\$42,534,660

City of Mountain Park

Purpose/Projects	TSPLOST Purpose Cost
MOUNTAIN PARK TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$280,000
Roadway Stormwater Improvements	
Quick Response	\$185,308
TIER 1 TOTAL PURPOSE COSTS	\$465,308
MOUNTAIN PARK TIER 2 PURPOSES/PROJECTS	
Quick Response	\$82,113
TIER 2 TOTAL PURPOSE COSTS	\$82,113
MOUNTAIN PARK TIER 3 PURPOSES/PROJECTS	
Quick Response	\$82,437
TIER 3 TOTAL PURPOSE COSTS	\$82,437
TOTAL MOUNTAIN PARK COSTS - ALL PURPOSES FOR TIERS 1-3	\$629,858

City of Palmetto

Purpose/Projects	TSPLOST Purpose Cost
PALMETTO TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$2,770,344
Resurfacing	
Operations and Safety	\$102,671
Phipps Road/Fayetteville Road	
Pedestrian / Bike Improvements	\$401,850
Church Street	
Phipps Road	
Quick Response Projects	\$425,000
TIER 1 TOTAL PURPOSE COSTS	\$3,699,865
PALMETTO TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$488,884
Resurfacing	
Operations and Safety	\$18,118
Pedestrian / Bike Improvements	\$70,915
Quick Response Projects	\$75,000
TIER 2 TOTAL PURPOSE COSTS	\$652,917
PALMETTO TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$488,884
Resurfacing	
Operations and Safety	\$18,118
Pedestrian / Bike Improvements	\$70,915
Quick Response Projects	\$77,577
TIER 3 TOTAL PURPOSE COSTS	\$655,494
TOTAL PALMETTO COSTS - ALL PURPOSES FOR TIERS 1-3	\$5,008,276

City of Roswell

Purpose/Projects	TSPLOST Purpose Cost
ROSWELL TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$69,000,000
Big Creek Parkway Phase 1 and 2	
Holcomb Bridge Interchange	
Historic Gateway Enhancements	
Rucker Road Reconstruction	
Operations and Safety	\$7,000,000
Oxbo/SR 9 Intersection	
Bridges	\$3,086,390
Old Holcomb Bridge Road Bridge Replacement	
TIER 1 TOTAL PURPOSE COSTS	\$79,086,390
ROSWELL TIER 2 PURPOSES/PROJECTS	
Pedestrian / Bike Improvements	\$7,000,000
Sidewalk Repair and Complete Streets Program	
Maintenance and Safety	\$6,956,422
Safety Improvements and Maintenance	
TIER 2 TOTAL PURPOSE COSTS	\$13,956,422
ROSWELL TIER 3 PURPOSES/PROJECTS	
Quick Response	\$6,000,000
Congestion Relief	\$8,011,490
Northbound Early Off Ramp	
TIER 3 TOTAL PURPOSE COSTS	\$14,011,490
TOTAL ROSWELL COSTS - ALL PURPOSES FOR TIERS 1-3	\$107,054,302

City of Sandy Springs

Purpose/Projects	TSPLOST Purpose Cost
SANDY SPRINGS TIER 1 PURPOSES/PROJECTS	
Operations and Safety Improvements	\$18,000,000
Traffic Efficiency improvements	
Pedestrian and Bike Improvements	\$28,500,000
Perimeter Transit Last Mile Connectivity	
Sidewalk Program	
Mt. Vernon Highway Multiuse Path	
Congestion Relief	\$41,649,009
Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	
Hammond Drive, Phase 1 Efficiency Improvements	
TIER 1 TOTAL PURPOSE COSTS	\$88,149,009
SANDY SPRINGS TIER 2 PURPOSES/PROJECTS	
Pedestrian and Bike Improvements	\$12,500,000
Perimeter Transit Last Mile Connectivity	
Sidewalk Program	
Mt. Vernon Highway Multiuse Path	
SR 400 Trail System	
Roberts Drive Multiuse Path	
Congestion Relief	\$350,991
Johnson Ferry Road/Mt. Vernon Highway Efficiency Improvements	
Maintenance and Safety Enhancements	\$2,704,716
Roadway Maintenance and Paving	
TIER 2 TOTAL PURPOSE COSTS	\$15,555,707
SANDY SPRINGS TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$15,617,086
Roadway Maintenance and Paving	
TIER 3 TOTAL PURPOSE COSTS	\$15,617,086
TOTAL SANDY SPRINGS COSTS - ALL PURPOSES FOR TIERS 1-3	\$119,321,802

City of Union City

Purpose/Projects	TSPLOST Purpose Cost
UNION CITY TIER 1 PURPOSES/PROJECTS	
Congestion Relief	\$5,000,000
I-85/SR 138 Interchange	
Maintenance and Safety Enhancements	\$9,511,323
Resurfacing	
Operations and Safety	\$1,846,435
Flat Shoals Road (Westbrook St to Oakley Rd)	
Lancaster Lane (Shannon Pkwy to Shannon Way)	
Londonderry Way (SR 138 to Mall Blvd)	
Goodson Road (City Limits to Jonesboro Rd)	
Pedestrian/Bike Improvements	\$728,500
Christian City Multi-Use Trail	
Lower Dixie Lake Rd Sidewalks	
Quick Response Projects	\$235,687
Project Management	\$89,430
TIER 1 TOTAL PURPOSE COSTS	\$17,411,375
UNION CITY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$300,000.00
Resurfacing	
Operations and Safety	\$2,406,909
Jonesboro Road (SR 14 to Buffington Rd)	
Highpoint Road (SR 14 to Dodson Rd)	
Oakley Road (SR 138 South to City Limits)	
Gresham St at Jonesboro Rd Improvements	
Quick Response Projects	\$235,687
Project Management	\$130,000
TIER 2 TOTAL PURPOSE COSTS	\$3,072,596

UNION CITY TIER 3 PURPOSES/PROJECTS

Maintenance and Safety Enhancements	\$1,715,485
Resurfacing	
Bridges	\$176,000
McClure @ Line Creek	
Peters Rd over Broadnax Creek	
Highpoint Rd @ Deep Creek	
Buffington Rd over Shannon Creek	
Operations and Safety	\$670,350
Buffington Road (SR 138 to Flat Shoals Rd)	
Pedestrian/Bike Improvements	\$496,070
Roosevelt Hwy (US29) (Lower Dixie Lake Road to Stonewall Tell Rd)	
Quick Response Projects	\$26,814

TIER 3 TOTAL PURPOSE COSTS	\$3,084,719
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TOTAL UNION CITY COSTS - ALL PURPOSES FOR TIERS 1-3	\$23,568,690
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Unincorporated Fulton County

Purpose/Projects	TSPLOST Purpose Cost
UNINCORPORATED FULTON COUNTY TIER 1 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$34,450,879
Resurfacing of Corridors	
Subdivision Toppings	
Subdivision Resurfacing	
Bridges	\$2,200,000
Butner Road at Camp Creek	
Enon Road at Camp Creek Tributary (Timber Bridge)	
Operations and Safety	\$32,158,400
Bethsaida Road at Creel Road	
Butner Road at Camp Creek Parkway	
Butner Road at Union Road	
Butner Road at Pittman Road	
Campbellton Road at Stonewall Tell Road	
Campbellton-Fairburn Road at Jones Road	
Cascade-Palmetto Highway at West Stubbs Road	
Demooney Road at West Stubbs Road	
Enon Road at Stonewall Tell Road	
Feldwood Road at Morning Creek Drive	
Feldwood Road at Bench Mark Drive	
Fulton Industrial Boulevard- Streetscapes and pedestrian upgrades from Frederick Dr. to MLK Jr. Dr. including I-20 Interchange Ramps	
Fulton Industrial Boulevard at Cascade Road	
Old Fairburn Road at Union Road	
Rivertown Road at Cedar Grove Road	
Stonewall Tell Road at Union Road	
Stonewall Tell Road at Jones Road/Pittman Road	
Welcome All Road at Jaillette Road	
Welcome All Road at Scarboro Road	
West Stubbs Road at Butner Road	
Signal Upgrades	
Pedestrian / Bike Improvements	\$4,250,000
Danforth Road (Rehoboth Circle to Cascade Road)	
Enon Road (Lynarbor Lane to Sanford J. Jones)	

