



City Council Meeting & Public
Hearing
JUNE 28, 2021

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 06/21/2021)

V. PUBLIC HEARING

A. Z-20-05/CU-20-09/V-20-14 Alcovy Condominiums 82/92 Thompson Street

DEFERRED: This item has been deferred by the applicant and will not be heard until December. The item will be neither heard nor discussed during this evening's meeting.

Consideration of a rezoning from O-P (Office-Professional) and R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work) to allow for the construction of 12 'For-Sale' condominium units on 1.13 acres in the Downtown. A conditional use is requested to increase the residential density to 10.62 dwelling units per acre and a variance to allow a stream buffer encroachment. The property is located at 82 and 92 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

B. CU-21-06 The Parish Anglican Church / Kalen Center

DEFERRED: This item has been deferred by the applicant and will not be heard until July 19, 2021. The item will be neither heard nor discussed during this evening's meeting.

Consideration of a conditional use to allow a 'Church, Synagogue' for The Parish Anglican Church in an existing space at the Kalen Center. The property is located at 201 Vaughan Drive and is legally described as being located in Land Lot 1124, 2nd District, 2nd Section, Fulton County, Georgia.

C. E-21-02 Taffer's Tavern Sign Exception

Consideration of a sign exception to increase to the sign area for a perpendicular sign from 8 square feet to 16 square feet and to allow the perpendicular sign to be placed on the 2nd floor of the building. The property is located at 33 South Main Street and is legally described as being located in Land Lot 1269, 2nd District, 2nd Section, Fulton County, Georgia.

D. Z-21-05/V-21-13 Morrison Park/The Mix

DEFERRED: This item has been deferred by the applicant and will not be heard until August 02, 2021. The item will be neither heard nor discussed during this evening's meeting.

Consideration of a rezoning and variance to allow a mixed-use development on 24.76 acres, consisting of 144 townhomes, 37 single-family detached lots and 41,900 square feet of retail/restaurant use. A rezoning is requested from O-I (Office-Institutional) to MU (Mixed Use). Variances are requested to reduce the minimum lot size in the MU district from 25 acres to 24.76 acres, to remove the minimum percentage of office in the MU district, and to vary streetscape regulations along Haynes Bridge Road, Morrison Parkway and new internal streets.

VI. OLD BUSINESS

- A. **Ordinance: Calling of an Election to Determine the Issuance or Non-Issuance of City of Alpharetta General Obligation Bonds in the Principal Amount of \$29,500,000 (2nd Reading)**

SPONSORED BY; Council Members Binder and Burnett

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ALPHARETTA GENERAL OBLIGATION BONDS, IN THE PRINCIPAL AMOUNT OF \$29,500,000.00; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED INDEBTEDNESS; AND FOR OTHER PURPOSES

- B. **Ordinance: Calling The City Of Alpharetta General Election (2nd Reading)**

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF THE CITY OF ALPHARETTA GENERAL CITY ELECTION; TO PROVIDE FOR PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

- C. **Ordinance: Amending Chapter 4 (Alcoholic Beverages) of the City Code to add a Non-Conforming Premises Provision (2nd Reading)**

Sponsored By: Council Members Merkel & Hipes

VII. NEW BUSINESS

- A. **Public Safety Portable Radio Replacement (Capital Lease)**

- B. **Memorandum Of Understanding With City Of Milton: Summer Camp Cooperation**

VIII. PUBLIC COMMENT

IX. REPORTS

X. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: COUNCIL MEETING MINUTES (MEETING OF 06/21/2021)

II. RECOMMENDATION:

III. REPORT IN BRIEF:

IV. ALTERNATIVES:

V. ATTACHMENTS:

Council Meeting Minutes Draft 6-21-2021



City Council Meeting
June 21, 2021
Office of the City Clerk
CITY HALL 2 PARK PLAZA | 6:30 PM

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

I. CALL TO ORDER

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

II. ROLL CALL

- **Council Members**

- Mayor Jim Gilvin
- Mayor Pro Tem Donald F. Mitchell
- Jason Binder
- Ben Burnett
- John Hipes
- Dan Merkel
- Karen Richard

- **Staff**

- Bob Regus, City Administrator
- Sam Thomas, City Attorney
- James Drinkard, Asst. City Administrator
- Erin Cobb, City Clerk
- Tom Harris, Director of Finance
- Pete Sewczwicz, Director of Public Works
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Shawn Mitchell, Budget & Procurement Manager
- Eric Graves, Senior Planner/Transportation Engineer

III. PLEDGE TO THE FLAG

IV. PRESENTATIONS & PROCLAMATIONS

A. Life-Saving Awards for Mary Ellen Merriam and Joey Boassy Presented by Public Safety

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 6/7/2021)

B. Settlement of Claim from N.L. Bassford, Jr. (Care Environmental)

- ❖ Council Member Richard asked that the Alcoholic Beverage License Application be removed from the consent agenda
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the consent agenda
 - The motion received a second from Council Member Merkel
 - The motion was approved unanimously (7-0)

C. Alcoholic Beverage License Application

1. PH-21-AB-17 Winward Shell Inc. 6185 Windward Parkway Alpharetta, GA 30005

Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales

Owner: Winward Shell Inc.
Registered Agent: Noorallah Panjwani

- The applicant, Noorallah Panjwani, 10380 Royal Terrace, Alpharetta, GA, 30022, came forward to provide details regarding their ID card scanning system.
- **Public Comment:** No Public Comment
- ❖ Council Member Richard offered a motion to approve the Alcoholic Beverage License Application
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

VI. PUBLIC HEARING

A. PH-21-11 Capital Improvement Element FY 2020

- Senior Transportation Engineer/Planner, Eric Graves, came forward to present this item.
- Staff seeks approval for a resolution authorizing the transmittal of the 2019-2020

Capital Improvement Element and Annual Report to the Atlanta Regional Commission and the Georgia Department of Community Affairs.

- The Georgia Planning Act of 1989 (The Act) requires that local governments keep their Comprehensive Plans current as a pre-requisite for maintaining Qualified Local Government status, a requirement for eligibility for receipt of State of Georgia funds. The Act requires that local governments provide annual updates to their Capital Improvement Element (CIE), prepared in accordance with the Minimum Planning Standards and Procedures and the Development Impact Fee Compliance Requirements.
- The CIE is designed to provide insight into key infrastructure and public improvement projects being undertaken and completed by local jurisdictions. The Annual Report details on an annualized basis the collection and use of funds derived from impact fees. Together these documents provide a means of tracking local government performance and serve as a tool for measuring progress with respect to achieving community goals as outlined in the Comprehensive Plan.
- The City of Alpharetta is required to transmit its annual update of the Capital Improvement Element to the Atlanta Regional Commission and the Georgia Department of Community Affairs for review prior to City Council Adoption.
- Failure to update the Capital Improvement Element in accordance with the Georgia Planning Act of 1989 would result in the loss of Qualified Local Government status, which would make the City ineligible to receive most State funding. Further, failure to submit this annual report would make the City ineligible to collect impact fees on new development.
- City Attorney, Sam Thomas, read the resolution aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Richard offered a motion to approve PH-21-11 Capital Improvement Element FY 2020 and the resolution authorizing the transmittal of the 2019-2020 Capital Improvement Element and Annual Report to the Atlanta Regional Commission and the Georgia Department of Community Affairs
 - The motion received a second from Council Member Burnett
 - The motion was approved unanimously (7-0)

B. Public Hearing on the Fiscal Year 2022 Budget and Millage Rate Levy

- Director of Finance, Tom Harris, came forward to present this item.
- The purpose of this hearing is to obtain public comment on the Recommended Fiscal Year 2022 Budget.
- The FY 2022 Budget was distributed electronically to the City Council on April 26, 2021, and is available on the City's website as a downloadable pdf and available for filtering/analysis through the City's financial transparency site powered by OpenGov.
- The Finance Department presented an overview of the operating and capital budget at the May 3rd, May 17th, and May 24th City Council meetings.
- Tonight was the final public hearing with the schedule as follows:

- June 7, 2021:
 - Public Hearing
 - City Council Meeting
 - Budget Ordinance (1st Reading)
 - Millage Ordinance (1st Reading)
- June 21, 2021:
 - Public Hearing
 - City Council Meeting
 - Budget Ordinance (2nd Reading)
 - Millage Ordinance (2nd Reading)
- There have been no changes to the budget since the May 24th City Council Budget Work Session.
- **Public Comment:** No Public Comment

VII. OLD BUSINESS

A. Approval of Fiscal Year 2022 Budget and Millage Rate Levy (2nd Reading)

- Director of Finance, Tom Harris, came forward to present this item.
- Staff is recommending approval of the Fiscal Year 2022 Budget through adoption of the following: (a) Fiscal Year 2022 Budget Ordinance (2nd reading); and (b) Fiscal Year 2022 Millage Rate Ordinance (2nd reading).
- City Attorney, Sam Thomas, read the Budget Ordinance aloud.
- City Attorney, Sam Thomas, read the Millage Rate Ordinance aloud.
- **Public Comment:** No Public Comment for either ordinance
- ❖ Council Member Binder offered a motion to approve the Fiscal Year 2022 Budget Ordinance (2nd reading)
 - The motion received a second from Council Member Hipes
 - The motion was approved unanimously (7-0)
- ❖ Council Member Binder offered a motion to approve the Fiscal Year 2022 Millage Rate Ordinance (2nd reading)
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved unanimously (7-0)

VIII. NEW BUSINESS

A. Ordinance: Amending Chapter 4 (Alcoholic Beverages) of the City Code to Eliminate any Conflict Between the City Charter and Section 4.9 (e) Regarding Qualification of Those Seeking Elective Office (1st Reading) Sponsored By: Mayor Gilvin and Council Member Hipes

- ❖ Council Member Burnett recused himself from this item.
- City Attorney, Sam Thomas, came forward to present this item.
- The recommendation from our City Attorney's office is for Council to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to eliminate any conflict between the City Charter and Section 4.9 (e) regarding qualification of those seeking elective office; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.
- Council Member Hipes requested that the City Attorney clarify the ordinance language for our city's boards and commissions member that are non-elected officials.
- Council Member Binder voiced concern regarding the current ordinance language that also excludes city employees from holding an alcohol license.
- City Attorney, Sam Thomas, read the ordinance aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Hipes offered a motion to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to eliminate any conflict between the City Charter and Section 4.9 (e) regarding qualification of those seeking elective office and the ordinance as presented
 - The motion received a second from Council Member Merkel
- ❖ Mayor Pro Tem Mitchell offered a substitute motion to table this item
 - The motion received a second from Council Member Binder
 - The motion did not pass (3-3); Mayor Gilvin, Council Member Merkel and Council Member Hipes voting in opposition
 - The motion reverts to the original motion that was offered by Council Member Hipes
- ❖ Council Member Hipes offered a motion to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to eliminate any conflict between the City Charter and Section 4.9 (e) regarding qualification of those seeking elective office; to provide for an effective date; to repeal conflicting ordinances; and for other purposes
 - The motion received a second from Council Member Merkel
 - The motion did not pass (3-3); Mayor Pro Tem Mitchell, Council Member Richard, and Council Member Binder voting in opposition
- ❖ Council Member Burnett rejoined the meeting.

B. Ordinance: Amending Chapter 4 (Alcoholic Beverages) of the City Code to add a Non-Conforming Premises Provision (1st Reading) - Sponsored By: Council Members Merkel & Hipes

- City Attorney, Sam Thomas, came forward to present this item.
 - The recommendation is for Council to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to add a non-conforming premises provision; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.
 - Council Member Burnett will speak with the City Attorney regarding changing the inactive timeframe from 6 months to 12 months.
 - City Attorney, Sam Thomas, read the ordinance aloud.
 - **Public Comment:** No Public Comment
- ❖ Council Member Merkel offered a motion to approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to add a non-conforming premises provision; to provide for an effective date; to repeal conflicting ordinances; and for other purposes
- The motion received a second from Council Member Hipes
 - The motion was approved unanimously (7-0)

C. Consideration of a Project List for the Parks Bond Referendum

- City Administrator, Bob Regus, came forward to present this item.
- The recommendation is to approve the recommended parks bond referendum project list and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta's Mayor and Council have been discussing the potential for a referendum to be placed on this November's ballot in order to ask the voters of Alpharetta if the City should take out a \$29.5 million general obligation bond to fund a variety of public parks projects. If the 2021 Parks Bond Referendum is approved by the voters, the bond funds would be used for the presented list of projects.
- Prior to approving the ordinance calling for this referendum, City Council will need to vote to approve the list of projects.

1. Wills Park Equestrian Renovation build out (50% match)	5,000,000
2. Turf Webb Bridge Large Soccer Field	1,000,000
3. Will Park Master Plan projects	6,000,000
4. Union Hill Park re-development/trailhead	3,250,000
5. Mid Broadwell Park build out	500,000
6. Old Rucker Park design & build out	3,000,000
7. Farmhouse Park design & build out	2,000,000
8. Waters Road Park design & build out	750,000
9. Alpha Loop	8,000,000
	\$29,500,000

- Wills Park Equestrian Renovation build out (50% match): Replace all the existing barns on site with new horse barns for a total of 380; renovate the three existing arenas to include drainage and erosion control, new footings, new fencing, and new lighting; improve drainage and stormwater management; and improve access to the barns and to the arenas.
- Turf Webb Bridge Large Soccer Field: Resurface the upper soccer field at Webb Bridge Park, replacing the existing natural grass with artificial turf.
- Will Park Master Plan Projects: Complete renovation of the Wacky World Playground, create additional parking, improve the disc golf course, completely rebuild the Waggy World Dog Park, and creating a family gathering spot near the pool facility.
- Union Hill Park Redevelopment/Trailhead: The project as proposed includes the creation, with public input, of a design plan and redevelopment of the land for use as a park space that better meets the needs of Alpharetta residents.
- Mid Broadwell Park Buildout: Construction of restrooms, trails/sidewalks, and parking and the outfitting of the park with basic amenities such as trashcans and benches.
- Old Rucker Park Design & Buildout: The proposed project involves the design of the remaining 7.5 acres and the construction and installation of the trails, restrooms, and amenities necessary for the property to be a functional passive park space.
- Farmhouse Park Design & Buildout: Creation of conceptual and engineered plans for the creation of a park at the Farmhouse Site and buildout of initial access trails.
- Waters Road Park Design & Buildout: The project as proposed includes the creation, with public input, of a design plan and the initial phase of development of the land for use as a passive park space.
- Alpha Loop: As proposed, these funds would be allocated for the creation of conceptual and engineered design plans, acquisition of rights-of-way and other property, construction, and/or other accoutrements associated with various segments of the AlphaLoop, and affiliated greenways, trails, and connections.
- **Public Comment:**
 - Vice President of the Georgia Hunter Jumper Association, Megan O'Dwyer-Thiel, 12800 Providence Road, Alpharetta, GA, 30009, came forward in support of the parks bond for the Wills Park Equestrian Center Renovation project.
 - Janice Talluto, 2104 Windrush Lane, Alpharetta, GA, 30009, came forward in support of the Farmhouse Design & Buildout project.
 - Howard Benson, 12195 Dancliff Trace, Alpharetta, GA, 30009, came forward in support of the parks bond, specifically the Wills Park Equestrian Center Renovation project. Additionally, Mr. Benson recently joined the Wills Park Equestrian Foundation.
 - Nan Buckner, 2720 Grassview Drive, Alpharetta, GA, 30009, came forward in support of the parks bond, specifically the Wills Park Equestrian Center Renovation project.
 - Patty Benson, 5350 Hunters Oak Drive, Alpharetta, GA, 30009, came forward in opposition of the Wills Park Equestrian Center Renovation project.

- ❖ Council Member Binder offered a motion to approve the parks bond referendum project list with the following changes and authorize the Mayor to execute all necessary documents

1. Add \$500,000 to Waters Road Park Design & Build

2. Deduct \$500,000 from the Alpha Loop

- The motion received a second from Council Member Burnett
- The motion was approved (4-3); Mayor Gilvin, Council Member Merkel and Council Member Hipes voting in opposition

D. Ordinance: Calling of an Election to Determine the Issuance or Non-Issuance of City of Alpharetta General Obligation Bonds in the Principal Amount of \$29,500,000 (1st Reading)

- City Attorney, Sam Thomas, came forward to present this item.
- The recommendation is to approve an ordinance to regulate and provide for the calling of an election to determine the issuance or non-issuance of general obligation bonds in the amount of \$29,500,000 for the purpose of acquisition, construction and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks, and greenways.
- The City of Alpharetta's Mayor and Council has determined it to be in the best interests of the citizens of the City to incur bonded indebtedness in the aggregate principal amount of \$29,500,000.00 for the following purposes: (1) acquisition, construction, and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks, and greenways; and (2) paying the costs and expenses related to such bonded indebtedness. The City will provide Alpharetta voters the opportunity to vote for or against the issuance of the bonds by placing this question on the ballot for the November 2, 2021 Election.
- City Attorney, Sam Thomas, read the ordinance aloud.
- **Public Comment:** No Public Comment
- ❖ Council Member Binder offered a motion to approve an ordinance to regulate and provide for the calling of an election to determine the issuance or non-issuance of general obligation bonds in the amount of \$29,500,000 for the purpose of acquisition, construction and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks, and greenways
 - The motion received a second from Mayor Pro Tem Mitchell
 - The motion was approved (4-3); Mayor Gilvin, Council Member Merkel and Council Member Hipes voting in opposition

E. Ordinance: Calling The City Of Alpharetta General Election (1st Reading)

- City Attorney, Sam Thomas, came forward to present this item.
- Staff is recommending that Council approve an ordinance to call the City of Alpharetta's 2021 General Election, provide publication of the election, establish the candidate qualification period and fees, and establish the voter registration cut-off date.

- The Georgia Election Code requires that when a municipality authorizes their County to conduct their election, the municipality shall by Ordinance, authorize such an action. This Ordinance serves to meet that statute requirement and in addition provides the following:

- 1.) Calls the Alpharetta General Election
- 2.) Provides Publication and Notice of the Alpharetta General Election
- 3.) Provides notification of the candidate qualification period and reaffirms the associated fees
- 4.) Provides notice of voter registration deadline for the Alpharetta General Election

- City Attorney, Sam Thomas, read the ordinance aloud.

- **Public Comment:** No Public Comment

- ❖ Council Member Binder offered a motion to approve an ordinance to call the City of Alpharetta's 2021 General Election, provide publication of the election, establish the candidate qualification period and fees, and establish the voter registration cut-off date

- The motion received a second from Council Member Richard
- The motion was approved unanimously (6-0); Council Member Merkel had momentarily left the meeting during this item

F. Alpha Loop Design Services - Change Order #3

- ❖ This item was removed from agenda and was neither heard nor discussed at this time.

