



City Council Meeting DECEMBER 6, 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. PRESENTATIONS & PROCLAMATIONS

A. A Proclamation to Celebrate the Life of Alpharetta City Attorney, Sam Thomas

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 11/29/2021)

B. Alcoholic Beverage License Applications

1. PH-21-AB-29
BP Gas & Convenience
3445 Webb Bridge Road
Alpharetta, GA 30005

Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales

Owner and Registered Agent: Brijesh Brahmabhatt

2. PH-21-AB-30
Alpharetta Egg Harbor Cafe
5966 North Point Parkway
Alpharetta, GA 30022

Restaurant
Consumption on Premises
Liquor, Beer, Wine & Sunday Sales

Owners: Aimee Farrell & Michael Farrell
Registered Agent: Cassidy Farrell

C. Financial Management Report: Month Ending October 31, 2021

VI. PUBLIC HEARING

A. V-21-26 Rozati/294 Karen Drive Setback Variance

Consideration of a variance request to reduce the front setback along Devore Road for a covered patio and to increase the maximum height of a wall on a residential property from 6' to 8'. The property is located at 294 Karen Drive and is legally described as being located in Land Lot 696, 1st District, 2nd Section, Fulton County, Georgia.

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Replacement of Extrication Equipment (Public Safety Department)**
- B. A Resolution to Adopt the Five Ethic Principles Set Forth in the Georgia Municipal Association's Certified City of Ethics Program**
- C. A Joint Resolution Designating a Portion of the Georgia 400 Corridor as "The Technology Corridor"**
Co-Sponsored by Mayor Pro Tem Mitchell and Council Member Burnett
- D. Second Amendment to Intergovernmental Agreement Between the City of Alpharetta, Georgia and Fulton County, Georgia**

IX. WORKSHOP

- A. Findings and Recommendations Report from the 2021 Consultant Study of the Department of Information Technology**

X. PUBLIC COMMENT

XI. REPORTS

XII. ADJOURNMENT

CELEBRATING THE LIFE OF



SAM THOMAS

02.20.1950 – 08.24.2021

DECEMBER 6, 2021 • 6:30 PM

CITY COUNCIL MEETING

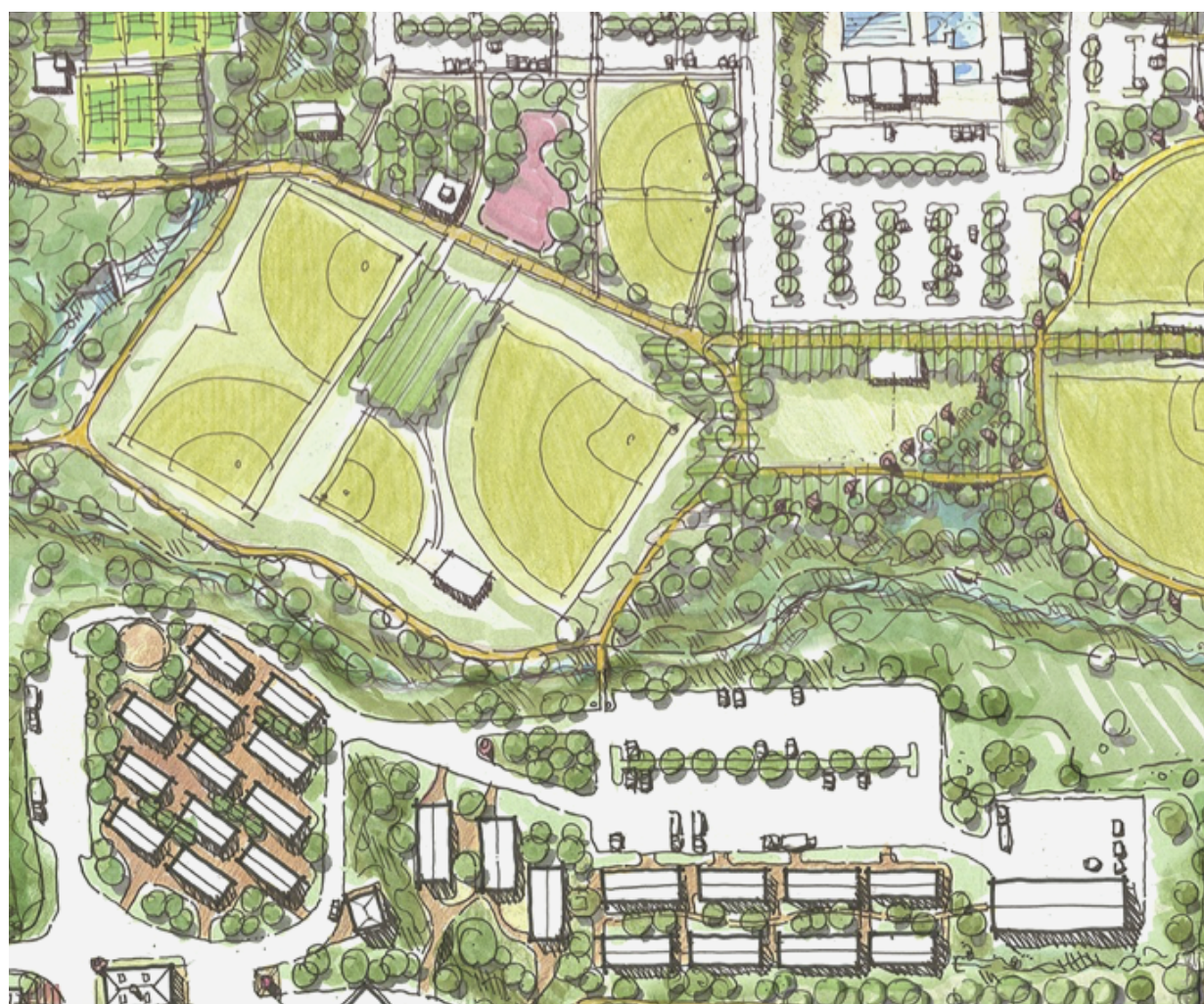
ALPHARETTA CITY HALL COUNCIL CHAMBERS

2 PARK PLAZA | ALPHARETTA, GA

3 0 0 0 9



SAM THOMAS
02.20.1950 - 08.24.2021





**A PROCLAMATION BY THE MAYOR AND COUNCIL
OF THE CITY OF ALPHARETTA, GEORGIA**

"Sam Thomas – A Celebration of Life"

- WHEREAS:** **Sam Thomas** was born in Decatur, Georgia in 1950. He earned a Bachelor of Business Administration with honors from Georgia State University and his Juris Doctor, cum laude, from University of Georgia; and
- WHEREAS:** **Sam Thomas** joined the law firm of Bovis, Kyle, Burch and Medlin of Atlanta in 1975 and became the City Attorney for Alpharetta in 1985; and
- WHEREAS:** **Sam Thomas** was passionate about municipal law and development. He was instrumental in helping to establish Alpharetta's city municipal codes and charter, including the passage of the City's first Recreation and Parks General Obligation Bond in 1995 which provided funding to acquire Wills Park from Fulton County and provided the City's contribution to the Isakson YMCA; and
- WHEREAS:** **Sam Thomas** cared for and was an integral part of his community. In addition to coaching his daughter's softball teams at North Park, he also served as a board member of the Alpharetta Softball Association. He also served on the board of the Alpharetta Convention and Visitors Bureau; and
- WHEREAS:** **Sam Thomas** was instrumental in leading the development for the Alpharetta City Center; and
- WHEREAS:** **Sam Thomas** was a past president of the Greater Atlanta Christian School Booster Club and a big fan of the Georgia Bulldogs. He was an inspiration to all who knew him; and
- WHEREAS:** **Sam Thomas** above all will be remembered for his loyalty, friendship, strong faith, work ethic, thoughtfulness and of course his witty sense of humor; and
- WHEREAS:** **Sam Thomas** passed away August 24, 2021 and is survived by his wife of 44 years, Dale, their three children Jared (Jennifer), Laura (Bert) and Joseph, and three grandchildren Paige, Michael and Anders.
- NOW THEREFORE:** We, the Mayor and City Council of the City of Alpharetta do hereby thank Sam Thomas for his tireless support of Alpharetta, service to the community and his friendship. He will truly be missed.

Proclaimed this 6th day of December 2021.

Jim Gilvin, Mayor

Lauren Shapiro, City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: CITY CLERK
SUBMITTED BY: LAUREN SHAPIRO
DRAFTED BY: LAUREN SHAPIRO

I. AGENDA ITEM TITLE: CONSENT AGENDA

II. RECOMMENDATION:

Approve the Consent Agenda, which includes the City Council meeting minutes from November 29, 2021, PH-21-AB-29 BP Gas & Convenience Alcoholic Beverage License Application, and PH-21-AB-30 Alpharetta Egg Harbor Café Alcoholic Beverage License Application.

III. REPORT IN BRIEF:

City Clerk, Lauren Shapiro, attended, recorded, and prepared a synopsis of the pertinent information that occurred during the City Council meeting on Monday, November 29, 2021.

Alcoholic Beverage License Applications for BP Gas & Convenience and Alpharetta Egg Harbor Café were heard at a virtual Public Hearing on December 2, 2021.

IV. ATTACHMENTS:

- City Council meeting minutes from November 29, 2021
- Alcohol License Public Hearing meeting minutes from December 2, 2021



City Council Meeting NOVEMBER 29, 2021 Office of the City Clerk

ALPHARETTA CITY HALL
COUNCIL CHAMBERS | 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
 - Mike Stacy, City Attorney
 - James Drinkard, Asst. City Administrator
 - Lauren Shapiro, City Clerk
 - Peter Sewczwicz, Director of Public Works
 - Tom Harris, Director of Finance
 - Kathi Cook, Director of Community Development and Economic Development
 - Eric Graves, Senior Traffic Engineer / Planner
 - Christine Young, Recreation Services Manager

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS & PRESENTATIONS

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 11/15/2021)

- ❖ Council Member Hipes offered a motion to approve the consent agenda.
- ❖ Council Member Burnett seconded the motion.
- ❖ The motion was approved (6-0-1; Council Member Richard abstained as she was not present during the November 15, 2021 City Council Meeting).

VI. PUBLIC HEARING

A. PH-21-AB-27 Minimum Distance Requirement Waiver Request for 241 South Main Street

Consideration of a variance from the minimum distance required between an establishment seeking an alcoholic beverage license and a school.

- City Clerk, Lauren Shapiro, came forward to present this item.
- The applicant, David Filipwicz, has applied for a variance from the alcoholic beverage license minimum distance requirements at 241 South Main Street, Alpharetta, Georgia 30009. The proposed concept of the establishment is a southern food restaurant that offers walk-up counter service, catering pickups, and deliveries.
- In order to obtain an alcoholic beverage license from the City of Alpharetta, the location has to meet the distance requirements per City Code Section 4-17(a)(3) which states: "No person may sell or offer to sell alcoholic beverages: Within 300 feet of the property line of any church, shrine, chapel of a mortuary or other place used exclusively for religious services, and any school grounds or college campus."
- The applicant submitted a certified distance survey, which states that the proposed location is 82 feet from the Amana Academy property line.
- City Code Section 4-17 (e) allows city council to grant a variance to the minimum distance requirement between a school and an eating establishment seeking an on-premises consumption license provided that they meet the following conditions:
 - (1) The location for which a license to sell alcoholic beverages for on-premises consumption is being sought has previously been operated as an eating establishment licensed by both the city and the state for the sale of alcoholic beverages for on-premises consumption within the five years immediately preceding the application for the new license;
 - (2) The primary entrance to the eating establishment is physically separated, either by a street, a fence, shrubbery, a parking lot, another building, or some other form of physical barrier, from the school grounds or college campus which is in close proximity to the eating establishment;
 - (3) There are practical or economic difficulties in carrying out the strict letter of the distance requirements, including the fact that the proposed premises from which alcoholic beverages for on-premises consumption, would be sold already contains a commercial kitchen;
 - (4) The request is not based primarily on the desire to reduce the cost of developing the site;
 - (5) The proposed variance will not substantially diminish the property value in, nor alter the essential character of, the area surrounding the site, and will not substantially interfere with or injure the rights of others whose property would be affected by the variance;
 - (6) The proposed variance will not be detrimental to the public health, safety or welfare, result in additional expense, or the creation of nuisances, or conflict with other applicable law;

- (7) The proposed variance will have no material effect on the use of the property on which the school grounds or college campus is located as either a school grounds or college campus.
- Staff has reviewed the application for a variance and believe that they meet all conditions in code section 4-17(e), as this building was previously occupied by Pizza Hut and had an alcoholic beverage license for on-premise consumption within the last 5 years; the primary entrance is physically separated by Roswell Street; the proposed premises already has an existing commercial kitchen; the proposed variance is not based on a desire to reduce cost of developing the site nor will it diminish surrounding property values; the proposed variance will also have no material effect on the Amana Academy property.
- The applicant, Dave Fillipowicz, came forward to speak on behalf of this item.

Public Comment:

- Ehab Jaleel, Executive Director for Amana Academy, came forward to speak in opposition of this item.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve PH-21-AB-27 Minimum Distance Requirement Waiver Request for 241 South Main Street.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

VII. OLD BUSINESS

A. PH-21-18 Code of Ordinances Text Amendments – Alcoholic Beverages, Distance Requirements and Ancillary Tasting License – Second Reading

Consideration of text amendments to the Code of Ordinances to add and amend regulations related to ancillary tasting license and to add a distance requirement between retail package sales establishments.

- Director of Community Development and Economic Development, Kathi Cook, came forward to present this item.
- Director Cook shared that two changes have been made since the first reading of the proposed ordinance (removed "mortuary" and changed the language about the flight to read as "total of 16 ounces")
- City Attorney, Mike Stacy, read the ordinance aloud.
- ❖ Council Member Richard offered a motion to approve PH-21-18 Code of Ordinances Text Amendments – Alcoholic Beverages, Distance Requirements and Ancillary Tasting License.
 - Council Member Burnett seconded the motion.
 - The motion was approved unanimously (7-0).

B. An Ordinance to Amend Chapter 4 (Alcoholic Beverages) of the Code of the City of Alpharetta, Georgia – Second Reading

- City Administrator, Bob Regus, came forward to present this item.
- City Administrator Regus shared that no changes have been made since the first reading of the proposed ordinance.
- City Attorney, Mike Stacy, read the ordinance aloud.
- ❖ Council Member Burnett offered a motion to approve an Ordinance to Amend Chapter 4 (Alcoholic Beverages) of the Code of the City of Alpharetta, Georgia.

- Council Member Hipes seconded the motion.
- The motion was approved (6-1 ; with Council Member Richard in opposition).

VIII. NEW BUSINESS

A. RFP 22-104 & RFP 22-105 Citywide Landscape Maintenance and On-call Landscape Construction

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- The Department of Public Works simultaneously prepared, advertised, and received submittals for two separate Requests for Proposals (RFP 22-104 & RFP 22-105) for Citywide Landscape Maintenance (excluding park lands) including On-call Landscape Construction.
- The Level 1 maintenance contract includes work areas with greater amounts of ornamental landscape such as street trees, shrubs, and groundcovers. Examples include the new Rucker Rd streetscape, Bethany Rd roundabouts, Old Milton Parkway medians (SR 400 to Main St), and City facilities such as Public Safety headquarters and the fire stations.
- The Level 2 maintenance contract includes work areas where mowing is the primary maintenance activity. Examples include sections of Mayfield Rd, McGinnis Ferry Rd, and Westside Pkwy (Encore Pkwy to Mansell Rd).
- Based on the received proposals and scoring results, Public Works recommends that both the Level 1 and Level 2 contracts be awarded to Russell Landscape.
- The current contract is \$398,746.08 per year and the contract was awarded 5 years ago with annual increases in the contract passed approximating CPI. The maintenance cost of the proposed contract is \$675,224.00. The price of labor, fuel, and equipment has directly impacted the total maintenance costs, as well as the higher level of service and attention various corridors need to have due to landscape improvements over the years.
- The additional funds to complete the maintenance needs from February 1, 2022 to June 30, 2022 is \$115,200 and will be requested in the upcoming mid-year budget. The annualized impact approximates \$276,478 (current contract of \$398,746; proposed contract of \$675,224) and will be programmed into the FY 2023 budget.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the award of the contracts for RFP 22-104 - Level 1 Landscape Maintenance and On-call Landscape Construction in an amount not to exceed \$325,864.00 and for RFP 22-105 - Level 2 Landscape Maintenance and On-call Landscape Construction in an amount not to exceed \$349,360.00 to Russell Landscape and authorize the Mayor to execute all necessary documents.
 - Council Member Binder seconded the motion.
 - The motion was approved unanimously (7-0).
 - There was discussion during the motion about suggesting that maintenance occur only during off-peak hours on the main roads, especially on Rucker and Kimball Bridge roads.

B. Land and Water Conservation Fund Grant Award

- Senior Traffic Engineer / Planner, Eric Graves, came forward to present this item.
- On October 5, 2020, Council approved Staff's request to seek funding through the GA Department of Natural Resources Land and Water Conservation Grant to assist with the

construction of a portion of the Alpha Loop between Old Milton Parkway and Westside Parkway. The City's request was for the maximum amount of \$500,000, requiring a minimum \$500,000 local match.

- The \$500,000 grant has been awarded, and a resolution now needs to be adopted accepting the grant and committing to the terms of the grant agreement.
- City Attorney, Mike Stacy, read the resolution aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Richard offered a motion to approve the resolution accepting the Georgia Department of Natural Resources Land and Water Conservation Grant and authorizing the Mayor to execute all required documents.
 - Council Member Binder seconded the motion.
 - The motion was approved unanimously (7-0).
 - There was discussion during the motion about thanking Community Development for their work on receiving this \$500,000 grant.

C. Alpharetta Impact Fee Program Update

- Senior Traffic Engineer / Planner, Eric Graves, came forward to present this item.
- Staff is recommending that an analysis be conducted as the basis for updating the Impact Fee Ordinance and Fee Schedule in order to incorporate current growth projections and related infrastructure improvement needs. The Ross and Associates team prepared the previous update and is being recommended as a single-source vendor due to their unique knowledge of the current City Ordinance.
- The Alpharetta Impact Fee Program is an effort to assign new development the proportional share of costs for capital improvements necessary to accommodate new growth. New developments are currently assessed impact fees for Parks, Public Safety, and Roads. The City last updated the Impact Fee Ordinance and Fee Schedule in September of 2015 in conjunction with the 2030 Comprehensive Land Use Plan update. The fees for the vendor will be paid for by the Impact Fee Program.
- Alpharetta recently adopted the 2040 Comprehensive Plan and a Capital Improvement Element (CIE) defining anticipated growth and the capital investments necessary to accommodate new residents and businesses.