Fulton County Airport Improvements	\$1,189,500
Charlie Brown Airport-Matching Funds	
Aviation Circle Paving	
Quick Response Projects	\$1,648,045
Project Management	\$4,417,275
TIER 1 TOTAL PURPOSE COSTS	\$80,314,099
UNINCORPORATED FULTON COUNTY TIER 2 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$1,778,326
Resurfacing of Corridors	
Bridges	\$1,500,000
Bethsaida over Morning Creek	
Operations and Safety	\$9,824,400
Aldredge Road at Merk Road	
Bethsaida Road at Old National Hwy.	
Butner Road at Aldredge Road	
Fulton Industrial Boulevard-Sidewalks corridor-wide	
Washington Road at Roosevelt Highway	
Welcome All Road at Will Lee Road	
Flat Shoals Road ATMS	
Quick Response Projects	\$290,831
Project Management	\$779,519
TIER 2 TOTAL PURPOSE COSTS	\$14,173,076
UNINCORPORATED FULTON COUNTY TIER 3 PURPOSES/PROJECTS	
Maintenance and Safety Enhancements	\$124,513
Subdivision Resurfacing	
Pedestrian/Bike Improvements	\$12,978,213
Stonewall Tell Sidewalks	
Creel Road Sidewalks	
Bethsaida Road Bike/Sidewalks	
Welcome All Road Sidewalks	
Cascade Road Sidewalks	
Quick Response Projects	\$346,755
Project Management	\$779,519
TIER 3 TOTAL PURPOSE COSTS	\$14,229,000
TOTAL UNINCORPORATED FULTON COUNTY COSTS - ALL PURPOSES FOR TIERS 1-3	\$108,716,175

A RESOLUTION PROVIDING FOR (1) THE APPROVAL OF THE SALE OF \$50,855,000 IN PRINCIPAL AMOUNT OF CITY OF ALPHARETTA, GEORGIA GENERAL OBLIGATION BONDS, SERIES 2016; (2) THE APPROVAL OF THE FORM OF SUCH BONDS; (3) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; (4) THE NAMING OF A AUTHENTICATING AGENT, BOND REGISTRAR, PAYING AGENT AND CONSTRUCTION FUND CUSTODIAN; (5) THE AUTHORIZATION OF THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT AND CONTINUING DISCLOSURE AGREEMENT RELATING TO SUCH BONDS; (6) AND FOR OTHER PURPOSES:

WHEREAS, the Council of the City of Alpharetta, Georgia (the “City Council”) has determined that it is in the best interest of the citizens of the City of Alpharetta, Georgia (the “City”) that there be provided funds to finance (1) acquisition and construction of improvements, expansions and extensions to roads, streets, and bridges (the “Transportation Projects”); and (2) acquisition, construction, and renovations for parks, recreation and cultural facilities, sidewalks and greenways (the “Parks and Recreation Projects” and together, the “Projects”); and

WHEREAS, an election was duly called and held in the City on May 24, 2016 (the “Election”), and a majority of the registered voters of such City voting in such Election voted in favor of the issuance of City of Alpharetta, Georgia General Obligation Bonds, Series 2016 (the “Bonds”) in the aggregate principal amount of up to \$52,500,000 for the purpose of funding the Projects and paying the costs of issuance related thereto; and

WHEREAS, the Election authorized the Bonds to be issued in the aggregate principal amount of up to \$52,500,000 and the proceeds from the sale of the Bonds to be applied for the purpose of financing (i) the Projects and (ii) the costs associated with the issuance of the Bonds; and

WHEREAS, the Bonds are to be sold by the City of the Successful Bidder (as defined herein) pursuant to the terms of an Official Notice of Sale (the “Notice of Sale”); and

WHEREAS, the City has received and accepted the offer of the Successful Bidder to purchase the Bonds at the prices reflected on “Exhibit A” attached hereto; and

WHEREAS, it is necessary, in order to issue and deliver the Bonds, to approve the form of the Bonds, to authorize the execution and delivery of the Bonds, and to levy an annual tax if necessary on the taxable property within the limits of the City to pay the principal of and interest on the Bonds as the same becomes due; and

WHEREAS, the City proposes to designate an Authenticating Agent, Bond Registrar, Paying Agent and Construction Fund Custodian with respect to the Bonds; and

WHEREAS, it is necessary to authorize the execution of a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) relating to the Bonds;

WHEREAS, it is necessary to ratify the preparation, use and distribution of a Preliminary Official Statement, dated July 7, 2016, and authorize the preparation and the execution and delivery of a final Official Statement, dated July 18, 2016, relating to the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City of Alpharetta, Georgia, acting by and through the Mayor and City Council, and IT IS HEREBY RESOLVED BY THE AUTHORITY AFORESAID, as follows:

Section 1. Authorization of the Bonds; Terms, Payment; Use of Proceeds. The issuance of \$50,855,000 in aggregate principal amount of City of Alpharetta, Georgia General Obligation Bonds, Series 2016 is hereby authorized. The Bonds shall mature on May 1 of the year and bear interest payable on May 1 and November 1 of each year, commencing May 1, 2017, at the annual interest rate and in the amounts as set forth on Exhibit “A” attached hereto. The Bonds shall be subject to redemption prior to maturity and have such other terms as provided in the form of Bonds herein authorized.

Section 2. Designation of Paying Agent, Bond Registrar and Authentication Agent; Authorization of Paying Agency Agreement. The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, is hereby designated to act as Authenticating Agent, Bond Registrar and Paying Agent with respect to the Bonds. The execution, delivery and performance of a Paying Agency Agreement, dated as of July 1, 2016, between the City and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, in substantially the form attached hereto as Exhibit “B” are hereby authorized and approved. Such Custodial Agreement shall be in substantially the form approved by the Mayor and the Council, and the execution of such certification by the Mayor as hereby authorized shall constitute conclusive evidence of such approval.

Section 3. Execution of Bonds by City. The Bonds shall be executed for and on behalf of the City by the manual or duly authorized reproduced facsimile signatures of the Mayor of the City and the corporate seal of the City shall be imprinted thereon and attested by the manual or duly authorized reproduced facsimile signature of the Clerk of the City. In case any officer whose signature shall be affixed to the Bonds or who shall have sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, the Bonds, nevertheless, shall be valid Bonds of the City and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the City when the Bonds shall be actually delivered.

Section 4. Bond Form. The Bonds, the certificate of validation and the provision for registration shall be in substantially the form attached hereto as Exhibit “C”.

Section 5. Delivery of Bonds. There shall be delivered to the Successful Bidder (as detailed in Section 19 hereof) or such other location as the parties may agree, at the earliest

possible date, properly executed Bonds in an aggregate principal amount of \$50,855,000 in the denomination(s), numbered, maturing and bearing interest as hereinabove set forth.

Upon receipt of the purchase price for the Bonds, the Mayor of the City or his designee is authorized to physically deliver the Bonds to the Successful Bidder, and the Mayor of the City or his designee is authorized to execute for and on behalf of the City such receipt for the proceeds of the Bonds and such other closing certificates and proofs as may be necessary and proper.