G. Award of RFP 21-104 North Point Parkway LID Streetscape Enhancements and Complete Streets Upgrade Project Design

- Senior Transportation Engineer/Planner, Eric Graves, came forward to present this item.
- Staff is recommending that Council award RFP No. 21-104 to Columbia Engineering and Services, Inc. with a Master Contract in an amount not to exceed \$2,000,000 for the North Point Parkway LID Streetscape Enhancements and Complete Streets Upgrade Project Design and authorize the Mayor to execute all necessary documents.
- The City of Alpharetta requested proposals from consultants under RFP 21-104 for North Point Parkway Low Impact Development (LID) Streetscape Enhancements and Complete Streets Upgrade Project Design. Services will include but are not limited to design work from concept refinement through final design and related work necessary to provide final construction documentation. The location of the project is along North Point Parkway from Mansell Road to Haynes Bridge Road.

- Five consultant teams responded with required prequalification's under RFQ 21-1001 and were invited to provide proposals for this solicitation.
 1. Kimley-Horn
 2. Columbia Engineering
 3. Moffatt & Nichol
 4. Pond
 5. Kennedy Engineering & Associates
- A multidisciplinary staff selection committee comprised from Public Works and Community Development professionals evaluated the submissions. The top two firms were subsequently asked in for interviews. Based on the responses in the proposals and discussions during the interviews, the selection committee has found the Columbia Engineering team to be the most responsive, responsible consultant.
- This project is being funded with City and Federal funding which requires significant Georgia Department of Transportation (GDOT) oversight. A major goal of the project is to develop a connected walkable corridor.
- Building on the previous LCI plans, the initial effort will be focused on developing a typical section that will accommodate the anticipated future traffic and focus on serving the transit, pedestrian, and bicycle users. Current sketch assessments indicate this can be accomplished with a five-lane street section (two travel lanes in each direction and a center turn lane where appropriate) for motorized vehicles, providing several options within the existing rights-of-way for the proposed multi-use paths and green stormwater infrastructure.
- Due to the complexity of this project as well as the unknowns such as the final street configuration, staff is recommending this RFP be awarded as a master contract not to exceed \$2,000,000 (Federal Funding of \$1,600,000, City Funding \$400,000). Task orders will be negotiated as the project progresses. The initial task order will be for the development of an approved Concept Report and is expected to take up to 720 days (two years) to complete. This will progress the design to nearly 40% and includes survey, environmental investigations, public involvement, and full corridor design. Final construction documents will be complete by summer of 2024 in order to be ready for Federal construction funding authorization in FY 2025.
- **Public Comment:** No Public Comment
- ❖ Council Member Richard offered a motion to award RFP No. 21-104 to Columbia Engineering and Services, Inc. with a Master Contract in an amount not to exceed \$2,000,000 for the North Point Parkway LID Streetscape Enhancements and Complete Streets Upgrade Project Design and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

H. Approval of the FY21 COPS Hiring Program (CHP) Grant Application

- Director of Public Safety, John Robison, came forward to present this item.
- Staff is recommending that Council approve submission of the FY21 COPS Hiring Program grant application to the U.S. Department of Justice and authorize the Mayor to execute all necessary documents.

- The COPS Hiring Program (CHP) is a competitive grant program designed to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts.
- Anticipated outcomes of the CHP program awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.
- Funding Provisions FY 2021 CHP awards will provide up to 54% of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a 46% local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period unless a local match waiver is approved, since we are asking for two officers that is a total of \$250,000. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency. The only other expense for the two positions would be the officer's uniforms and body armor which is roughly \$8,700.
- Funding under this program will support three years of officer salaries within a five-year period of performance to accommodate the training and recruitment time frame.
- Agencies must retain each CHP-funded position for 12 months following the three-year funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.
- Funding under this program may be used to do the following: (1) hire new officers (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers already laid off (at the time of application) as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of award funding; or (3) rehire officers scheduled to be laid off (at the time of application) on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of award funding. CHP applicants may request funding in one or more of these three hiring categories.
- In FY 2021, agencies may request the number of officer positions necessary to support their proposed community policing strategy. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.
- The Department currently has two (2) frozen positions that are eligible for this grant. The department estimates the total of cost for the salary & benefits for each position would be \$74,358.14 for year 1; \$78,588.67 year 2; and \$79,365 year 3. Total for two positions for all three years would be \$460,624. The grant if awarded would fund 54% totaling \$250,000. The City would fund the remaining 46% totaling \$210,624 and any other related expenses.
- There is a two-part deadline for submittal of this grant application to the Department of Justice. The first deadline was June 15, 2021 by 7:59PM. The second deadline was June 22, 2021 by 7:59PM. To meet this requirement, staff has already submitted the first part that was due June 15, 2021. If approved staff will submit the

application on June 22, 2021.

- **Public Comment:** No Public Comment
- ❖ Council Member Hipes offered a motion to approve submission of the FY21 COPS Hiring Program grant application to the U.S. Department of Justice and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Binder
 - The motion was approved unanimously (7-0)

I. Intergovernmental Agreement: Use And Distribution of TSPLOST II Proceeds

- City Attorney, Sam Thomas, came forward to present this item.
- Staff is recommending that Council approve as presented an intergovernmental agreement for the use and distribution of proceeds generated by the 2021 Transportation Special Purpose Local Option Sales Tax (TSPLOST II) and authorize the Mayor to execute all necessary documents.
- Mr. Thomas came forward to present and discuss an intergovernmental agreement between Fulton County and the 14 municipalities within Fulton County that defines the use and distribution of proceeds generated by the 2021 TSPLOST (TSPLOST II), should such TSPLOST be approved by voters in November.
- **Public Comment:** No Public Comment
- ❖ Mayor Pro Tem Mitchell offered a motion to approve as presented an intergovernmental agreement for the use and distribution of proceeds generated by the 2021 Transportation Special Purpose Local Option Sales Tax (TSPLOST II) and authorize the Mayor to execute all necessary documents
 - The motion received a second from Council Member Richard
 - The motion was approved unanimously (7-0)

J. Refund of Non-Resident Fees for Camp Happy Hearts - Sponsored By: Council Members Richard & Binder

- City Administrator, Bob Regus, came forward to present this item.
- Staff is recommending that Council approve refunds of non-resident fees to City of Milton residents for Camp Happy Hearts.
- Camp Happy Hearts is a summer day camp for children with special needs which includes many activities such as swimming, arts & crafts, games, sports, and field trips. It has been Alpharetta's practice to waive nonresident fees for City of Milton residents who utilize Camp Happy Hearts.
- During the June 7th City Council Meeting, it was brought to the attention of City Council, by Council Member Karen Richard, that these fees were not waived for this year's summer camp applications. Staff is asking that Council approve a refund for non-residents fees that were charged to City of Milton residents who registered their children for Camp Happy Hearts.

- As of now, we have had 14 non-residents register for Camp Happy Hearts and the current amount we would be refunding is \$1,050.
- Council Member Richard is interested in preparing a separate MOU with the City of Milton that would pertain only to Camp Happy Hearts. Additionally, Mayor Gilvin voiced his support.
- **Public Comment:** No Public Comment

IX. PUBLIC COMMENT

- Ruth Ann Tatum, 250 Pebble Trail, Alpharetta, GA, 30009, came forward to verify which posts were up for election this year.

X. REPORTS

- Council Member Merkel provided an update regarding the MOU with the City of Milton for various youth sports. Additionally, announcing that Alpharetta resident, Kevin Carbon, will be appearing on the American Ninja Warrior show.

XI. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Merkel offered a motion to adjourn into Executive Session
 - The motion received a second from Council Member Richard
 - The motion was approved (6-1); Council Member Burnett voting in opposition
- ❖ With no further business to discuss or items to be heard, Mayor Gilvin adjourned the meeting into Executive Session at 9:45 P.M.

Respectfully submitted,



Erin Cobb, City Clerk



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: E-21-02 TAFFER'S TAVERN SIGN EXCEPTION

CONSIDERATION OF A SIGN EXCEPTION TO INCREASE TO THE SIGN AREA FOR A PERPENDICULAR SIGN FROM 8 SQUARE FEET TO 16 SQUARE FEET AND TO ALLOW THE PERPENDICULAR SIGN TO BE PLACED ON THE 2ND FLOOR OF THE BUILDING. THE PROPERTY IS LOCATED AT 33 SOUTH MAIN STREET AND IS LEGALLY DESCRIBED AS BEING LOCATED IN LAND LOT 1269, 2ND DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA.

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:

Taffer's Tavern Sign Exception CC Staff Report, Aerial Map, Zoning Map, Future Land Use, Location Map, Taffer's Tavern CZIM 5.12.21 Meeting, Citizen Participation Form Part B Taffers Tavern, Taffers Tavern Sign Variance Updated Applicant Name



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: E-21-02 TAFFER'S TAVERN SIGN EXCEPTION

CITY COUNCIL: JUNE 28, 2021

II. RECOMMENDATION:

Approve E-21-02 Taffer's Tavern Sign Exception, subject to the following conditions:

1. Perpendicular sign location, size, type, and color shall be limited to submitted plans, with final approval by DRB.
2. The existing south elevation wall sign and perpendicular sign at the southeast corner of the building shall be removed prior to placement of the new perpendicular sign.
3. Perpendicular sign shall not be internally illuminated.

III. REPORT IN BRIEF:

The applicant, Mary Chandlee, is requesting consideration of a sign exception to allow for an increase to the sign area of a perpendicular sign for Taffer's Tavern from twelve (12) square feet to sixteen (16) square feet and to place the sign on the 2nd floor of the building. The property was approved for a sign variance in 2016 to increase the sign area for signage on the sides and rear of the Liberty Hall building from eight (8) square feet to twelve (12) square feet and to allow two (2) wall signs and one (1) perpendicular sign for the Taffer's Tavern tenant space. The subject property is located at 33 South Main Street, Liberty Hall.

DISCUSSION

The submitted request, if approved, would allow for a sixteen (16) square foot perpendicular sign for Taffer's Tavern at the southeast corner of the Liberty Hall building and on the 2nd story of the building. The applicant proposes to remove two (2) existing signs, a wall sign and perpendicular sign, if the request is approved. The subject property is located at 33 South Main Street, Liberty Hall.

The subject property is zoned C-2 (General Commercial) and is developed as a multi-use building, Liberty Hall. Surrounding properties are zoned C-2 and located within the Downtown Overlay, except that the property to the east is zoned MU (Mixed Use). City Center is located to the east, Smoke Jack to the north, Indiehouse Fragrance Bar to the west and a public-private parking lot to the south.

UDC Section 2.6.12 (F) *Signs Permitted within the Downtown Overlay and MU zoned properties*, allows each business on the ground floor of a building to have one (1) perpendicular sign at no more than eight (8) square feet and located at least eight-feet (8') above the sidewalk, but no more than twelve-feet (12') above the sidewalk. The applicant is requesting a sixteen (16) square feet (1.33' x 12') perpendicular sign on the 2nd floor of the building. The non-illuminated sign is double-sided with raised aluminum stainless steel letters with a brushed copper finish.

A sign variance was approved on the subject property in 2016 to increase the allowable sign area for signage on the sides and rear of the Liberty Hall building from eight (8) square feet to twelve (12) square feet and to allow two (2) wall signs and one (1) perpendicular sign for the Taffer's Tavern tenant space. A condition of approval required Design Review Board (DRB) approval for placement and scale of the signage in question.

Taffer's Tavern currently has three (3) signs; two (2) wall signs and one (1) perpendicular sign located on the ground floor of the Liberty Hall building. Both the south and east elevations of the building have a six (6) square foot wall sign and the southeast corner of the building has a three (3) square foot perpendicular sign. The applicant states that the south elevation wall sign and the perpendicular sign would be removed, if the sixteen (16) square foot perpendicular sign is approved. The existing six (6) square foot wall sign on the east elevation of the building facing Main Street would remain. The applicant's proposal represents a reduction of one (1) wall sign, an increase to the allowable sign area of the perpendicular sign of four (4) square feet and to allow the perpendicular sign on the 2nd story of the building.

EXCEPTION REQUIREMENTS

The City of Alpharetta Unified Development Code Article II, Section 4.5.4. outlines the criteria set forth for granting an exception to the sign regulations. The ordinance specifically states..."an exception may be granted upon a finding that":

1. Exceptional conditions pertaining to the property where the sign is to be located as a result of its size, shape or topography, which are not applicable to other lands or structures in the area; or

Response: The applicant's tenant space is located within a multi-story, multi-use building in the Downtown. If the sixteen (16) square foot perpendicular sign is approved, the applicant will remove two (2) existing signs, a six (6) square foot wall sign and a three (3) square foot perpendicular sign. The applicant's proposal would result in one (1) less sign on the building.

2. The applicant would be deprived of rights that are commonly enjoyed by others similarly situated;

Response: The applicant's proposal would result in one (1) less sign on the building.

3. Granting the variance would not confer on the applicant any significant privileges which are denied to others similarly situated;

Response: Approval of the sign exception would not grant significant privileges to the applicant. The applicant's proposal would result in one (1) less sign on the building.

4. The exceptional circumstances are not the result of action by the applicant;

Response: The exceptional circumstances are not the result of action taken by the applicant.

5. The requested variance is the minimum variance necessary to allow the applicant to enjoy the rights commonly enjoyed by others similarly situated;

Response: Placement of the perpendicular sign on the 2nd story of the building can be supported given the change in façade material between the ground floor and 2nd floor. The applicant's proposal would result in one (1) less sign on the building.

6. Granting of the variance would not violate more than one standard of this Ordinance; and

Response: The applicant requests to increase the maximum sign area of a perpendicular sign and to allow the sign on the 2nd story of the building.

7. Granting the variance would not result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic.

Response: The applicant's proposal would not result in a sign that interferes with roadway visibility or safety.

CONCURRENCES

Staff has reviewed the application and is in general agreement with the requested sign exception. The applicant's request should not impact surrounding properties and the proposal would result in one (1) less sign on the multi-use building.

CITIZEN PARTICIPATION PLAN

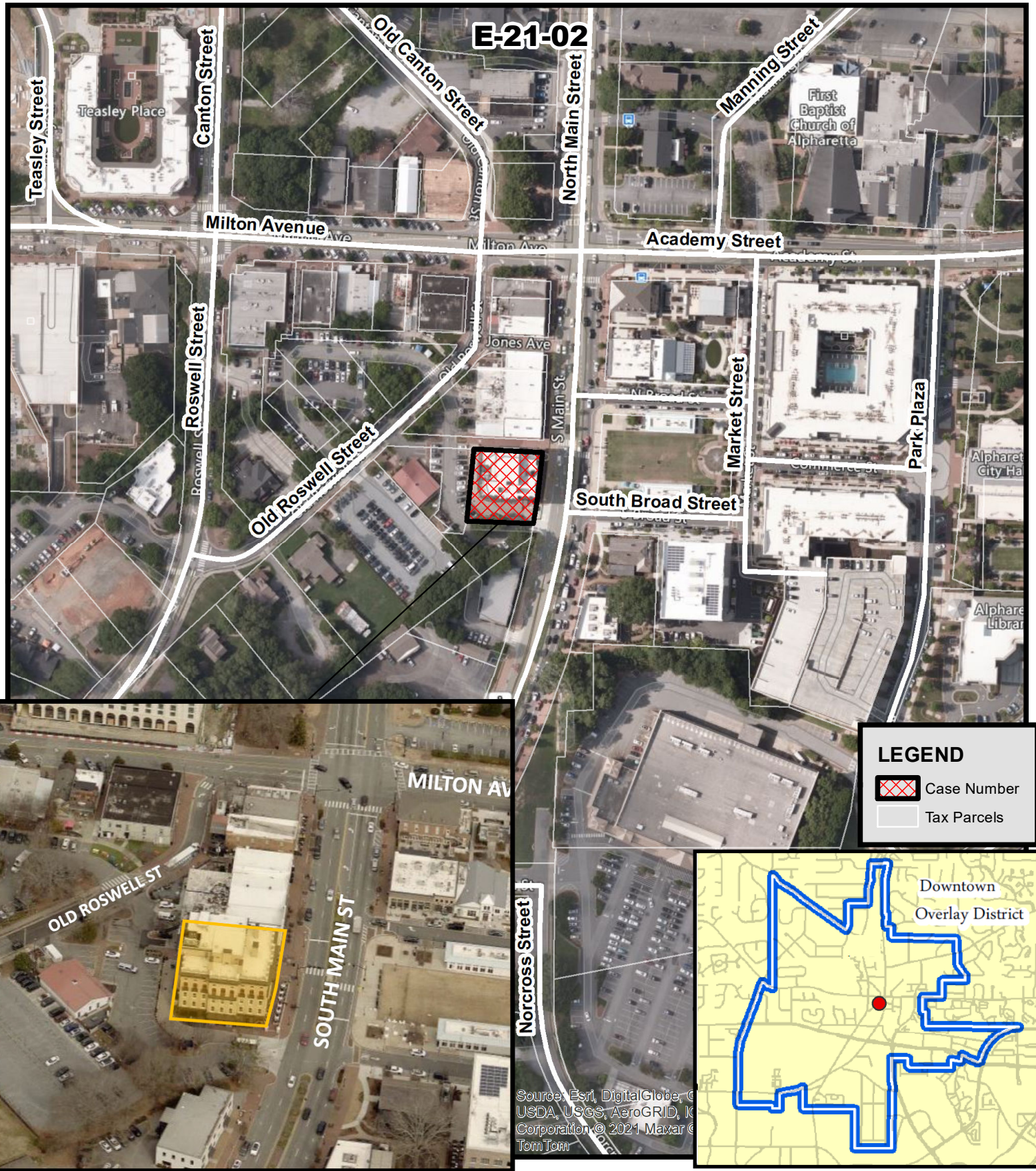
The applicant notified adjacent property owners of the sign variance request and intent for the property. The citizen participation report states that one (1) public comment was received asking if the sign would fit in with the Downtown aesthetics.

COMMUNITY ZONING INFORMATION MEETING

CZIM was held on May 12, 2021. There was one (1) public comment regarding how the sign would impact the look of the building.