Public Comment:

- There were no public comments.
- ❖ Council Member Richard offered a motion to approve awarding Ross and Associates a single-source contract for the Alpharetta Impact Fee Program Update in an amount not to exceed \$69,500 and authorize the Mayor to execute all necessary documents.
 - Council Member Mitchell seconded the motion.
 - The motion was approved (6-1; with Council Member Burnett in opposition).

D. Renewal of Miracle League Facility Use Agreement

- Recreation Services Manager, Christine Young, came forward to present this item.
- In May, 2003, the City of Alpharetta and the North Metro Miracle League (NMML) entered

into a Facility Use Agreement for certain facilities at the City's North Park. The North Metro Miracle League agreed to operate the City's adapted sports facility for the benefit of the community. The NMML has enjoyed tremendous success in offering many programs and services for those with disabilities and their families. This extension will allow the NMML to continue to offer these programs and services for the next 20 years.

- The agreement, as presented, does include a clause allowing either party to terminate the agreement "without cause" with 90-day written notice to the other party.
- The NMML is requesting a new agreement to be signed a year prior to the current expiration due to upcoming changes in staff and procedures within their organization. The current agreement runs through the end of 2022.

Public Comment:

- There were no public comments.
 - ❖ Council Member Merkel offered a motion to approve the renewal of the Miracle League Facility Use Agreement for an additional twenty (20) years starting at the expiration of the original 2003 Contract and authorizing the Mayor to execute all necessary documents.
 - Council Member Binder seconded the motion.
 - The motion was approved unanimously (7-0).
 - There was discussion during the motion about how wonderful the North Metro Miracle League organization is for the community.

IX. PUBLIC COMMENT

- A. There were no public comments.

X. REPORTS

- A. Council Member Richard announced that the next virtual Community Zoning Information Meeting will take place on Wednesday, December 8, 2021 at 6:00 p.m. via Zoom. There are four (4) public hearing applications that will be presented at this meeting.
- B. Council Member Richard announced that there is a new member of the Community Development Team, Lance Morsell, who is serving as the new Economic Development Manager.
- C. Council Member Merkel announced the Alpharetta Season of Celebration will take place the next three Fridays (December 3, 10, and 17) from 5:00 to 9:00 p.m. in Downtown Alpharetta. The Christmas Tree Lighting will occur this upcoming Friday, December 3, 2021 at 6:30 p.m.

XI. ADJOURNMENT

- Mayor Gilvin adjourned the meeting at 7:13 p.m.

Respectfully submitted,



Lauren Shapiro, City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By:

Sponsored By:

Meeting Date: December 6, 2021

I. AGENDA ITEM TITLE: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:

ALPH 12-2-2021



**CITY OF ALPHARETTA
PUBLIC HEARING
LIQUOR LICENSE**

DATE: December 2, 2021
TIME: 2:00 P.M.
LOCATION: <https://zoom.us/j/96029187555>

Official Minutes

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

I. CALL TO ORDER: City Attorney Michael Stacy, called the meeting to order at 1:59 P.M.

II. LICENSE APPLICATIONS:

1. PH-21-AB-29

**Alpha Green, LLC
d/b/a BP Gas & Convenience
3445 Webb Bridge Road
Alpharetta, GA 30005**

**Convenience Store
Retail Package Sales
Beer, Wine & Sunday Sales**

Owner & Registered Agent: Brijesh Brahmhatt

Brijesh Brahmhatt of 4045 Weatherford Circle Alpharetta, GA 30009 is the owner, applicant and registered agent and was present on the call.

Mr. Brahmhatt stated he has been in the gas station and convenience store business for 17 years. This is a second location for him. He stated he is familiar with the City of Alpharetta's alcohol ordinances. They use a scanning system to check IDs. Mr. Stacy reminded him he is to obtain a separate alcohol license through the State of Georgia.

Public Comment: No Public Comment

Mr. Stacy recommended that this license be approved based on staff recommendation. City Clerk Lauren Shapiro confirmed it will be on the Consent Agenda at the City Council Meeting scheduled for Monday, December 6, 2021 at 6:30 P.M. The applicant is required to appear in person. Once City Council approves the application, applicant will be allowed to pick up and pay for their license at City Hall in Community Development.

2. PH-21-AB-30

**Alpharetta Egg Harbor Café, LLC
5966 North Point Parkway
Alpharetta, GA 30022**

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

**Owners: Aimee Farrell & Michael Farrell
Registered Agent: Cassidy Farrell**

Michael Farrell, co-owner and residing at 433 Signal Hill Road North Barrington, IL 60010 was present on the call. Also on the call was Cassidy Farrell Cash residing at 9530 Rod Road Alpharetta, GA 30022 and is the registered agent. She is the head of the Customer Experience Department for Egg Harbor Café.

Ms. Cash stated they are now opening the 20th Egg Harbor Café location with 4 locations being in Georgia. She has experience with the process of alcohol serving at other locations. Ms. Cash confirmed the General Manager has stated staff at this location have gone through training on serving alcohol. Mr. Stacy reminded her servers will need to have a pouring permit. There was some question on whether there is a card issued or just a certificate of compliance. City Clerk Lauren Shapiro is going to reach out to City of Alpharetta Code Enforcement to clarify and reach out to Ms. Cash. Mr. Stacy also reminded her they will need to obtain a license from the State of Georgia.

Public Comment: No Public Comment

Mr. Stacy recommended that this license be approved based on staff recommendation. Ms. Shapiro confirmed it will be on the Consent Agenda at the City Council Meeting scheduled for Monday, December 6, 2021 at 6:30 P.M. The applicant is required to appear in person. Once City Council approves the application, applicant will be allowed to pick up and pay for their license at City Hall in Community Development.

III. ADJOURNMENT: With no further business to discuss or items to be heard, City Attorney Michael Stacy, adjourned the meeting at 2:08 P.M.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: December 6, 2021

I. AGENDA ITEM TITLE: PH-21-AB-29

BP GAS & CONVENIENCE
3445 WEBB BRIDGE ROAD
ALPHARETTA, GA 30005

CONVENIENCE STORE
RETAIL PACKAGE SALES
BEER, WINE & SUNDAY SALES

OWNER AND REGISTERED AGENT: BRIJESH BRAHMBHATT

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: City Clerk

Submitted By:

Sponsored By:

Meeting Date: December 6, 2021

- I. AGENDA ITEM TITLE:** PH-21-AB-30
ALPHARETTA EGG HARBOR CAFE
5966 NORTH POINT PARKWAY
ALPHARETTA, GA 30022

RESTAURANT
CONSUMPTION ON PREMISES
LIQUOR, BEER, WINE & SUNDAY SALES

OWNERS: AIMEE FARRELL & MICHAEL FARRELL
REGISTERED AGENT: CASSIDY FARRELL

II. RECOMMENDATION:

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Finance

Submitted By:

Sponsored By:

Meeting Date: December 6, 2021

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING OCTOBER 31, 2021

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending October 31, 2021 (period 4 of Fiscal Year 2022).

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: NO

FISCAL IMPACT: NO

INCLUDED IN CURRENT FY CPTL BUDGET: NO

INCLUDED IN CURRENT FY OPRT. BUDGET: NO

TOTAL PROJECT COST:

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
-----------------------------	----------------------

IV. REPORT IN BRIEF:

The Finance Department, in conjunction with Councilman Binder, has worked to streamline the monthly financial management report by emphasizing the pertinent financial data in a Performance Dashboard and removing non-essential data from other aspects of the reporting packet.

The attached reports were reduced in length by almost 50% while ensuring relevant data on operations, capital investment, and vendor spend is provided for all governmental/enterprise funds (including prior-year comparisons for the General Fund).

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY 2022 FMR (4-October)

Financial Management Reports



for the month ending
October 31, 2021
(period 4 of 12 – unaudited)

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

<https://www.alpharetta.ga.us/government/departments/finance/transparency-portal>

Financial Management Reports

Fiscal Year 2022

Table of Contents

Performance Dashboard	1
Transmittal Letter	2
General Fund	5
Revenue Summary and Collection Comparison	6
Expenditure Summary by Department	8
Expenditure Summary by Category	9
Grant and Capital Funds	10
Grant Funds	11
Capital Funds	15
Special Revenue Funds (w/capital projects)	24
Other Reports	26
Payments \$5,000 and Greater	27
PO's between \$5,000 and \$50,000	31
GAAP Financial Statements (Governmental/Enterprise Funds)	33
Alpharetta Development Authority	38
Revenue & Expenditure Report	39
GAAP Financial Statements	41



CITY OF ALPHARETTA

Financial Management Reports

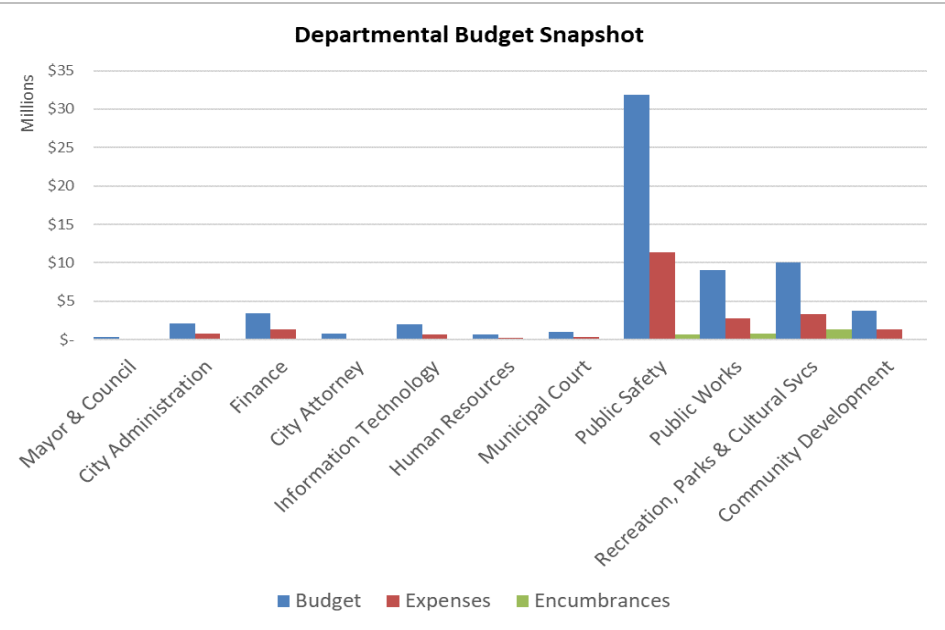
Performance Dashboard

For the month ended October 31, 2021

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (incl. Motor Vehicle taxes)	↑	\$2,000,135
Local Option Sales Tax	↑	\$800,000
Franchise Tax	↑	\$25,000
Insurance Premium Tax	↑	\$109,402
Alcohol Beverage Excise Tax	↔	\$0
Building Permit Fees	↔	\$0
Business and Occupational Tax	↑	\$50,000
Court/Traffic Fines	↓	(\$52,500)
Recreation/Special Event Fees	↑	\$96,818
Hotel/Motel Tax (City portion)	↑	\$375,000
Other Revenues	↑	\$214,873
Forecasted Gain*		\$3,618,728
% of Budget	↔	5%
Gain of 5% needed to fund ½ goal of recurring capital.		



* Mid-Year Budget Ordinance (adopted in Nov.) allocates \$1.65 million of this gain towards employee compensation adjustments.

FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	\$667,820
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$71,967
Confiscated Assets Fund (State)	↔	↔	\$0
Emergency 911 Fund (1)	↔	↔	\$1,391,399
Impact Fee Fund	↑	↑	\$973,576
Hotel/Motel Fund (1)	↑	↑	\$127,578
Debt Service Fund	↑	↑	\$657,628
Proprietary Funds			
Solid Waste Fund (2)	↓	↓	\$0
Risk Management Fund	↔	↔	\$1,171,906
Medical Insurance Fund	↔	↔	(\$39,374)

	Non-Allocated
Grant Funds	
Operating Grant Fund (3)	\$44,855
Capital Grant Fund (3)	\$2,253
Capital Project Funds	
Capital Project Fund (3)	\$3,035,409
Stormwater Capital Fund	\$73,974
Series 2016 Bond Fund (PW/Parks)	\$441,154
Series 2022 Bond Fund (Parks)	N/A
TSPLOST Capital Fund	\$2,376,462
TSPLOST 2 Capital Fund	N/A
American Rescue Plan Act Capital Fund	\$0
Development Authority Fund	\$133,799

BOND RATING

AAA

strongest rating available

EMERGENCY RESERVE

General Fund

\$17.2M (25%)

Emergency 911 Fund

\$1.2M (25%)

Sanitation Fund

\$52K (1%) est.

will improve upon rate adj.

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

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

(2) Solid Waste Fund operational trends will remain negative until rates are adjusted. Upon adjustment, it will take multiple years to replenish the fund balance target.

(3) Does not include amounts currently set aside for matches on active grant applications.



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

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

DATE: DECEMBER 6, 2021

RE: FINANCIAL MANAGEMENT REPORTS AS OF OCTOBER 31, 2021

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending October 31, 2021.

General Fund

Revenue: The following section pertains to information detailed in the attached Revenue Summary and Collection Comparison report. FY 2022 revenues are budgeted at \$69 million (net of Carryforward Fund Balance totaling \$6 million). As of October 31, 2021, actual revenue collections total 29% or \$20 million. Collection trends indicate a net gain over budget of \$3.6 million with the detail as follows:

• Property Taxes (current):	\$ 1,800,000
• Motor Vehicle Title Tax:	200,000
• LOST:	800,000
• Hotel Taxes:	375,000
• Other:	<u>443,728</u>
Estimated Gain:	\$ 3,618,728 ¹

The October 1st billing for property taxes (operations) totals roughly \$26.7 million. Adjusting that billing for additional appeal reductions (outside of the allowances already included within the billable digest), historical allowances for non-collections, etc., staff forecasts property tax revenue of \$25.8 million which is \$1.8 million greater than budget.

Motor Vehicle Title Tax collections is trending 27% higher than FY 2021 (\$2.5 million). Collection estimates for FY 2022 conservatively total \$2 million which is \$200,000 greater than budget.

Local Option Sales Tax collections is trending 22% higher than FY 2021 (\$17 million). Collection estimates for FY 2022 conservatively total \$16.5 million which is \$800,000 greater than budget.

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

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

CITY
ADMINISTRATOR
ROBERT J. REGUS

¹ The Mid-Year Budget Ordinance (adopted in November) allocates \$1.65 million of the estimated revenue gain towards employee compensation adjustments.

Collections for Municipal Court Fines is trending 12% lower than FY 2021. Current estimates for FY 2022 total \$1.5 million which is -\$250,000 less than budget. These losses are forecast to be partially offset through other fine category collections (e.g., school zone safety camera fines).

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

Expenditures: The following section pertains to information detailed in the attached Expenditure Summary by Department (expenditure rollup by department) and Expenditure Summary by Category (expenditure rollup by account) reports. As of October 31, 2021, city departments (not including General Government²) have encumbered and expensed 39%, or \$26 million, of their FY 2022 budget appropriations.

Contingency: The General Fund contingency balance totals \$667,820.

Other Funds

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

Operating Grant Fund (Fund 220): Available funding totals \$151,569 and represents unencumbered/unspent project appropriations of \$66,309, reserve for grant matches of \$40,405, and a non-allocated reserve for future projects of \$44,855.

Capital Grants Fund (Fund 340): Available funding totals \$1.8 million and primarily represents unencumbered/unspent capital project appropriations.

General Capital Project Fund (Fund 301): Available city funding totals \$12.3 million and represents unencumbered/unspent capital project appropriations of \$8.9 million, reserve for grant matches of \$386,000, and a non-allocated reserve for future projects of \$3 million.

Stormwater Capital Fund (Fund 302): Available funding totals \$1.7 million and represents unencumbered/unspent capital project appropriations of \$1.6 million and a non-allocated reserve for future capital project appropriations of \$73,974.

American Rescue Act Capital Fund (Fund 303): Available funding totals \$6.6 million and is fully allocated towards capital projects. The city received the 1st tranche of \$3.3 million as set forth under the Act. However, accounting rules dictate treatment of this source as a deferred revenue that will be recognized as earned. In other words, the revenue will be recorded as the underlying projects are expensed.

Parks and Transportation Bond Fund (Fund 317): This fund accounts for proceeds of the voter approved General Obligation Bonds, Series 2016. Available funding totals \$1.9 million and represents unencumbered/unspent capital project appropriations of \$1.5 million and a non-allocated reserve for future projects of \$441,154.

TSPLOST Capital Project Fund (Fund 335): This fund accounts for collections under the Transportation Special Local Option Sales Tax (TSPLOST) that went into effect on April 1, 2017. Available funding totals \$32.8 million and represents unencumbered/unspent capital project appropriations of \$30.4 million and a non-allocated reserve for future projects of \$2.4 million.

² General Government is utilized to account for non-operating transactions such as transfers-out to other city funds, contingency, etc.

Hotel/Motel Fund: FY 2022 revenues are budgeted at \$5.5 million (net of carryforward fund balance totaling \$1.3 million) with budgeted disbursements as follows: Alpharetta Convention & Visitor's Bureau (43.75% or \$2.4 million); Facilities (18.75% and a portion of the carryforward fund balance detailed above; \$1.3 million for debt service on the Series 2016 Convention Center Bonds, and \$879,022 for eligible initiatives such as Equestrian Center and Wills Park Master Plan Improvements); and the city (37.5% or \$2.1 million).

Debt Service Reserve funding (Convention Center Bonds) from the Facilities portion of the tax totals \$127,518 (funded in prior years and represents the remaining portion of the carryforward fund balance figure referenced above). This reserve figure dipped below the \$1.5 million target level in 2019 due to the impact of the COVID-19 pandemic on the hospitality industry and will be replenished once revenues within the Fund strengthen. Hotel tax collections is trending 163% higher than FY 2021. Collection estimates for FY 2022 conservatively total \$6.5 million which is \$1 million greater than budget. The distribution of this additional revenue is as follows: General Fund (\$375,000); ACVB (\$437,500); and Facilities (\$187,500).

Solid Waste Fund: FY 2022 revenues are currently budgeted at \$4.8 million (net of carryforward fund balance totaling \$750,000 used to balance operations pending approval of an updated rate structure). As of October 31, 2021, the city has collected \$2.7 million representing the 1st -2nd quarter billings. Current rates will need to be adjusted to cover ongoing operations.