Section 6. Authentication of Bonds. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Bond Registrar shall be deemed to be validly issued hereunder. No Bonds shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Bonds.

Section 7. Medium and Places of Payment. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The principal and interest on the Bonds shall be payable as provided in the form of bond approved in this resolution.

All Bonds may have endorsed thereon such legends, text or identification numbers as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Bonds may be listed or any usage or requirement of law with respect thereto.

Section 8. Registration of Transfer and Exchange of Bonds. The Bond Registrar shall cause books for the registration of transfer of the Bonds to be kept in accordance with the provisions described in Exhibit "D" attached hereto.

Section 9. Registered Owners. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 10. Continuing Request. The inclusion of the foregoing provisions shall constitute (i) a continuing request from the City to the Clerk of the Superior Court of Fulton County, unless his or her signature shall occur by facsimile, to execute the certificate of validation on any replacement Bonds issued pursuant hereto, and (ii) the appointment of the

Bond Registrar as agent for the City to do any and all things necessary to affect any replacement, exchange or registration of transfer.

Section 11. Mutilated or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed or lost, the City may cause to be executed, authenticated and delivered a new Bond of like date and tenor in exchange or substitution for any such Bond upon, in the case of mutilated Bonds, surrender of such Bonds, or in the case of destroyed or lost Bonds, the owners filing with the City, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them. If any such Bond shall have matured, instead of issuing a new Bond, the City may pay the same.

Section 12. Global Form; Securities Depository; Ownership of Bonds. Upon the initial issuance, the ownership of each Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof as described in Exhibit "E" attached hereto.

Section 13. Creation of Construction Fund. There is hereby authorized and directed to be created a special trust fund designated "City of Alpharetta, Georgia Construction Fund, Series 2016" (the "Construction Fund") with The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (in such capacity, the "Construction Fund Custodian"), into which the net proceeds received from the sale of the Bonds shall be deposited (\$50,855,000 par amount plus net original issue premium of \$1,527,685.70 and less a purchaser's discount of \$58,118.42). Such amounts shall be withdrawn and invested only in accordance with the provisions and restrictions set forth in the form of Custodial Agreement authorized below.

Section 14. Authorization of Custodial Agreement. The execution, delivery and performance of a Custodial Agreement, dated as of July 1, 2016, between the City and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, in substantially the form attached hereto as Exhibit "F" are hereby authorized and approved. Such Custodial Agreement shall be in substantially the form approved by the Mayor and the Council, and the execution of such certification by the Mayor as hereby authorized shall constitute conclusive evidence of such approval.

Section 15. Tax Covenants and Representations. The Bonds are being issued by the City in compliance with the conditions necessary for the interest income on the Bonds to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. The City hereby covenants with the holders of the Bonds as described in Exhibit "G" attached hereto.

Section 16. Preparation of Tax Digest. The City Administrator and the Director of Finance are hereby directed to ascertain from the tax returns of the City, and from the tax returns made to the Commissioner of Revenue of the State of Georgia, the total value of all the property in the City subject to taxation for general obligation bond purposes, and to prepare a

digest of all such property in a book furnished by the Mayor and Council and kept for that purpose.

Section 17. Tax Levy. The City hereby levies an annual tax upon all the property of the City subject to taxation for general obligation bond purposes, at such rate as will raise the amount in each year necessary to pay principal and interest on the Bonds as the same becomes due and payable, as more fully described on Exhibit "H" attached hereto, and the City Administrator be and is hereby directed to certify the same to the City and the Commissioner of Revenue of the State of Georgia.

The said several sums shall be collected by the City Administrator together with any other moneys collected for this purpose, in each of said years, and shall be annually paid into a sinking fund to be maintained by the City for and applied exclusively to the payment of the principal of and interest on the Bonds as the same become due and payable, and provisions to meet the requirements of this section shall be made annually thereafter. The sinking fund shall be held and kept separate and apart from all other revenues collected by the City.

Section 18. Authorization of Official Statement; Deemed Final; and Continuing Disclosure Agreement. The use and distribution of the Preliminary Official Statement, dated July 7, 2016, pertaining to the Bonds are hereby ratified and approved. The execution, use and distribution of the Official Statement, dated July 18, 2016, pertaining to the Bonds are authorized and approved, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement presented at this meeting and filed with the Clerk of the City. The execution and delivery of the 15c2-12 Certificate required by the Rule are hereby ratified and approved. The execution, delivery and performance of the Continuing Disclosure Agreement in substantially the form attached as an appendix to the Preliminary Official Statement are hereby authorized and approved. The City hereby covenants for the benefit of the owners of the Bonds and the Successful Bidder to comply with its obligations under the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder. It is expressly provided, however, that any beneficial owner of the Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section 18. The cost to the City of performing its obligations set forth in this Section 18 shall be paid solely from funds lawfully available for such purpose.

Section 19. Official Notice of Sale; Acceptance of Bids. The actions of the staff of the City in drafting and circulating an Official Notice of Sale (the "Notice of Sale"), and in reviewing bids for the purchase of the Bonds submitted pursuant to the Notice of Sale are hereby authorized and approved. The Bonds shall be sold to Morgan Stanley & Co., LLC, the bidder submitting the lowest true interest cost for the bond issue which conforms to the specifications set forth in the Notice of Sale (the "Successful Bidder"), and the administrative, finance and legal staffs of the City are hereby directed to take all actions necessary to accomplish the delivery of the Bonds to the Successful Bidder pursuant to the terms hereof.

Section 20. Non-Arbitrage Certification. The Mayor and Clerk of the City are hereby authorized to execute and deliver on behalf of the City a non-arbitrage certificate in order to comply with Sections 103(b)(2) and 148 of the Code and the applicable Treasury Regulations thereunder and setting forth therein such expectations and covenants on the part of the City as may be necessary or appropriate to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes. Such certification shall be in substantially the form approved by the Mayor and the Council, and the execution of such certification by the Mayor as hereby authorized shall constitute conclusive evidence of such approval.

Section 21. General Authorizations. From and after the adoption of this resolution, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such documents, instruments, certificates and reports as may be necessary or desirable in connection with the issuance and sale of the Bonds and to carry out and comply with the provisions of this resolution, and are further authorized to take any and all further actions and execute any and all other documents, instruments, reports and certificates as may be necessary or desirable in connection with the issuance and sale of the Bonds and the execution and delivery of the Official Statement and the Continuing Disclosure Agreement, and to document compliance with the provisions of all applicable laws.

Section 22. Confirmation of Actions. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bonds and the execution, delivery and performance of the Official Statement and the issuance and sale of the Bonds shall be, and the same hereby are, in all respects approved and confirmed.

Section 23. Waiver of Audit. The waiver of the performance audit or performance review by the City with respect to the Bonds as such terms are described in Section 36-82-100, Official Code of Georgia Annotated is hereby authorized and approved.

Section 24. Approval of Actions of Mayor and Council. All actions taken by the Mayor and Council relating to the authorization and issuance of the Bonds be and the same are hereby ratified, approved and confirmed, and all resolutions or proceedings or parts of resolutions or proceedings in conflict with this resolution be, and the same are hereby repealed. The Mayor is hereby authorized to do any and all things, including, but not limited to making covenants on behalf of the City, proceeding with the validation of the Bonds in the Superior Court of Fulton County, and executing any and all documents, including, but not limited to a non-arbitrage certificate, necessary to issue the Bonds, to refund the Prior Bonds and to carry out the transaction contemplated by this Resolution.

Section 25. Payments Due on Saturday, Sunday or Holiday. If a payment on the Bonds is due on a Saturday, Sunday or any day that the designated corporate trust office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding business day with the same force and effect as if such payment had been made on the original due date.