IV. ATTACHMENTS:

- Sign Location & Details

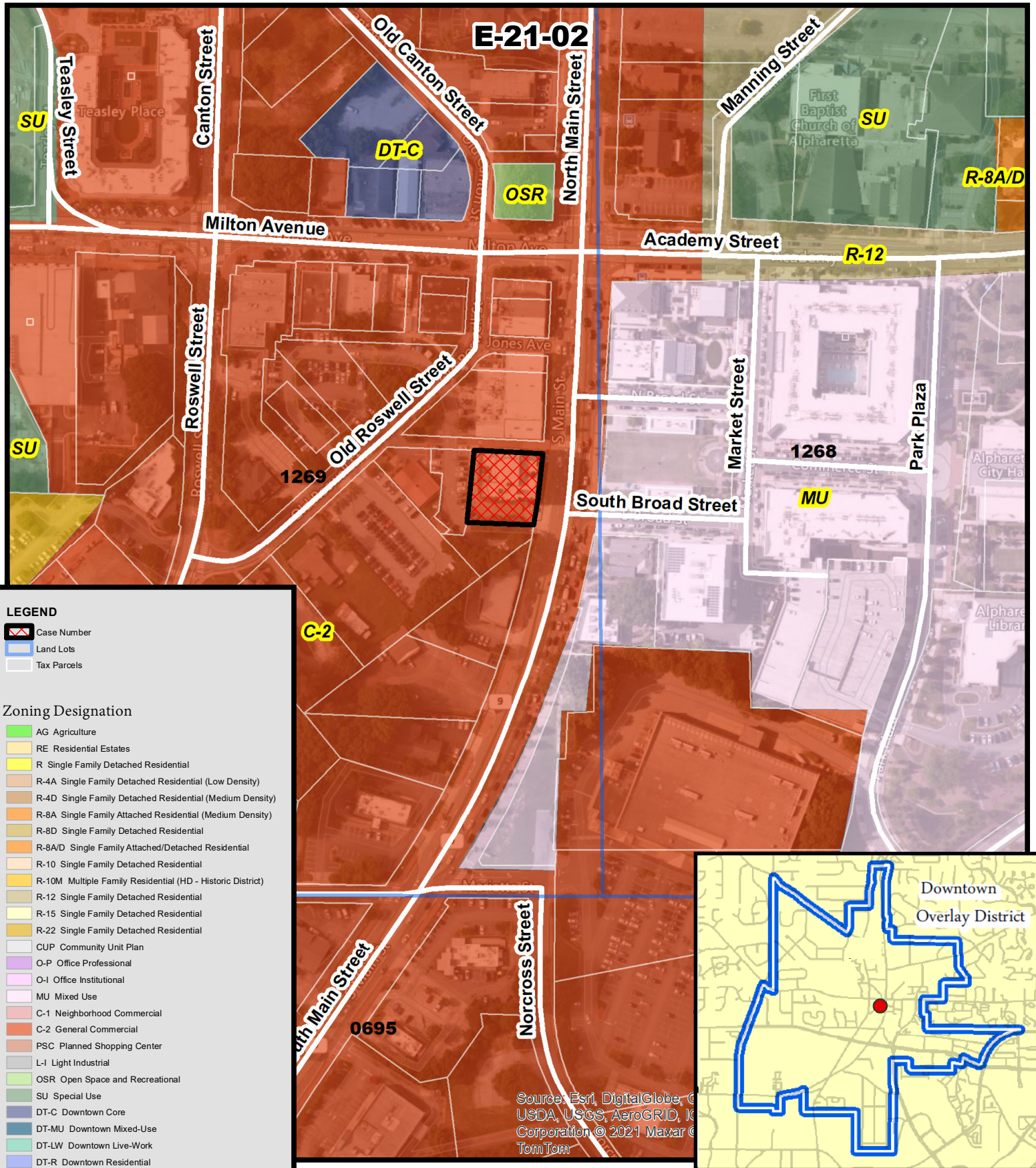


Aerial Map
Taffers Tavern Sign Exception
33 South Main Street

E-21-02
D/LL: 2/2/1269
CC Date: 6/28/21



Location Map Provided by:
Community Development - GIS

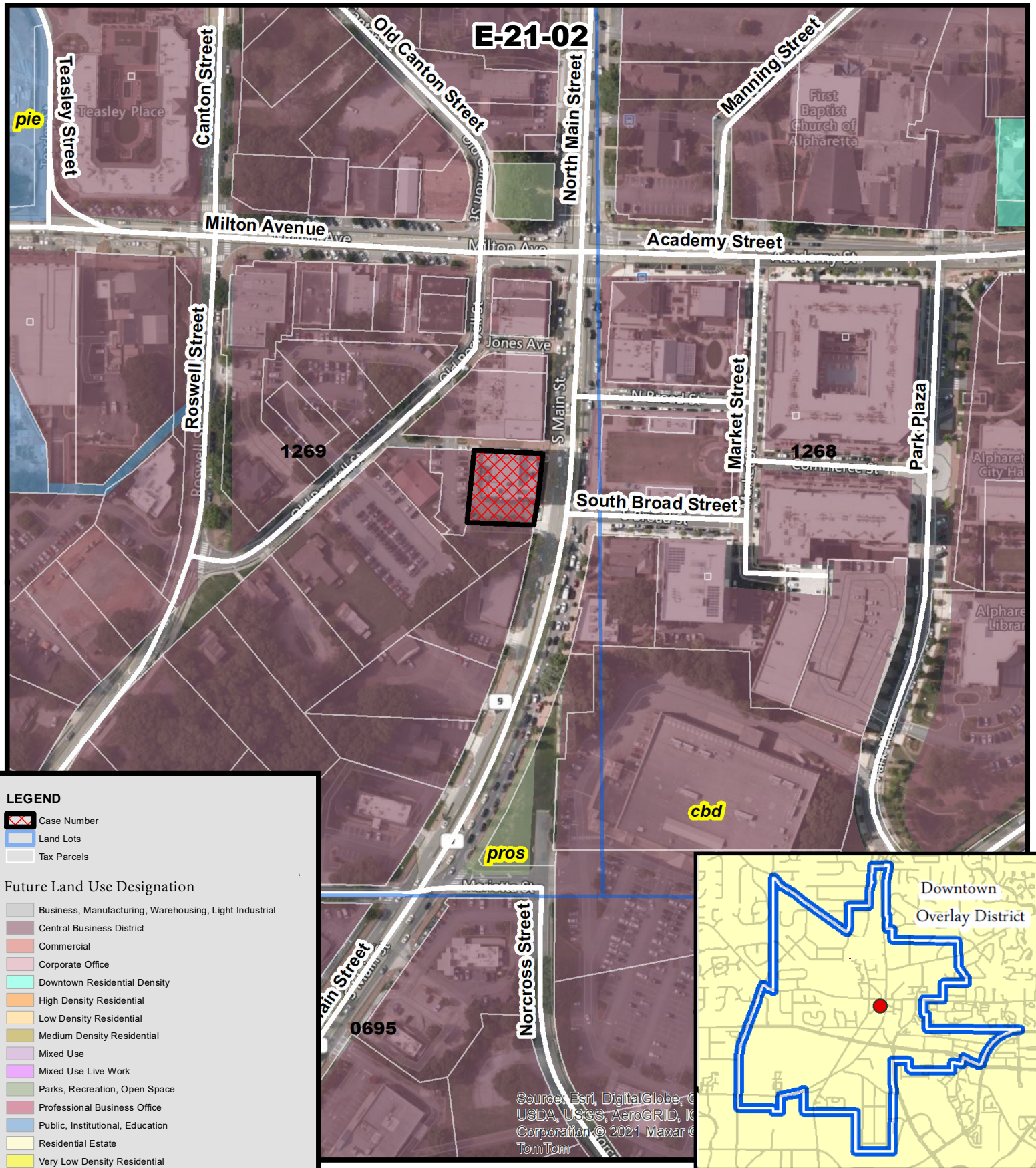


Zoning Map **Taffers Tavern Sign Exception** **33 South Main Street**

E-21-02
D/LL: 2/2/1269
CC Date: 6/28/21

Location Map Provided by:
Community Development - GIS



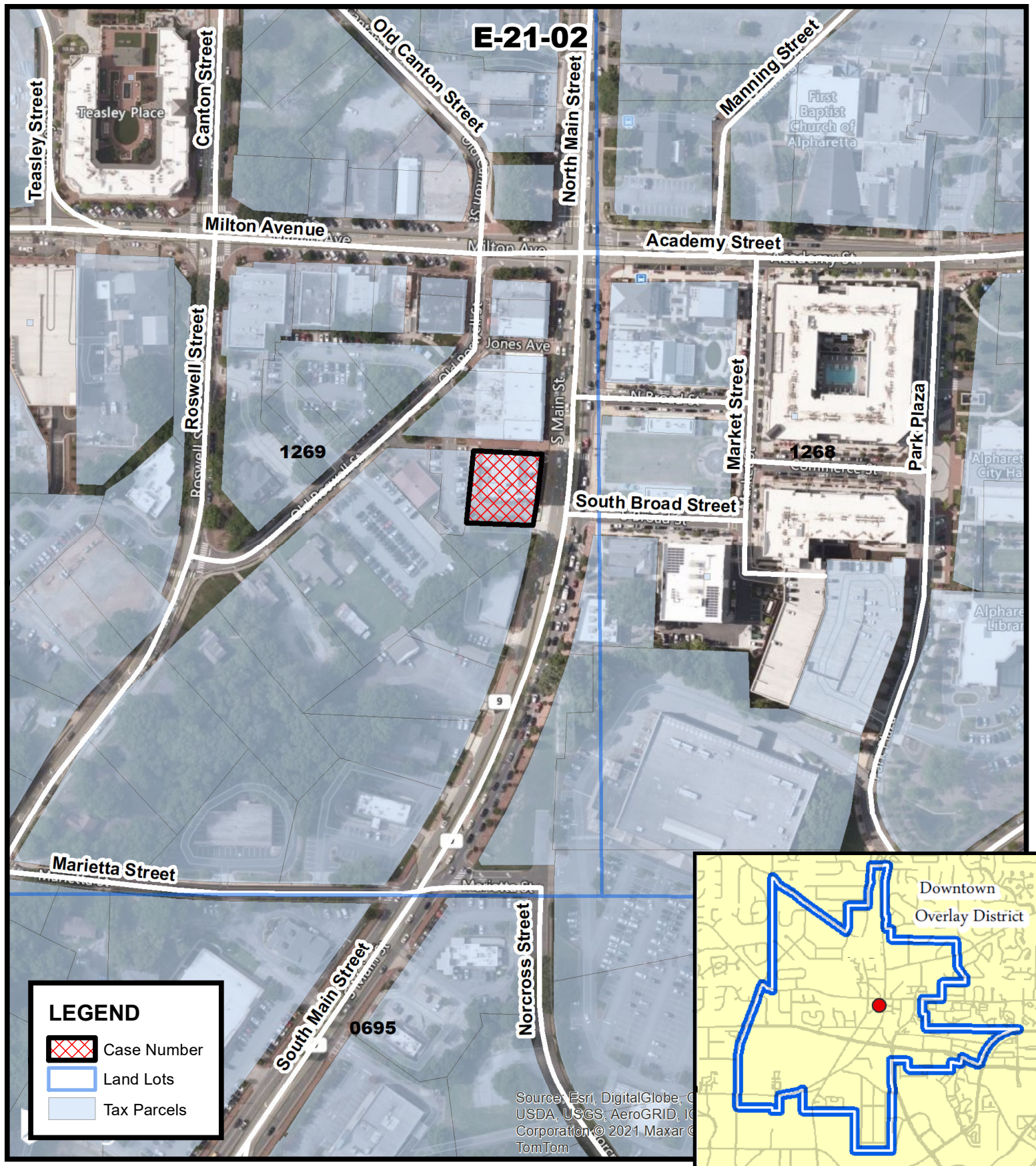


**Future Land Use
Taffers Tavern Sign Exception
33 South Main Street**

**E-21-02
D/LL: 2/2/1269
CC Date: 6/28/21**



**Location Map Provided by:
Community Development - GIS**



Location Map
Taffers Tavern Sign Exception
33 South Main Street

E-21-02
D/LL: 2/2/1269
CC Date: 6/28/21



Location Map Provided by:
Community Development - GIS

CZIM MAY 12, 2021

E-21-02: Taffer's Tavern Sign Exception @ 6:28

- **Natia Rage**
 - Will it make the building look different?
 - There is a blade sign across the street, and ours will be much smaller. Not asking for much, just wanting to gain visibility. The sign will tie in with the building. We will stay within the look of the building.

No further questions on any PH item.

There were no chat comments for this CZIM.

Meeting ended at 6:49 PM.

CITIZEN PARTICIPATION FORM - PART B

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

Public Hearing or Project Name: Taffer's Tavern Sign Exception

Contact Name: Mary Chandlee

Telephone: 678-278-9226

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

No comments were given by the property owners. One person from the city asked if the sign would fit in with the downtown aesthetic--it will.

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

☒

Letter

☐

Personal Visits

☐

Telephone

☐

Group Meeting

☐

Email

☐

Other (Please Specify) _____

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

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

Signature of Authorized Agent: _____

Mary Chandlee

Date: _____

5/25/2021

Print Form

April 29, 2021

Hemant Suri
33 South Main Street Suite 100
Alpharetta, GA 30009

RE: Taffer's Tavern Sign Exception [E-21-02]

Dear Property Owner:

Please allow this letter to serve as public notice for a sign variance request at 33 South Main St. Alpharetta, GA 30009 to install a blade sign on the southeast corner of the building.

The Community Zoning Information Meeting (CZIM) for this request will be held on May 12, 2021 at 6:00 p.m. via Zoom. The link to the meeting is <http://zoom.us/j/99377694549>. This is an informal meeting to allow the public to view public hearing requests, ask questions, and provide feedback.

This item will be considered by the City Council on Monday, June 28, 2021 at 6:30 PM. The meeting(s) will be held in the Council Chambers at City Hall, 2 Park Plaza, Alpharetta, GA 30009.

If you have any questions regarding the request, please feel free to contact me at your convenience. I can be reached at Hemant.suri@tafferstavern.com.

Sincerely,

Hemant Suri

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE SUITE T 70
ATLANTA GA 30329

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

LEAFE STEPHEN P
30 MILTON AVE
ALPHARETTA GA 30009

TWENTY NORTH MAIN LLC
233 CANTON ST
ALPHARETTA GA 30004

PUBLIX SUPER MARKETS INC
P O BOX 32025
LAKELAND FL 33802-2025

KELL BUILDING PARTNERS LLC
131 ROSWELL ST SUITE B201
ALPHARETTA GA 30009

CITY OF ALPHARETTA
0 P.O. BOX 33275
DECATUR GA 30033

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

PHILLIPS ERMINE B
205 SLATON CIR
ROSWELL GA 30075

D & R MILLER HOLDINGS LLC
980 BIRMINGHAM RD SUITE 501-391
ALPHARETTA GA 30004

ARIEL HOLDINGS II FIFTY-FOUR
ROSWELL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

55 ROSWELL ST LLC
15144 TAYLOR RD
MILTON GA 30004-3519

28 NORTH MAIN STREET LLC
3270 COCHISE DR SE
ATLANTA GA 30339-4319

HEIGHT EQUITIES INC
16 BROAD ST
RED BANK NJ 07701

HINES JAN C
80 MILTON AVE
ALPHARETTA GA 30009-1508

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

CARLOS L BAGWELL REVOCABLE TRUST T
HE
40 ROSWELL ST
ALPHARETTA GA 30009

BLALOCK ESTATE HOLDINGS LLC
7215 DONCASTER CT
CUMMING GA 30040-7662

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

FIRST BAPTIST CHURCH OF ALPHARETTA
INC
42 ACADEMY ST
ALPHARETTA GA 30009-3702

ONE SOUTH MAIN LLC
710 COOPER SANDY CV
ALPHARETTA GA 30004

CITY OF ALPHARETTA
2667 CRESTWORTH LN
BUFORD GA 30519

44 MILTON AVENUE PARTNERS LLC
53 S MAIN ST SUITE 300
ALPHARETTA GA 30009

GEORGIA FED SAV & LOAN ASSN
P.O. BOX 2609
CARLSBAD CA 92018-2609

JWJ REAL ESTATE LLC
45 ROSWELL ST SUITE A
ALPHARETTA GA 30009

CITY OF ALPHARETTA
287 SOUTH MAIN ST
ALPHARETTA GA 30004

CITY OF ALPHARETTA CORO REALTY LES
SEE
P O BOX 450233
ATLANTA GA 31145

CITY OF ALPHARETTA
1065 CHANTILLY DR
ALPHARETTA GA 30004

PARSONS JAMES J
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

EAST CANTON LLC
1785 NORTHFALL LANE SUITE 510
ALPHARETTA GA 30009

33 SOUTH MAIN LLC
1905 EVERGREEN LN
ALPHARETTA GA 30009

MILTON CAPITAL FUND LLC
705 WINDWALK DR
ROSWELL GA 30076

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

PALMER FAMILY INVESTMENTS LLC
79 S MAIN ST
ALPHARETTA GA 30009

LOCKWOOD JOSEPH K
369 DORRIS RD
ALPHARETTA GA 30004

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: PA2/0017

☒ Fee Paid

Initial: JC

COMMUNITY DEVELOPMENT DEPARTMENT

2 PARK PLAZA

ALPHARETTA, GA 30009

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

Contact Information:

Contact Name: Seth Chandlee

Telephone: 678-278-9226

Address: 8181 Industrial Place

Suite: A

City: Alpharetta

State: GA

Zip: 30004

Fax: _____

Mobile Tel: _____

Email: mary@chandlee.com

Subject Property Information:

Address: 33 South Main Street Alpharetta, GA 30009

Current Zoning: C-2

District: _____

Section: _____

Land Lot: _____

Parcel ID: 22 482312690567

Proposed Zoning: N/A

Current Use: _____

This Application For (Check All That Apply):

☐ Conditional Use

☐ Master Plan Amendment

☐ Exception

☐ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Comprehensive Plan Amendment

☐ Other (Specify): _____

APPLICANT REQUEST AND INTENT

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

This property is a multi-use building.

A restaurant is on the first floor, the second floor is occupied by a real estate company, the third floor is occupied by a law firm and the fourth floor is vacant.

Applicant's Request (Please itemize the proposal):

We are requesting to have one (1) perpendicular sign placed on the south eastern corner of the second floor.

To place one (1) 15.96 Square Foot perpendicular sign adhered to the south eastern corner of the second floor. Located at 33 South Main Street, Alpharetta, GA 30009.

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

To allow customers to see the restaurant from a distance.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: 33 South Main LLC

Telephone: _____

Address: 1905 Evergreen Lane

Suite: _____

City Alpharetta

State: GA

Zip: 30009

Authorization:

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

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

- | | |
|---|--|
| ☐ Annexation | ☐ Special Use |
| ☐ Rezoning | ☐ Conditional Use |
| ☒ Variance | ☐ Master Plan |
| ☐ Land Use Application | ☐ Other |

Identify Authorized Applicant:

Name of Authorized Applicant: Seth Chandler

Telephone: 678-278-9226

Address: 8181 Industrial Place

Suite: A

City Alpharetta

State: GA

Zip: 30004

So Sworn and Attested:

Owner Signature: _____

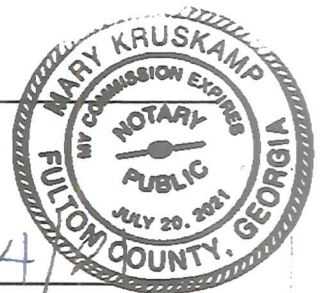
3/4/21

Date: _____

Notary: _____

Notary Signature: Mary Kruskamp

Date: 3/4/21



DISCLOSURE FORM

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

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

Name of Applicant or Opponent: Seth Chandlee

Subject Public Hearing Case: Taffer's Tavern

Campaign Contribution Information:

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

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

Name of Official: N/A

Position: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Description of Contribution: _____ Value: _____

Campaign Contribution Information:

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

Signature _____

Date: 6/17/21

SIGN VARIANCE REVIEW CRITERIA

Are there exceptional conditions pertaining to the property where the sign is to be located as a result of the property size, shape, or topography which are not applicable to other lands or structures in the area? If "yes," please explain.