Other Items

Council Member Stipend Activity Listing: The FY 2022 budget includes appropriations of \$7,200 for the Mayor and \$4,000 for each City Council Post and the available balances as of October 31, 2021 are as follows:

	Budget	Expenditures (year-to-date)	Available Balance
Mayor: Jim Gilvin	\$ 7,200	\$ 1,154	\$ 6,046
Post #1: Donald Mitchell	\$ 4,000	\$ 105	\$ 3,895
Post #2: Ben Burnett	\$ 4,000	\$ 44	\$ 3,956
Post #3: Karen Richard	\$ 4,000	\$ 570	\$ 3,430
Post #4: John Hipes	\$ 4,000	\$ 244	\$ 3,756
Post #5: Jason Binder	\$ 4,000	\$ 37	\$ 3,963
Post #6: Dan Merkel	\$ 4,000	\$ 215	\$ 3,785

Development Authority³ (Component Reporting Unit)

As of October 31, 2021, the Development Authority has \$133,799 in available resources to support its main functions of promoting the public good and general welfare, trade, commerce, industry, general tax base and the employment opportunities available in the city.

³ The Development Authority is a public corporation created and existing under the Constitution and laws of the State of Georgia and is governed by seven directors duly appointed by the Alpharetta City Council.



GENERAL FUND

Revenue Report



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (Unaudited)
Revenue Summary and Collection Comparison
 As of October 31, 2021

	Current Fiscal Year					Prior Fiscal Year		
	2022 Budget	2022 YTD	% Collected	2022 Estimated	Variance	2021 Actual	2021 YTD	% Collected
Top 10 Revenues:								
Property Taxes								
Current Year	\$ 24,000,000	\$ 4,034,248	16.8%	\$ 25,800,000	\$ 1,800,000	\$ 26,299,010	\$ 2,974,278	11.3%
Delinquent	237,000	(100,170)	-42.3%	237,135	135	180,267	36,140	20.0%
Motor Vehicle Tax	60,000	20,756	34.6%	60,000	-	86,911	25,409	29.2%
Motor Vehicle Title Fee	1,800,000	784,632	43.6%	2,000,000	200,000	2,748,243	618,613	22.5%
Local Option Sales Tax	15,700,000	4,821,138	30.7%	16,500,000	800,000	16,984,903	3,932,406	23.2%
Franchise Tax	6,620,000	490,302	7.4%	6,645,000	25,000	6,858,414	508,002	7.4%
Insurance Premium Tax	4,650,000	4,759,402	102.4%	4,759,402	109,402	4,608,513	4,608,513	100.0%
Alcohol Beverage Excise Tax	2,025,000	687,495	34.0%	2,025,000	-	2,339,660	552,376	23.6%
Building Permit Fees	1,700,000	647,822	38.1%	1,700,000	-	1,971,207	579,871	29.4%
Business and Occupational Tax	950,000	70,905	7.5%	1,000,000	50,000	1,138,811	51,410	4.5%
Court/Traffic Fines	2,054,000	778,619	37.9%	2,001,500	(52,500)	2,506,856	600,145	23.9%
Recreation/Special Event Fees	2,282,750	754,509	33.1%	2,379,568	96,818	2,035,279	534,929	26.3%
Hotel/Motel Tax (City portion)	2,062,500	706,113	34.2%	2,437,500	375,000	1,458,781	284,073	19.5%
subtotal	\$ 64,141,250	\$ 18,455,770	28.8%	\$ 67,545,105	\$ 3,403,855	\$ 69,216,855	\$ 15,306,164	22.1%
Other Revenues	4,537,465	1,546,209	34.1%	4,752,338	214,873	5,268,983	3,935,103	74.7%
Total Revenues	\$ 68,678,715	\$ 20,001,979	29.1%	\$ 72,297,443	\$ 3,618,728	\$ 74,485,838	\$ 19,241,267	25.8%
Carryforward Fund Balance	5,836,799							



GENERAL FUND

Expenditure Reports



CITY OF ALPHARETTA
 Financial Management Reports
 General Fund (unaudited)
Expenditure Summary by Department
 As of October 31, 2021

	Current Fiscal Year						Prior Fiscal Year		
	2022 Budget	2022 Encumbrances	2022 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.	2021 Exp. (Total)	2021 Exp. (YTD)	% Exp.
Expenditures by Department:									
Mayor & Council	\$ 386,092	\$ 1,032	\$ 129,111	\$ 255,948	33.7%	33.4%	\$ 368,717	\$ 130,300	35.3%
City Administration	2,128,794	76,896	788,665	1,263,233	40.7%	37.0%	1,267,117	455,754	36.0%
Finance	3,478,691	116,027	1,340,079	2,022,585	41.9%	38.5%	3,363,629	1,374,029	40.8%
City Attorney	750,000	-	148,333	601,667	19.8%	19.8%	762,682	433	0.1%
Information Technology	2,022,562	39,756	685,212	1,297,595	35.8%	33.9%	2,029,606	789,695	38.9%
Human Resources	689,600	14,434	203,262	471,904	31.6%	29.5%	521,820	186,424	35.7%
Municipal Court	1,055,011	152,171	346,123	556,717	47.2%	32.8%	905,796	326,530	36.0%
Public Safety	31,846,772	689,807	11,384,765	19,772,200	37.9%	35.7%	29,379,599	11,321,054	38.5%
Public Works	9,022,696	772,500	2,786,439	5,463,757	39.4%	30.9%	8,528,726	2,792,164	32.7%
Recreation, Parks & Cultural Svcs	10,105,475	1,303,169	3,354,862	5,447,444	46.1%	33.2%	8,866,601	3,090,400	34.9%
Community Development	3,773,632	57,907	1,301,371	2,414,354	36.0%	34.5%	3,868,757	1,434,638	37.1%
subtotal	\$ 65,259,325	\$ 3,223,700	\$ 22,468,223	\$ 39,567,402	39.4%	34.4%	\$ 59,863,049	\$ 21,901,420	36.6%
General Government:									
Insurance Premiums (Risk)	\$ 779,750	\$ -	\$ 259,917	\$ 519,833	33.3%	33.3%	\$ 720,250	\$ 240,083	33.3%
Gwinnett Tech Bond P&I	289,640	-	44,820	244,820	15.5%	15.5%	290,490	433,726	149.3%
Transfer(s) to other Funds	7,486,799	-	2,495,600	4,991,199	33.3%	33.3%	4,541,862	1,513,954	33.3%
Contingency	700,000	-	32,180	667,820	4.6%	4.6%	37,426	7,582	20.3%
subtotal	\$ 9,256,189	\$ -	\$ 2,832,517	\$ 6,423,672	30.6%	30.6%	\$ 5,590,028	\$ 2,195,346	39.3%
Total Expenditures	\$ 74,515,514	\$ 3,223,700	\$ 25,300,740	\$ 45,991,074	38.3%	34.0%	\$ 65,453,078	\$ 24,096,765	36.8%



CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of October 31, 2021

Current Fiscal Year									Prior Fiscal Year		
	2022 Budget	2022 Encumbrances	2022 Exp. (YTD)	Funds Available	% Enc./Exp.	% Exp.			2021 Exp. (Total)	2021 Exp. (YTD)	% Exp.
Expenditures by Category:											
Salaries & Benefits:											
(1) Regular Salaries	\$ 28,814,783	\$ -	\$ 8,098,170	\$ 20,716,613	28.1%	28.1%			\$ 26,813,288	\$ 8,372,703	31.2%
Overtime	1,929,887	-	671,045	1,258,842	34.8%	34.8%			1,837,149	530,698	28.9%
Group Insurance	9,464,944	-	3,084,599	6,380,345	32.6%	32.6%			8,400,361	3,077,411	36.6%
FICA and Social Security	2,291,517	-	631,483	1,660,034	27.6%	27.6%			2,076,951	642,530	30.9%
Defined Benefit Pension	2,818,660	-	2,818,660	-	100.0%	100.0%			2,677,438	2,675,532	99.9%
401(A) Retirement/Match	2,367,862	-	826,744	1,541,118	34.9%	34.9%			2,022,431	780,577	38.6%
(2) Other	1,427,420	-	842,756	584,664	59.0%	59.0%			1,410,855	871,349	61.8%
subtotal	\$ 49,115,073	\$ -	\$ 16,973,455	\$ 32,141,618	34.6%	34.6%			\$ 45,238,475	\$ 16,950,799	37.5%
Maintenance & Operations:											
Professional Services	\$ 2,661,772	\$ 733,644	\$ 958,244	\$ 969,884	63.6%	36.0%			\$ 2,048,767	\$ 575,645	28.1%
Legal Services	750,000	-	148,333	601,667	19.8%	19.8%			762,682	433	0.1%
Vehicle Fuel/Maintenance	867,903	5,956	363,597	498,350	42.6%	41.9%			855,463	262,948	30.7%
Maintenance Contracts	2,853,258	1,272,358	822,648	758,252	73.4%	28.8%			2,606,672	803,716	30.8%
IT Professional Services	2,031,170	627,361	1,074,503	329,305	83.8%	52.9%			1,868,562	1,095,965	58.7%
General Supplies	873,653	111,287	296,582	465,784	46.7%	33.9%			786,769	273,971	34.8%
Utilities	2,953,175	-	694,041	2,259,134	23.5%	23.5%			2,829,894	755,797	26.7%
Insurance Premiums (Risk)	779,750	-	259,917	519,833	33.3%	33.3%			720,250	240,083	33.3%
Other	2,474,726	473,093	692,229	1,309,404	47.1%	28.0%			2,258,396	584,638	25.9%
subtotal	\$ 16,245,407	\$ 3,223,700	\$ 5,310,094	\$ 7,711,613	52.5%	32.7%			\$ 14,737,454	\$ 4,593,197	31.2%
Capital:											
OSSI/Fire Truck Leases	\$ 654,595	\$ -	\$ 444,590	\$ 210,005	67.9%	67.9%			\$ 582,963	\$ 582,963	100.0%
Other	24,000	-	-	24,000	0.0%	0.0%			24,407	14,544	59.6%
subtotal	\$ 678,595	\$ -	\$ 444,590	\$ 234,005	65.5%	65.5%			\$ 607,370	\$ 597,507	98.4%
General Government:											
Gwinnett Tech Bond P&I	\$ 289,640	\$ -	\$ 44,820	\$ 244,820	15.5%	15.5%			\$ 290,490	\$ 433,726	149.3%
Transfer(s) to other Funds	7,486,799	-	2,495,600	4,991,199	33.3%	33.3%			4,541,862	1,513,954	33.3%
Contingency	700,000	-	32,180	667,820	4.6%	4.6%			37,426	7,582	20.3%
subtotal	\$ 8,476,439	\$ -	\$ 2,572,600	\$ 5,903,839	30.4%	30.4%			\$ 4,869,778	\$ 1,955,262	40.2%
Total Expenditures	\$ 74,515,514	\$ 3,223,700	\$ 25,300,740	\$ 45,991,074	38.3%	34.0%			\$ 65,453,078	\$ 24,096,765	36.8%

Notes:

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



GRANT AND CAPITAL FUNDS

Revenue & Expenditure Reports



CITY OF ALPHARETTA

Financial Management Reports

Grant Funds

Operating Grant Fund Detail (Fund 220; life-to-date for active projects)

As of October 31, 2021

		Project Snapshot: FY2013 - FY2021		FY 2022					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenues									
City Administration									
22013230-371000	C2100 MURAL ART PROJECT	12,370	12,370	\$ -	\$ -	\$ -			\$ -
	subtotal			\$ -	\$ -	\$ -	\$ -		\$ -
Public Safety									
22031150-331110	C1730 2017 BULLETPROOF VEST (DOJ)	13,179	12,462	\$ -	\$ 717	\$ 717	\$ -		\$ 717
22031150-331110	C1831 2018 BULLETPROOF VEST (DOJ)	15,375	7,314	-	8,061	8,061	-		8,061
22031150-331110	C2018 2019 BULLETPROOF VEST (DOJ)	19,187	1,514	-	17,673	17,673	-		17,673
22031150-371000	C2045 2019 HOMELAND SECURITY GRANT	22,656	-	-	22,656	22,656	-		22,656
22031150-371000	C2047 FIRE SPRINKLER COALITION	500	500	-	-	-	-		-
	subtotal			\$ -	\$ 49,107	\$ 49,107	\$ -		\$ 49,107
Recreation, Parks & Cultural Services									
22061150-371000	C1930 GRPA CONTRIBUTION	1,000	1,000	\$ -	\$ -	\$ -	\$ -		\$ -
22061150-336000	C2013 2019 CAMP HAPPY HEARTS	11,250	11,250	-	-	-	-		-
22061150-347509	C2039 WIRE & WOOD (ACVB SPONSOR)	102,000	52,000	-	50,000.00	50,000.00	50,000.00		-
22061150-371000	C2212 PARKING PERMIT - FILM	4,000	-	-	4,000	4,000	4,000		-
22061150-336000	C2213 2021 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	5,000		-
	subtotal			-	59,000	59,000	59,000		-
Community Development									
22074150-371000	C2016 ARBOR DAY GRANT (PRIVATE DONATION)	2,775	2,095	\$ -	\$ 680	\$ 680	\$ -		\$ 680
	subtotal			\$ -	\$ 680	\$ 680	\$ -		\$ 680
General Government									
22090200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 7		\$ (7)
22090200-363000	UNREALIZED GAIN/LOSS			-	-	-	57		(57)
22090200-395000	CARRYFORWARD FUND BALANCE			-	101,107	101,107	-		101,107
	subtotal			\$ -	\$ 101,107	\$ 101,107	\$ 64		\$ 101,043
	Total			\$ -	\$ 209,894	\$ 209,894	\$ 59,064		\$ 150,830



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of October 31, 2021

Account #Project			Project Snapshot: FY2013 - FY2021		FY 2022					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Expenditures										
City Administration										
22013230-521200	C2100	MURAL ART PROJECT	12,370	1,300	\$ -	\$ 11,070	\$ 11,070	\$ 1,500	\$ -	\$ 9,570
		subtotal			\$ -	\$ 11,070	\$ 11,070	\$ 1,500	\$ -	\$ 9,570
Public Safety										
22031150-542100	C1730	2017 BULLETPROOF VEST (DOJ)	26,357	24,925	\$ -	\$ 1,432	\$ 1,432	\$ -	\$ -	\$ 1,432
22031150-542100	C1831	2018 BULLETPROOF VEST (DOJ)	30,751	16,675	-	14,076	14,076	-	-	14,076
22031150-542100	C2018	2019 BULLETPROOF VEST (DOJ)	38,374	9,468	-	28,906	28,906	3,075	-	25,831
22031150-531600	C2045	2019 HOMELAND SECURITY GRANT	22,656	22,107	-	549	549	-	-	549
22031150-531100	C2047	FIRE SPRINKLER COALITION	501	494	-	7	7	-	-	7
		subtotal			\$ -	\$ 44,970	\$ 44,970	\$ 3,075	\$ -	\$ 41,895
Recreation, Parks & Cultural Services										
22061150-521200	C1930	PROFESSIONAL SERVICES (GRPA)	950.76	802.76	\$ -	\$ 148	\$ 148	\$ -	\$ -	\$ 148
22061150-523400	C1930	PRINTING & BINDING (GRPA)	50	-	-	50	50	-	-	50
22061150-531000	C2013	2019 CAMP HAPPY HEARTS	11,250	7,120	-	4,130	4,130	-	-	4,130
22061159-521200	C2039	WIRE & WOOD (ACVB SPONSOR)	50,000	-	-	50,000	50,000	50,000	-	-
22061150-531100	C2101	SPECIAL NEEDS EXPO / EVENT	1,018	-	-	1,018	1,018	-	-	1,018
22061150-531100	C2102	FULTON GOLDEN GAMES	3,630	-	-	3,630	3,630	-	-	3,630
22061150-531100	C2212	PARKING PERMIT - FILM	4,000	-	-	4,000	4,000	-	3,750	250
22061150-531100	C2213	2021 CAMP HAPPY HEARTS	5,000	-	-	5,000	5,000	-	-	5,000
		subtotal			\$ -	\$ 67,976	\$ 67,976	\$ 50,000	\$ 3,750	\$ 14,226
Community Development										
22074150-531100	C2016	ARBOR DAY GRANT (PRIVATE DONATION)	618	-	\$ -	\$ 618	\$ 618	\$ -	\$ -	\$ 618
		subtotal			\$ -	\$ 618	\$ 618	\$ -	\$ -	\$ 618
Non-Allocated										
22090200-579000		CONTINGENCY			\$ -	\$ 44,855	\$ 44,855	\$ -	\$ -	\$ 44,855
22090200-579011		MATCH (GRANTS UNDER REVIEW)			-	40,405	40,405	-	-	40,405
		subtotal			\$ -	\$ 85,260	\$ 85,260	\$ -	\$ -	\$ 85,260
		Total			\$ -	\$ 209,894	\$ 209,894	\$ 54,575	\$ 3,750	\$ 151,569

Notes:

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



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of October 31, 2021

				Project Snapshot: FY2013 - FY2021		FY 2022					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Revenue											
Public Works											
34041100-334310	C1215	STRIPING & SIGNAGE		185,325	185,325	\$ -	\$ -	-	\$ -		\$
34041100-334310	C1219	MILLING AND RESURFACING (LMIG)		5,234,146	4,601,780	-	632,366	632,366	632,365		1
34041100-331350	C1927	WINDWARD TRIPLE LEFTS (GDOT-FED)		2,069,960	1,723,786	-	346,174	346,174	296,172		50,002
34041100-334350	C1927	WINDWARD TRIPLE LEFTS (GTIB-NFCID)		1,696,366	1,621,824	-	74,542	74,542	74,540		2
		subtotal				\$ -	\$ 1,053,082	\$ 1,053,082	\$ 1,003,077		\$ 50,005
Community Development											
34074150-331350	C2107	NORTH POINT PKWY IMP		1,667,000	67,000	\$ -	\$ 1,600,000	\$ 1,600,000			\$ 1,600,000
34074150-331150	C2114	S MAIN ST ARC STUDY		160,000	-		160,000	160,000	-		160,000
		subtotal				\$ -	\$ 1,760,000	\$ 1,760,000	\$ -		\$ 1,760,000
General Government											
34090200-361000		INTEREST EARNINGS				\$ -	\$ -	\$ -	37		\$ (37)
34090200-363000		UNREALIZED GAIN/LOSS				-	-	-	457		(457)
34090200-395000		CARRYFORWARD FUND BALANCE				-	168,362	168,362			168,362
		subtotal				\$ -	\$ 168,362	\$ 168,362	\$ 494		\$ 167,868
		Total				\$ -	\$ 2,981,444	\$ 2,981,444	\$ 1,003,571		\$ 1,977,873
Expenditures											
Public Safety											
34031150-521200	C2043	ASSIST FIREFIGHTERS GRANT		3,000	1,500	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ 1,500
						\$ -	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ 1,500
Public Works											
30141100-541410	C1215	STRIPING & SIGNAGE		185,325	-	\$ -	\$ 185,325	\$ 185,325	\$ 16,135	\$ 169,190	\$ -
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)		5,234,147	4,601,781	-	632,366	632,366	-		632,366
34041100-541410	C1927	WINDWARD TRIPLE LEFTS		3,766,321	3,766,321	-	-	-	-		-
		subtotal				\$ -	\$ 817,691	\$ 817,691	\$ 16,135	\$ 169,190	\$ 632,366
Community Development											
34074150-541410	C2107	NORTH POINT PKWY IMP		2,083,749	83,749	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 82,189	\$ 869,711	\$ 1,048,100
34074150-521200	C2114	S MAIN ST ARC STUDY		160,000	-	-	160,000	160,000	-	-	160,000
		subtotal				\$ -	\$ 2,160,000	\$ 2,160,000	\$ 82,189	\$ 869,711	\$ 1,208,100