Section 26. Repeal of Conflicting Resolutions. All resolutions or proceedings or parts of resolutions or proceedings of the City in conflict with the provisions of this resolution shall be, and the same hereby are, repealed.

Section 27. Effective Date. This resolution shall be effective immediately upon its adoption.

[Remainder of page intentionally left blank]

ADOPTED AND APPROVED this 18th day of July, 2016.

CITY OF ALPHARETTA, GEORGIA

(CORPORATE SEAL)

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Attest:

Clerk

PRICING INFORMATION

EXHIBIT “B”

FORM OF PAYING AGENCY AGREEMENT

EXHIBIT "C"

[FORM OF BOND]

THE CITY HAS ESTABLISHED A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THIS BOND. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THE RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE CITY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF ALPHARETTA, GEORGIA

GENERAL OBLIGATION BONDS,

SERIES 2016

No. R-_____

\$_____

Maturity Date: _____

CUSIP: _____

Interest Rate: _____

KNOW ALL MEN BY THESE PRESENTS: That the City of Alpharetta, Georgia (the "City") hereby acknowledges itself to owe, and for value received hereby promises

to pay to CEDE & Co., a nominee of the Depository Trust Company, or registered assigns, in lawful money of the United States of America, the principal sum shown above on the date indicated above, unless redeemed prior thereto as hereinafter provided, at the designated corporate trust office of the Bond Registrar and Paying Agent, The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (the "Paying Agent") and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable May 1, 2017, and semiannually thereafter on the first days of May and November in each year (each an "Interest Payment Date") from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from the date of issuance of this bond, or unless such date is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date until payment of the principal amount hereof). The principal hereof shall be paid only upon surrender of this bond at the designated corporate trust office of the Paying Agent. The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft, drawn on the Paying Agent, and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. In the case the owner of this bond shall be the registered owner of bonds of this series in an aggregate principal amount of at least \$1,000,000 and the owner of this bond shall supply wire transfer instructions to the Paying Agent on or prior to any Record Date, interest due on the Interest Payment Date succeeding such Record Date shall be payable by wire transfer in accordance with such instructions. Notwithstanding the foregoing, so long as this bond is registered in the name of the Securities Depository or the Securities Depository Nominee, payment of principal and interest on this bond shall be made by wire transfer to the Securities Depository.

This bond is one of a duly authorized issue of like tenor except as to numbers, denominations, interest rates, dates of maturity and redemption provisions aggregating in principal amount the sum of \$50,855,000 (the "bonds"). The proceeds of the sale of the bonds of this series will be expended only for the purpose of providing funds for (i) the acquisition and construction of improvements, expansions and extensions to roads, streets, and bridges; (ii) the acquisition, construction, and renovations for parks, recreation and cultural facilities, sidewalks and greenways; and (iii) paying the costs of issuance incident thereto. This is issued in accordance with the Constitution of the State of Georgia and pursuant to the authority granted by the laws of the State of Georgia, including particularly (i) an ordinance of the City adopted on February 15, 2016, calling an election to authorize the issuance of the Bonds; (ii) an election of the qualified voters of the City on May 24, 2016; and (iii) a resolution of the City authorizing the issuance of the Bonds adopted on July 18, 2016.

The person in whose name this bond is registered on the registration books kept by the Bond Registrar shall be deemed to be the owner of this certificate for all purposes. The bonds are being issued by means of a Book Entry System, with actual bonds immobilized at, or for the benefit of, The Depository Trust Company, New York, New York, or its successor as

Securities Depository, evidencing ownership of the bonds in principal amounts of \$5,000 or integral multiples thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual bonds are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal and interest on the Bonds are payable by the Paying Agent to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The City and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the bonds are no longer registered to a Securities Depository or its nominee, this bond may be registered as transferred only upon the registration books kept for that purpose at the designated corporate trust office of the Paying Agent by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Paying Agent of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor. In addition, if the bonds are no longer registered to a Securities Depository, this bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the designated corporate trust office of the Paying Agent for an equal aggregate principal amount of bonds of the same maturity and series and in any authorized denominations in the manner, subject to the conditions and upon payment of charges, if any, provided in the Resolution.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

The bonds maturing on May 1, 2027, and thereafter are subject to redemption at the option of the City, in whole or in part at any time on or after May 1, 2026, in any order of maturity specified by the City from any moneys available therefor at the price of par plus accrued interest to the redemption date.

Official notice of any redemption and any conditions to such redemption will be given by the Bond Registrar on behalf of the City by mailing such redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the registered owner of the bonds to be redeemed at the address shown on the books maintained by the Bond Registrar. Failure to mail any such redemption notice or any defect therein will not affect the validity of the proceedings for the redemption of the bonds for which proper notice was given. Neither the Bond Registrar nor the City will have any responsibility whatsoever if any such notice is mailed as described above but is not received by or receipt thereof is refused by the applicable registered owner.

In the event of any partial redemption of the bonds of any maturity of this series, the bonds of such maturity of this series to be redeemed shall be selected by lot in such manner as the Paying Agent shall specify.

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection of a direct annual tax, unlimited as to rate or amount, on all property subject to taxation for general obligation bond purposes located in the City, sufficient to pay the principal of, and the interest on, this bond, in accordance with its terms, and that the total indebtedness of the City, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the authorizing resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

IN WITNESS WHEREOF, the CITY OF ALPHARETTA, GEORGIA has caused this bond to be executed by the duly authorized signature of the Mayor of the City and the corporate seal to be imprinted and attested by the duly authorized signature of the Clerk of the City.

(SEAL)

By: _____
Mayor, City of Alpharetta, Georgia

Attest:

Clerk, City of Alpharetta, Georgia

* * * * *

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds of the series designated therein described in the within-mentioned resolution of the City Council of the City of Alpharetta, Georgia, adopted July 18, 2016, and is hereby authenticated as of the date of its execution as stated in the bond.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Bond Registrar

By: _____
Authorized Signatory

Date of Authentication:

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA)
)
COUNTY OF FULTON)

The undersigned Clerk of the Superior Court of Fulton County, State of Georgia, does hereby certify that the bonds were validated and confirmed by judgment of the Superior Court of Fulton County, Georgia, on the 14th day of July, 2016 (Civil Action File No. 2016CV276854), that no intervention or objection was filed opposing the validation of said bonds and that no appeal of said judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my official manual or facsimile signature and affixed the official seal of the Superior Court of Fulton County, Georgia.

Clerk, Superior Court,
Fulton County, Georgia

(SEAL)

[FORM OF ASSIGNMENT
TO APPEAR ON REVERSE OF BOND]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers
unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

the within bond of the County of Fulton, Georgia and does hereby constitute and appoint
_____ attorney to transfer said bond on the books of the within named bond
registrar and paying agent, with full power of substitution in the premises.

Dated:

In the presence of:

Bondholder

Signature Guaranteed:

Notice: The signature to this
Assignment must correspond with
the name as it appears upon the face of the within
bond in every particular, without alteration or
enlargement or any change whatever.

Notice: Signature(s) must be
guaranteed by an institution which
is a participant in the Securities
Transfer Agent Medallion
Program ("STAMP") or similar
program.

DTC FAST RIDER

Each such certificate shall remain in the Trustee's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Trustee and DTC - FAST Agreement.

[END OF FORM OF BOND]

EXHIBIT "D"

REGISTRATION OF TRANSFER PROVISIONS

Bonds may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of any Bond at the designated corporate office of the Bond Registrar, the City shall execute, and the Bond Registrar shall authenticate, and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity, series, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations (\$5,000 or integral multiples thereof), numbered consecutively in order of issuance according to the records of the Bond Registrar.