- ☒ Yes The property is a multi level, multi use building. In order to advertise effectively, multiple signs are needed on different areas of the building.
- ☐ No

Would the applicant be deprived of rights that are commonly enjoyed by others similarly situated? If "yes," please explain.

- ☒ Yes Yes, Data Scan across the street has a large perpendicular sign on their building. See attached photo.
- ☐ No

Would granting the variance confer on the applicant any significant privileges which are denied to others similarly situated? If "yes," please explain.

- ☐ Yes
- ☒ No

Are the exceptional circumstances the result of actions of the applicant or the applicant's representatives? If "yes," please explain.

- ☐ Yes
- ☒ No

Is the requested variance the minimum necessary to allow the applicant to enjoy rights commonly enjoyed by others similarly situated? If "no," please explain.

- ☒ Yes
- ☐ No

Would granting of the variance violate more than one standard of the Unified Development Code? If "yes," please explain.

- ☐ Yes
- ☒ No

Would granting the variance result in allowing a sign that interferes with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic? On a separate sheet or sheets, please defend your response.

- ☐ Yes ☒ No



CITIZEN PARTICIPATION FORM - PART A

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

Public Hearing or Project Name: Taffer's Tavern

Contact Name: Seth Chandlee

Telephone: 770-912-1666

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

Please see attached list

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

- | | |
|--|---|
| ☒ Letter | ☐ Personal Visits |
| ☐ Telephone | ☐ Group Meeting |
| ☐ Email | ☐ Other (Please Specify) |

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

Seth Chandlee: Seth.chandlee@taffers-tavern.com
770-912-1666
Hemant Suri - Hemant.Suri@taffers-tavern.com
770-298-5720

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE SUITE T 70
ATLANTA GA 30329

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

LEAFE STEPHEN P
30 MILTON AVE
ALPHARETTA GA 30009

TWENTY NORTH MAIN LLC
233 CANTON ST
ALPHARETTA GA 30004

PUBLIX SUPER MARKETS INC
P O BOX 32025
LAKELAND FL 33802-2025

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30201

CITY OF ALPHARETTA
0 P.O. BOX 33275
DECATUR GA 30033

SEDG INVESTMENTS LLC
13050 BETHANY RD
ALPHARETTA GA 30009

KELL BUILDING PARTNERS LLC
131 ROSWELL ST SUITE B201
ALPHARETTA GA 30009

PHILLIPS ERMINE B
205 SLATON CIR
ROSWELL GA 30075

ALPHARETTA TOWN COMMONS LLC
2801 BUFORD HWY NE SUITE T 70
ATLANTA GA 30329

ARIEL HOLDINGS LLC
48 OLD ROSWELL ST
ALPHARETTA GA 30009-7908

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30004

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

ARIEL HOLDINGS II FIFTY FOUR ROSWE
LL ST L L C
54 ROSWELL ST
ALPHARETTA GA 30009-1930

CITY OF ALPHARETTA THE
2 S MAIN ST
ALPHARETTA GA 30009

D & R MILLER HOLDINGS LLC
980 BIRMINGHAM RD SUITE 501-391
ALPHARETTA GA 30004

28 NORTH MAIN STREET LLC
3270 COCHISE DR SE
ATLANTA GA 30339-4319

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

55 ROSWELL ST LLC
15144 TAYLOR RD
MILTON GA 30004-3519

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004

HEIGHT EQUITIES INC
16 BROAD ST
RED BANK NJ 07701

HINES JAN C
80 MILTON AVE
ALPHARETTA GA 30009-1508

CITY OF ALPHARETTA GA THE
2 S MAIN ST
ALPHARETTA GA 30009

PALMER FAMILY INVESTMENTS LLC
11460 ALPHARETTA HWY
ROSWELL GA 30076-3801

CARLOS L BAGWELL REVOCABLE TRUST T
HE
40 ROSWELL ST
ALPHARETTA GA 30009

CITY OF ALPHARETTA
2 SOUTH MAIN ST
ALPHARETTA GA 30004-0001

BLALOCK ESTATE HOLDINGS LLC
7215 DONCASTER CT
CUMMING GA 30040-7662

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

FIRST BAPTIST CHURCH OF ALPHARETTA
INC
42 ACADEMY ST
ALPHARETTA GA 30009-3702

ONE SOUTH MAIN LLC
710 COOPER SANDY CV
ALPHARETTA GA 30004

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

44 MILTON AVENUE PARTNERS LLC
53 S MAIN ST SUITE 300
ALPHARETTA GA 30009

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

JWJ REAL ESTATE LLC
45 ROSWELL ST SUITE A
ALPHARETTA GA 30009

WATERS BUILDING LLC THE
241 LAKE FORREST LN NE
ATLANTA GA 30342-3211

CITY OF ALPHARETTA CORO REALTY LES
SEE
P O BOX 450233
ATLANTA GA 31145

CITY OF ALPHARETTA
2867 CRESTWORTH LN
BUFORD GA 30519

PARSONS JAMES J
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

GEORGIA FED SAV & LOAN ASSN
P.O. BOX 2609
CARLSBAD CA 92018-2609

33 SOUTH MAIN LLC
1905 EVERGREEN LN
ALPHARETTA GA 30009

CITY OF ALPHARETTA
287 SOUTH MAIN ST
ALPHARETTA GA 30004

PARSONS ACE HARDWARE INC
10465 STONEFIELD LNDG
DULUTH GA 30097-5951

CITY OF ALPHARETTA
1065 CHANTILLY DR
ALPHARETTA GA 30004

PALMER FAMILY INVESTMENTS LLC
79 S MAIN ST
ALPHARETTA GA 30009

EAST CANTON LLC
1785 NORTHFALL LANE SUITE 510
ALPHARETTA GA 30009

WATERS BUILDING LLC THE
241 LAKE FORREST LN
ATLANTA GA 30342-3211

MILTON CAPITAL FUND LLC
705 WINDWALK DR
ROSWELL GA 30076

LOCKWOOD JOSEPH K
369 DORRIS RD
ALPHARETTA GA 30004

Taffer's Tavern Existing Signage

1. South side wall sign- 6 sq.ft (will be removed if the blade sign is approved)
2. East side wall sign- 6 sq. ft.
3. Round sign on southeastern corner-3 sq. ft. (will be removed if blade sign is approved)



TAFER'S TAVERN
INTERIOR TENANT FITUP
33 SOUTH MAIN STREET
1ST FLOOR
ALPHARETTA, GA 30009

redevelopment
design - for good! redevelopment.com

**ARCHITECTURAL
SITE PLAN**

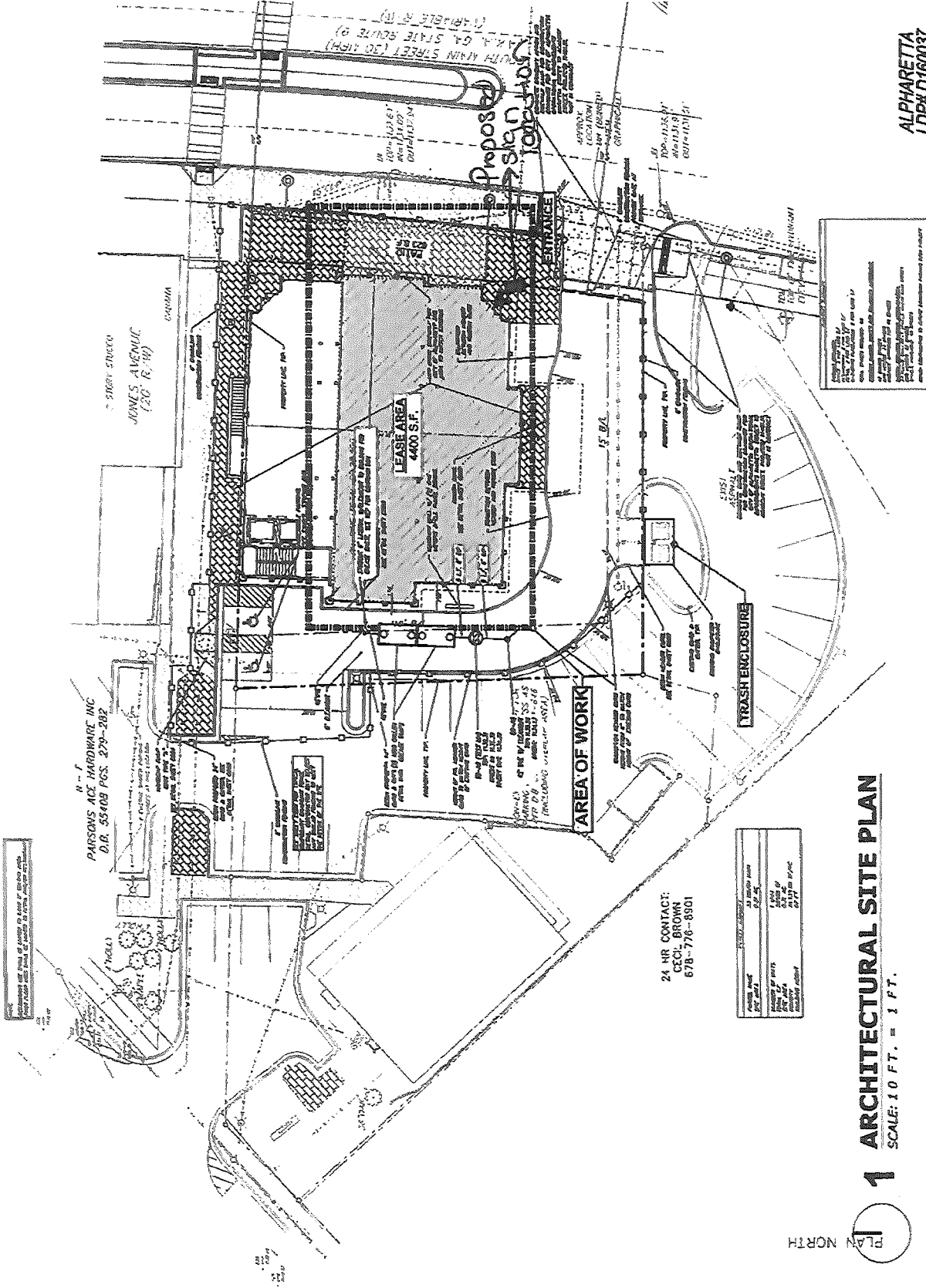
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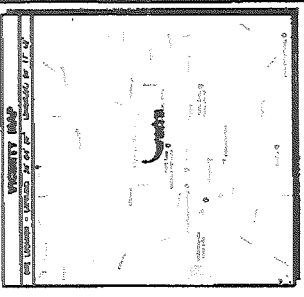
ALPHARETTA
LDP# D160037

ARCHITECTURAL SITE PLAN
SCALE: 10 FT. = 1 FT.

SCALE: 10 FT. = 1 FT.

PLAN NORTH





GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA BUILDING CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA ELECTRICAL CODE, AS AMENDED.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA PLUMBING CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA MECHANICAL CODE, AS AMENDED.

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4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA ENVIRONMENTAL CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA HEALTH CODE, AS AMENDED.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA AESTHETIC CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA CULTURAL CODE, AS AMENDED.

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA HISTORIC PRESERVATION CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA LANDMARKS CODE, AS AMENDED.

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA ANTI-CORRUPTION CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA CAMPAIGN FINANCE CODE, AS AMENDED.

8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA CONSUMER PROTECTION CODE, AS AMENDED, AND THE LATEST EDITION OF THE CALIFORNIA EMPLOYMENT LAW, AS AMENDED.

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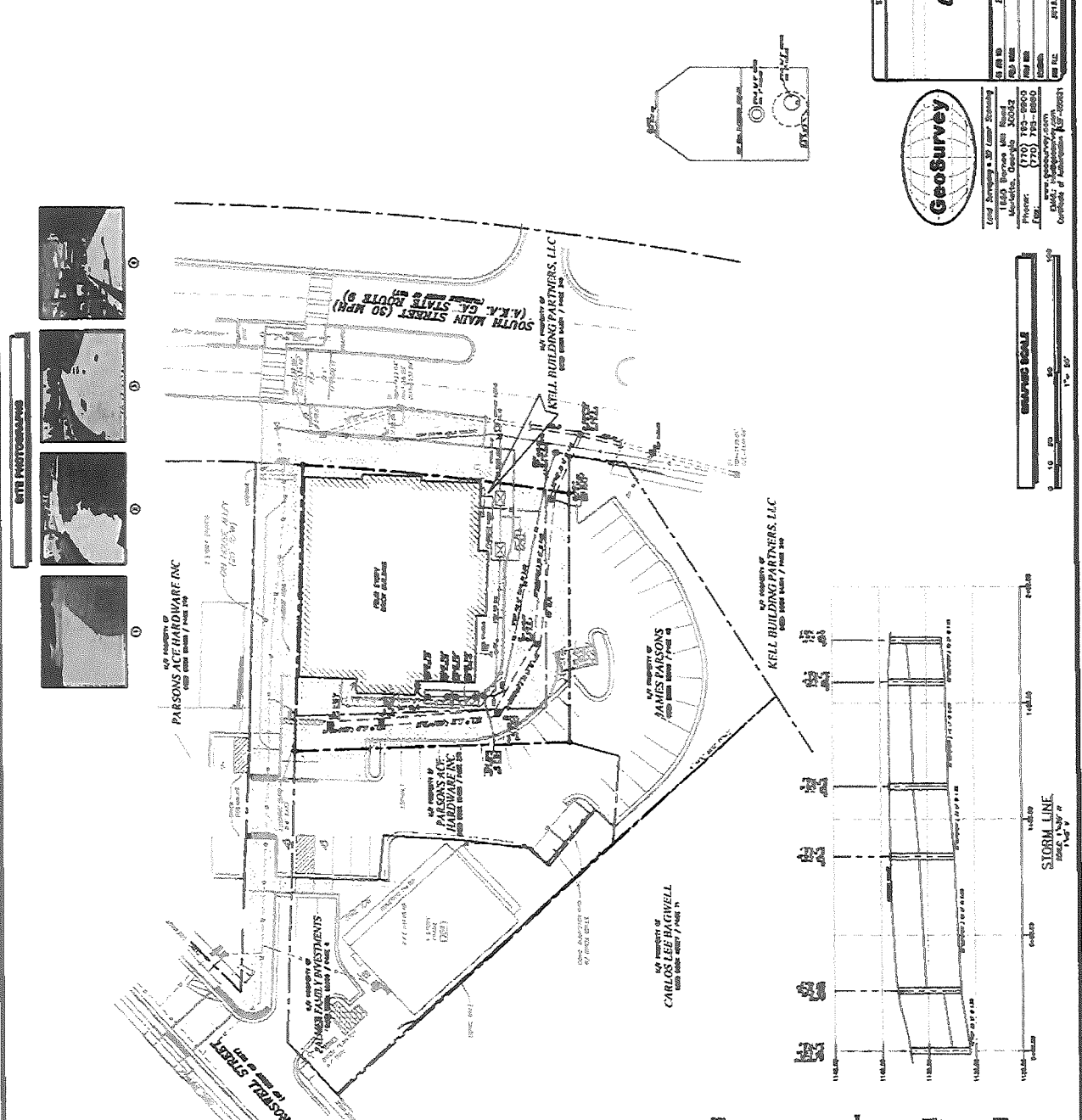
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LIBERTY HALL
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LEGEND

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STORM LINE

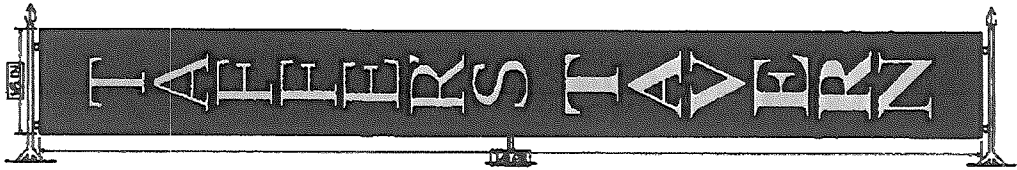
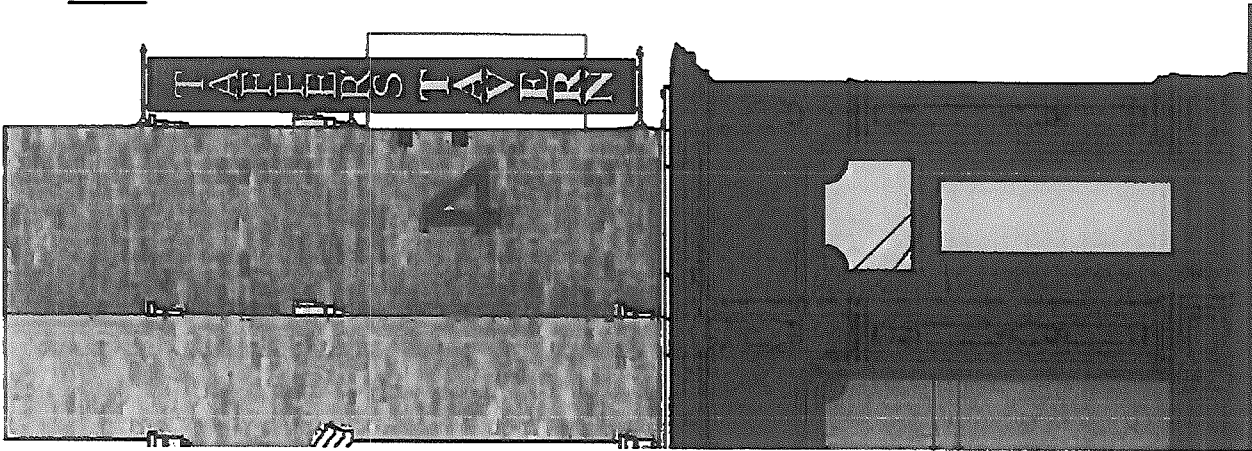
1" = 10'

GRAPHIC SCALE

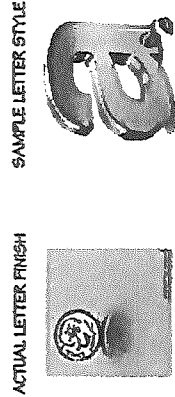
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IF YOU DO

Know what's below.
 Call before you dig.
 800.481.1111
 Or call 916.362.7411



- 16" x 144" x 4"
CUSTOM FABRICATED ALUMINUM
VERTICAL BLADE SIGN.
- DOUBLE SIDED WITH RAISED
WELDED ALUMINUM STAINLESS
STEEL LETTERS WITH BRUSHED
COPPER FINISH.
- DOUBLE SIDED.
- MOUNTED WITH THREE ALUMINUM
WELDED ARM BRACKETS WITH
BLACK POWDER COAT FINISH.
- 24" ROUND SANDBLASTED HDU
SIGNS WITH RAISED LETTERS
AND BORDER PER PROOF.