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Capital Grant Fund Detail (Fund 340; life-to-date for active projects)
 As of October 31, 2021

		Project Snapshot: FY2013 - FY2021		FY 2022					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Non-Allocated									
34090200-579000	CONTINGENCY			\$ -	\$ 2,253	\$ 2,253	\$ -	\$ -	\$ 2,253
	subtotal			\$ -	\$ 2,253	\$ 2,253	\$ -	\$ -	\$ 2,253
	Total			\$ -	\$ 2,981,444	\$ 2,981,444	\$ 98,324	\$ 1,038,901	\$ 1,844,219



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

General Capital Project Fund Detail (Fund 301; life-to-date for active projects)

As of October 31, 2021

				Project Snapshot: FY2013 - FY2021		FY 2022					
				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project										
Revenue											
30113230-336000	C0924	ECONOMIC DEVELOPMENT PLAN		\$ 37,500	\$ -	\$ -	\$ 37,500	\$ 37,500	\$ -		\$ 37,500
30113230-392200	C2109	LAND SALE		-	-	-	-	-	16,245		(16,245)
30131150-393500	C1315	CARDIAC MONITOR LEASE		572,485	-	-	572,485	572,485	572,485		-
30141100-336000	C1410	RUCKER RD WATERLINE		1,562,604	1,459,845	-	102,759	102,759	-		102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS		6,133,355	5,488,690	-	644,665	644,665	19,844		624,821
30141100-336000	C1927	WINDWARD TRIPLE LEFTS (FC WATER)		474,432	436,565	-	37,867	37,867	-		37,867
30141100-371001	C1927	WINDWARD TRIPLE LEFTS (NFCID)		160,137	-	-	160,137	160,137	-		160,137
30141100-371002	C1927	WINDWARD TRIPLE LEFTS (NFCID-FC)		500,002	300,977	-	199,025	199,025	12,278		186,747
30141100-336000	C1928	RUCKER ROAD - ROSWELL CONTRIBUTION		2,405,038	2,252,815	-	152,223	152,223	152,222		1
30141100-371000	C2113	ENCORE GREENWAY GATEWAY		230,000	-	-	230,000	230,000	-		230,000
30161150-371000	C1911	EQUESTRIAN CENTER (FOUNDATION)		464,608	-	-	464,608	464,608	-		464,608
30161150-371000	C1926	NORTHSIDE MOU (PARKS)		135,000	120,000	-	15,000	15,000	15,000		-
30161150-371000	C1929	COMM AG PROGRAM		25,642	24,021	-	1,621	1,621	2,555		(934)
30174150-371000	C0019	DOWNTOWN PARKING FUND		138,500	138,500	-	-	-	-		-
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)		467,450	199,850	-	267,600	267,600	267,600		-
30176100-371000	C1712	ALPHALOOP (ABC)		689,187	439,981	-	249,206	249,206	-		249,206
		subtotal				\$ -	\$ 3,134,696	\$ 3,134,696	\$ 1,058,229		\$ 2,076,467
Non-Departmental											
30190200-395000		CARRYFORWARD FUND BALANCE				\$ 2,000,000	\$ 7,532,861	\$ 9,532,861			\$ 9,532,861
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND (MATCH)				5,966,799	-	5,966,799	1,988,933		3,977,866
30190200-363000		UNREALIZED GAIN/LOSS INV				-	-	-	9,534		(9,534)
30190200-361000		INTEREST EARNINGS				100,000	-	100,000	582		99,418
		subtotal				\$ 8,066,799	\$ 7,532,861	\$ 15,599,660	\$ 1,999,049		\$ 13,600,611
		Total				\$ 8,066,799	\$ 10,667,557	\$ 18,734,356	\$ 3,057,278		\$ 15,677,078



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2021

			Project Snapshot: FY2013 - FY2021		FY 2022					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Account #	Project									
Expenditures										
Administration										
30113230-544100	C0924	ECONOMIC DEVELOPMENT PLAN	\$ 81,390	\$ 37,500	\$ -	\$ 43,890	\$ 43,890		\$ 43,890	\$ -
30113230-544100	C1300	CITY ECON DEVELOPMENT TOOLKIT	289,510	202,010	-	87,500	87,500		-	87,500
30113230-544200	C1527	VETERANS MEMORIAL	105,667	75,806	-	29,861	29,861		-	29,861
30113230-521200	C1618	CONFERENCE CENTER HOTEL RECAPTURE	745	-	-	745	745	745		-
30113230-544100	C2105	BUSINESS RECOVERY PROGRAM	150,000	50,000	-	100,000	100,000		-	100,000
		subtotal			\$ -	\$ 261,996	\$ 261,996	\$ 745	\$ 43,890	\$ 217,361
Finance										
30115150-542400	C1141	TYLER ERP SYSTEM	344,043	339,242	\$ -	\$ 4,801	\$ 4,801		\$ 1,750	\$ 3,051
		subtotal			\$ -	\$ 4,801	\$ 4,801	\$ -	\$ 1,750	\$ 3,051
Information Technology										
30117400-542400	C0900	CISCO DATA NETWORK	\$ 300,001	\$ 169,666	\$ -	\$ 130,335	\$ 130,335	\$ -	\$ 16,000	\$ 114,335
30117400-542400	C1000	GIS AERIAL MAPPING	50,001	36,562	-	13,439	13,439	2,400	10,200	839
30117400-542400	C1103	NETWORK AND VOIP	517,678	132,053	350,000	35,625	385,625	22,157	-	363,468
30117400-542400	C1312	BACKUP DATA STORAGE MGMT.	510,002	483,768	-	26,234	26,234	5,178	-	21,056
30117400-542400	C1313	TECHNOLOGY REPLACEMENT	2,862,369	2,191,370	300,000	370,999	670,999	131,549	26,119	513,331
30117400-542400	C1400	PW DATA CTR SERVER REPLACEMENT	417,504	406,908	-	10,596	10,596	10,596	-	-
30117400-542400	C1615	APP/DESKTOP VIRTUALIZATION	400,145	103,749	-	296,396	296,396	-	-	296,396
30117400-544200	C2112	IT ASSESSMENT	50,000	-	-	50,000	50,000	48,995	-	1,005
30117400-542400	C2201	CITY COUNCIL A/V REPLACEMENT	300,000	-	300,000	-	300,000	-	191,976	108,024
		subtotal			\$ 950,000	\$ 933,624	\$ 1,883,624	\$ 220,875	\$ 244,296	\$ 1,418,454
Municipal Court										
30126550-542400	C1222	RECORDS MANAGEMENT	\$ 39,600	\$ 15,960	\$ -	\$ 23,640	\$ 23,640		\$ 23,640	\$ -
		subtotal			\$ -	\$ 23,640	\$ 23,640	\$ -	\$ 23,640	\$ -



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2021

Account #Project			Project Snapshot: FY2013 - FY2021		FY 2022					Available Budget
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Public Safety										
30131150-542200	C1202	FLEET REPLACEMENT	\$ 6,541,893	\$ 5,846,109	\$ 305,000	\$ 390,784	\$ 695,784	\$ 130,533	\$ 192,317	\$ 372,934
30131150-541300	C1229	PS ROOF REPAIR	956,583	425,936	-	530,647	530,647	131,482	365,864	33,301
30131150-542100	C1315	CARDIAC MONITOR REPLACEMENT	572,485	-	-	572,485	572,485	-	572,485	0
30131150-542100	C1401	PS EQUIPMENT REPLACEMENT	1,282,722	1,051,202	211,000	20,520	231,520	17,265	64,509	149,747
30131150-541300	C1706	RAPSTC IMPROVEMENTS	492,531	173,695	-	318,836	318,836	-	102,143	216,693
30131150-542400	C2052	SECURITY SYSTEM REFRESH	132,510	109,718	-	22,792	22,792	2,082	16,965	3,745
30131150-542100	C2055	LICENSE PLATE READER PROGRAM	20,000	-	-	20,000	20,000	-	-	20,000
30131150-542200	C2206	RAPID RESCUE TRUCK	75,400	-	75,400	-	75,400	75,400	-	-
30131150-542100	C2207	LUCAS DEVICES	176,000	-	176,000	-	176,000	-	162,310	13,690
	subtotal				\$ 767,400	\$ 1,876,064	\$ 2,643,464	\$ 356,762	\$ 1,476,592	\$ 810,110
Public Works										
30141100-541410	C0041	TRAFFIC SIGNAL INTERCONNECT	\$ 279,780	\$ 264,467	\$ -	\$ 15,313	\$ 15,313	\$ 4,650	\$ 5,207	\$ 5,456
30141100-541200	C0910	TREE REPLACEMENT FUND	1,626,301	946,999	-	679,302	679,302	9,735	147,090	522,476
30141100-541200	C1008	CEMETERY AUTHORITY-MAINTENANCE	474,399	184,957	-	289,442	289,442	6,812	6,852	275,778
30141100-541410	C1207	BRIDGE MAINTENANCE	465,212	45,604	150,000	269,608	419,608	-	331,726	87,882
30141100-541410	C1215	STRIPING & SIGNAGE	1,798,588	1,522,854	200,000	75,734	275,734	62,480	62,816	150,437
30141100-541410	C1217	TRAFFIC CALMING & INTERSECTION IMP	453,584	328,482	75,000	50,102	125,102	24,238	93,388	7,475
30141100-541410	C1218	TRAFFIC SIGNAL SYSTEM MAINTENANCE	704,267	557,528	100,000	46,739	146,739	14,016	12,210	120,513
30141100-541410	C1219	MILLING AND RESURFACING	22,174,573	20,403,711	1,224,000	546,862	1,770,862	70,255	19,777	1,680,830
30141100-541410	C1220	TRAFFIC CONTROL EQUIPMENT	887,491	767,537	100,000	19,954	119,954	24,674	25,101	70,179
30141100-541410	C1221	DESIGN SERVICES	868,299	745,935	75,000	47,364	122,364	6,850	15,650	99,864
30141100-542200	C1223	FLEET REPLACEMENT	1,274,452	1,069,452	205,000	-	205,000	-	151,048	53,952
30141100-541300	C1229	FACILITY ROOF REPLACEMENT			250,000	(250,000)	-	-	-	-
30141100-541200	C1302	TREE PLANTING & LANDSCAPING IMP RUCKER RD CORRIDOR	1,122,770	796,961	265,000	60,809	325,809	3,655	4,054	318,100
30141100-541410	C1410	IMPROVEMENTS	2,361,134	2,359,256	-	1,878	1,878	-	-	1,878
30141100-541420	C1512	SIDEWALK IMPROVEMENTS	829,802	716,116	-	113,686	113,686	-	113,686	-
30141100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	6,133,355	6,110,799	-	22,556	22,556	12,438	10,118	1
30141100-541420	C1712	ALPHALOOP	1,345,313	981,032	-	364,281	364,281	7,053	123,851	233,377
30141100-541420	C1801	SIDEWALK MAINTENANCE/REPAIR	600,001	565,946	-	34,055	34,055	17,953	-	16,102
30141100-542100	C1802	PW EQUIPMENT REPLACEMENT	181,373	63,907	85,000	32,466	117,466	92,751	-	24,715
30141100-541410	C1901	TRAFFIC RESPONSIVE SYSTEM MAINT	350,000	57,538	150,000	142,462	292,462	33,656	84,334	174,472



CITY OF ALPHARETTA

Financial Management Reports

Capital Project Funds

General Capital Project Fund Detail (Fund 301; life-to-date for active projects)

As of October 31, 2021

Account #	Project	Project Snapshot: FY2013 - FY2021		FY 2022					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
30141100-541300	C1902 FIRE STATION RENOVATIONS	435,002	332,327	60,000	42,675	102,675	63,071	7,741	31,862
30141100-541300	C1904 PW HQ RENOVATIONS	128,037	117,030	-	11,007	11,007	-	4,952	6,055
30141100-541410	C1918 PEDESTRIAN SAFETY STUDY	296,115	271,545	-	24,570	24,570	-	24,570	-
30141100-541410	C1927 WINDWARD TRIPLE LEFT	1,150,655	765,534	-	385,121	385,121	-	384,104	1,017
30141100-541410	C1928 RUCKER RD - ROSWELL CONTRIBUTION	2,405,037	2,405,036	-	1	1	-	-	1
30141100-541410	C1934 WINDWARD PKWY EAST IMPROVEMENTS	11,884	-	-	11,884	11,884	11,884	-	-
30141100-541410	C1935 WINDWARD PKWY WEST IMPROVEMENTS	305,752	-	-	305,752	305,752	181,363	124,389	-
30141100-541300	C2003 HVAC REPLACEMENTS	195,001	69,925	60,000	65,076	125,076	12,925	111,000	1,151
30141100-541300	C2004 GENERATOR REPLACEMENTS	295,075	187,197	100,000	7,878	107,878	-	-	107,878
30141100-542400	C2026 TCC HARDWARE/SOFTWARE	120,000	52,175	60,000	7,825	67,825	2,280	-	65,545
30141100-541410	C2048 STREETLIGHT MAINTENANCE	189,078	49,890	80,000	59,188	139,188	22,513	39,966	76,709
30141100-542400	C2049 TRAFFIC CONTROL CTR MAINTENANCE	60,001	39,030	-	20,971	20,971	20,970	-	1
30141100-541500	C2050 REC FACILITY MAINTENANCE	90,000	19,395	30,000	40,605	70,605	4,795	-	65,810
30141100-541300	C2053 PARKING GARAGE MAINTENANCE	45,350	20,350	25,000	-	25,000	-	9,650	15,350
30141100-541410	C2113 ENCORE GREENWAY GATEWAY	230,000	-	-	230,000	230,000	-	230,000	-
30141100-544200	C2200 CITY TRASH RECEPTACLE SERVICE	50,000	-	50,000	-	50,000	7,499	34,160	8,342
30141100-541410	C2209 SCRAMBLE INTERSECTION	103,160	-	-	103,160	103,160	-	103,160	-
	subtotal			\$ 3,344,000	\$ 3,878,326	\$ 7,222,326	\$ 718,516	\$ 2,280,600	\$ 4,223,209
Recreation, Parks & Cultural Services									
30161150-541500	C0922 SYNTHETIC TURF REPLACEMENT	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 13,795	\$ 155	\$ 486,050
30161150-541500	C1221 DESIGN SERVICES	202,185	169,735	20,000	12,450	32,450	-	12,450	20,000
30161150-542200	C1232 FLEET			275,000	-	275,000	-	121,658	153,342
30161150-542100	C1402 RP EQUIPMENT REPLACEMENT	700,059	519,199	122,000	58,860	180,860	68,324	61,046	51,490
30161150-541500	C1520 WILLS PARK TENNIS CT RESURFACE	60,000	-	-	60,000	60,000	39,838	4,680	15,482
30161150-541500	C1614 THE STORIES PROJECT	50,000	28,249	12,500	9,251	21,751	-	-	21,751
30161150-541510	C1636 GREENWAY REPAIR AND MAINTENANCE	752,169	352,969	250,000	149,200	399,200	7,210	15,745	376,245
30161150-541300	C1708 GREENWAY EXT TO FORSYTH COUNTY	246,127	234,037	-	12,090	12,090	11,869	-	221
30161150-541500	C1804 PARK REPAIRS/IMPROVEMENTS	520,876	393,638	125,000	2,238	127,238	73,607	43,915	9,716
30161150-541500	C1806 PARKS PLAYGROUND EQUIPMENT	340,720	150,570	100,000	90,150	190,150	91,002	28,393	70,755
30161150-544100	C1807 PUBLIC ARTS PROGRAM	191,000	144,500	-	46,500	46,500	-	25,500	21,000
30161150-541500	C1911 EQUESTRIAN CENTER (FOUNDATION)	464,608	-	-	464,608	464,608	-	-	464,608



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of October 31, 2021

Account #	Project	Project Snapshot: FY2013 - FY2021		FY 2022					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
30161150-541500	C1920 PARK DEVELOPMENT	566,308	532,701	-	33,607	33,607	29,818	-	3,789
30161150-541500	C1926 NORTHSIDE MOU (PARKS)	135,000	110,721	-	24,279	24,279	-	4,400	19,879
30161150-541500	C1929 COMMUNITY AGRICULTURE PROGRAM	25,645	15,693	-	9,952	9,952	1,597	8,000	355
30161150-541500	C2010 PARK ENHANCEMENTS	420,001	287,299	120,000	12,702	132,702	93,580	35,281	3,841
30161150-541500	C2031 INNOVATION ACADEMY IGA	250,000	138,940	-	111,060	111,060	97,106	13,924	30
30161150-541500	C2051 FOUNTAIN MAINTENANCE	50,001	23,559	-	26,442	26,442	3,750	-	22,692
30161150-541500	C2202 ATHELETIC COURTS RESURFACING	60,000	-	60,000	-	60,000		49,133	10,867
	subtotal			\$ 1,584,500	\$ 1,123,389	\$ 2,707,889	\$ 531,496	\$ 424,279	\$ 1,752,114
Community Development									
30174150-544100	C0019 DOWNTOWN PARKING FUND	\$ 576,749	\$ 297,748	\$ -	\$ 279,001	\$ 279,001	\$ -	\$ -	\$ 279,001
30174150-544200	C1129 COMPREHENSIVE PLAN UPDATE	30,001	19,940	-	10,061	10,061	981	-	9,080
30174150-541410	C1603 DESIGN SERVICES	436,003	295,325	60,000	80,678	140,678	17,622	34,939	88,117
30174150-541410	C2107 NORTH POINT PARKWAY IMPROVEMENTS	78,500	24,375	-	54,125	54,125	4,260	49,865	0
30174150-542400	C2111 COMMUNITY DEVELOPMENT EQUIPMENT	21,000	1,978	-	19,022	19,022	-	-	19,022
30174150-521200	C2114 S MAIN ST ARC STUDY	40,000	-	-	40,000	40,000	-	-	40,000
	subtotal			\$ 60,000	\$ 482,887	\$ 542,887	\$ 22,862	\$ 84,804	\$ 435,221
Alpharetta Business Community Sidewalk Projects									
30176100-541420	C1712 ALPHALOOP	\$ 689,188	\$ 681,000	\$ -	\$ 8,188	\$ 8,188	\$ -	\$ -	\$ 8,188
	subtotal			\$ -	\$ 8,188	\$ 8,188	\$ -	\$ -	\$ 8,188
Non-Departmental									
30190200-579000	NON-ALLOCATED			\$ 1,360,899	\$ 1,674,510	\$ 3,035,409	\$ -	\$ -	\$ 3,035,409
30190200-579011	MATCH (GRANTS UNDER REVIEW)			-	386,000	386,000	-	-	386,000
30190200-521200	PROFESSIONAL SERVICES			-	14,132	14,132	9,646	4,486	0
	subtotal			\$ 1,360,899	\$ 2,074,642	\$ 3,435,541	\$ 9,646	\$ 4,486	\$ 3,421,409
Total				\$ 8,066,799	\$ 10,667,557	\$ 18,734,356	\$ 1,860,902	\$ 4,584,337	\$ 12,289,117