The Bonds may be exchanged at the designated corporate office of the Bond Registrar for an equal aggregate principal amount of Bonds of the same maturity, series, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute, and the Bond Registrar shall authenticate and deliver, Bonds which the bondholder making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such registration of transfers or exchanges of Bonds shall be without charge to the owner of such Bonds, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Bond requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. The Bond Registrar is not required to register as transferred or exchange any Bond after notice of redemption has been given or for 15 days prior to the giving of such notice.

All Bonds surrendered upon any registration of transfer or exchange provided for in this Resolution shall be promptly canceled or destroyed by the Bond Registrar and shall not be reissued. Upon request of the City a certificate evidencing such cancellation or destruction shall be furnished by the Bond Registrar to the City.

EXHIBIT “E”

DTC PROVISIONS

Initially, each maturity of the Bonds of each series shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company.

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

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

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

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

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

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

EXHIBIT “F”

FORM OF CUSTODIAL AGREEMENT

EXHIBIT “G”

TAX COVENANTS

It is the intention of the City that the interest on the Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the City hereby covenants with the holders of the Bonds as follows:

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

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

(c) It will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to rebate arbitrage profits to the Internal Revenue Service or to restrict or to limit the yield on the investment of any moneys held under this resolution, the City shall take such action as may be necessary.

(d) It will not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse itself for any expenditures in violation of Treasury Regulations §1.150-2. Certain Bond proceeds may be used to reimburse “preliminary expenditures” as defined in such Regulation.

EXHIBIT “H”

Period Ending	Principal	Coupon	Interest	Debt Service
05/01/2017	400,000	5.000%	1,176,013.85	1,576,013.85
05/01/2018	400,000	5.000%	1,530,787.50	1,930,787.50
05/01/2019	420,000	5.000%	1,510,787.50	1,930,787.50
05/01/2020	440,000	4.000%	1,489,787.50	1,929,787.50
05/01/2021	455,000	4.000%	1,472,187.50	1,927,187.50
05/01/2022	470,000	4.000%	1,453,987.50	1,923,987.50
05/01/2023	490,000	4.000%	1,435,187.50	1,925,187.50
05/01/2024	510,000	4.000%	1,415,587.50	1,925,587.50
05/01/2025	530,000	4.000%	1,395,187.50	1,925,187.50
05/01/2026	550,000	4.000%	1,373,987.50	1,923,987.50
05/01/2027	570,000	2.000%	1,351,987.50	1,921,987.50
05/01/2028	585,000	2.000%	1,340,587.50	1,925,587.50
05/01/2029	620,000	2.000%	1,328,887.50	1,948,887.50
05/01/2030	650,000	2.125%	1,316,487.50	1,966,487.50
05/01/2031	670,000	2.250%	1,302,675.00	1,972,675.00
05/01/2032	700,000	2.250%	1,287,600.00	1,987,600.00
05/01/2033	4,340,000	3.000%	1,271,850.00	5,611,850.00
05/01/2034	4,470,000	3.000%	1,141,650.00	5,611,650.00
05/01/2035	4,600,000	3.000%	1,007,550.00	5,607,550.00
05/01/2036	4,740,000	3.000%	869,550.00	5,609,550.00
05/01/2037	4,870,000	3.000%	727,350.00	5,597,350.00
05/01/2038	5,020,000	3.000%	581,250.00	5,601,250.00
05/01/2039	4,675,000	3.000%	430,650.00	5,105,650.00
05/01/2040	4,770,000	3.000%	290,400.00	5,060,400.00
05/01/2041	4,910,000	3.000%	147,300.00	5,057,300.00
	50,855,000		28,649,276.35	79,504,276.35

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF FULTON

The undersigned, Clerk of the City of Alpharetta, Georgia, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Mayor and Council of the City of Alpharetta, Georgia, in a meeting duly assembled and open to the public at which a quorum was present, on the 18th day of July, 2016, relating to the sale and form of \$50,855,000 City of Alpharetta, Georgia General Obligation Bonds, Series 2016, dated the date of issuance, the original of which has been duly recorded in the Minute Book of the City, which is in my custody and control.

GIVEN this the 18th day of July, 2016.

Clerk, City of Alpharetta, Georgia

(SEAL)



City Council Meeting STAFF REPORT

Submitting Department: Public Works
Submitted By: Jill Bazinet, Senior Engineer
Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: ON-CALL STORM STRUCTURE AND DRAINAGE REPAIRS

II. RECOMMENDATION:

Please award Bid No. 16-109 to Georgia Earth and Pipe, LLC, for the On-Call Storm Structure and Drainage Repairs project in the amount of \$200,000 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: NO

TOTAL PROJECT COST: 200,000.00

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Pipe/Storm Structure Repair and Maintenance / 30241100-541430 C1308	\$200,000.00

EXTERNAL FUNDING SOURCES:

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

IV. REPORT IN BRIEF:

The award of this bid is for on call storm structure and drainage repairs throughout the City. During routine inspections of the City's stormwater infrastructure, maintenance needed to any structure, ditch line, curbing, or any other stormwater management infrastructure maintained by the City is noted and entered into the Public Works Asset Management System for repairs. Over the past several years due to aging infrastructure and annexed areas of Fulton County a back log of work orders have accumulated. Repairs include but not limited to; regular grouting maintenance of manholes, invert installations, top and throat replacements, curb and gutter replacement, and sidewalk replacement due to settled panels located behind an improperly sealed catch basin.

The Department of Public Works prepared a unit rate sheet and specifications which included 147 items pertaining to stormwater structure and drainage repairs and advertised for proposals on May 19, 2016. It is the intent to award this as a five year contract and assign work order tasks throughout the year to the awarded contractor as funding allows. Approximately 50 structures will be repaired through this first task order. These structure repairs include junction boxes, catch basins, grate inlets, and headwalls.

The City received five proposals on June 16, 2016 from Butch Thompson Enterprises, Inc., Chatfield Contracting, Inc., Georgia Earth and Pipe, LLC, Metals and Materials Engineering and Tople Construction. The Evaluation Committee met June 29, 2016 to tabulate the overall scores. Each proposal was evaluated and scored on the following:

- Company Comparable Experience & References (25 points)
- Project Manager Experience (25 points)
- Rate Sheet(25 points)
- Sample Project Cost (25 points)

The resulting scores were as follows:

Georgia Earth and Pipe, LLC	95.0
Butch Thompson Enterprises, Inc.	81.8
Metals and Materials Engineers	74.8
Tople Construction	58.2
Chatfield Contracting, Inc.	57.8

The high scoring firm, Georgia Earth and Pipe, LLC, has previously completed storm structure and drainage repairs for the City. Georgia Earth and Pipe scored the highest in all evaluated categories and had the lowest overall price submitted for the sample project. Once the contract is signed Georgia Earth and Pipe, LLC. can mobilize within 10 days on the first task order. Therefore, Staff recommends award of RFP 16-109 On-Call Storm Structure and Drainage Repairs to Georgia Earth and Pipe, LLC.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Georgia Earth and Pipe Rate Sheet



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By:

Meeting Date: July 18, 2016

I. AGENDA ITEM TITLE: ON-CALL PIPE LINING SERVICES, RFP 16-111

II. RECOMMENDATION:

Please award to the following contractors RFP No. 16-11, On-Call Pipe Lining Services at various locations throughout the City and authorize the Mayor to execute all necessary documents to:

- IPR Southeast (IPR) for Cured-in-Place Pipe Lining; \$350,000.00
- Utility Asset Management, Inc. (UAM) for Spincast Lining; \$75,000.00
- Chase Plumbing & Mechanical, Inc. (Chase) for Sliplining; \$75,000.00

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

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

TOTAL PROJECT COST: 500,000

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Stormwater Pipe & Structure Repair & Maintenance / 30241100 541430 C1308	\$500,000.00

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
N/A	\$0.00

IV. REPORT IN BRIEF:

- The life expectancy for corrugated metal pipes (CMP) is approximately 25 years. Due to the age of much of the City's stormwater infrastructure, over ten miles of pipe has met or exceeded its life expectancy and is in need of repair. Through the City's stormwater inspections, various pipe systems throughout the City have been identified as needing repairs. While relatively new to Alpharetta, the trenchless system of lining pipes has been recognized as being the most efficient way of making repairs while minimizing the impacts on our citizens and prolonging the life expectancy of the pipe systems by another 50 years.