Client: SETH CHANDLER
Location: ALPHARETTA
Project: QUANTUM COMMERCIAL
Drawn by: JACOB WOLFE
Date: 7-30-10
File:

I HAVE REVIEWED THE ABOVE SPECIFICATIONS & HEREBY FULLY
APPROVE THE PROJECT TO BE FABRICATED AND
AS SHOWN, WITH REVISIONS AS SHOWN.
By: _____ Date: _____

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City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Community Development

Submitted By:

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: Z-21-05/V-21-13 MORRISON PARK/THE MIX

DEFERRED: THIS ITEM HAS BEEN DEFERRED BY THE APPLICANT AND WILL NOT BE HEARD UNTIL AUGUST 02, 2021. THE ITEM WILL BE NEITHER HEARD NOR DISCUSSED DURING THIS EVENING'S MEETING.

CONSIDERATION OF A REZONING AND VARIANCE TO ALLOW A MIXED-USE DEVELOPMENT ON 24.76 ACRES, CONSISTING OF 144 TOWNHOMES, 37 SINGLE-FAMILY DETACHED LOTS AND 41,900 SQUARE FEET OF RETAIL/RESTAURANT USE. A REZONING IS REQUESTED FROM O-I (OFFICE-INSTITUTIONAL) TO MU (MIXED USE). VARIANCES ARE REQUESTED TO REDUCE THE MINIMUM LOT SIZE IN THE MU DISTRICT FROM 25 ACRES TO 24.76 ACRES, TO REMOVE THE MINIMUM PERCENTAGE OF OFFICE IN THE MU DISTRICT, AND TO VARY STREETSCAPE REGULATIONS ALONG HAYNES BRIDGE ROAD, MORRISON PARKWAY AND NEW INTERNAL STREETS.

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:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By: Sam Thomas

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: ORDINANCE: CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ALPHARETTA GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF \$29,500,000 **(2ND READING)**

SPONSORED BY; COUNCIL MEMBERS BINDER AND BURNETT

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF AN ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF ALPHARETTA GENERAL OBLIGATION BONDS, IN THE PRINCIPAL AMOUNT OF \$29,500,000.00; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED INDEBTEDNESS; AND FOR OTHER PURPOSES

II. RECOMMENDATION:

Please approve an ordinance to regulate and provide for the calling of an election to determine the issuance or non-issuance of general obligation bonds in the amount of \$29,500,000 for the purpose of acquisition, construction and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks and greenways.

III. REPORT IN BRIEF:

The City of Alpharetta's Mayor and Council has determined it to be in the best interests of the citizens of the City to incur bonded indebtedness in the aggregate principal amount of \$29,500,000.00 for the following purposes: (1) acquisition, construction, and renovations for parks, recreation and cultural facilities, multi-use paths, sidewalks and greenways; and (2) paying the costs and expenses related to such bonded indebtedness. The City will provide Alpharetta voters the opportunity to vote for or against the issuance of the bonds by placing this question on the ballot for the November 2, 2021 Election.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Proposed Ordinance Calling for Election - 2021 Parks and Recreation Bonds (revised ballot question)(4224004.1)

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF AN
ELECTION TO DETERMINE THE ISSUANCE OR NON-ISSUANCE OF CITY OF
ALPHARETTA GENERAL OBLIGATION BONDS, IN THE PRINCIPAL AMOUNT OF
\$29,500,000.00; TO PROVIDE FOR THE DATE, MAXIMUM RATE OF INTEREST AND
SCHEDULE OF MATURITIES THAT SAID BONDS SHALL BEAR; TO PROVIDE FOR
THE LEVY AND COLLECTION OF TAXES TO SERVICE SAID BONDED
INDEBTEDNESS; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta (sometimes hereinafter referred to as the “City”), a legally created and existing municipal corporation of the State of Georgia located in Fulton County, is authorized pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia to incur bonded indebtedness with the assent of a majority of the qualified voters of the City voting in an election held for that purpose in the manner provided in Sections 36-82-1 through 36-82-28 of the Official Code of Georgia Annotated (1982 and 1987 Supp.) (the “Act”); and

WHEREAS, the Council of the City has determined it to be in the best interests of the citizens of the City to incur bonded indebtedness in the aggregate principal amount of \$29,500,000.00 for the following purposes: (1) \$7,500,000.00 for the additional development of the Alpha Loop; (2) \$2,000,000.00 for the Farmhouse Park design and build-out; (3) \$500,000.00 for the Mid-Broadwell Park build-out; (4) \$3,000,000.00 for the Old Rucker Park design and build-out; (5) \$1,000,000.00 for the Turf Webb Bridge large soccer field; (6) \$3,250,000.00 for the Union Hill Park re-development/trailhead; (7) \$1,250,000.00 for the Waters Road Park design and build-out; (8) \$5,000,000.00 for the Wills Park Equestrian renovation build-out; (9) \$6,000,000.00 for the Wills Park master plan projects; and (10) paying the costs and expenses incident to the issuance of the bonds; and

WHEREAS, pursuant to the Charter of the City, the Council is vested with the legislative authority of the government of the City, including the power to issue bonds for the purpose of raising funds to carry out any project authorized by the Charter or the laws of the State of Georgia and desires to afford the qualified voters of the City the opportunity to vote for or against the issuance of said bonds and further desires that the question be submitted for decision by the qualified voters of the City at a special election to be held for such purpose on November 2, 2021;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL, and IT IS HEREBY ORDAINED BY AUTHORITY OF THE COUNCIL, that there be, and there is hereby called to be held in the City of Alpharetta, Georgia, on the 2nd day of November, 2021, an election for the purpose of submitting to the qualified voters of the City the question of issuing City of Alpharetta General Obligation Bonds in the aggregate principal amount of \$29,500,000.00 for the purposes herein stated;

BE IT FURTHER ORDAINED BY THE AUTHORITY AFORESAID that the ballots to be used in said election shall have written or printed thereon substantially the language as described in Exhibit A hereto.

BE IT FURTHER ORDAINED BY THE AUTHORITY AFORESAID that the date of the election be and it is hereby set for November 2, 2021, and the regular polling places of the City, be opened at 7:00 A.M. and closed at 7:00 P.M., and the election be held in accordance with the election laws of the State of Georgia, and that the returns of said election be made to the City, which shall, in the presence of and together with the poll managers, who shall bring up the returns, consolidate said returns and declare the result of said election in the manner required by law.

BE IT FURTHER ORDAINED BY THE AUTHORITY AFORESAID that the City Clerk be and is hereby authorized and instructed to publish the notice of said election in the newspaper in which sheriff's advertisements for Fulton County, Georgia are published for a space of thirty (30) days previous to said election and to publish the notice of said election in the newspaper of general circulation designated by previous ordinance of the Council once prior to said election, and the notice of election shall be in substantially the form attached hereto as Exhibit B.

BE IT FURTHER ORDAINED that the Fulton County Department of Registration and Elections shall conduct the election and is hereby appointed as the Elections Superintendent to perform all duties of the Election Superintendent; and

BE IT FURTHER ORDAINED that the Mayor and such other City officials as are necessary are authorized to enter into and execute on behalf of the City a contract with Fulton County for the conduct of the election; and

BE IT FURTHER ORDAINED that should any of the said bonds described above be authorized by the requisite number of qualified voters, the Council shall levy a tax upon all the property subject to taxation within the City sufficient in amount to pay the principal of and interest on said bonds at their respective maturities and the proceeds of said bonds shall be held by the City separate and apart from all other of its funds to accomplish the undertaking hereinabove set forth.

BE IT FURTHER ORDAINED that books for registration of voters in the aforementioned special election shall remain open until the close of business on October 4, 2021, and that any resident of the City who has not previously registered may do so prior to such date and time.

BE IT FURTHER ORDAINED that as required by O.C.G.A. Section 36-82-1(d), any brochures, listings or other advertisements issued by the City or by any other person, firm, corporation or association with the knowledge and consent of the City, shall be deemed to be a statement of intention of the City concerning the use of the proceeds of said bonds; and such statement of intention shall be binding on the City in the expenditure of any such funds or interest received from such funds which have been invested.

BE IT FURTHER ORDAINED that any and all resolutions or ordinances in conflict with this Ordinance this day passed be, the same hereby are, repealed.

ADOPTED AND APPROVED for first reading on the 21st day of June, 2021 and second reading on the 28th day of June, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Donald Mitchell

Karen Richard

(SEAL)

Attest:

Approved as to form and legal sufficiency:

Erin Cobb, City Clerk

C. Sam Thomas, City Attorney

Exhibit A

FORM OF BALLOT

___ YES ___ NO

“Shall General Obligation Bonds in the principal amount of \$29,500,000.00 be issued by the City of Alpharetta, Georgia for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) \$7,500,000.00 for the additional development of the Alpha Loop; (2) \$2,000,000.00 for the Farmhouse Park design and build-out; (3) \$500,000.00 for the Mid-Broadwell Park build-out; (4) \$3,000,000.00 for the Old Rucker Park design and build-out; (5) \$1,000,000.00 for the Turf Webb Bridge large soccer field; (6) \$3,250,000.00 for the Union Hill Park re-development/trailhead; (7) \$1,250,000.00 for the Waters Road Park design and build-out; (8) \$5,000,000.00 for the Wills Park Equestrian renovation build-out; (9) \$6,000,000.00 for the Wills Park master plan projects; and (10) paying the costs and expenses incident to the issuance of the bonds?”

Exhibit B

FORM OF NOTICE OF ELECTION

Notice of Special City Bond Election

TO THE QUALIFIED VOTERS OF THE CITY OF ALPHARETTA, GEORGIA:

You are hereby notified that on the 2nd day of November, 2021, an election will be held in the City of Alpharetta, Georgia, at which election there will be submitted to the qualified voters thereof for their determination the question of whether or not certain general obligation bonds shall be authorized for issuance by the City as follows:

(1) \$29,500,000.00 of general obligation bonds (the “Parks and Recreation Bonds”) for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) \$7,500,000.00 for the additional development of the Alpha Loop; (2) \$2,000,000.00 for the Farmhouse Park design and build-out; (3) \$500,000.00 for the Mid-Broadwell Park build-out; (4) \$3,000,000.00 for the Old Rucker Park design and build-out; (5) \$1,000,000.00 for the Turf Webb Bridge large soccer field; (6) \$3,250,000.00 for the Union Hill Park re-development/trailhead; (7) \$1,250,000.00 for the Waters Road Park design and build-out; (8) \$5,000,000.00 for the Wills Park Equestrian renovation build-out; (9) \$6,000,000.00 for the Wills Park master plan projects; and (10) paying the costs and expenses incident to the issuance of the bonds.

The Parks and Recreation Bonds shall be dated their date of delivery, shall be in the denomination of five thousand dollars (\$5,000.00) or an integral multiple thereof each, shall bear interest at a rate or rates not to exceed six percent (6.0%) per annum, and the principal of the Parks and Recreation Bonds shall mature in the years set forth below as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2023	\$ 835,000.00	2035	1,210,000.00
2024	1,010,000.00	2036	1,235,000.00
2025	1,020,000.00	2037	1,265,000.00
2026	1,030,000.00	2038	1,300,000.00
2027	1,045,000.00	2039	1,335,000.00
2028	1,060,000.00	2040	1,370,000.00
2029	1,075,000.00	2041	1,405,000.00
2030	1,095,000.00	2042	1,445,000.00
2031	1,115,000.00	2043	1,480,000.00
2032	1,135,000.00	2044	1,525,000.00

2033	1,155,000.00	2045	1,565,000.00
2034	1,180,000.00	2046	1,610,000.00

The principal amount of and the interest on said bonds shall be payable in lawful money of the United States of America at a paying agent bank, which will be designated by the City of Alpharetta prior to the issuance of said bonds. The bonds may be issued in one or more separate deliveries. At or before the time any bonded indebtedness is incurred on account of the bonds to be issued, the Council of the City of Alpharetta will provide for the levy and collection of an annual tax sufficient in amount to pay the principal of and interest on the bonds so issued and sold as the same become due and payable.

The ballots to be used at said election shall have written or printed thereon substantially the following:

☐ YES ☐ NO “Shall General Obligation Bonds in the principal amount of \$29,500,000.00 be issued by the City of Alpharetta, Georgia for the purpose of providing funds to pay, or to be applied or contributed toward, the cost of providing for (1) \$7,500,000.00 for the additional development of the Alpha Loop; (2) \$2,000,000.00 for the Farmhouse Park design and build-out; (3) \$500,000.00 for the Mid-Broadwell Park build-out; (4) \$3,000,000.00 for the Old Rucker Park design and build-out; (5) \$1,000,000.00 for the Turf Webb Bridge large soccer field; (6) \$3,250,000.00 for the Union Hill Park re-development/trailhead; (7) \$1,250,000.00 for the Waters Road Park design and build-out; (8) \$5,000,000.00 for the Wills Park Equestrian renovation build-out; (9) \$6,000,000.00 for the Wills Park master plan projects; and (10) paying the costs and expenses incident to the issuance of the bonds?”

The election shall be at the regular polling places of the City of Alpharetta, Georgia, and the polls will be open from 7:00 A.M. to 7:00 P.M., on the date fixed for the election.

Those residents qualified to vote at the election shall be determined in all respects in accordance with the election laws of the State of Georgia. Those residents who have not previously registered may do so at City Hall, any other Fulton County, Georgia registration office, or any other location and in any other manner authorized by law. Registration for this referendum will close at the close of business on October 4, 2021.

Any brochures, listings or other advertisements issued by the City of Alpharetta or by any other person, firm, corporation or association with the knowledge and consent of the City Council and Mayor of the City of Alpharetta, Georgia shall be deemed to be a statement of intention of the City of Alpharetta concerning the use of the proceeds of the bonds.

This Notice is given pursuant to an Ordinance of the Council of the City of Alpharetta, passed on the 21st and 28th days of June, 2021.

CITY OF ALPHARETTA

By: /s/ Jim Gilvin
Mayor

4224004



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: City Clerk

Submitted By: Erin Cobb

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: ORDINANCE: CALLING THE CITY OF ALPHARETTA GENERAL ELECTION (2ND READING)

AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF THE CITY OF ALPHARETTA GENERAL CITY ELECTION; TO PROVIDE FOR PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES

II. RECOMMENDATION:

Staff is recommending that Council approve an ordinance to call the City of Alpharetta's 2021 General Election, provide publication of the election, establish the candidate qualification period and fees, and establish the voter registration cut-off date.

III. REPORT IN BRIEF:

The Georgia Election Code requires that when a municipality authorizes their County to conduct their election, the municipality shall by Ordinance, authorize such an action. This Ordinance serves to meet that statute requirement and in addition provides the following:

- 1.) Calls the Alpharetta General Election
- 2.) Provides Publication and Notice of the Alpharetta General Election
- 3.) Provides notification of the candidate qualification period and reaffirms the associated fees
- 4.) Provides notice of voter registration deadline for the Alpharetta General Election

IV. ALTERNATIVES:

V. ATTACHMENTS:

ORDINANCE REGULATING_PROVIDING FOR CALLING OF ELECTION - POSTS 1_2_3 - 11-02-2021(4183435.1)

**AN ORDINANCE TO REGULATE AND PROVIDE FOR THE CALLING OF
THE CITY OF ALPHARETTA GENERAL CITY ELECTION; TO PROVIDE FOR
PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE
QUALIFICATION PERIOD; TO REAFFIRM CANDIDATE QUALIFICATION FEES;
TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE;
AND FOR OTHER PURPOSES**

WHEREAS, pursuant to the Charter of the City of Alpharetta and the laws of the State of Georgia, the City of Alpharetta is required to hold a non-partisan general election on the 2nd day of November, 2021, to elect three (3) members of the City Council (Posts 1, 2, and 3) for a full four (4) year term each; and

WHEREAS, by this Ordinance the Council desires to call the election and to provide for a period of candidate qualification and voter registration;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL, AND IT IS HEREBY ORDAINED that a non-partisan general election is hereby called to be held in the City of Alpharetta, Georgia, on the 2nd day of November, 2021, to elect three (3) members of the City Council (Posts 1, 2, and 3) for a full four (4) year term each;

BE IT FURTHER ORDAINED that those residents who have not previously registered shall make application for registration no later than the close of business on October 4, 2021; and

BE IT FURTHER ORDAINED that those residents who wish to qualify as a candidate in the election shall file a notice of candidacy in the Office of the City Clerk no earlier than 8:30 A.M. on August 16, 2021 and no later than 5:00 P.M. on August 18, 2021, and that all candidates for election shall designate, at the time of qualifying, the post for which they are seeking election; and

BE IT FURTHER ORDAINED, as previously published by the City as required by law, the qualification fee for City Council shall be \$450.00; and

BE IT FURTHER ORDAINED that the City Clerk is hereby authorized and directed to publish a notice at least two (2) weeks prior to the opening of the qualifying period and once a week for not less than four (4) weeks immediately preceding the date of the election (and for such other dates as the Clerk or City Attorney may deem appropriate), in the Alpharetta-Roswell Herald, which notice shall contain the information required by applicable law; and

BE IT FURTHER ORDAINED that any and all ordinances or resolutions in conflict with this Ordinance are hereby repealed.

ADOPTED AND APPROVED this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Mitchell

Council Member Burnett

Council Member Richard

Council Member Hipes

Council Member Binder

Council Member Merkel

(SEAL)

Attest:

Erin Cobb, City Clerk
4183435



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Council
Submitted By: Sam Thomas
Sponsored By: CM Merkel & CM Hipes
Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: ORDINANCE: AMENDING CHAPTER 4 (ALCOHOLIC BEVERAGES) OF THE CITY CODE TO ADD A NON-CONFORMING PREMISES PROVISION (2ND READING)
SPONSORED BY: COUNCIL MEMBERS MERKEL & HIPES

II. RECOMMENDATION:

Please approve an ordinance to amend Chapter 4 (Alcoholic Beverages) of the City Code to add a non-conforming premises provision; to provide for an effective date; to repeal conflicting ordinances; and for other purposes.

III. REPORT IN BRIEF:

Please reference the attached ordinance.