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of October 31, 2021

		Project Snapshot: FY2017 - FY2021		FY 2022					
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project								
Revenue									
Non-Departmental									
30290200-361000	INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 88		\$ (88)
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	1,100.37		(1,100.37)
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			1,520,000	-	1,520,000	506,667		1,013,333
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,470,037	1,470,037			1,470,037
	Total			\$ 1,520,000	\$ 1,470,037	\$ 2,990,037	\$ 507,855	\$ -	\$ 2,482,182
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	\$ 851,906	\$ 468,953	\$ 200,000	\$ 182,953	\$ 382,953	\$ 4,538	\$ 194,846	\$ 183,569
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	7,499,214	5,683,005	750,000	1,066,209	1,816,209	382,873	345,816	1,087,520
30241100-541430 C1503	STORMWATER STUDIES	500,001	219,387	200,000	80,614	280,614	28,900	56,380	195,334
30241100-541430 C1604	STORMWATER INSPECTIONS	544,055	378,924	120,000	45,131	165,131	2,494	42,637	120,000
30241100-541430 C2208	MEADOW BROOK HILLS DRAINAGE	250,000	-	250,000	-	250,000	-	216,000	34,000
30261150-541430 C1919	WILLS PARK STREAM RESTORATION	28,370	7,214	-	21,156	21,156	-	-	21,156
	subtotal			\$ 1,520,000	\$ 1,396,063	\$ 2,916,063	\$ 418,805	\$ 855,679	\$ 1,641,579
Non-Departmental									
30290200-579000	NON-ALLOCATED			-	73,974	73,974	-	-	73,974
	subtotal			-	73,974	73,974	-	-	73,974
	Total			\$ 1,520,000	\$ 1,470,037	\$ 2,990,037	\$ 418,805	\$ 855,679	\$ 1,715,553



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
 As of October 31, 2021

		Project Snapshot: FY2017 - FY2021		FY 2022					
Account #	Project	Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Revenue									
General Government									
30390200-331350	FEDERAL GRANT - CAPITAL INDIRECT	-	-	\$ 6,644,511	\$ -	\$ 6,644,511	\$ -	\$ -	\$ 6,644,511
	Total			\$ 6,644,511	\$ -	\$ 6,644,511	\$ -		\$ 6,644,511
Expenditures									
Public Works									
30141100-541410 C1219	MILLING & RESURFACING	\$ 1,176,000	\$ -	\$ 1,176,000	\$ -	\$ 1,176,000	\$ -	\$ -	\$ 1,176,000
30341100-541430 C1308	PIPE / STORM STRUCTURE REPLACEMENT	2,144,511	-	2,144,511	-	2,144,511	4,453	1,395,499	744,560
30341100-541420 C1801	SIDEWALK MAINTENANCE/REPAIR	1,324,000	-	1,324,000	-	1,324,000	-	-	1,324,000
	subtotal			\$ 4,644,511	\$ -	\$ 4,644,511	\$ 4,453	\$ 1,395,499	\$ 3,244,560
Recreation, Parks & Cultural Services									
30361150-541500 C1636	GREENWAY REPAIR/MAINTENANCE	2,000,000	-	2,000,000	-	2,000,000	411	-	1,999,589
	subtotal			\$ 2,000,000	\$ -	\$ 2,000,000	\$ 411	\$ -	\$ 1,999,589
	Total			\$ 6,644,511	\$ -	\$ 6,644,511	\$ 4,864	\$ 1,395,499	\$ 5,244,148



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Parks and Transportation Bond Fund Detail (Fund 317; life-to-date for all projects)
 As of October 31, 2021

			Project Snapshot: FY2017 - FY2021		FY 2022					
			Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	Available Budget
Account #	Project									
Revenue										
Non-Departmental										
31790200-395000	CARRYFORWARD FUND BALANCE				\$ -	\$ 5,125,103	\$ 5,125,103	\$ -		\$ 5,125,103
31790200-389000	MISCELLANEOUS REVENUS				-	108,000	108,000	-		108,000
31790200-361000	INTEREST EARNINGS				-	-	-	818		(818)
	subtotal				\$ -	\$ 5,233,103	\$ 5,233,103	\$ 818		\$ 5,232,285
	Total				\$ -	\$ 5,233,103	\$ 5,233,103	\$ 818		\$ 5,232,285
Expenditures										
31741100-541410	C1410	RUCKER RD CORRIDOR	14,651,645	14,651,644	\$ -	\$ 1	\$ 1	\$ -	\$ -	\$ 1
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)	3,400,000	2,086,791	-	1,313,209	1,313,209	171,600	-	1,141,609
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS	9,847,283	7,282,602	-	2,564,681	2,564,681	1,464,045	1,063,759	36,877
31741100-541420	C1712	ALPHALOOP	500,002	302,812	-	197,190	197,190	600	-	196,590
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT	300,899	299,137	-	1,762	1,762	-	-	1,762
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK	308,628	232,819	-	75,809	75,809	-	75,808	1
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS	1,023,622	738,045	-	285,577	285,577	4,108	196,800	84,669
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS	921,835	715,705	-	206,130	206,130	126,808	50,996	28,326
31761150-541300	C1708	GREENWAY EXT TO FORSYTH	9,842,188	9,785,098	-	57,090	57,090	44,862	11,527	701
31761150-541300	C1709	EASTSIDE COMMUNITY CTR	2,519,187	2,428,687	-	90,500	90,500	-	90,500	0
31741100-579000	PW RESERVE		397,468	-	-	397,468	397,468	-	-	397,468
31761150-579000	PARKS RESERVE		43,686	-	-	43,686	43,686	-	-	43,686
	Total				\$ -	\$ 5,233,103	\$ 5,233,103	\$ 1,812,023	\$ 1,489,390	\$ 1,931,690



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST Fund Detail (Fund 335; life-to-date for all projects)
 As of October 31, 2021

Account #	Project	Project Snapshot: FY2017 - FY2021		FY 2022					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Revenue									
Non-Departmental									
33590200-395000	CARRYFORWARD FUND BALANCE			\$ 17,160,000	\$ 17,198,330	\$ 34,358,330	\$ -		\$ 34,358,330
33590200-313400	TSPLOST			7,615,000	-	7,615,000	3,288,654		4,326,346
33541100-361000	INTEREST EARNINGS			225,000	-	225,000	5,327		219,673
	Total			\$ 25,000,000	\$ 17,198,330	\$ 42,198,330	\$ 3,293,980		\$ 38,904,350
Expenditures									
33541100-541410	ROADWAY IMPROVEMENTS	\$ 121,980	\$ 96,301	\$ -	\$ 25,679	\$ 25,679	\$ 1,675	\$ 24,004	\$ 0
33541100-541410	C1631 MCGINNIS RD IGA (FORSYTH)	5,400,000	69,300	-	5,330,700	5,330,700	-	-	5,330,700
33541100-541410	C1713 KIMBALL BR RD OP IMPROVEMENTS	1,359,742	1,066,827	-	292,915	292,915	5,554	241,950	45,411
	BETHANY RD @ MID BROADWELL								
33541100-541410	C1714 RD	1,174,152	1,174,001	-	151	151	-	-	151
33541100-541410	C1715 BETHANY RD @ MAYFIELD RD	1,649,038	1,648,759	-	279	279	-	-	279
33541100-541410	C1717 OLD MILTON PKWY CAPACITY IMP	5,579,474	1,297,996	2,000,000	2,281,478	4,281,478	8,333	2,273,144	2,000,001
33541100-541410	C1800 HAYNES BRIDGE RD IMP	197,826	187,598	-	10,228	10,228	-	10,228	0
33541100-541410	C1932 ACADEMY ST IMPROVEMENTS	289,575	275,490	-	14,085	14,085	-	14,085	-
	WEBB BRIDGE RD (DESIGN-PROJ.								
33541100-541410	C1933 MGMT., ETC.)	23,876,397	714,183	23,000,000	162,214	23,162,214	3,215	158,998	23,000,001
	WINDWARD PKWY EAST								
33541100-541410	C1934 IMPROVEMENTS	1,615,349	930,761	-	684,588	684,588	321,748	362,327	514
	WINDWARD PKWY WEST								
33541100-541410	C1935 IMPROVEMENTS	996,284	800,330	-	195,954	195,954	177,978	-	17,976
33541100-541410	C2054 GA 400 BRIDGES (WEBB; KIMBALL)	4,886,001	737,429	-	4,148,572	4,148,572	-	4,148,571	1
	WEBB BR RD PHASE 4 (NPP TO								
33541100-541410	C2104 GREENWAY)	692,508	192,845	-	499,663	499,663	104,225	395,438	0
33541100-541410	C2113 ENCORE GREENWAY GATEWAY	230,001	130,002	-	99,999	99,999	-	99,998	1
	WEBB BRIDGE RD PHASE 1								
33541100-541410	C2211 (WESTWIND TO GREENWAY	874,800	-	-	874,800	874,800	157,033	717,767	-
	GREENWAY EXTENSION TO								
33561150-541300	C1708 FORSYTH	1,000,000	799,437	-	200,563	200,563	200,563	-	0
33590200-579000	CONTINGENCY			-	2,376,462	2,376,462	-	-	2,376,462
	Total			\$ 25,000,000	\$ 17,198,330	\$ 42,198,330	\$ 980,323	\$ 8,446,511	\$ 32,771,496



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of October 31, 2021

Account #			Project		Project Snapshot: FY2013 - FY2021		FY 2022					Available Budget												
					Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances													
Revenue																								
27074110-341321		IMPACT FEES STREETS & HIGHWAYS	\$	2,480,557	\$	2,480,557	\$	-	\$	-	\$	153,468	\$	(153,468)										
27074110-341323		IMPACT FEES RECREATION & PARKS		5,775,234		5,775,234		-		-		598,700		(598,700)										
27074110-341324		IMPACT FEES PUBLIC SAFETY		914,362		914,362		-		-		20,413		(20,413)										
27074110-395000		CARRYFORWARD FUND BALANCE		3,809,715		-	1,443,100	2,366,615	3,809,715		-		3,809,715											
27074110-363000		UNREALIZED GAIN/LOSS					-	-	-		1,685		(1,685)											
27074110-361000		INTEREST EARNINGS		229,398		229,398		-		-		221		(221)										
Total							\$	1,443,100	\$	2,366,615	\$	3,809,715	\$	774,486	\$	3,035,229								
Expenditures																								
Public Safety																								
27031150-544200	C2206	RAPID RESCUE TRUCK	\$	124,600	\$	-	\$	124,600	\$	124,600	\$	124,100	\$	-	\$	500								
subtotal							\$	124,600	\$	-	\$	124,600	\$	124,100	\$	-	\$	500						
Public Works																								
27041100-541410	C1410	RUCKER RD CORRIDOR	\$	1,076,377	\$	798,682	\$	-	\$	277,695	277,695	\$	6,750	\$	-	\$	270,945							
27041100-541410	C1723	TEASLEY ST IMPROVEMENTS		56,925		38,125		-		18,800	18,800		-		-		18,800							
27041100-541410	C2012	HOPEWELL/VAUGHAN ROUNDABOUT		28,205		16,553		-		11,652	11,652		-		11,652		-							
27041100-541410	C2107	NORTH POINT PARKWAY IMPROVEMENTS		1,250,000		-	1,250,000		-	1,250,000		-		-		1,250,000								
subtotal							\$	1,250,000	\$	308,147	\$	1,558,147	\$	6,750	\$	11,652	\$	1,539,745						
Recreation, Parks & Cultural Services																								
27061150-541200	C1708	GREENWAY EXT TO FORSYTH		1,251,403		1,130,190	\$	-	\$	121,213	\$	121,213	\$	90,728	\$	30,485	\$	1						
27061150-541500	C1911	EQUESTRIAN CENTER (CITY)		463,679		-		-		463,679	463,679		-		-		463,679							
subtotal							\$	-	\$	584,892	\$	584,892	\$	90,728	\$	30,485	\$	463,680						
Non-Departmental																								
27074110-521200		PROFESSIONAL SERVICES					\$	68,500	\$	-	\$	68,500	\$	-	\$	-	\$	68,500						
27074110-579001		NON-ALLOCATED STREETS & HIGHWAYS						-		347,397	347,397		-		-		347,397							
27074110-579002		NON-ALLOCATED RECREATION & PARKS						-		556,714	556,714		-		-		556,714							
27074110-579003		NON-ALLOCATED PUBLIC SAFETY						-		69,465	69,465		-		-		69,465							
27041100-579011		MATCH (GRANTS UNDER REVIEW)						-		500,000	500,000		-		-		500,000							
subtotal							\$	68,500	\$	1,473,576	\$	1,542,076	\$	-	\$	-	\$	1,542,076						
Total													\$	1,443,100	\$	2,366,615	\$	3,809,715	\$	221,578	\$	42,137	\$	3,546,001

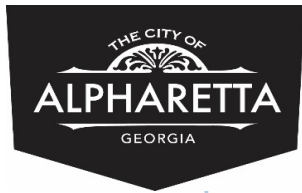


CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of October 31, 2021

		Project Snapshot: FY2013 - FY2021		FY 2022					Available Budget
		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
Account #	Project								
Revenue									
27590150-314100	HOTEL/MOTEL TAXES	58,867,905	53,367,905	\$ 5,500,000	\$ -	\$ 5,500,000	\$ 1,965,278		\$ 3,534,722
27590150-319201	PENALTY/INTEREST HOTEL/MOTEL TAXES	20,654	20,654	-	-	-	8,944		(8,944)
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	455		(455)
27590150-361000	INTEREST EARNINGS	10,446	446	10,000	-	10,000	84		9,916
	subtotal			\$ 5,510,000	\$ -	\$ 5,510,000	\$ 1,974,760		\$ 3,535,240
Non-Departmental									
27590150-395000	CARRYFORWARD FUND BALANCE	1,311,313	-	\$ 304,713	\$ 1,006,600	\$ 1,311,313	\$ -		\$ 1,311,313
	subtotal			\$ 304,713	\$ 1,006,600	\$ 1,311,313	\$ -		\$ 1,311,313
	Total			\$ 5,814,713	\$ 1,006,600	\$ 6,821,313	\$ 1,974,760		\$ 4,846,553
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	25,595,451	23,189,201	\$ 2,406,250	\$ -	\$ 2,406,250	\$ 823,798	\$ -	\$ 1,582,452
	subtotal			\$ 2,406,250	\$ -	\$ 2,406,250	\$ 823,798	\$ -	\$ 1,582,452
City/Other									
27590150-521200	PROFESSIONAL SERVICES	29,115	23,115	\$ 6,000	\$ -	\$ 6,000	\$ 2,915	\$ -	\$ 3,085
27590150-579006	DEBT SERVICE RESERVE	127,578	-	-	127,578	127,578	-	-	127,578
27590150-611100	CITY OF ALPHARETTA DISTRIBUTION	22,337,669	20,275,169	2,062,500	-	2,062,500	706,113	-	1,356,387
	subtotal			\$ 2,068,500	\$ 127,578	\$ 2,196,078	\$ 709,028	\$ -	\$ 1,487,050
Tourism Product Development									
27590150-541500	C1911 EQUESTRIAN CENTER	38,740	37,810	\$ -	\$ 930	\$ 930	\$ 929	\$ -	\$ 1
27590450-541500	C2011 WILLS PARK MASTER PLAN	1,061,261	183,169	-	878,092	878,092	19,448	38,002	820,642
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	1,535,000	940,000	595,000	-	595,000		-	595,000
27590151-582100	INTEREST PAYMENT (2016 CONF CTR BOND)	4,628,442	3,883,479	744,963	-	744,963	372,481	-	372,482
	subtotal			\$ 1,339,963	\$ 879,022	\$ 2,218,985	\$ 392,858	\$ 38,002	\$ 1,788,125
	Total			\$ 5,814,713	\$ 1,006,600	\$ 6,821,313	\$ 1,925,684	\$ 38,002	\$ 4,857,627

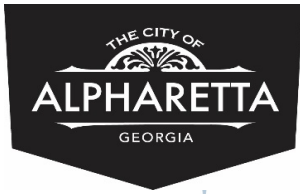


OTHER REPORTS



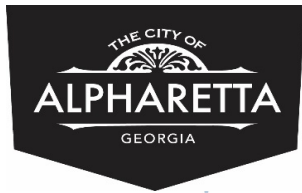
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2021