These contracts will allow us to follow-up our inspections with making much needed repairs prior to pipes reaching a critical condition of collapsing. With an allocation of \$500,000.00 to these Pipe Lining Services Contracts, it is anticipated that we can repair approximately 2500-lf of pipe. Depending on the specific locations, it is anticipated we can repair approximately 30 work orders.

These three contracts will be for a period of up to five (5) years. Work will be assigned in the form of work orders and will include the lining of pipes using one of the three methods:

- Cured-in-Place Pipe (CIPP) - This process involves the installation of a resin-impregnated flexible tube that is either inverted or pulled into the original pipeline/conduit and expanded to fit tightly against said pipeline by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for

the initiators in the resin to effect a thermosetting reaction. This method is preferable and will be used in most applications up to a pipe size of 48" and when the pipes can be easily accessed.

- Spincasting Lining - This process involves a centrifugally spray applied cementitious mortar that is wet cured. This method is more cost effective on larger pipes that are 48" or greater.
- Sliplining - This process involves the insertion of a new pipe into an existing pipe. The new pipe with a smaller outside dimension is either pulled or pushed into the existing host pipe. After the new pipe has been installed, the annular space between the new and host pipe is grouted. This method will be used when the pipe condition is deteriorated to a point beyond being repaired using the CIPP or spincasting method.

The project was advertised as a Request for Qualifications on April 7, 2016. Contractors were given the option to submit on any combination of each of three lining types. Five contractors submitted their Statement of Qualifications on May 5, 2016 and included:

- IPR Southeast, Inc. submitted for CIPP, Spincasting and Sliplining.
- Layne Inliner submitted for CIPP.
- VacVision Environmental, Inc. submitted for CIPP and Spincasting.
- Utility Asset Management, Inc. submitted for Spincasting.
- Chase Plumbing & Mechanical, Inc. submitted for CIPP and Sliplining.

The Evaluation Committee met on May 25, 2016, to decide which contractors would make the shortlist for each of the lining types. A Request for Proposals was requested from the shortlisted contractors on June 2, 2016 and included a rate sheet with individual line items pertaining to each lining type and storm structure maintenance. Proposals were received by the shortlisted contractors on June 17, 2016. After separately reviewing the proposals, The Evaluation Committee met on June 29, 2016 to tabulate the overall scores. Each proposal was evaluated and scored on the following:

- Method of Providing Services 50%
- Rate Sheets 50%

The resulting scores were as follows:

- Cured-in-Place Pipe Lining
 - IPR Southeast, Inc. 93.4
 - Layne Inliner 84.0
 - VacVision Environmental 68.2
- Spincasting
 - Utility Asset Management, Inc. 79.8
 - IPR Southeast, LLC 73.4
 - VacVision Environmental 48.8
- Sliplining
 - Chase Plumbing & Mechanical 96.6
 - IPR Southeast, LLC 59.0

The highest scoring contractor for Cured-in-Place Lining, IPR, is a nationally recognized contractor specializing in various types of pipelining including the CIPP method. They have worked throughout Metro Atlanta and currently hold on-call contracts with the City of Dunwoody and Gwinnett County.

The highest scoring contractor, UAM, has a very good reputation among local municipalities for lining pipes using the spincasting method. They recently completed lining two pipes for the City of Alpharetta.

The highest scoring contractor, Chase, has a very good reputation across the Southeast for rehabilitating pipes using the sliplining method. They have completed several sliplining projects for the City of Alpharetta.

The Evaluation Committee recommends award of RFP 16-111 On-Call Pipe Lining Services to:

- IPR Southeast, Inc.
- Utility Asset Management, Inc.

- Chase Mechanical & Plumbing, Inc.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Chase Mechanical & Plumbing Price Sheet, IPR Price Sheet, UAM Price Sheet

SLIP LINING PIPE LINING BID ITEMS

CITY OF ALPHARETTA 2016-2017 STANDBY STORMWATER SYSTEM REPAIR CONTRACT

ITEM #	Description	Amount	Unit	Unit Price	Total Price
	Lining Requirements				
	Slip Lining w/HDPE, Includes Grouting				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes cleaning (less than 25% full)				
1	15"		LF	\$ 110.00	\$ -
2	18"		LF	\$ 130.00	\$ -
3	24"		LF	\$ 150.00	\$ -
4	30"		LF	\$ 172.50	\$ -
5	36"		LF	\$ 212.00	\$ -
6	42"		LF	\$ 340.00	\$ -
7	48"		LF	\$ 370.00	\$ -
8	54"		LF	\$ 410.00	\$ -
9	60"		LF	\$ 467.00	\$ -
10	66"		LF	\$ 510.00	\$ -
11	72"		LF	\$ 575.00	\$ -
	Slip Lining w/HDPE, Includes Grouting				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes cleaning (greater than 25% full)				
12	15"		LF	\$ 130.00	\$ -
13	18"		LF	\$ 145.00	\$ -
14	24"		LF	\$ 158.00	\$ -
15	30"		LF	\$ 190.00	\$ -
16	36"		LF	\$ 230.00	\$ -
17	42"		LF	\$ 360.00	\$ -
18	48"		LF	\$ 390.00	\$ -
19	54"		LF	\$ 440.00	\$ -
20	60"		LF	\$ 486.00	\$ -
21	66"		LF	\$ 530.00	\$ -
22	72"		LF	\$ 620.00	\$ -

	Precast Headwalls (per Alpharetta Std 232)				
23	Precast Headwall for 18" Pipe		EA	\$ 3,100.00	\$ -
24	Precast Headwall for 24" Pipe		EA	\$ 3,400.00	\$ -
25	Precast Headwall for 30" Pipe		EA	\$ 4,200.00	\$ -
26	Precast Headwall for 36" Pipe		EA	\$ 4,450.00	\$ -
27	Precast Headwall for 42" Pipe		EA	\$ 4,680.00	\$ -
28	Precast Headwall for 48" Pipe		EA	\$ 5,215.00	\$ -
	Cast-In Place Concrete Headwall				
29	Cast-n-Place Conc HW-GDOT Det 1125		CY	\$ 265.00	\$ -
	Rubble Masonry HW				
30	Rubble Headwall for 18" Pipe		EA	\$ 4,520.00	\$ -
31	Rubble Headwall for 24" Pipe		EA	\$ 5,150.00	\$ -
32	Rubble Headwall for 30" Pipe		EA	\$ 6,480.00	\$ -
33	Rubble Headwall for 36" Pipe		EA	\$ 7,250.00	\$ -
	Miscellaneous Items				
34	Stone #57		Ton	\$ 89.00	\$ -
35	Surge Stone		Ton	\$ 101.00	\$ -
36	No.3's and 4's Stone		Ton	\$ 135.00	\$ -
37	Reset Existing Headwall		EA	\$ 1,650.00	\$ -
38	3000 psi Concrete		CY	\$ 285.00	\$ -
39	Flowable Fill		CY	\$ 420.00	\$ -
NOTES					
	All unit prices shall include but not be limited to all mobilization, labor, equipment and materials necessary to perform the work. In addition, unit prices for pipe lining shall include typical point repairs, pre and post CCTV, and cleaning (less than 25% full & greater than 25%).				
	Lump sum items will be determined on a project by project basis and include but not be limited to erosion control, landscaping, traffic control, special internal and external point repairs, pumping operations, ground penetrating radar and pressure grouting. These items will be included with proposals prior to each purchase order for lining projects.				