IV. ALTERNATIVES:

N/A

V. ATTACHMENTS:

ORDINANCE AMENDING CHAPTER 4 (ALCOHOLIC BEVERAGES) OF CODE - NON-CONFORMING PREMISES (clean)(4220862.1)

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AMEND CHAPTER 4 (ALCOHOLIC BEVERAGES) OF THE CODE OF THE CITY OF ALPHARETTA, GEORGIA; TO ADD A NON-CONFORMING PREMISES PROVISION; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

WHEREAS, Chapter 4 (Alcoholic Beverages) of The Code of the City of Alpharetta, Georgia (the "Code") provides regulations governing the sale of alcoholic beverages within the City; and

WHEREAS, the Mayor and Council of the City of Alpharetta ("City Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Alpharetta; and

WHEREAS, the City Council has determined that it is appropriate from time to time to modify alcoholic regulations to comport with current conditions; and

WHEREAS, the City Council desires to amend Chapter 4 (Alcoholic Beverages) of the Code, specifically Section 4-17, to add a non-conforming premises provision.

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

Section 1. Chapter 4 of the Code is hereby amended by adding a new subsection (f) to Section 4-17 as follows:

"(f) To the extent not otherwise prohibited by O.C.G.A. § 3-3-21 or other state law, the operator of a premises shall not be ineligible to receive, maintain, or renew a license due solely to the premises' noncompliance with the distance requirements set forth in Section 4-17(a) if: (1) a duly licensed licensee engaged in the sale or offer for sale of alcoholic beverages on the premises prior to the establishment of any use or activity described in Section 4-17(a) that would otherwise make the premises ineligible for a license; and (2) after establishment of any use or activity described in Section 4-17(a), the sale or offer for sale of alcoholic beverages on the premises did not cease for a period of six (6) months or more. Notwithstanding the foregoing, nothing contained in this subsection or elsewhere in this Chapter shall be construed or interpreted to affect the status of a license under this Chapter 4 as a mere grant or privilege to carry on the business during the terms of the license subject to all terms and conditions imposed by the city ordinances and state law."

Section 2. It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of

The Code of the City of Alpharetta, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

Section 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

Section 5. This Ordinance shall become effective immediately upon adoption.

ADOPTED this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Approved as to form and
legal sufficiency:

COUNCILMEMBERS

C. Sam Thomas, City Attorney

Jason Binder

Ben Burnett

(SEAL)

John Hipes

Attest:

Dan Merkel

City Clerk

First Reading: _____

Donald Mitchell

Second Reading: _____

Adopted: _____

4220862

Karen Richard



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Public Safety

Submitted By:

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: PUBLIC SAFETY PORTABLE RADIO REPLACEMENT (CAPITAL LEASE)

II. RECOMMENDATION:

Approve acquisition of 200 replacement Motorola APXNext portable radios through Motorola Solutions, Inc. under a lease-purchase agreement with a total cost of \$1,582,043.12 (principal and interest); and adopt the attached Resolution authorizing the Mayor to execute an equipment lease-purchase agreement, and all associated documents, with Motorola Solutions, Inc. for the purposes of financing the APXNext portable radio replacements.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: YES

TOTAL PROJECT COST: \$226,006.16 ANNUAL CAPITAL LEASE
PAYMENT; \$1,565,704.05 CAPITAL LEASE FINANCING.

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
Portable Radio Replacements (21531800-542100-TBD)	\$1,565,704.05
Capital Lease (principal expense; 21531800-581200-PEM00) - starting in 2023	\$226,006.16

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The department's current portable radio (APX6000-AN model) carried by Police, Fire and 911 staff is considered "End of Life" by Motorola, for parts and software support. These radios entered service in early 2015 and are incurring increasing maintenance costs, and sometimes outright replacement, due to their age and condition.

Public Safety Technology Division staff have identified the Motorola APXNext Radio as the replacement for the APX6000. The APXNext has several technology enhancements that will benefit users in the field to include LTE cellular backup to provide over the air programming and firmware updates, geo-location, and supplementing radio tower coverage to reduce "out of range" instances inside of buildings and while outside radio tower coverage areas. New battery technology allows greater capacity in a smaller size and redesigned shoulder mics take advantage of multiple microphones and advancements in noise reduction for clearer communications.

The proposal before you includes one hundred fifty (150) APXNext Radios for Police, Admin, and 911 staff and fifty (50) APXNext XE (eXtreme Environment) Radios for Fire. Extra batteries, charger banks, shoulder mics, antennas, and other accessories and replacement parts are included in the price, as well as a KVL5000 device, which allows advanced encryption keys to be loaded into the radios for our SWAT and undercover units to work with other jurisdictions on their encrypted channels.

The APXNext Radios have bundled subscription services to take advantage of new technology. These services are included in year one, and will renew in years two through seven, except for Accidental Damage, which is included for

three years and will renew at slightly increasing rates in years four through seven.

Subscription Services:

- Accidental Damage coverage (3 Year included in price)
- Smart Programming (Update, patch, and deploy software over the air through LTE)
- Smart Connect (LTE Subscription Service – Motorola handles LTE Carrier contracts)
- Smart Locate (Geo Locating Feature)
- Smart Mapping Radio/PC (Use map on Radio to see other Radios in your vicinity)

Based on our history with the APX6000 Radio, we expect to place these devices in service for seven (7) years or more before replacement. The APXNext was launched in 2020, so we are early in the product cycle. Full accidental damage coverage should mitigate all expensive repairs during the same period.

Funding for this initiative was approved as part of the 2022 budget (911 Fund). A simplified cost structure is below:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Device Cost	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16	\$226,006.16
Service Cost	\$0.00	\$71,200.00	\$71,200.00	\$128,680.00	\$128,680.00	\$138,400.00	\$138,400.00
Total	\$226,006.16	\$297,206.16	\$297,206.16	\$354,686.16	\$354,686.16	\$364,406.16	\$364,406.16

Motorola is providing financing for the base device and accessory cost (\$1,565,704.05), with years one through five at zero interest, and years six and seven at 2.49% interest. The financing cost is \$16,339.07 (total principal and interest cost = \$1,582,043.12).

The base device pricing above also includes a trade in credit of \$50,000 for two hundred (200) of our existing APX6000 Radios.

Motorola is offering an additional incentive of \$20,000 in accessories and training if a signed purchase contract can be completed by July 2, 2021.

Motorola is the sole source provider of radio technology through the North Fulton Regional Radio System Authority.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Motorola Proposal, Resolution, 8038G Form, Lease-Purchase Agreement



ALPHARETTA, CITY OF

04/16/202

Quote Date:04/16/2021

Expiration

Date:07/02/2021

End Customer:

ALPHARETTA, CITY OF

Contract: 19860 - NASPO

Item Number	Description	Quantity
APX™ NEXT		
H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	150
QA00569AP	ADD: 7/800MHZ BAND	150
BD00001AA	ADD: CORE BUNDLE	150
H499KC	ENH: SUBMERSIBLE (DELTA T)	150
H38DA	ADD: SMARTZONE OPERATION	150
Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	150
Q361CD	ADD: P25 9600 BAUD TRUNKING	150
QA09028AA	ADD: VIQI VC RADIO OPERATION	150
QA03399AK	ADD: ENHANCED DATA	150
Q387CB	ADD: MULTICAST VOTING SCAN	150
QA00580BA	ADD: TDMA OPERATION	150
QA09001AM	ADD: WIFI CAPABILITY	150
BD00010AA	ADD: SECURITY BUNDLE	150
QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	150
Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	150
H797DW	ENH: DVP-XL ENCRYPTION AND ADP	150
Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	150
QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA	150
Q698AE	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	150
QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL	150
H637AA	ADD: APX NEXT DMS BUNDLE PROMO	150
H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	150
H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	150
NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	300



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



M

LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	150
LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE- PROMO	150
LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	150
LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO	150
SSV01P01407B	APX NEXT SMART PROG-PROMO	150
SSV01P01406A	APX NEXT SMART CONNECT - PROMO	150
SSV01P01476A	APX NEXT SMART LOCATE-PROMO	150
SSV01P01902A	APX NEXT SMART MAPPING-PROMO	150
SSV01P01685B	SMART LOCATE MAPPING TRIAL	150
NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	150
LSV01S01415A	APX NEXT DMS ADVANCED W ACC DMG	150
APX™ NEXT		
H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	50
QA00569AP	ADD: 7/800MHZ BAND	50
QA01427AK	ALT: APX NEXT XE HOUSING GREEN	50
QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	50
BD00001AA	ADD: CORE BUNDLE	50
H499KC	ENH: SUBMERSIBLE (DELTA T)	50
H38DA	ADD: SMARTZONE OPERATION	50
Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	50
Q361CD	ADD: P25 9600 BAUD TRUNKING	50
QA09028AA	ADD: VIQI VC RADIO OPERATION	50
QA03399AK	ADD: ENHANCED DATA	50
Q387CB	ADD: MULTICAST VOTING SCAN	50
QA00580BA	ADD: TDMA OPERATION	50
QA09001AM	ADD: WIFI CAPABILITY	50
BD00010AA	ADD: SECURITY BUNDLE	50
QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	50
Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	50
H797DW	ENH: DVP-XL ENCRYPTION AND ADP	50
Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	50
QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA	50
Q698AF	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	50
QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL	50
H637AA	ADD: APX NEXT DMS BUNDLE PROMO	50
H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	50

NOTE-1435501



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M

H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	50
NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	100
LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	50
LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO	50
LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	50
LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO	50
SSV01P01407B	APX NEXT SMART PROG-PROMO	50
SSV01P01406A	APX NEXT SMART CONNECT - PROMO	50
SSV01P01476A	APX NEXT SMART LOCATE-PROMO	50
SSV01P01902A	APX NEXT SMART MAPPING-PROMO	50
SSV01P01685B	SMART LOCATE MAPPING TRIAL	50
NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	20
LSV01S01415A	APX NEXT DMS ADVANCED W ACC DMG	50
Standalone Items		
32012144002	ANTENNA ID BAND (YELLOW-PACK OF 10PCS)	2
32012144003	ANTENNA ID BAND (GREEN- PACK OF 10PCS)	4
32012144004	ANTENNA ID BAND (BLUE- PACK OF 10PCS)	15
NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	20
PMMN4132A	ACCESSORY KIT,XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB	60
NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	20
NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	12
PMMN4123A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XV REMOTE SPEAKER MICROPHONE	160
AN000296A01	ANTENNA, STUBBY,STUBBY 65MM (760-870 MHZ)	20
KVL 5000		
T8476B	KVL 5000	1
CA00182AW	ADD: AES ENCRYPTION SOFTWARE	1
CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	1
CA03358AA	ADD: ASTRO 25 MODE	1

NOTE-1435501



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DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER	1
Trade-In		1
Standalone Items		
PMLN7965B	CARRY ACCESSORY-BELT CLIP,3" BELT CLIP	20
PMLN7947A	APX NEXT CLASSIC HOLSTER	20

NOTE-1435501

Trade In -50,000.00

Total \$1,565,704.05
**Early July Order incentive \$20,000 in
additional accessories**

Recurring Services & Subscriptions

Item Number	Description	QTY	Unit Recurring Sale Price	Term	Ext. Sale Price
LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	150	\$0.00	12 MONTHS	\$0.00
LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE- PROMO	150	\$0.00	12 MONTHS	\$0.00
LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	150	\$0.00	12 MONTHS	\$0.00
LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO	150	\$14.95	12 MONTHS	\$26,910.00
SSV01P01407B	APX NEXT SMART PROG-PROMO	150	\$75.00	1 YEAR	\$11,250.00
SSV01P01406A	APX NEXT SMART CONNECT - PROMO	150	\$75.00	1 YEAR	\$11,250.00
SSV01P01476A	APX NEXT SMART LOCATE-PROMO	150	\$75.00	1 YEAR	\$11,250.00
SSV01P01902A	APX NEXT SMART MAPPING-PROMO	150	\$75.00	1 YEAR	\$11,250.00
SSV01P01685B	SMART LOCATE MAPPING TRIAL	150	\$56.00	1 YEAR	\$8,400.00
LSV01S01415A	APX NEXT DMS ADVANCED W ACC DMG	150	\$17.58	YEAR 2-3	\$63,300.00
	YEAR 4 ADVANCE W ACC DMG	150	\$23.95	YEAR 4	\$43,110.00
	YEAR 5 ADVANCE W ACC DMG	150	\$23.95	YEAR 5	\$43,110.00
LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC-PROMO	50	\$0.00	12 MONTHS	\$0.00
LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE- PROMO	50	\$0.00	12 MONTHS	\$0.00
LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY-PROMO	50	\$0.00	12 MONTHS	\$0.00
LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO	50	\$14.95	12 MONTHS	\$8,970.00
SSV01P01407B	APX NEXT SMART PROG-PROMO	50	\$75.00	1 YEAR	\$3,750.00
SSV01P01406A	APX NEXT SMART CONNECT - PROMO	50	\$75.00	1 YEAR	\$3,750.00
SSV01P01476A	APX NEXT SMART LOCATE-PROMO	50	\$75.00	1 YEAR	\$3,750.00
SSV01P01902A	APX NEXT SMART MAPPING-PROMO	50	\$75.00	1 YEAR	\$3,750.00
SSV01P01685B	SMART LOCATE MAPPING TRIAL	50	\$56.00	1 YEAR	\$2,800.00

Motorola (the
exists between

Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

LSV01S01415A	APX NEXT DMS ADVANCED W ACC DMG	50	\$17.58	YEAR 2-3	\$21,100.00
	YEAR 4 ADVANCE W ACC DMG	50	\$23.95	YEAR 4	\$14,370.00
	YEAR 5 ADVANCE W ACC DMG	50	\$23.95	YEAR 5	\$14,370.00

E-1435501

Smart Programming, Smart Connect, Smart Locate and Smart mapping are all included for year one. Individually they have a cost of \$75/year after year one. Smart Features are \$144/each/year (when ordering 1-3) and \$75/each/year when ordering in a bundled of 4 or more.

Included in the proposal is 3 years of Accidental DMS. Additionally, pricing has been provided for years 4-5.

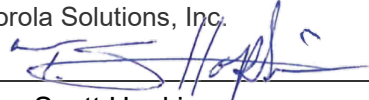


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola's quote (Quote Number:435501 Dated:4/16/21) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software(collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By:  _____

Name: Scott Hopkins

Title: Territory Vice President

Date: June 11, 2021

Customer

By: _____

Name: _____

Title: _____

Date: _____



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartLocate



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The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.



DEVICE MANAGEMENT SERVICES STATEMENT OF WORK

This Statement of Work (SOW) is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

Device Management Services (DMS) is a tiered offering that maximizes the efficiency of maintaining the customer's device fleet while ensuring they stay up-to-date and fully operational in the field while continually providing the best experience as technology improves.

Essential services provide basic hardware and software support.



DEVICE MANAGEMENT SERVICES

Hardware Repair - Standard (Essential)

Hardware Repair - Standard provides Essential, DMS customers with repair services at a Motorola Solutions-operated or supervised facility that employs the same test equipment and original Motorola Solutions components used in the manufacture of the device. With the Services, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments, and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice and as covered by the Software Maintenance Agreement.

Scope of Products Included

Essential Services and associated options are currently available for specific versions of many Motorola Solutions' devices. Check with your Motorola Solutions representative if you have a question about the eligibility of your device.

Motorola Solutions Responsibilities

- **Repair:** Motorola Solutions will provide repair or replacement of a device, at its option, with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Repair may include the replacement of parts or boards with new parts or boards, or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a replacement device. All replaced parts, boards, or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit to and from the Customer site. Business days do not include US holidays or weekends.
- **Shipping:** Motorola Solutions will provide two-way shipping when a supported Motorola Solutions electronic system such as Motorola Online (MOL) or MyView Portal is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- **Serial Numbers:** If the Essential Service is purchased on the same order with the device(s), the hardware serial number(s) are automatically captured and included in the Agreement. For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- **Initiating Repair:** When initiating a repair via a supported Motorola Solutions electronic system, the Customer must label each package correctly with the shipping label and Return Material Authorization (RMA) number generated by the electronic system. When initiating a repair via paper Return Material Form (RMF), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- **Removing Customer Data:** Essential Customers are solely responsible for removing any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.



Limitations and Restrictions

- **General:** Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:
- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft, and floods, that would cause internal or external component damage or destruction.
- Repair of problems caused by third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- **Repairs Outside Scope:** Where a device is submitted for a repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions' standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.
- **Software:** Software support for unauthorized modifications or other misuse of the device software is not covered.
- **Exceptions:** Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If the Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

Device Technical Support (Essential)

Device Technical Support covers the device and associated accessories.

Motorola Solutions Responsibilities

- Assess the nature of the problem.
- Assist and perform problem determination.



- Work to achieve problem resolution.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.

Exclusions

- Device support does not include Land Mobile Radio (LMR) network, WiFi, and LTE network troubleshooting.

Software Maintenance (Essential)

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize the chances of software defects escaping to the field.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

RadioCentral Access (Essential)

RadioCentral provides radio provisioning and programming capability with the convenience and security provided by cloud hosting. Device information will be loaded into the Motorola Solutions- hosted database directly from the factory, and the Customer can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up from anywhere with an Internet connection and pushed out through WiFi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

RadioCentral for Essential customers is based on programming one device at a time, where Advanced and Premier customers can take advantage of RadioCentral's batching capabilities for more efficient programming and ease of fleet management.



Motorola Solutions Responsibilities

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to WiFi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.
- Notify the Customer via Remedy of any scheduled maintenance or other planned outages and through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third party identity management system.

Customer Responsibilities

- Provide contact information (including email addresses) for the RadioCentral administrator.
- Provide contact information (including email addresses) for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a WiFi network with Internet access for device programming.

The following items are required for Essential customers, customers:

- Provide and maintain the required computer(s) for the RadioCentral client software. Computer requirements can be found in the README file of the RadioCentral client install package.
- Maintain the RadioCentral client software on a supported version.
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program subscribers using RadioCentral as needed Exclusions
- RadioCentral programming is limited to LTE and WiFi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

RadioCentral Tech Support (Essential,)**Motorola Solutions Responsibilities**

- Monitor the status of the RadioCentral cloud platform.
- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to RadioCentral. Customer Data may be accessed by Motorola Solution employees residing outside of the Customer's country for the sole purpose of providing such support.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.



- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve customer issues.

Exclusions

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy.
- Motorola Solutions Tech Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

MyView Portal Access (Essential)

MyView Portal (Essential) is the single location to track the status of subscriptions and service contracts, including start and end dates. MyView displays the serial number, configuration and firmware versions of all the APX NEXT devices in the Customer's fleet. This portal includes order, RMA, and tech support ticket status, as well as a consolidated download site for software and documentation.

Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8am to 5pm CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



OPTIONAL SERVICES

Hardware Repair - Accidental Damage (Essential)

Accidental Damage coverage is an optional service for Essential and Advanced customers and is included as a standard feature in the Premier DMS offer. Accidental Damage coverage must be

purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device. Accidental Damage coverage includes all services within the Standard Hardware Repair plus coverage for Accidental Damage. Examples of items included under Accidental Damage Coverage include:

- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

Repair or Replacement

Motorola Solutions will provide repair or replacement, at its option, with a turnaround time of three business days, provided the devices are delivered to the repair center by 9:00 a.m. (local repair center time). Repair may include the replacement of parts or boards with new parts or boards or, at Motorola Solutions' option, with functionally equivalent, reconditioned parts, boards, or with a replacement device. All replaced parts, boards, or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit. Business days do not include US holidays or weekends.