Vendor	Description	Department	\$ Amount
A.B. GYMNASTICS LLC	INSTRUCTORS, CLASSES FOR THE P	Rec., Parks & Cultural Services	\$ 11,084.62
ACOMFORT BY DESIGN	FACILITY REPAIR & MAINTENANCE	Public Works	\$ 12,666.88
ACOMFORT BY DESIGN	HVAC REPLACEMENTS	Public Works	\$ 12,925.00
AFLAC	VOL VARIOUS INSURANCE	General Government	\$ 10,979.72
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Various Departments	\$ 469,091.88
ALPHARETTA	ALPHA CONV & VISITORS BRU	General Government	\$ 201,191.30
ALPHARETTA AMBUSH	PROFESSIONAL SERVICES for SOCC	Rec., Parks & Cultural Services	\$ 26,256.75
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 10,437.02
AMERICAN FACILITY	ROADSIDE, GROUNDS, RECREATIONA	Rec., Parks & Cultural Services	\$ 13,845.00
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES	Public Safety	\$ 17,456.16
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Various Departments	\$ 36,454.14
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Various Departments	\$ 6,947.89
ATLANTA SWIM ASSOC	SPORTS PROFESSIONALS SERVICES	Rec., Parks & Cultural Services	\$ 6,384.00
BELFORD	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 7,000.00
BNY MELLON	NOVEMBER BOND PAYMENT	General Government	\$ 1,686,241.50
BOVIS KYLE & BURCH L	OLIVERI, LEL CLAIM 25K DEDUCTIBLE	Risk Management	\$ 5,339.00
BOVIS KYLE & BURCH L	PROFESSIONAL SERVICES	Legal Services	\$ 87,217.61
BOVIS KYLE & BURCH L	PROFESSIONAL SERVICES	Various Departments	\$ 59,784.92
CAMBRIDGE INVESTMENT	CONSULTING FEE	Finance	\$ 9,391.25
CAPITAL ANALYTICS	NEWSPAPER AND PUBLICATION ADVE	City Administration	\$ 7,500.00
CARDIOTRONIX	CARDIOVASCULAR INSTRUMENTATION	Public Safety	\$ 10,548.95
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 12,977.97
CINCINNATI LIFE	CINCINNATI LIFE WITHHOLDING	General Government	\$ 5,380.42
CITY OF MILTON	LAND & BUILDING RENTAL	Municipal Court	\$ 6,775.00
CITY OF ROSWELL	FIREMAN TRAINING AND INSTRUCTIONS	Public Safety	\$ 44,247.75
CMES	KIMBALL BR RD IMPROVEMENTS	Public Works	\$ 400,301.75



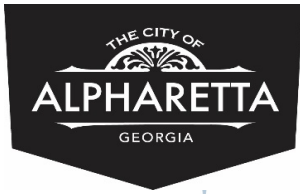
CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended October 31, 2021

Vendor	Description	Department	\$ Amount
COBB COUNTY TRACTOR	PW EQUIPMENT REPLACEMENT	Public Works	\$ 78,500.00
COLUMBIA ENGINEERING	NORTH POINT PKWY IMP	Community Development	\$ 49,791.24
CRABAPPLE TURF	CONSTRUCTION SERVICES, GENERAL	Rec., Parks & Cultural Services	\$ 13,300.03
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 5,383.30
CREATIVE ACADEMICS L	SOCCER EQUIPMENT INNOVATION AC	Rec., Parks & Cultural Services	\$ 10,837.86
CUMBERLAND LANDSCAPE	TRASH SERVICES	Various Departments	\$ 11,749.02
CURBCO INC	CONSTRUCTION, SIDEWALK AND DRI	Rec., Parks & Cultural Services	\$ 12,450.00
CW MATTHEWS CONTRACT	RUCKER RD CORRIDOR & RETAINAGE RELEASE	Public Works	\$ 242,868.63
DATA MEDIA ASSOCIATE	FA STATEMENTS AND 2021 TAXES	Finance	\$ 18,132.98
DELL MARKETING LP	MICROCOMPUTERS, DESKTOP OR TOW	Information Technology	\$ 19,780.00
DIVERSE COMPUTING IN	SOFTWARE MAINTENANCE/SUPPORT	Public Safety	\$ 5,900.00
ED CASTRO LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONA	Rec., Parks & Cultural Services	\$ 8,035.58
ELARBEE THOMPSON	CLAIMS (PUBLIC ENT LIABILITY)	Risk Management	\$ 6,803.50
ESIS INC	MONTHLY INVOICE WC	Risk Management	\$ 5,725.84
EXCELLERE CONSTRUCTI	WEBB BRIDGE RD PHASE 1	Public Works	\$ 50,006.36
FULTON COUNTY BOARD	SEPT 2021 STATE REPORTS	Public Safety	\$ 7,733.75
FULTON COUNTY-DEPT O	WATER AND SEWER UTILITIES	Various Departments	\$ 5,751.85
GARLAND DBS INC	PS ROOF REPAIR/REPLACEMENT	Public Safety	\$ 129,259.25
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 170,613.21
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 6,890.28
GEORGIA SUPERIOR COU	SEPTEMBER STATE REPORTS	Public Safety	\$ 33,833.81
GLUCK PROPERTIES LLC	CURRENT YEAR PROPERTY TAXES	General Government	\$ 5,559.65
GREENTREE SHAVINGS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,740.00
HYATT PLACE ATLANTA	DELINQUENT PROPERTY TAXES	General Government	\$ 27,713.43
INTEGRATED CONSTR	GREENWAY EXT TO FORSYTH	Rec., Parks & Cultural Services	\$ 268,490.38
INTEGRATED CONSTR	GREENWAY EXT TO FORSYTH AND RETAINAGE PAYABLE	Rec., Parks & Cultural Services	\$ 36,151.31



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended October 31, 2021

Vendor	Description	Department	\$ Amount
IPR SOUTHEAST LLC	PIPE AND PIPE FITTINGS MAINTEN	Public Works	\$ 26,343.00
LAYER 3 COMMUNICATIO	IT ASSESSMENT	Information Technology	\$ 25,000.00
LAZY GRASS LLC	TURF, ARTIFICIAL, INDOOR AND O	Rec., Parks & Cultural Services	\$ 10,500.00
LD GYMNASTICS INC	GYMNASTICS CLASSES	Rec., Parks & Cultural Services	\$ 17,444.22
MIYAGI'S FENCE PAINI	FENCE INSTALLATION, MAINTENANC	Rec., Parks & Cultural Services	\$ 16,622.50
NORTH FULTON REGIONA	Q1-FY22 SUBSIDY ALLOCATION	Various Departments	\$ 110,417.75
PEACE OFFICERS ANNUI	SEPT 2021 STATE REPORTS	Public Safety	\$ 8,030.13
POND & COMPANY	DESIGNING SERVICES	Various Departments	\$ 15,044.55
POND & COMPANY	WEBB BR RD (NPP TO GREENWAY)	Public Works	\$ 85,967.58
PREMIER EVENTS LLC	EVENT PLANNING SERVICES	Rec., Parks & Cultural Services	\$ 12,500.00
QUESTO, INC.	NEWSPAPER AND PUBLICATION ADVE	City Administration	\$ 8,800.00
RCS PRODUCTIONS	WIRE AND WOOD	Rec., Parks & Cultural Services	\$ 35,400.00
RCS PRODUCTIONS	WIRE & WOOD AND FOOD TRUCK ALL	Rec., Parks & Cultural Services	\$ 30,786.00
RUPPERT LANDSCAPE	GROUNDS MAINTENANCE: MOWING, E	Public Works	\$ 37,789.48
RUSSELL LANDSCAPE	GROUNDS MAINTENANCE: MOWING, E	Public Works	\$ 17,026.16
SAVATREE LLC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 21,080.00
SAWNEE ELECTRIC MEMB	ELECTRICITY UTILITIES	Various Departments	\$ 33,797.06
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	\$ 55,488.25
SOL CONSTRUCTION LLC	WINDWARD PKWY IMP	Public Works	\$ 579,557.91
SOUTHERN HYDRO VAC I	SW PIPE & STRUCTURE R&M	Public Works	\$ 16,312.00
SOUTHERN HYDRO VAC I	PIPELINE EQUIPMENT MAINTENANCE	Public Works	\$ 6,000.20
SPYGLASS GROUP LLC	CONSULTING FEE	General Government	\$ 22,344.96
SUNTRUST PCARD	PCARD	Various Departments	\$ 118,938.15
SUNTRUST PCARD	PCARD	Various Departments	\$ 17,962.89
TERRAMARK LAND	STORMWATER INVENTORY UPDATES	Public Works	\$ 6,850.00
THE F. A. BARTLETT T	TREE AND SHRUB REMOVAL SERVICE	Public Works	\$ 8,460.00



CITY OF ALPHARETTA
Financial Management Reports
Listing of Payments \$5,000 and greater
for the month ended October 31, 2021

Vendor	Description	Department	\$ Amount
THE F. A. BARTLETT T	ARBORIST SERVICES	Public Works	\$ 7,703.00
TIOMAN CONSTRUCTION	STRIPING STREETS	Public Works	\$ 7,096.37
TIOMAN CONSTRUCTION	MARKERS, PLAQUES AND TRAFFIC C	Public Works	\$ 16,135.00
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONA	Rec., Parks & Cultural Services	\$ 25,355.24
TURFPLANNER OF GEORGI	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 6,000.00
VERISTOR SYSTEMS INC	NETWORKING SERVICES (INCLUDING	Public Works	\$ 10,650.00
VERIZON WIRELESS SER	TELEPHONE SERVICES, CELLULAR	Various Departments	\$ 14,065.65
VERIZON WIRELESS SER	TELECOMMUNICATION SERVICES	Various Departments	\$ 6,726.50



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended October 31, 2021

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
22000343	Cardiotronix LLC	Public Safety	\$ 10,548.95	Medical equipment maintenance and support
22000344	Signature Tennis Courts Inc	Rec, Parks & Cultural Services	\$ 49,133.00	Resurfacing of Webb Bridge Park tennis courts
22000345	Lowe Engineers LLC	Public Works	\$ 18,900.00	Stormwater asset management assessment
22000346	Across the Street Productions Inc	Public Safety	\$ 9,000.00	Blue Card Train the Trainer course for (2) employees
22000349	Meer Electrical Contractors Inc	Rec, Parks & Cultural Services	\$ 5,922.92	Add automatic locks with timers at Innovation Academy home and visitor restrooms
22000350	Capital Biz Group LLC	Administration	\$ 7,500.00	Advertisement in Focus Atlanta publication for economic development purposes
22000353	PB Parent LLC	Public Works	\$ 11,755.68	Alarm equipment maintenance and repair at multiple facilities
22000358	Atlanta Swim Association LLC	Rec, Parks & Cultural Services	\$ 6,384.00	Swim meet registration fees
22000360	Radarsign LLC	Public Works	\$ 12,683.00	(4) solar power radar signs
22000362	Radarsign LLC	Public Works	\$ 7,315.00	(3) AC power radar signs
22000369	Capital City Electrical Services LLC	Public Works	\$ 17,318.00	Install (2) new decorative posts and fixtures on Encore Pkwy
22000370	Lad of the Land LLC	Rec, Parks & Cultural Services	\$ 8,000.00	Community agriculture instructor
22000372	SavATree LLC	Rec, Parks & Cultural Services	\$ 7,595.00	Tree removal services at North Park
22000381	Cumberland Landscape Group LLC	Rec, Parks & Cultural Services	\$ 6,750.00	Trash removal services at Wire and Wood event
22000382	William Lester Brannen Jr	Rec, Parks & Cultural Services	\$ 8,280.00	Kid safe certified mulch at Webb Zone and Windward Community Park playgrounds
22000387	Schnabel Inc	Public Works	\$ 13,000.00	Full site analysis of auxiliary spillway at Windward Lake Dam
22000392	Meer Electrical Contractors Inc	Rec, Parks & Cultural Services	\$ 8,102.01	Electrical services for Season of Celebration
22000394	Billy Howell Ford	Rec, Parks & Cultural Services	\$ 29,915.52	(1) 2022 Ford F-250 Truck
22000395	YBA Shirts Inc	Rec, Parks & Cultural Services	\$ 14,620.60	Basketball uniforms

**City of Alpharetta
Balance Sheet
Governmental Funds
October 31, 2021**

	Major Governmental Funds					Non-Major Governmental Funds	Total Governmental Funds
	General Fund	Capital Project Fund	Capital Grant Fund	Construction Bond Fund	T-SPLOST Capital Fund		
ASSETS							
Cash / Cash Equivalents / Investments	\$ 29,921,149	\$ 9,579,598	\$ 1,528,209	\$ 3,507,009	\$ 37,621,172	\$ 12,910,671	\$ 95,067,809
Receivables (net of allowance for uncollectibles)							
Taxes Receivable							
Property Taxes	23,028,999	-	-	-	-	4,464,341	27,493,340
Other Taxes	476,675	-	-	-	-	24,079	500,754
Interest	-	-	-	-	-	-	-
Accounts	-	-	-	-	-	-	-
Due from Other Funds	1,488,397	-	-	-	-	-	1,488,397
Prepaid Items	-	-	-	-	-	-	-
Intergovernmental Receivable	32,048	240,679	50,000	-	843	23,946	347,516
Cash - Restricted	159,076	4,209,854	-	-	-	-	4,368,930
Total Assets	55,106,345	14,030,132	1,578,209	3,507,009	37,622,015	17,423,037	129,266,747
LIABILITIES AND FUND BALANCES							
Liabilities							
Current							
Accounts Payable	374,495	25,882	-	-	-	10,704	411,080
Retainage Payable	-	158,863	-	119,612	125,956	3,318	407,749
Intergovernmental Payable	-	2,896,435	50,000	-	-	-	2,946,435
Arbitrage Payable	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct							
Claims Payable	-	-	-	-	-	-	-
Payroll Payable	69,496	-	-	-	-	5,256	74,752
Due to Other Funds	-	-	457,794	73,498	823,228	689	1,355,210
Deferred Revenue	23,545,964	240,679	-	-	843	7,833,993	31,621,479
Unearned Revenue	710,388	-	-	-	-	-	710,388
Teen Driving/Donation	-	-	-	-	-	-	-
T.A.D Payment to County	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-
Non-Current							
Unclaimed Property	20,710	-	-	-	-	-	20,710
Claims Payable	59,220	-	-	-	-	-	59,220
Total Liabilities	24,780,273	3,321,860	507,794	193,111	950,027	7,853,960	37,607,024
Fund Balances:							
Restricted for:							
Capital Projects	-	-	1,070,416	3,313,898	36,671,988	4,352,834	45,409,135
Law Enforcement	-	-	-	-	-	197,558	197,558
Emergency Telephone Activities	-	-	-	-	-	1,635,229	1,635,229
Grant Projects	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	365,680	365,680
Promotion of Tourism	-	-	-	-	-	1,356,676	1,356,676
Assigned for:							
Grant Projects	-	-	-	-	-	105,332	105,332
Capital Projects	-	10,708,273	-	-	-	-	10,708,273
2022 Fiscal year Expenditures	5,289,252	-	-	-	-	-	5,289,252
Unassigned	25,036,820	-	-	-	-	1,555,768	26,592,589
Total Fund Balances	30,326,072	10,708,273	1,070,416	3,313,898	36,671,988	9,569,077	91,659,723
Total Liabilities and Fund Balances	\$ 55,106,345	\$ 14,030,132	\$ 1,578,209	\$ 3,507,009	\$ 37,622,015	\$ 17,423,037	\$ 129,266,747

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended October 31, 2021

	Major Governmental Funds					Non-Major	Total
	General	Capital	Capital	S2016 Const	T-SPLOST	Governmental	Governmental
	Fund	Project Fund	Grant Fund	Bond Fund	Capital Fund	Funds	Funds
REVENUES							
Taxes:							
Property Tax	\$ 4,724,057	\$ -	\$ -	\$ -	\$ -	\$ 1,974,222	\$ 6,698,279
Local Option Sales Tax	4,821,138	-	-	-	-	789,763	5,610,901
Transportation SPLOST	-	-	-	-	3,288,654	-	3,288,654
Other Taxes	6,439,900	-	-	-	-	656,226	7,096,126
Licenses and permits	1,111,710	-	-	-	-	772,581	1,884,291
Intergovernmental	68,527	439,665	1,003,077	-	-	90,208	1,601,477
Charges for services	1,217,550	-	-	-	-	87,472	1,305,022
Impact Fees	-	-	-	-	-	4,000	4,000
Fines/Forfeitures	778,619	-	-	-	-	(18,217)	760,402
Investment earnings (Loss)	(44,982)	(10,838)	(2,699)	818	5,327	-	(52,375)
Contributions and Donations	59,752	29,822	-	-	-	-	89,575
Misc Revenue	21,341	-	-	-	-	-	21,341
Other	-	-	-	-	-	-	-
Total revenues	19,197,612	458,650	1,000,377	818	3,293,980	4,356,255	28,307,692
EXPENDITURES							
Current:							
Unallocated	-	-	-	-	-	823,798	823,798
General government	3,925,881	231,266	-	-	-	9,165	4,166,312
Public safety	11,384,765	356,762	-	-	-	1,902,001	13,643,529
Public works	2,786,439	718,516	16,135	1,767,161	779,760	430,008	6,498,019
Economic and community development	1,301,371	22,862	82,189	-	-	-	1,406,422
Alpharetta Business Community	-	-	-	-	-	-	-
Culture and recreation	3,354,862	531,496	-	44,862	200,563	161,516	4,293,298
Contingency	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-
Debt service:							
Principal	-	-	-	-	-	-	-
Interest	44,820	-	-	-	-	1,641,422	1,686,242
Other Costs	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	22,798,139	1,860,902	98,324	1,812,023	980,323	4,967,909	32,517,619
Excess (deficiency) of revenues over (under) expenditures	(3,600,527)	(1,402,252)	902,053	(1,811,205)	2,313,658	(611,654)	(4,209,928)
OTHER FINANCING SOURCES (USES)							
Transfers in	706,113	1,988,933	-	-	-	-	2,695,046
Transfers out	(506,667)	-	-	-	-	(199,446)	(706,113)
Loan Proceeds	-	-	-	-	-	-	-
Capital Leases	(1,988,933)	572,485	-	-	-	-	(1,416,448)
Sale of capital assets	23,425	-	-	-	-	-	23,425
Sale of non-capital assets	14,332	-	-	-	-	-	14,332
Land Sale	-	16,245	-	-	-	-	16,245
Insurance Proceeds	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-
Total other financing sources and (uses)	(1,751,730)	2,577,663	-	-	-	(199,446)	626,487
Net change in fund balances	(5,352,257)	1,175,411	902,053	(1,811,205)	2,313,658	(811,100)	(3,583,441)
Fund balances - beginning	35,678,330	9,532,862	168,362	5,125,103	34,358,330	10,380,177	95,243,164
Fund balances - ending	\$ 30,326,072	\$ 10,708,273	\$ 1,070,416	\$ 3,313,898	\$ 36,671,988	\$ 9,569,077	\$ 91,659,723