CIPP PIPE LINING BID ITEMS

CITY OF ALPHARETTA 2016-2017 STANDBY STORMWATER SYSTEM REPAIR CONTRACT

ITEM #	Description	Amount	Unit	Unit Price	Total Price
	Lining Requirements				
	Inversion Setup				
1	Inversion Setup Charge 15-36" CIPP		EA	\$ 1,150.00	\$ -
2	Inversion Setup Charge 42-48" CIPP		EA	\$ 2,350.00	\$ -
	CIPP (12' or less in depth)				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (less than 25% full)				
3	12" - 7.5 mm (.2953")		LF	\$ 58.00	\$ -
4	15" - 7.5mm (.2953")		LF	\$ 62.00	\$ -
5	18" - 8.0mm (.315")		LF	\$ 74.00	\$ -
6	21" - 10.0mm (.3937")		LF	\$ 90.00	\$ -
7	24" - 10.0mm (.3937")		LF	\$ 102.00	\$ -
8	30" - 12.5mm (.4921")		LF	\$ 135.00	\$ -
9	36" - 16.0mm (.6299")		LF	\$ 172.00	\$ -
10	42" - 18.0mm (.7087")		LF	\$ 218.00	\$ -
11	48" - 21.0mm (.8268")		LF	\$ 265.00	\$ -
12	Add Thickness Per 1.5mm -12"		LF	\$ 2.00	\$ -
13	Add Thickness Per 1.5mm -15"		LF	\$ 3.00	\$ -
14	Add Thickness Per 1.5mm -18"		LF	\$ 3.00	\$ -
15	Add Thickness Per 1.5mm -21"		LF	\$ 4.50	\$ -
16	Add Thickness Per 1.5mm -24"		LF	\$ 4.50	\$ -
17	Add Thickness Per 1.5mm -30"		LF	\$ 5.00	\$ -
18	Add Thickness Per 1.5mm -36"		LF	\$ 8.00	\$ -
19	Add Thickness Per 1.5mm -42"		LF	\$ 10.00	\$ -
20	Add Thickness Per 1.5mm -48"		LF	\$ 10.00	\$ -
	CIPP (12' or less in depth)				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (greater than 25% full)				
21	12" - 7.5 mm (.2953")		LF	\$ 60.00	\$ -
22	15" - 7.5mm (.2953")		LF	\$ 65.00	\$ -
23	18" - 8.0mm (.315")		LF	\$ 76.00	\$ -
24	21" - 10.0mm (.3937")		LF	\$ 95.00	\$ -
25	24" - 10.0mm (.3937")		LF	\$ 105.00	\$ -
26	30" - 12.5mm (.4921")		LF	\$ 138.00	\$ -

ITEM #	Description	Amount	Unit	Unit Price	Total Price
27	36" - 16.0mm (.6299")		LF	\$ 185.00	\$ -
28	42" - 18.0mm (.7087")		LF	\$ 230.00	\$ -
29	48" - 21.0mm (.8268")		LF	\$ 285.00	\$ -
30	Add Thickness Per 1.5mm -12"		LF	\$ 2.00	\$ -
31	Add Thickness Per 1.5mm -15"		LF	\$ 3.00	\$ -
32	Add Thickness Per 1.5mm -18"		LF	\$ 3.00	\$ -
33	Add Thickness Per 1.5mm -21"		LF	\$ 4.50	\$ -
34	Add Thickness Per 1.5mm -24"		LF	\$ 4.50	\$ -
35	Add Thickness Per 1.5mm -30"		LF	\$ 5.00	\$ -
36	Add Thickness Per 1.5mm -36"		LF	\$ 8.00	\$ -
37	Add Thickness Per 1.5mm -42"		LF	\$ 10.00	\$ -
38	Add Thickness Per 1.5mm -48"		LF	\$ 10.00	\$ -
	Styrene Free-CIPP (12' or less depth)				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (less than 25% full)				
39	12" Pipe - 7.5mm		LF	\$ 80.00	\$ -
40	15" Pipe - 7.5mm		LF	\$ 88.00	\$ -
41	18" Pipe - 8.0mm		LF	\$ 98.00	\$ -
42	21" Pipe - 10.0mm		LF	\$ 132.00	\$ -
43	24" Pipe - 12.5mm		LF	\$ 145.00	\$ -
44	30" Pipe - 12.5mm		LF	\$ 195.00	\$ -
45	36" Pipe - 16.0mm		LF	\$ 290.00	\$ -
46	42" Pipe -18.0mm		LF	\$ 365.00	\$ -
47	48" Pipe - 21.0mm		LF	\$ 470.00	\$ -
48	Additional Cost Per 1.5mm - 12"		LF	\$ 5.50	\$ -
49	Additional Cost Per 1.5mm - 15"		LF	\$ 7.00	\$ -
50	Additional Cost Per 1.5mm - 18"		LF	\$ 8.00	\$ -
51	Additional Cost Per 1.5mm - 21"		LF	\$ 10.00	\$ -
52	Additional Cost Per 1.5mm - 24"		LF	\$ 10.00	\$ -
53	Additional Cost Per 1.5mm - 30"		LF	\$ 10.00	\$ -
54	Additional Cost Per 1.5mm - 36"		LF	\$ 17.00	\$ -
55	Additional Cost Per 1.5mm - 42"		LF	\$ 20.00	\$ -
56	Additional Cost Per 1.5mm - 48"		LF	\$ 22.00	\$ -
	Styrene Free-CIPP (12' or less depth)				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (greater than 25% full)				
57	12" Pipe - 7.5mm		LF	\$ 90.00	\$ -
58	15" Pipe - 7.5mm		LF	\$ 96.00	\$ -

ITEM #	Description	Amount	Unit	Unit Price	Total Price
59	18" Pipe - 8.0mm		LF	\$ 115.00	\$ -
60	21" Pipe - 10.0mm		LF	\$ 140.00	\$ -
61	24" Pipe - 12.5mm		LF	\$ 155.00	\$ -
62	30" Pipe - 12.5mm		LF	\$ 210.00	\$ -
63	36" Pipe - 16.0mm		LF	\$ 312.00	\$ -
64	42" Pipe -18.0mm		LF	\$ 410.00	\$ -
65	48" Pipe - 21.0mm		LF	\$ 500.00	\$ -
66	Additional Cost Per 1.5mm - 12"		LF	\$ 5.50	\$ -
67	Additional Cost Per 1.5mm - 15"		LF	\$ 7.00	\$ -
68	Additional Cost Per 1.5mm - 18"		LF	\$ 8.00	\$ -
69	Additional Cost Per 1.5mm - 21"		LF	\$ 10.00	\$ -
70	Additional Cost Per 1.5mm - 24"		LF	\$ 10.00	\$ -
71	Additional Cost Per 1.5mm - 30"		LF	\$ 10.00	\$ -
72	Additional Cost Per 1.5mm - 36"		LF	\$ 17.00	\$ -
73	Additional Cost Per 1.5mm - 42"		LF	\$ 20.00	\$ -
74	Additional Cost Per 1.5mm - 48"		LF	\$ 22.00	\$ -
	Precast Headwalls (per Alpharetta Std 232)				
75	Precast Headwall for 18" Pipe		EA	\$ 600.00	\$ -
76	Precast Headwall for 24" Pipe		EA	\$ 650.00	\$ -
77	Precast Headwall for 30" Pipe		EA	\$ 995.00	\$ -
78	Precast Headwall for 36" Pipe		EA	\$ 1,350.00	\$ -
79	Precast Headwall for 42" Pipe		EA	\$ 1,700.00	\$ -
80	Precast Headwall for 48" Pipe		EA	\$ 1,850.00	\$ -
	Cast-In_Place Concrete Headwall				
81	Cast-n-Place Conc HW-GDOT Det 1125		CY	\$ 900.00	\$ -
	Rubble Masonry HW				
88	Rubble Headwall for 18" Pipe		EA	\$ 1,750.00	\$ -
89	Rubble Headwall for 24" Pipe		EA	\$ 2,000.00	\$ -
90	Rubble Headwall for 30" Pipe		EA	\$ 2,100.00	\$ -
91	Rubble Headwall for 36" Pipe		EA	\$ 2,900.00	\$ -
	Miscellaneous Items				
92	Stone #57		Ton	\$ 49.00	\$ -
93	Surge Stone		Ton	\$ 50.00	\$ -
94	No.3's and 4's Stone		Ton	\$ 52.00	\$ -
95	Reset Existing Headwall		EA	\$ 450.00	\$ -
96	3000psi Concrete		CY	\$ 400.00	\$ -
97	Flowable Fill		CY	\$ 285.00	\$ -