Limitations and Restrictions

The Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft, and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third-party software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work including, but not limited to, administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Performance of any file backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Software Release updates.



- There is a limit of one device repair per device/per contract year with Accidental Damage coverage.
 - Where ongoing "accidental damage" is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.
- Customer and Motorola Solutions responsibilities are the same as in Hardware Repair - Standard.

Device Management Training (Essential)

Device Management Training provides detailed instruction for radio technicians on how to use the RadioCentral programming tool and how to manage a fleet of devices and administer access to RadioCentral through MyView portal. Upon completing the training, participants will be able to provision and program their APX NEXT radio fleet with confidence. Training includes access to an online overview course, as well as a two-day instructor led workshop.

Based on purchased option, the instructor-led workshop can be delivered in three different ways:

- Virtually via web conferencing (1 seat).
- In person at a Motorola Solutions facility (1 seat).
- In person at the Customer's site (up to 12 seats).

Motorola Solutions Responsibilities

- Provide access to the online training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.
- Cover expenses for instructor to travel to customer's site (if purchasing option for training at a customer's site). Motorola Solutions requires a minimum 30 day scheduling lead time for all customer on-site training. Customer site visits will be scheduled based on Motorola Solutions instructor availability.

Customer Responsibilities

- Provide PC and Internet connection to take the online training class.
- Cover expenses for students to travel to a Motorola Solutions facility (if purchasing option for training at a Motorola Solutions facility).

SmartInsight (Essential)

For system and radio managers who want to ensure optimal performance for their APX NEXT fleet, SmartInsight is an advanced data analytics application that provides accurate historical and predictive insights to enable timely corrective and preventive actions for radio management.

Customers may subscribe to one or more of the available SmartInsight dashboards:

- Device Diagnostics.
- Device Usage Trends.
- Battery Management.

Motorola Solutions Responsibilities

- Provide an LTE SIM on the supported network per covered device.
 - Activate and maintain the LTE SIM account.
 - Provide technical support, security control, and service improvements related to SmartInsight.
- Customer Data may be accessed by Motorola Solution employees residing outside of the

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- Customer's country for the sole purpose of providing such support.
- Maintain, update and monitor the SmartInsight cloud platform.
- Collect data from the device via the supported LTE network or WiFi (if WiFi is enabled on the device) and store in the cloud platform.
- Continually analyze data and provide access to resulting insights through dashboards on MyView Portal.
- Provide authorized administrator capability to provision users and control access to dashboards in MyView Portal via a third-party identity management system.

Customer Responsibilities

- Order and maintain the SmartInsight subscription for each device.
- Maintain the device in good working order on a supported firmware release.
- Use a supported web browser to access SmartInsight dashboards.
- Notify Motorola Solutions at least 30 days prior to cancelling any SmartInsight subscription.

DMS SERVICE LEVEL AGREEMENT

- Outside of pre-announced maintenance periods, RadioCentral will be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.
- Outside of pre-announced maintenance periods, MyView will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.
- Outside of pre-announced maintenance periods, SmartInsight will be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.
- For Device and RadioCentral Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.
- For RadioCentral and SmartInsight cloud-based elements, the following severity level definitions and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Response Time	Technical Response Time
1. Severity 1 Major Fault		
Total Service Outage		
Product or Software defect which gives rise to: - Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. - Functional failures affecting more than 50% of devices.	1 hour	24/7
2. Severity 2 Intermediate Fault		
Partial Service Outage		
Product or Software defect which gives rise to: - Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. - Functional failures affecting more than 15% of devices.	4 hours	24/7

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Description	Initial Response Time Technical Response Time
3. Severity 3 Minor Fault Minor Service Impacting	
Product or Software defect which gives rise to: - Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. - Functional failures affecting LESS than 15% of devices.	24 hours 8 x 5 business hours
4. Severity 4 Minor Fault Non-Service Impacting	
Items include: - Documentation questions. - General informational questions. - Other Investigations not marked as Severity Level 1, 2, or 3.	7 business days
<i>For issues deemed to be of Severity 1-3 in nature, the Customer will need to ensure contact is made with Motorola personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Severity 3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).</i>	



SMARTPROGRAMMING APPLICATION SERVICE STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the Services Agreement ("Agreement") or other signed agreement between Motorola Solutions (Motorola) and the Customer and is subject to the terms and conditions set forth in the Agreement.

DESCRIPTION OF SERVICE

SmartProgramming ties a device to the cloud-hosted RadioCentral database through the supported LTE network. After a provisioning, programming, or update job has been scheduled using RadioCentral client, the LTE network will be leveraged for the following series of communications between the device and the RadioCentral server:

- On power down, devices will poll the RadioCentral server for any pending jobs.
- The device will download and store any new firmware and/or configurations from the RadioCentral server.
- The device will notify the RadioCentral server that the download is complete, and give the device user the option to install the updates.
- The device will report back to the RadioCentral server when the update is complete. In the event of a failure, the device will report the failure and cause back to the server.

Motorola Solutions Responsibilities

- Provide an LTE SIM on the supported network per covered device.
- Activate and maintain the LTE SIM account.
- Provide technical support related to SmartProgramming.
- Provide device access to the RadioCentral cloud-hosted server via the supported LTE network.
- Display SmartProgramming subscription status per device (including start and end dates) on MyView Portal (MVP).
- Provide device software updates for SmartProgramming per Device Managed Services (DMS) Software Maintenance.

Customer Responsibilities

- Order and maintain the SmartProgramming subscription for each device.
- Order and maintain a minimum-tiered DMS Essential subscription for each device.
- Maintain the device in good working order on a supported firmware release.
- Install a supported version of the RadioCentral programming client.
- Ensure the device is powered up and in a supported LTE network coverage area for the duration of all SmartProgramming jobs.
- Notify Motorola Solutions at least 30 days prior to cancelling any SmartProgramming subscription.

EXCLUSIONS AND SERVICE LEVEL AGREEMENTS

Exclusions

- SmartProgramming does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.
- Technical support of the SmartProgramming application service is limited to connecting the device to the RadioCentral cloud-hosted servers. It does not include programming help, assistance with the RadioCentral client software, or troubleshooting the LMR or LTE networks.



Best effort support will be offered on a case-by-case basis to determine the status of the LTE network.

Service Level Agreement

- Outside of pre-announced maintenance periods, Motorola Solutions will provide SmartProgramming on a best effort 24/7 basis. LTE network and cloud performance may reduce availability.
- SmartProgramming Technical Support will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, the Customer may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf



SMARTLOCATE APPLICATION SERVICE STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the Services Agreement or other signed agreement between Motorola Solutions and the Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Description of Service

SmartLocate enables a device to send GPS location information to the CommandCentral cloud platform via a broadband network while simultaneously operating on LMR.

To take advantage of the SmartLocate application service, the Customer must also subscribe to one or more mapping client applications such as CommandCentral Aware or SmartLocate.

Motorola Solutions Responsibilities

- Provide an LTE SIM on the supported network per covered device.
- Activate and maintain the LTE SIM account.
- Provide authorized administrator access to provision devices in the CommandCentral cloud platform via a third party identity management system.
- Provide technical support, security control and service improvements related to SmartLocate. Customer Data may be accessed by Motorola Solution employees residing outside of the Customer's country for the sole purpose of providing such support.
- Provide device access to the CommandCentral cloud platform via the supported LTE network.
- Display SmartLocate subscription status per device (including start and end dates) on MyView Portal (MVP).
- Provide device software updates for SmartLocate per Device Managed Services (DMS) Software Maintenance.

Customer Responsibilities

- Order and maintain the SmartLocate subscription for each device.
- Order and maintain one or more mapping client application subscriptions in order to view SmartLocate data.
- Maintain the device in good working order on a supported firmware release.
- Use the correct version of web browser to access CommandCentral administrative interface.
- Perform ongoing provisioning of devices for SmartLocate in the CommandCentral cloud platform.
- Ensure the device is powered up and in a supported LTE network coverage area while using SmartLocate.
- Notify Motorola Solutions at least 30 days prior to cancelling any SmartLocate subscription.

Exclusions and Service Level Agreements

Exclusions

- SmartLocate does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.
- SmartLocate does not include the cost of device WiFi licenses, enablement or configuration.
- SmartLocate does not include the cost of mapping client subscriptions, enablement or configuration.
- Technical support of the SmartLocate application service is limited to connecting the device to the CommandCentral cloud-hosted servers. It does not include programming help or troubleshooting the LMR or LTE networks. Best effort support will be offered on a case-by-case basis to determine the status of the LTE network.

Service Level Agreement

- Outside of pre-announced maintenance periods, Motorola Solutions will provide SmartLocate on a best effort 24/7 basis. LTE network and cloud performance may reduce availability.



- SmartLocate Technical Support will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.

References

CommandCentral Documentation: https://www.motorolasolutions.com/en_us/products/command-center-software.html



SMARTCONNECT APPLICATION SERVICE STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the Services Agreement or other signed agreement between Motorola Solutions and the Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

DESCRIPTION OF SERVICE

SmartConnect ties a configured device to an enabled LMR network through a supported broadband network and cloud hosted gateway. To take advantage of the SmartConnect application service, the Customer must have a SmartConnect-capable ASTRO 7.17 or higher LMR network. Some tiers of the APX platform must also have WiFi capability enabled and configured in the device. The work to upgrade and configure the infrastructure and license and configure WiFi to enable the SmartConnect functionality is outside the scope of this offer and document.

Motorola Solutions Responsibilities

- Provide an LTE SIM on the supported network per covered device (APX NEXT devices only).
- Activate and maintain the LTE SIM account (APX NEXT devices only).
- Provide authorized administrator access to provision devices in the cloud gateway via a third-party identity management system.
- Maintain, update and monitor the SmartConnect cloud platform.
- Provide technical support, security control and service improvements related to SmartConnect. Customer Data may be accessed by Motorola Solution employees residing outside of the Customer's country for the sole purpose of providing such support.
- Provide device access to the SmartConnect cloud-hosted gateway via the supported broadband network.
- Display SmartConnect subscription status per device (including start and end dates) on MyView Portal (MVP).
- Provide device software updates for SmartConnect per Device Managed Services (DMS) Software Maintenance.

Customer Responsibilities

- Upgrade the LMR system to a supported ASTRO 25 release and enable SmartConnect.
- Order, enable and configure Wi-Fi capabilities on supported devices if applicable.
- Order and maintain the SmartConnect subscription for each device intended for use with the service.
- Maintain the device in good working order on a supported firmware release.
- Work with Motorola Solutions to initially provision device information in the cloud gateway.
- Ensure the device is powered up and in a supported broadband network coverage area while using SmartConnect.
- Notify Motorola Solutions at least 30 days prior to cancelling any SmartConnect subscription.

EXCLUSIONS AND SERVICE LEVEL AGREEMENTS

Exclusions

- SmartConnect does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.



- The SmartConnect offer does not include the cost of the APX WiFi licenses, enablement, or configuration.
- Infrastructure configuration changes including software, security and anti-virus patches associated with SmartConnect, and network connectivity to the cloud gateway are not covered by the SmartConnect application service.
- Technical support of the SmartConnect application service is limited to connecting the device to the SmartConnect cloud-hosted servers and verifying the status of the cloud-hosted gateway. It does not include programming help, or troubleshooting the LMR or broadband networks. Best effort support will be offered on a case-by-case basis to determine the status of the LTE network.

Service Level Agreement

- Outside of pre-announced maintenance periods, Motorola will provide SmartConnect on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.
- For cloud-based elements, the following severity level definitions and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Response Time	Technical Response Time
1 - Severity 1 Major Fault		
Total Service Outage		
Product or Software defect which gives rise to:	1 hour	
▪ Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. ▪ Functional failures affecting more than 50% of devices.	24/7	
2- Severity 2 Intermediate Fault		
Partial service Outage		
Product or Software defect which gives rise to:	4 hours	
▪ Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 15% of devices.	24/7	
3 - Severity 3 Minor Fault		
Minor Service Impacting		
Product or Software defect which gives rise to:	24 hours	
▪ Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting LESS than 15% of devices.	8 x 5 business hours	



Description	Initial Response Time	Technical
4 -Severity 4 Minor Fault Non-Service Impacting		
Items include: ▪ Documentation questions. ▪ General informational questions. ▪ Other Investigations not marked as Severity Level 1, 2, or 3.	7 business days	
For issues deemed to be of Severity 1-3 in nature, the Customer will need to ensure contact is made with Motorola personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Severity 3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God,including earthquakes and floods).		

For all other issues, Motorola Solutions will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf



SMARTMAPPING APPLICATION SERVICE STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the Services Agreement or other signed agreement between Motorola Solutions and the Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Description of Service

SmartMapping provides instant situational awareness and enhanced coordination to field users through a mapping application on the radio.

Motorola Solutions Responsibilities

- Provide an LTE SIM on the supported network per covered device.
- Activate and maintain the LTE SIM account.
- Provide authorized administrator access to provision devices in the CommandCentral cloud platform via a third-party identity management system.
- Provide technical support, security control, and service improvements related to SmartMapping. Customer Data may be accessed by Motorola Solution employees residing outside of the Customer's country for the sole purpose of providing such support.
- Provide authorized device access to location data stored in the CommandCentral cloud platform via the supported LTE network or WiFi (if WiFi is enabled on the device) and a third-party identity management system.
- Display SmartMapping subscription status per device (including start and end dates) on MyView Portal (MVP).
- Provide device software updates for SmartMapping per Device Managed Services (DMS) Software Maintenance.

Customer Responsibilities

- Order and maintain the SmartMapping subscription for each device.
- Maintain the device in good working order on a supported firmware release.
- Enable SmartMapping on the device using a supported programming tool.
- Use a supported web browser to access CommandCentral administrative interface.
- Perform ongoing provisioning of devices for SmartMapping in the CommandCentral cloud platform.
- Ensure devices are provisioned for SmartMapping according to performance criteria recommended in product manuals.
- Ensure CommandCentral cloud platform is populated with location data wished to be displayed through SmartMapping. Location data is populated through separate Motorola Solution services such as SmartLocate or CommandCentral Aware.
- Ensure the device is powered up and in a supported LTE or WiFi network coverage area while using SmartMapping.
- Notify Motorola Solutions at least 30 days prior to cancelling any SmartMapping subscription.

Exclusions and Service Level Agreements

Exclusions

- SmartMapping subscription does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.
- SmartMapping subscription does not include the cost of device WiFi licenses, enablement or configuration.
- SmartMapping subscription does not include any services associated with populating location data in the CommandCentral cloud platform.



- Technical support of the SmartMapping application service is limited to connecting the device to the CommandCentral cloud-hosted servers. It does not include programming help or troubleshooting the LTE or WiFi networks. Best effort support will be offered on a case-by-case basis to determine the status of the LTE network.

Service Level Agreement

- Outside of pre-announced maintenance periods, Motorola Solutions will provide SmartMapping on a best effort 24/7 basis. LTE network and cloud performance may reduce availability.
- SmartMapping Technical Support will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.



Subscription Software Addendum

APXNext Radios

This Subscription Software Agreement (the “**Subscription Software Agreement**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the City of Alpharetta, Georgia (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This Subscription Software Agreement, Motorola’s Quote and FirstNet AT&T Service Terms Addendum govern Customer’s purchase of APXNext Radios with cloud-based software as service products and other software which is licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) and related services, which may be recurring or one-time (“**Services**”) provided by Motorola. These radios are purchased off the NASPO Georgia State Contract, incorporated by reference and subject to these Addenda. Subscription Software and Services are collectively referred to herein as the “**Software and Services**”. Additional terms and conditions applicable to specific Software and Services are set forth in one or more addenda attached to this Subscription Software Agreement (each an “**Addendum**”, and collectively the “**Addenda**”). This Subscription Software Agreement, Motorola’s Quote, the Addendum and the NASPO Georgia State Contract collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in this Subscription Software Agreement, but only as applicable to the Software and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in this Subscription Software Agreement or any Addenda, but only as applicable to the Software and Services described on such Ordering Document.

2. Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. Motorola may modify the Subscription Software, recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software or Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper

use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Software and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Software and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.6. Documentation. Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Software and Services.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Software and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Software and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Support of Downloaded Clients. If Customer purchases any Subscription Software that requires a client installed locally on Customer-Provided Equipment, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any Subscription Software will support prior versions of a client.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Software and Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a **"Prohibited Jurisdiction"**), and Customer will not provide access to the Software and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3. Term and Termination.

3.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any recurring Services ordered under this Subscription Software Agreement (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the **"Initial Subscription Period"**). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a **"Renewal Subscription Year"**), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a **"Subscription Term"**.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this Subscription Software Agreement during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or Service, and continue until the conclusion of Customer's then-current Subscription Term (a **"Partial Subscription Year"**), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

3.2. Term. The term of this Subscription Software Agreement (**"Term"**) will commence on the Effective Date and continue until the expiration or termination of all Subscription Terms under

this Subscription Software Agreement, unless this Subscription Software Agreement is earlier terminated in accordance with the terms herein.

3.3. Termination.

3.3.1. For Default. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Notwithstanding the foregoing, Motorola may terminate the Agreement (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 10.3 – Subscription Software License, Section 10.4 – End User Licenses, or Section 10.5 – Customer Restrictions** of this Subscription Software Agreement, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

3.3.2. Addenda; Ordering Documents. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3.3. Wind Down of Subscription Software. Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

3.4. Suspension of Services. Motorola may terminate or suspend any Software and Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Software is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Subscription Software Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will stop use of any Subscription Software and return or destroy (at Motorola's option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Software and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees; Payment. Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the Equipment Lease Purchase Agreement No. 25106 executed between the Parties or during a Subscription Term. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. Fees may be changed by Motorola at any time, except that Motorola will not change the applicable Fees during a Subscription Term.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer’s usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice net thirty (30) days.

5. Customer-Provided Equipment; Non-Motorola Content.

5.1. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Software and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.2. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Software and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Software and Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Software and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Software and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Software and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to

Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Software and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Software and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Software and Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Software and Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.1 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, SOFTWARE AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed Subscription Software (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.1 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.1.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer a pro-rated refund of any amounts pre-paid for the Infringing Product.

7.1.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that

arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Subscription Software or Services with any products or materials not provided by Motorola; (c) any Subscription Software or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Subscription Software or Services by a party other than Motorola; (e) use of the Subscription Software or Services in a manner for which the Subscription Software or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Subscription Software or Services that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

- 7.1.3. This **Section 7.1 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.2. Disclaimer. Motorola and its subcontractors, subsidiaries and other affiliates disclaim any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Software and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Subscription Software or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This disclaimer will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD

PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SUBSCRIPTION SOFTWARE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF SUBSCRIPTION SOFTWARE OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SUBSCRIPTION SOFTWARE AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Software and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. Subject to Georgia law, “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Software and Services, and Documentation, as well as any other information relating to the Software and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties.