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
October 31, 2021

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Federal Confiscated Assets	State Confiscated Assets	Grant Operating	E911	American Rescue ACT	Debt Service Fund	Stormwater Capital Fund	Governmental Funds
ASSETS										
Cash / Cash Equivalents / Investments	\$ 1,356,048	\$ 4,356,151	\$ 156,761	\$ 42,296	\$ 105,475	\$ 1,652,112	\$ 3,317,597	\$ 368,463	\$ 1,555,768	\$ 12,910,671
Taxes Receivable	24,079	-	-	-	-	-	-	-	-	24,079
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	4,464,341	-	4,464,341
Intergovernmental Receivable	-	-	-	-	23,946	-	-	-	-	23,946
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,380,127	4,356,151	156,761	42,296	129,421	1,652,112	3,317,597	4,832,804	1,555,768	17,423,037
LIABILITIES										
Accounts Payable	-	-	-	-	144	7,571	206	2,783	-	10,704
Retainage Payable	-	3,318	-	-	-	-	-	-	-	3,318
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	809	-	-	4,448	-	-	-	5,256
Due to Other Fund	-	-	689	-	-	-	-	-	-	689
Deferred Revenue	23,451	-	-	-	23,946	-	3,322,256	4,464,341	-	7,833,993
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	23,451	3,318	1,498	-	24,089	12,019	3,322,461	4,467,124	-	7,853,960
FUND BALANCES										
Restricted:										
Capital Projects	-	4,352,834	-	-	-	-	-	-	-	4,352,834
Law Enforcement	-	-	155,262	42,296	-	-	-	-	-	197,558
Promotion of Tourism	1,356,676	-	-	-	-	-	-	-	-	1,356,676
Emergency Telephone Activities	-	-	-	-	-	1,640,093	(4,864)	-	-	1,635,229
Debt Service	-	-	-	-	-	-	-	365,680	-	365,680
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	105,332	-	-	-	-	105,332
Unassigned:	-	-	-	-	-	-	-	-	1,555,768	1,555,768
Total Fund Balances	1,356,676	4,352,834	155,262	42,296	105,332	1,640,093	(4,864)	365,680	1,555,768	9,569,077
Total Liabilities and Fund Balances	\$ 1,380,127	\$ 4,356,151	\$ 156,761	\$ 42,296	\$ 129,421	\$ 1,652,112	\$ 3,317,597	\$ 4,832,804	\$ 1,555,768	\$ 17,423,037

City of Alpharetta
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-major Governmental Funds
For the Period Ended October 31, 2021

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Confiscated Assets	State Confiscated Assets	Grant Operations	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 1,974,222	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,974,222
Property tax	-	-	-	-	-	-	-	789,763	-	789,763
Charges for Service	-	-	-	-	50,000	606,226	-	-	-	656,226
Impact Fees	-	772,581	-	-	-	-	-	-	-	772,581
Forfeiture Income	-	-	81,231	8,977	-	-	-	-	-	90,208
Intergovernmental	-	-	-	-	5,000	82,472	-	-	-	87,472
Contributions & Donations	-	-	-	-	4,000	-	-	-	-	4,000
Investment Earnings (Loss)	(3,176)	(7,886)	-	-	(201)	(2,922)	-	(1,902)	(2,131)	(18,217)
Other	-	-	-	-	-	-	-	-	-	-
Total revenues	1,971,046	764,695	81,231	8,977	58,799	685,776	-	787,861	(2,131)	4,356,255
EXPENDITURES:										
Tourism	823,798	-	-	-	-	-	-	-	-	823,798
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	20,377	90,728	-	-	50,000	-	411	-	-	161,516
Public Safety	-	124,100	-	93,649	3,075	1,681,177	-	-	-	1,902,001
Public Works	-	6,750	-	-	-	-	4,453	-	418,805	430,008
General Government	2,915	-	-	-	1,500	-	-	4,750	-	9,165
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	372,481	-	-	-	-	-	-	1,268,940	-	1,641,422
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	1,219,571	221,578	-	93,649	54,575	1,681,177	4,864	1,273,690	418,805	4,967,909
Excess (deficiency) of revenues over expenditures	751,474	543,118	81,231	(84,672)	4,224	(995,401)	(4,864)	(485,830)	(420,936)	(611,654)
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(706,113)	-	-	-	-	-	-	-	506,667	(199,446)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(706,113)	-	-	-	-	-	-	-	506,667	(199,446)
Net change in fund balances	45,362	543,118	81,231	(84,672)	4,224	(995,401)	(4,864)	(485,830)	85,731	(811,100)
Fund balances - beginning	1,311,314	3,809,716	74,031	126,968	101,107	2,635,494	-	851,509	1,470,037	10,380,177
Fund balances - ending	\$ 1,356,676	\$ 4,352,834	\$ 155,262	\$ 42,296	\$ 105,332	\$ 1,640,093	\$ (4,864)	\$ 365,680	\$ 1,555,768	\$ 9,569,077

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
October 31, 2021

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 2,059,532
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	17,273
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,076,806</u>
Noncurrent Assets:	
Restricted Cash, Cash Equivalents, and Investments	-
Total Restricted Assets	<u>-</u>
Other	-
Capital Assets	
Buildings and System	-
Machinery and Equipment	-
Less Accumulated Depreciation	-
Total Capital Assets (net of accumulated depreciation)	<u>-</u>
Total Noncurrent Assets	<u>-</u>
Total Assets	<u>2,076,806</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	623
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	4,403
Payroll Liabilities	368
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	300
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>5,695</u>
Current Liabilities Payable from Restricted Assets:	
Revenue Bonds Payable	-
Total Current Liabilities Payable from Restricted Assets	<u>-</u>
Noncurrent Liabilities:	
Customer Deposits	-
Compensated Absences less Current Portion	-
Revenue Bonds Payable	-
Total Noncurrent Liabilities	<u>-</u>
Total Liabilities	<u>5,695</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,071,111
Total Net Assets	<u>2,071,111</u>
Total Liabilities & Net Assets	<u>\$ 2,076,806</u>

City of Alpharetta
Enterprise Fund - Solid Waste
Statement of Revenues, Expenses, and Changes in Net Position
For the Period Ended October 31, 2021

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 2,686,010
Misc Revenue	-
Total operating revenues	<u>2,686,010</u>
Operating expenses:	
Administration	5,504,772
Non-departmental	-
Total operating expenses	<u>5,504,772</u>
Operating Gain (loss)	(2,818,763)
Non-operating revenues (expenses):	
Investment earnings (Loss)	<u>(3,866)</u>
Total non-operating revenue (expenses)	<u>(3,866)</u>
Income (loss) before transfers	(2,822,629)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(2,822,629)
Total net assets-beginning	<u>801,967</u>
Total net assets-ending (net of encumbrances)	<u>(2,020,662)</u>
Adjustments to GAAP basis:	
Encumbrances	4,091,773
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 2,071,111</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of October 31, 2021

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Revenues					
99575100-346900	Bond Application Fee	\$ -	\$ -	\$ -	\$ -
99575100-371000-C1532	ATC Operational Funding (COA)	95,000	95,000	-	-
99575100-381000-C1535	Innovation Center Operations (ATC)	18,800	4,827	-	13,973
	subtotal	\$ 113,800	\$ 99,827	\$ -	\$ 13,973
(1) 99575100-395000	Carryforward Fund Balance	\$ 263,120	\$ -	\$ -	\$ 263,120
	subtotal	\$ 263,120	\$ -	\$ -	\$ 263,120
	Total	\$ 376,920	\$ 99,827	\$ -	\$ 277,093
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	95,000	31,667	63,333	-
99575100-544100-C1601	High Impact Permitting Grant Program (IGA with COA)	20,948	-	-	20,948
99575100-544100-C0924	Economic Development Strategic Plan (split with COA)	37,500	-	-	37,500
99575100-544100-C2210	Downtown Economic Development Initiative	40,000	20,000	-	20,000
99575100-531100	General Supplies & Materials	-	316	-	(316)
	subtotal	\$ 225,948	\$ 51,982	\$ 63,333	\$ 110,632
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 7,500	\$ 686	\$ -	\$ 6,814
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	261	-	839
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	200	51	-	149
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	4,500	800	-	3,700
99575100-531230-C1535	Innovation Center Operations (Electricity)	5,500	1,088	-	4,412
	subtotal	\$ 18,800	\$ 2,885	\$ -	\$ 15,915
99575100-579000	Reserve	\$ 132,190	\$ -	\$ -	\$ 132,190
	Total	\$ 376,938	\$ 54,868	\$ 63,333	\$ 258,737

- (1) Carryforward Fund Balance represents cash available at the end of the prior fiscal year that is programmed into the current fiscal year budget. As this account represents cash already received, there will not be actual collections.
- (2) Innovation Center utilities are being funded by the Alpharetta Technology commission (ATC) on a reimbursement basis. As such, expenses will outpace budget at month end due to the billing/reimbursement delay.



ALPHARETTA DEVELOPMENT AUTHORITY
Financial Management Report - As of October 31, 2021

Account #	Project	Total Budget	Actuals (Collections/ Expenditures)	Forecasted Receivables/ Encumbrances	Remaining
Fund Balance Reconciliation					
Fund Balance (beginning of Fiscal Year)			\$ 263,121		
Revenues collected to date			99,827		
Expenditures incurred to date			(54,868)		
Fund Balance (current)			\$ 308,080		
Forecasted revenue collections			-		
Fund Balance (forecasted)			\$ 308,080		
Allocation of Forecasted Fund Balance:					
Non-Spendable (unspent/remaining project allocations)			\$ 174,281		
Spendable (available for investment by the Board)			133,799		
			\$ 308,080		

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
October 31, 2021

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 309,172
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-

Total Assets 309,172

LIABILITIES

Current Liabilities:

Accounts Payable	-
Deferred Revenue	-
Due to Other Funds	1,091
Total Current Liabilities	<u>1,091</u>

Current Liabilities Payable from Restricted Assets:

-
-

Total Current Liabilities Payable from Restricted Assets

Noncurrent Liabilities:

-
-

Total Noncurrent Liabilities

-
1,091

Total Liabilities

Fund Balance

Restricted	174,281
Unassigned	133,799
Total Fund Balance	<u>308,080</u>

Total Liabilities & Fund Balance \$ 309,172

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balance
COMPONENT UNIT-DEVELOPMENT AUTHORITY
For the Period Ended October 31, 2021

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 4,827
State Grant	-
Fees	-
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
	<u>-</u>
Total Revenues	<u>99,827</u>
Expenditures	
Economic Development	115,000
Maintenance Contracts	686
Donation to private source	-
Utilities - Miscellaneous	2,515
Debt Service:	
Principal	-
Interest	-
	<u>-</u>
Total Expenditures	<u>118,201</u>
Excess (deficiency) of revenues over (under) expenditures	(18,374)
Other Financing Sources (Uses)	
Sale of capital assets	<u>-</u>
Net Change in Fund Balances	(18,374)
Fund Balance, Beginning of Year	<u>263,121</u>
Encumbrances	63,333
Fund Balance, End of Year	<u>308,080</u>





CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: COMMUNITY DEVELOPMENT

SUBMITTED BY: KATHI COOK

DRAFTED BY: MICHAEL WOODMAN

I. AGENDA ITEM TITLE: V-21-26 ROZATI/294 KAREN DRIVE SETBACK VARIANCE

CITY COUNCIL: DECEMBER 6, 2021

II. RECOMMENDATION:

Approve V-21-26 Rozati/294 Karen Drive Setback Variance, subject to the following conditions:

1. The location, height and size of the covered porch depicted on the site plan prepared by Moore Urban Forestry, revised 12/22/20 and rendering labeled Exhibit A shall be permitted with a 12' front setback along Devore Road, as approved by Staff.
2. Wall and columns shall be covered with smooth-coat stucco or similar decorative material substantially similar to the submitted photographic example labeled Exhibit B, with final approval by Staff.
3. Landscape strips shall be heavily planted with decorative screening landscape material to soften the look of the wall from Devore Road and Karen Drive, as approved by Staff.

III. REPORT IN BRIEF:

The applicant, Jim Rozati, is requesting consideration of a variance to reduce the front setback for a covered patio from 30' to twelve-feet (12') and to allow an eight-foot (8') wall with fencing on a residential property in the Downtown Overlay. The property is currently being developed with a single-family detached home. The subject property is located at 294 Karen Drive in the Alpha Park subdivision.

DISCUSSION

The submitted request, if approved, would allow for a covered patio with a reduced twelve-foot (12') front setback along Devore Road and a perimeter wall with fencing for a total height of eight-feet (8') on a residential property in the Downtown Overlay. The subject property is located at 294 Karen Drive in the Alpha Park subdivision.

The 0.55-acre corner lot is zoned R-12 (Dwelling, 'For-Sale', Residential) and is currently being redeveloped with a 2-story, 6,719 square foot single-family detached home. Surrounding properties are zoned R-12, except the property to the north is zoned DT-MU (Downtown Mixed-Use). Single-family detached lots in the Alpha Park subdivision are located to the west, south and east and The Maxwell mixed-use development is located to the north.

Unified Development Code (UDC) Section 2.2.6(D) R-12 dwelling, 'for-sale', residential, District Regulations, requires a 30' front building setback from a local street. A covered patio is subject to building setbacks. In addition, UDC Subsection 2.3.6(A) Fence and wall requirements, requires that fences and walls not exceed six-feet (6') on a residential property.

The site plan depicts a 17' x 25' covered patio with a twelve-foot (12') setback on the Devore Road side of a new single-family detached home, which is the side corner of the property. The

patio will be partially screened by a wall surrounding the perimeter of the property. A concrete-poured wall has been constructed on the property with a height of four-feet (4') and four-foot (4') columns for a total height of eight-feet (8'). Decorative metal fencing is proposed between the columns with a light on top of the columns. An administrative variance was previously approved on the property to reduce the building setback for the home from 30' to 24'.

As shown in the table below, there are several examples of similar setback variance approvals.

Similar Approved Setback Variances

Address	Request	Approval Date (Board/Council)
5200 Hunters Oaks Drive	Increase height of a fence from 6' to 8'.	BZA 7.15.21
12737 Ruth's Farm Way	Increase height of a fence from 6' to 8'.	BZA 1.21.21
905 Cobblestone Court	Reduce rear setback from 35' to 20' for a covered deck.	BZA 8.19.21
1021 Colony Drive	Reduce rear and side setback for an accessory structure.	Council 7.10.17
165 Cumming Street	Reduce side setback from 10' to 2.5' for an attached garage.	Council 1.23.17

VARIANCE REQUIREMENTS

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

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

Response: The property is a corner lot with frontage on two (2) streets. The 10' landscape strip and perimeter wall will screen the covered patio from Devore Road. The perimeter wall is four-feet (4') with four-foot (4') columns and decorative metal fencing.

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

Response: Application of the ordinance would limit the depth of the covered porch to five-feet (5') given that the property is a corner lot. The perimeter wall and landscape strip will screen the covered porch.

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

Response: The property is a corner lot with frontage on two (2) streets. The 10' landscape strip and perimeter wall will screen the covered patio from Devore Road.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of the Ordinance.

Response: Relief should not cause substantial detriment to the public good. The property is a corner lot with frontage on two (2) streets. The 10' landscape strip and perimeter wall will screen the covered patio from Devore Road. If approved, decorative landscape screening is recommended along Devore Road and Karen Drive, as well as a decorative finish on the wall and columns.

CONCURRENCES

Staff has reviewed the applicant's proposal and believes that the variance request does not conflict with the established criteria. The property is a corner lot with frontage two (2) streets. The decorative wall will screen the covered porch and the landscape strip will soften the look of the wall. If approved, conditions are recommended requiring decorative landscape screening along Devore Road and Karen Drive, as well as a smooth-coat stucco finish or decorative material on the wall and columns.

CITIZEN PARTICIPATION PLAN

The report submitted by the applicant states that letters were mailed to each property owner within 500' of the subject property stating the applicant's intent. The report states that no comments were received.

COMMUNITY ZONING INFORMATION MEETING

The CZIM was held on October 13, 2021. There were no public comments.