ITEM #	Description	Amount	Unit	Unit Price	Total Price
NOTES					
	All unit prices shall include but not be limited to all mobilization, labor, equipment and materials necessary to perform the work. In addition, unit prices for pipe lining shall include typical point repairs, pre and post CCTV, and cleaning (less than 25% full & greater than 25%).				
	Lump sum items will be determined on a project by project basis and include but not be limited to erosion control, landscaping, traffic control, special internal and external point repairs, pumping operations, ground penetrating radar and pressure grouting. These items will be included with proposals prior to each purchase order for lining projects.				

SPIN-CASTING PIPE LINING BID ITEMS

CITY OF ALPHARETTA 2016-2017 STANDBY STORMWATER SYSTEM REPAIR CONTRACT

ITEM #	Description	Amount	Unit	Unit Price	Unit Price
	Lining Requirements				
	Spin Cast Lining				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (less than 25% full)				
1	30" Centrifugal Spin- 1.5 Thickness		LF	\$ 193.00	\$ -
2	36" Centrifugal Spin - 1.5 Thickness		LF	\$ 228.00	\$ -
3	42" Centrifugal Spin - 1.5 Thickness		LF	\$ 267.00	\$ -
4	48" Centrifugal Spin - 1.5 Thickness		LF	\$ 305.00	\$ -
5	54" Centrifugal Spin - 1.5 Thickness		LF	\$ 343.00	\$ -
6	60" Centrifugal Spin - 1.5 Thickness		LF	\$ 385.00	\$ -
7	66" Centrifugal Spin - 1.5 Thickness		LF	\$ 421.00	\$ -
8	72" Centrifugal Spin - 1.5 Thickness		LF	\$ 461.00	\$ -
9	Add Cost Per 0.5 Thickness - 30"		LF	\$ 34.00	\$ -
10	Add Cost Per 0.5 Thickness - 36"		LF	\$ 43.00	\$ -
11	Add Cost Per 0.5 Thickness - 42"		LF	\$ 54.00	\$ -
12	Add Cost Per 0.5 Thickness - 48"		LF	\$ 65.00	\$ -
13	Add Cost Per 0.5 Thickness - 54"		LF	\$ 76.00	\$ -
14	Add Cost Per 0.5 Thickness - 60"		LF	\$ 89.00	\$ -
15	Add Cost Per 0.5 Thickness - 66"		LF	\$ 102.00	\$ -
16	Add Cost Per 0.5 Thickness - 72"		LF	\$ 117.00	\$ -
	Spin Cast Lining				
	Includes Pre & Post TV & typical point repairs during lining				
	Includes Cleaning (greater than 25% full)				
17	30" Centrifugal Spin- 1.5 Thickness		LF	\$ 198.00	\$ -
18	36" Centrifugal Spin - 1.5 Thickness		LF	\$ 233.00	\$ -
19	42" Centrifugal Spin - 1.5 Thickness		LF	\$ 273.00	\$ -
20	48" Centrifugal Spin - 1.5 Thickness		LF	\$ 310.00	\$ -
21	54" Centrifugal Spin - 1.5 Thickness		LF	\$ 348.00	\$ -
22	60" Centrifugal Spin - 1.5 Thickness		LF	\$ 390.00	\$ -
23	66" Centrifugal Spin - 1.5 Thickness		LF	\$ 426.00	\$ -
24	72" Centrifugal Spin - 1.5 Thickness		LF	\$ 466.00	\$ -
25	Add Cost Per 0.5 Thickness - 30"		LF	\$ 34.00	\$ -
26	Add Cost Per 0.5 Thickness - 36"		LF	\$ 43.00	\$ -
27	Add Cost Per 0.5 Thickness - 42"		LF	\$ 54.00	\$ -
28	Add Cost Per 0.5 Thickness - 48"		LF	\$ 65.00	\$ -
29	Add Cost Per 0.5 Thickness - 54"		LF	\$ 76.00	\$ -
30	Add Cost Per 0.5 Thickness - 60"		LF	\$ 89.00	\$ -
31	Add Cost Per 0.5 Thickness - 66"		LF	\$ 102.00	\$ -
32	Add Cost Per 0.5 Thickness - 72"		LF	\$ 117.00	\$ -
	Spin Cast Lining for Drainage Boxes				
33	48" Drainage box		VF	\$ 125.00	\$ -
34	60" Drainage box		VF	\$ 157.00	\$ -
35	72" Drainage box		VF	\$ 188.00	\$ -

Precast Headwalls (per Alpharetta Std 232)					
36	Precast Headwall for 18" Pipe		EA	\$ 3,794.00	\$ -
37	Precast Headwall for 24" Pipe		EA	\$ 4,357.00	\$ -
38	Precast Headwall for 30" Pipe		EA	\$ 4,902.00	\$ -
39	Precast Headwall for 36" Pipe		EA	\$ 5,918.00	\$ -
40	Precast Headwall for 42" Pipe		EA	\$ 6,951.00	\$ -
41	Precast Headwall for 48" Pipe		EA	\$ 8,445.00	\$ -
Cast-In_Place Concrete Headwall					
42	Cast-n-Place Conc HW-GDOT Det 1125		CY	\$ 574.00	\$ -
Rubble Masonry HW					
43	Rubble Headwall for 18" Pipe		EA	\$ 4,077.00	\$ -
44	Rubble Headwall for 24" Pipe		EA	\$ 4,731.00	\$ -
45	Rubble Headwall for 30" Pipe		EA	\$ 5,524.00	\$ -
46	Rubble Headwall for 36" Pipe		EA	\$ 6,707.00	\$ -
Miscellaneous Items					
47	Stone #57		Ton	\$ 76.00	\$ -
48	Surge Stone		Ton	\$ 68.00	\$ -
49	No.3's and 4's Stone		Ton	\$ 76.00	\$ -
50	Reset Existing Headwall		EA	\$ 5,807.00	\$ -
51	3000psi Concrete		CY	\$ 510.00	\$ -
52	Flowable Fill		CY	\$ 350.00	\$ -

NOTES					
	All unit prices shall include but not be limited to all mobilization, labor, equipment and materials necessary to perform the work. In addition, unit prices for pipe lining shall include typical point repairs, pre and post CCTV, and cleaning (less than 25% full & greater than 25%).				
	Lump sum items will be determined on a project by project basis and include but not be limited to erosion control, landscaping, traffic control, special internal and external point repairs, pumping operations, ground penetrating radar and pressure grouting. These items will be included with proposals prior to each purchase order for lining projects.				