In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 – Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights and Subscription Software License; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer's use of the Software and Services or

by Motorola's support of the Software and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Software and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Software or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Subscription Software or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Software and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Services or other Motorola Materials, or permit any third party to do so.

10.3. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software

remotely from any location. No custom development work will be performed under this Agreement.

10.4. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

10.5. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others, including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, software used to provide the Subscription Software, or Documentation for or to any third party; take any action that would cause the Subscription Software or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

10.6. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.7 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.7.3 – Sub-processors**.

10.7. Processing Customer Data.

10.7.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.7.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Software and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.7.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.8. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this Subscription Software Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 14.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.9. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.10. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Software and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the

data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this Subscription Software Agreement. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Software and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.11. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.12. Improvements; Software and Services. The Parties agree that, notwithstanding any provision of this Subscription Software Agreement or the Agreement to the contrary, all fixes, modifications and improvements to the services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

12. Force Majeure; Delays Caused by Customer.

12.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

12.2. Delays Caused by Customer. Motorola's performance of the Software and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 12.2 – Delays Caused by Customer**, (a)

Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

13. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

13.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Georgia, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Software and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 13.2 – Negotiation; Mediation** will take place in Chicago, Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 13.3 – Litigation, Venue, Jurisdiction** below.

13.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Fulton County, Georgia. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

14. General.

14.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Software and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Software and Services. Motorola may, at its discretion, cease providing or otherwise modify Software and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

14.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Software, which may also include access by Motorola to Customer Data and

Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to the Subscription Software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

14.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

14.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

14.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

14.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

14.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Subscription Software will be a direct and intended third-party beneficiary of this Agreement.

14.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

14.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

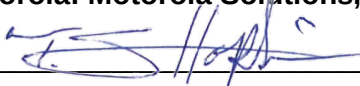
14.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.5 – Customer Obligations; Section 3 – Term and Termination; Section 4 – Payment and Invoicing; Section 6.2 – Warranty Disclaimer; Section 7.2 – Disclaimer; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights and Subscription Software License; Data; Feedback; Section 12 – Force Majeure; Delays Caused by Customer; Section 13 – Disputes; and Section 14 – General.**

14.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this Subscription Software Agreement as of the Effective Date.

Motorola: Motorola Solutions, Inc.

City of Alpharetta

By:  _____

By: _____

Name: Scott Hopkins

Name: _____

Title: Territory Vice President

Title: _____

Date: June 11, 2021

Date: _____

Subscription Services Addendum

Verizon Service Terms - APXNext

For purposes of this Addendum, "Service" means wireless services provided directly or indirectly by Verizon which may include but is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined in the 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

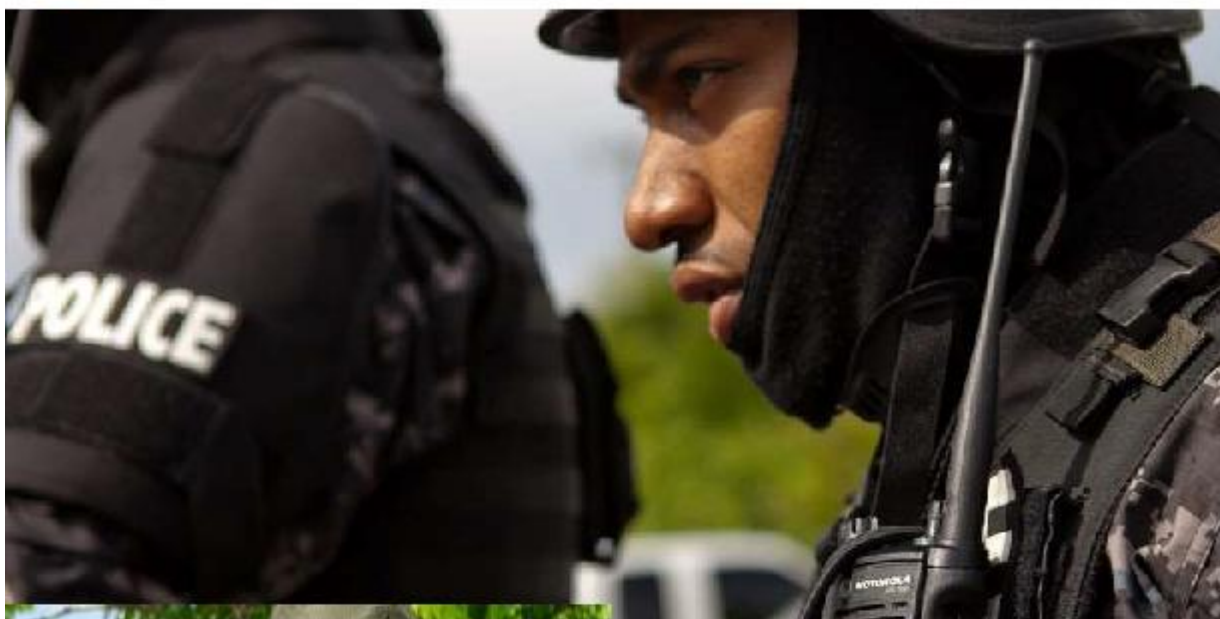
WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.



ALPHARETTA, CITY OF

04/16/202

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CITY OF ALPHARETTA
CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Council of the City of Alpharetta, Georgia (also hereinafter referred to as the "Governing Body" or "Lessee") the Governing Body of the Lessee (as defined in the Lease 25106) held June 28, 2021 the following Resolution was introduced and adopted:

BE IT RESOLVED by the Governing Board of the Lessee as follows:

1. Determination of Need. The Governing Body of the Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Alpharetta (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing Body of the Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

SO RESOLVED this _____ day of _____, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE -
CITY OF ALPHARETTA
CERTIFIED LESSEE RESOLUTION]

COUNCILMEMBERS

Donald Mitchell, Mayor Pro Tem

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Karen Richard

(SEAL)

Attest:

Approved as to form and
legal sufficiency:

City Clerk

C. Sam Thomas, City Attorney

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

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

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

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

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

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

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

Part VI Miscellaneous

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

Signature and Consent

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

Signature of issuer's authorized representative _____	Date _____	Type or print name and title _____
---	------------	------------------------------------

Paid Preparer Use Only

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



6/1/21

City of Alpharetta
2 Park Plaza
Alpharetta GA 30009

RE: Municipal Lease # 25106

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25106 are valid for contracts that are executed and returned to Motorola on or before July 15, 2021. After **7/15/21**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531

Thank You,

Bill Stancik
MOTOROLA SOLUTIONS CREDIT COMPANY LLC

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address City of Alpharetta
2 Park Plaza, Alpharetta GA 30009

E-mail Address: smitchell@alpharetta.ga.us

Attention: Shawn Mitchell, Budget & Procurement Manager

Phone: 678-297-6016

2. Lessee County Location: Fulton County

3. Federal Tax I.D. Number 58-6011454

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions”
that may assist in determining the applicable cost center or department:

5. Equipment description that you would like to appear on your
invoicing: APXNext Portable Radios

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Jonathan Hickel, MPO
Mailing Address 2565 Old Milton Parkway, Alpharetta GA 30009

Phone: 678-297-6339

Fax: 678-297-6349

7. Payment remit to address: **Motorola Solutions, Inc.**
 P.O. Box 71132
 Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25106

LESSEE:

City of Alpharetta
2 Park Plaza
Alpharetta GA 30009

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. The Initial Term of this Lease begins as of the Commencement Date identified by Lessor in the Schedule A attached hereto, relating to such Lease, in accordance with applicable provisions of Georgia law, the Initial Term expires absolutely and without further obligation on the part of Lessee at midnight on the last day of the calendar year in which this Lease was executed, subject to Lessee's option to extend the term of this Lease for up to the number of consecutive one-year renewal terms (each of such terms, a "Renewal Term," and collectively, "Renewal Terms") to pay the Lease Payments due hereunder. Each Renewal Term under this Lease shall also terminate absolutely and without further obligation on the part of Lessee at midnight on the last day of each succeeding calendar year that is a Renewal Term, unless this Lease has been renewed as set forth herein. Lessee's annual option to extend the term of this Lease shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriates, specifically with respect to this Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Lease Payments and all additional amounts for which Lessee is or may become responsible under this Lease for the next succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of a public hearing, if necessary, and compliance with the procedures required by applicable law, shall extend the term of this Lease with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of this Lease. The terms and conditions of any Renewal Term of this Lease shall be the same as the terms and conditions during the Initial Term of this Lease, except that the Lease Payments shall be as provided in Schedule B.

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee currently intends, subject to Section 5, to continue the term of this Lease through the Initial Term and all Renewal Terms and to pay the Lease Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the Initial Term and all Renewal Terms of this Lease can be obtained. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend this Lease for any Renewal Term is within the discretion of the governing body of the Lessee.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so

respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Initial Term and each Renewal Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) During the term of this Lease, title to the Equipment shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (i) the day after the last scheduled Rental Payment under such Lease is paid in full or (ii) the day after the Lessee exercises the prepayment option under the lease and such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

(c) All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Initial Term and each Renewal Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Initial Term and each Renewal Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be

carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Initial Term and each Renewal Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv)

exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. (a) Lessee hereby agrees to complete, execute and deliver to Lessor with respect to this Lease a Certificate of Compliance with Georgia Law (in substantially the form attached hereto).

(b) Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

If Lessee is a county or municipality under the laws of the State of Georgia, (a) the sum of (i) the aggregate principal component of Lease Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia (which was outstanding in the aggregate principal amount of \$_____ on _____) does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached; or if Lessee is a county, independent or area school system under the laws of the State of Georgia, (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; and (b) the Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any

provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of July, 2021.

LESSEE:

City of Alpharetta

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Printed Name: Jim Gilvin

Title: Treasurer

Title: Mayor

CERTIFICATE OF INCUMBENCY

I, Erin Cobb do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Alpharetta , an entity duly organized and existing under the laws of the **State of Georgia** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25106**, between City of Alpharetta and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Alpharetta, hereto this ____ day of July, 2021.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25106 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Alpharetta

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25106
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25106** ("Lease"), between Lessor and City of Alpharetta, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

INITIAL TERM: 84 MONTHS

COMMENCEMENT DATE: JULY 15, 2021

First Payment Due Date: July 15, 2022

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25106** to that Equipment Lease Purchase Agreement number **25106** will be maintained by the City of Alpharetta as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

State National Insurance Company

Name of insurance provider

5550 Triangle Parkway #370

Address of insurance provider

Norcross GA 30092

City, State and Zip Code

678-317-2489

Phone number of local insurance provider

Bob@SavillePublicEntity.com

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25106** , City of Alpharetta , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25106 to that Equipment Lease Purchase Agreement number 25106. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25106 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
APXNext portable radios for first responders.
2. Why is the equipment essential to the operation of **City of Alpharetta?**
Critical component of first responder capabilities.
3. Does the equipment replace existing equipment?
Yes
If so, why is the replacement being made?
Existing radios considered "end of life" by Motorola.
4. Is there a specific cost justification for the new equipment?
Governmental pricing.
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?
911 Telecommunication fees.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25106

Lease Schedule A No. : 25106

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25106. See Schedule A for a detailed Equipment List.

LESSEE: City of Alpharetta
By: _____ (Jim Gilvin, Mayor)

Date: _____

City of Alpharetta (Schedule B)						
Compound Period:			Annual			
Nominal Annual Rate:			0.000%	first five years		
Nominal Annual Rate:			2.490%	remaining term		
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	7/15/2021	\$ 1,565,704.05	1		
2	Lease Payment	7/15/2022	\$ 226,006.16	5	Annual	7/15/2026
3	Rate Change	7/15/2026	Rate: 2.490 %	Compounding:	Annual	
4	Lease Payment	7/15/2027	\$ 226,006.16	2	Annual	7/15/2028
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	7/15/2021				\$ 1,565,704.05	
1	7/15/2022	\$ 226,006.16	\$ -	\$ 226,006.16	\$ 1,339,697.89	
2	7/15/2023	\$ 226,006.16	\$ -	\$ 226,006.16	\$ 1,113,691.73	
3	7/15/2024	\$ 226,006.16	\$ -	\$ 226,006.16	\$ 887,685.57	
4	7/15/2025	\$ 226,006.16	\$ -	\$ 226,006.16	\$ 661,679.41	
5	7/15/2026	\$ 226,006.16	\$ -	\$ 226,006.16	\$ 435,673.25	
	7/15/2026	Rate: 2.49%		Compounding:	Annual	
6	7/15/2027	\$ 226,006.16	\$ 10,848.26	\$ 215,157.90	\$ 220,515.35	
7	7/15/2028	\$ 226,006.16	\$ 5,490.81	\$ 220,515.35	\$ -	
Grand Totals		\$ 1,582,043.12	\$ 16,339.07	\$ 1,565,704.05		

Schedule B page 2.

INITIAL INSURANCE REQUIREMENT: \$1,565,704.05

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$1,435,547.72 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.49%. Such issue price and yield will be stated in the applicable Form 8038-G.



City Council Meeting & Public Hearing STAFF REPORT

Submitting Department: Administration

Submitted By: Bob Regus

Sponsored By:

Meeting Date: June 28, 2021

I. AGENDA ITEM TITLE: MEMORANDUM OF UNDERSTANDING WITH CITY OF MILTON: SUMMER CAMP COOPERATION

II. RECOMMENDATION:

Approve the Memorandum of Understanding between the City of Alpharetta, Georgia and the City of Milton, Georgia for Summer Camp Cooperation; and authorize the Mayor to execute all necessary documents.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY
OPRT. BUDGET: NO

TOTAL PROJECT COST: AS OF NOW, WE HAVE HAD 14 NON-RESIDENTS REGISTER FOR CAMP HAPPY HEARTS AND THE CURRENT AMOUNT WE WOULD BE REFUNDING IS \$1,050.

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:

During the June 21, 2021 City Council Meeting, the City Administrator were tasked to negotiate a Memorandum of Understanding with the City of Milton whereby certain non-resident fees associated with participation in special needs summer camps would be waived for citizens of each City. That cooperative agreement is now being submitted for consideration by City Council.

V. ALTERNATIVES:

VI. ATTACHMENTS:

MOU With City Of Milton for Summer Camp Cooperation

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALPHARETTA, GEORGIA
AND THE CITY OF MILTON, GEORGIA FOR
SUMMER CAMP COOPERATION**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Alpharetta ("Alpharetta"), a municipal corporation of the State of Georgia, and the City of Milton ("Milton") a municipal corporation of the State of Georgia (Alpharetta and Milton each a "City").

WHEREAS, the Cities of Alpharetta and Milton are adjoining communities in North Fulton County; and

WHEREAS, as authorized by Article IX, Section II, Paragraph III of the Georgia Constitution, each City maintains and provides staff for its respective recreation department for the purpose of providing recreation and parks services; and

WHEREAS, the Cities have determined that it is to their best Interest and mutual advantage to share certain programs and facilities; and

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution provides that cities may contract with each other for the joint use of facilities and the provision of services that they are otherwise legally authorized to provide;

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

1. GENERAL PURPOSE OF MOU.

The purpose of this MOU Is to take another step to continue to foster a long-term mutually beneficial relationship between Alpharetta and Milton as it relates to parks and recreation programs and services as a way to better serve the Cities' respective citizens, offer a wider variety of recreational services, and grow the relationship between the Cities such that similar opportunities can be developed over time.

2. GENERAL RESPONSIBILITIES OF PARTIES.

- a) Beginning 2021 and until further notice Alpharetta shall waive non-resident fees for Milton participants in Camp Happy Hearts and Milton shall waive non-resident fees for Alpharetta participants In Camp Joyful Soles.
- b) Termination. Both parties shall have the ability to terminate the MOU without cause with six (6) months prior written notice to the other party. The termination shall be effective at the end of the six (6) month period.

3. ADMINISTRATION.

- a) The parties place high value on regular, timely and full communications between themselves, and commit themselves to ensuring strong communication links through their actions.

- b) Each party will designate a single point of contact to coordinate all activities, related to this MOU, between the parties involved.
- c) Communication between the two parties at the highest level (Mayors, City Administrator/City Manager) will take place if judged necessary by the respective Recreation & Parks Director or Recreation Manager of each City.
- d) More specific delineations of roles, responsibilities, resources, and commitments concerning particular matters may be addressed in written guidelines approved by the Alpharetta Recreation & Parks Director or designee, and the Milton Recreation Manager, if such guidelines are consistent with the general purposes of this MOU. Such guidelines shall be for administrative convenience and shall not be legally binding on either City until approved by the City's respective governing authority.
- e) Unless otherwise provided for herein, this MOU does not impose specific program, resources, or budgetary obligations on either party.

4. OTHER PROVISIONS.

- a) Insurance. Each City shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this MOU.
- b) No Third Party Beneficiaries. There are no third party beneficiaries to this MOU. No person or entity other than a party to this MOU shall have any rights hereunder or any authority to enforce its provisions. Nothing in this MOU shall be deemed to waive either party's sovereign or other immunity.
- c) Relationship Between the Parties. In consideration of the mutual services provided herein, both parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this MOU. Each party represents that it has, or will secure all its expense, all personnel required in performing its service obligations under this MOU and that the acts of its employees performing the services under this MOU shall be the acts of employees of that entity alone. Each entity agrees that in the performance of this mutual service, its employees shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the other party to this MOU, including, but not limited to, medical and hospital care, sick and vacation leave, disability, Worker's Compensation or Unemployment Compensation.
- d) Severability. In the event any part or provision of this MOU is held to be invalid, the remainder of this MOU shall not be affected thereby and shall continue in full force and effect.
- e) Applicable Law. This MOU shall be governed in all respects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.
- f) Counterparts. This MOU may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
- g) Force Majeure. The requirements of this MOU shall be suspended for reasons outside a party's

reasonable control, provided that the impacted party shall promptly notify the other party upon the beginning and conclusion of such force majeure event or situation.

- h) Notice. Formal notice under this MOU shall be sent via certified mail or overnight carrier to the City Manager/City Administrator of the applicable party at its then-current address.
- i) E-verify and Title VI. Each party agrees that it will comply with all E-verify and Title VI requirements and execute any documents reasonably required related to such compliance, in connection with this MOU.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year written below.

CITY OF ALPHARETTA, GEORGIA

Date: _____

By: _____

Jim Gilvin, Mayor

APPROVED AS TO FORM:

C. Sam Thomas, P.C. City Attorney for the City of Alpharetta, Georgia

CITY OF MILTON, GEORGIA

Date: _____

By: _____

Joe Lockwood, Mayor

APPROVED AS TO FORM:

Ken Jarrard, City Attorney for the City of Milton, Georgia