IV. ATTACHMENTS:

- Site Plan
- Rendering

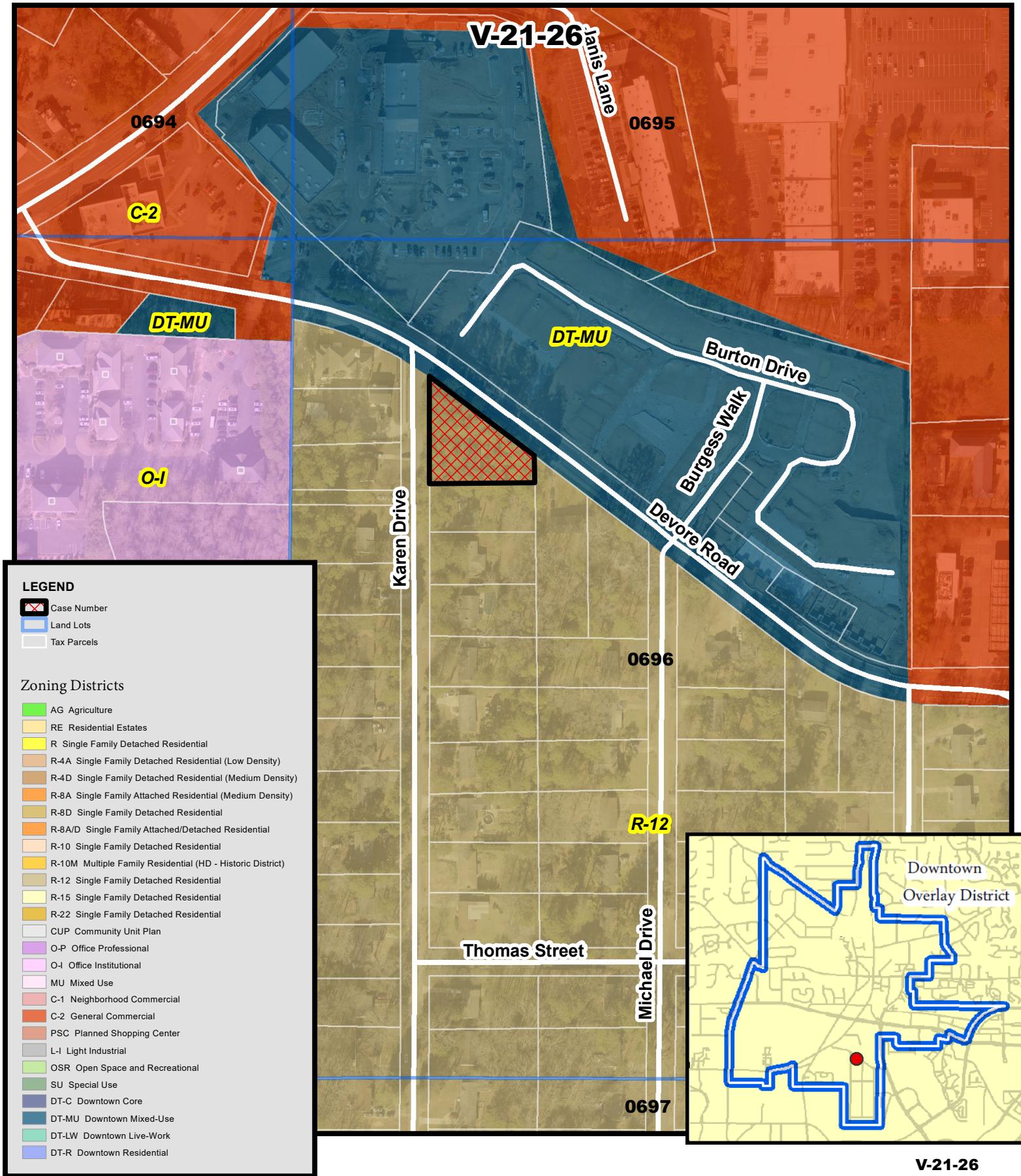


Aerial Map
Rozati - Setback Variance
294 Karen Drive

V-21-26
D/LL: 1/2/696
CC: 11/01/21

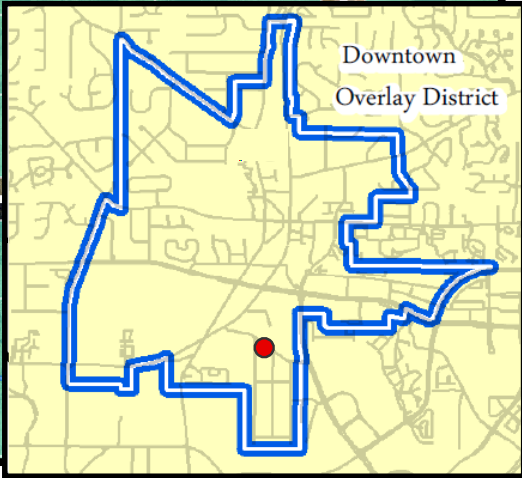


Location Map Provided by:
Community Development - GIS



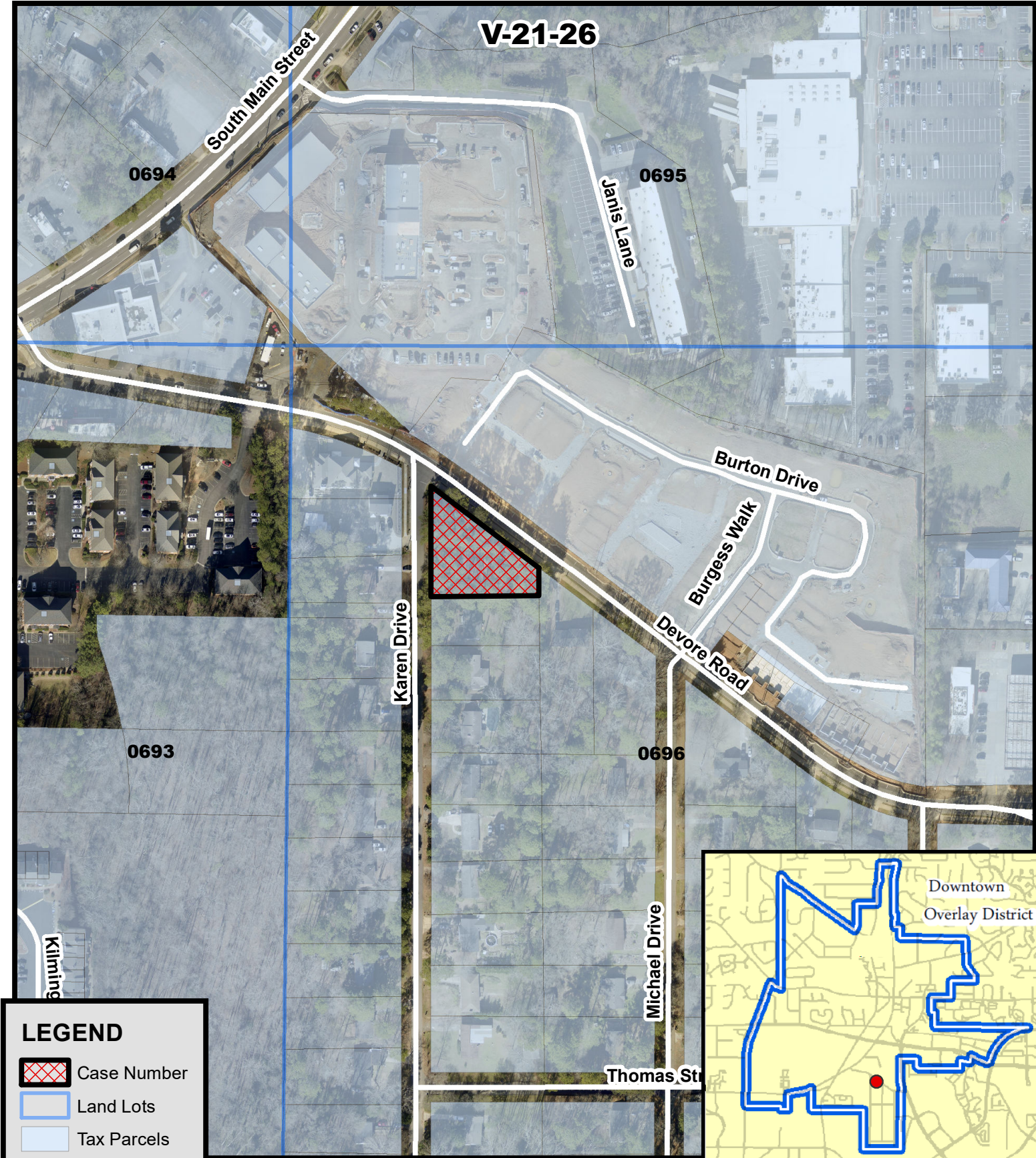
Zoning Map **Rozati - Setback Variance** **294 Karen Drive**

Location Map Provided by:
Community Development - GIS



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





V-21-26

0694

0695

0693

0696

LEGEND

-  Case Number
-  Land Lots
-  Tax Parcels

Downtown
Overlay District



**Location Map
Rozati - Setback Variance
294 Karen Drive**

**V-21-26
D/LL: 1/2/696
CC: 11/01/21**

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

Exhibit A

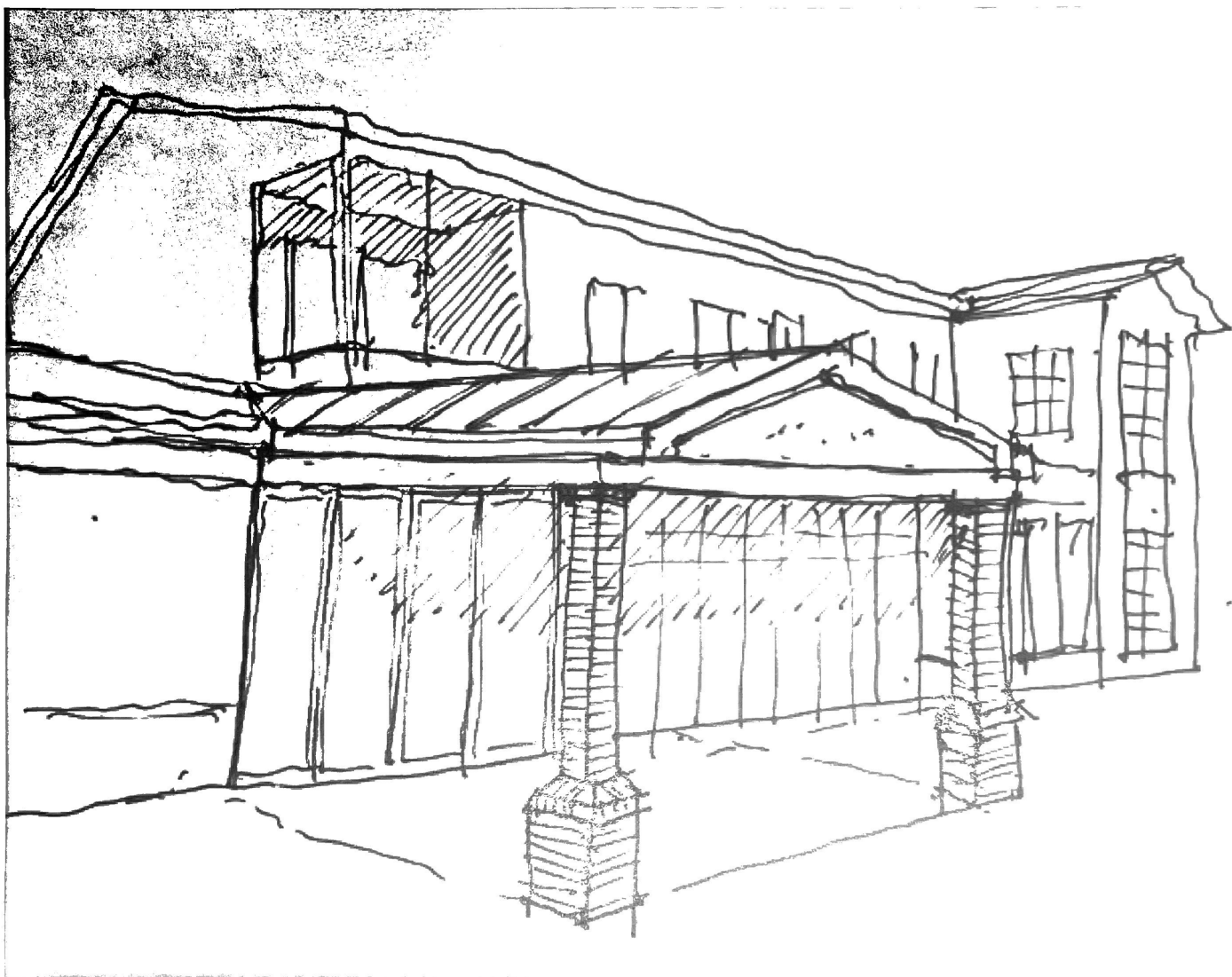


Exhibit B



Total Participants: 15 (including Ben, Michael, Alex, and Lauren)

Rozati/294 Karen Drive Setback Variance

- Presented by Mr. Rozati
- Applicant is seeking a setback variance for a canopy
- No public questions or comments

Nike Avalon Sign Exception

- Presented by Eric Bourassa
- Sign will not exceed 156 ft
- Located on the left side of the elevation
- No public questions or comments

One Medical – 6065 North Point Parkway

- Primary use is a medical office clinic
- Goal is to make this more appealing and pedestrian friendly
- No public questions or comments

Meeting ended at 6:09 P.M.

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: KAREN DRIVE SET BACK VARIANCE

Contact Name: JIM ROZATI

Telephone: 770-652-2993

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.

NONE

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: [Signature]

Date: 11/18/2021

Print Form

CITY OF ALPHARETTA

PUBLIC HEARING APPLICATION

FOR OFFICE USE ONLY

Case #: V-21-26

PH #: PHA210043

☐ Property Taxes & Code Violations Verified

☐ Fee Paid Initial: PC

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." Please note that a 3% convenience fee will be added to all credit card transactions.
5. Applications will be accepted 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: Jim Rozati

Telephone: 770-652-2993

Address: 294 Karen Dr.

Suite: _____

City: Alpharetta

State: GA

Zip: 30009

Fax: 770-664-9544

Mobile Tel: 770-652-2993

Email: jim@homefashioncenter.com

Subject Property Information:

Address: 294 karen Dr.

Current Zoning: _____

District: 1st

Section: 2nd

Land Lot: 696

Parcel ID: 12 2582069329

Proposed Zoning: _____

Current Use:

residential

This Application For *(Check All That Apply):*

☐ Conditional Use

☐ Master Plan Amendment

☐ Comprehensive Plan Amendment

☐ Rezoning

☐ Master Plan Review

☒ Variance

☐ Public Hearing

☐ Exception

☐ Other *(Specify):*

12 feet set back

APPLICANT REQUEST AND INTENT

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

Residence with covered patio

Metal fence and light column added to the top of the 4' wall

Applicant's Request (Please itemize the proposal):

Variance request to reduce front setback along Devore Rd. from 30' to 12' to allow for covered patio
variance request for adding 4' column with light and metal fence on the top of the concrete wall. the
wall height total will be 8 ft.

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

To build a covered patio in the setback along Devore

We intend to add light columns and metal fence on the top of the wall on the perimeter of the property.

PROPERTY OWNER AUTHORIZATION

Property Owner Information:

Contact Name: Jim Rozati

Telephone: 770-652-2993

Address: 294 Karen Dr.

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 <u>12 ft. set back</u> |

Property Owner's Authorized Applicant (if applicable):

Name of Authorized Applicant: Jim Rozati

Telephone: 770-652-2993

Address: _____

Suite: _____

City Alphretta

State: Ga

Zip: 30009

So Sworn and Attested:

Owner Signature: _____

Date: 9/6/2021

Notary: _____

Notary Signature: _____

Date: 09-06-2021



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: Jim Rozati

Subject Public Hearing Case: 12 ft. Set back

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: 9/6/2021

BOARD OF ZONING APPEALS REVIEW CRITERIA

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

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

This is a corner lot at Karen Dr. and Devore Rd. The lot is in a triangular shape and it is difficult to built on it .

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

Yes

The lot is triangular shape and it is difficult to built a desired home .We can not use the outdoor .
The investment is too large and it needs a covered patio

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

This is a corner lot adjacent to the Devore Rd. and Karen Dr. It is a triangular shape lot which make it more difficult to built a house on it . There is a retaining wall on the Devore side and the covered patio will not be visible from the road .

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

No

The covered patio will not be visible to public . The retaining wall will block the view of the covered patio from the street.

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

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: Rozati's House

Contact Name: Jim Rozati Telephone: 770-652-2993

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.

See attached

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.

They can contact me at 770-652-2993 or e mail to jim@homefashioncenter.com

ALPHA DEVELOPMENT CORP
P O BOX 92
ALPHARETTA GA 30009

LEWIS LARRY & LEWIS DAWN V
1962 OLD DOMINION DR
SANDY SPRINGS GA 30350

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

NAHSER DONALD P
305 KAREN DR
ALPHARETTA GA 30004-2115

KARTOS JOHN L
P.O. BOX 22147
KNOXVILLE TN 37933

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

LAMBERT DANNY R
315 KAREN DR
ALPHARETTA GA 30009

WILSON WALTER D SR TR
217 S MAIN ST
ALPHARETTA GA 30004

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

NEWSOME BARBARA S & RONALD J
1500 CUMBERLAND CT
ALPHARETTA GA 30009-3120

ATLANTA CABLE PARTNERS L P
1 COMCAST CENTER 32ND FL
PHILADELPHIA PA 19103-2838

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

VLAHIOTIS JOHN & SOFIA
5310 HUNTERS OAK DR
ALPHARETTA GA 30201-1463

C S H F OF GA INC
1800 CENTURY BLVD NE
ATLANTA GA 30345

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

GARMON JOY E
5336 AMBER COVE WAY
FLOWERY BRANCH GA 30542

SOURCE CAPITAL INVESTMENTS L L C
330 RHODES CHASE CT
ALPHARETTA GA 30004

FLESHER STEVE R II
336 KAREN DR
ALPHARETTA GA 30009

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

JDR HOLDINGS LLLP
292 SOUTH MAIN ST # 200
ALPHARETTA GA 30004

PETRAKOPOULOS ANGELOS & CHARLES G
371 JON SCOTT DR
ALPHARETTA GA 30009-2109

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

SOURCE CAPITAL INVESTMENTS L L C
330 RHODES CHASE CT
ALPHARETTA GA 30004

SHANNI ELSIE D
320 KAREN DR
ALPHARETTA GA 30004

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

DOVE PAUL F
292 S MAIN ST STE 600
ALPHARETTA GA 30009-1985

ORDWAY IAN C
14741 BIRMINGHAM HIGHWAY
MILTON GA 30004

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

TRIBBLE DONNA E
285 KAREN DR
ALPHARETTA GA 30009

FULTON COUNTY BANK
101 N TRYON ST
CHARLOTTE NC 28255

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

THOMPSON RICHARD L
14315 WYNDHAM FARMS DR
MILTON GA 30004-3264

J & J PROPERTIES INC
P.O. BOX 22147
KNOXVILLE TN 37933

COLONY PARK INC
284 S MAIN ST SUITE 400
ALPHARETTA GA 30009

PERLING JONATHAN & ALLYSON
P O BOX 92
ALPHARETTA GA 30009

ALPHA DEVELOPMENT CORP
P O BOX 92
ALPHARETTA GA 30009

BYINGTON FRANK & MADGE
310 MAXWELL RD STE 100
ALPHARETTA GA 30009-2061

HFT INVESTMENT HOLDINGS LLC
304 KAREN DR
ALPHARETTA GA 30009

BRIARGATE TOWNHOME ASSOC INC
500 SUGAR MILL RD
ATLANTA GA 30350

SESUIT INVESTMENTS L L C
310 MAXWELL RD STE 100
ALPHARETTA GA 30009-2061

KENT RONALD & ELIZABETH
294 KAREN DR
ALPHARETTA GA 30009-2114

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

COLONY PARK INC
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30201

JMA HOMES ONE SIXTY LLC
PO BOX 768731
ROSWELL GA 30076

COUNTRY MANOR HOMES DEVELOPMENT CO
RP
286 S MAIN ST
ALPHARETTA GA 30009

HOLIDAY ENTERTAINMENT LLC
1827 POWERS FERRY RD # 5
ATLANTA GA 30339

VLM HOLDINGS LLC
1 KING ST APT 202
CHARLESTON SC 29401

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

HOLIDAY ENTERTAINMENT LLC
1827 POWERS FERRY RD # 5
ATLANTA GA 30339

STRAY CAT LLC
325 MICHAEL DR
ALPHARETTA GA 30009

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

WICKS RONALD S & MARY A
270 S MAIN ST
ALPHARETTA GA 30009

ALPHA DEVELOPMENT CORP
1048 WINDING BRANCH CT
ATLANTA GA 30338

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

PURE TAQUERIA LLC
103 ROSWELL ST
ALPHARETTA GA 30009

DALTEX ALPHARETTA LLC
3715 NORTHSIDE PKWY
ATLANTA GA 30327

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

COLONY PARK INC
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30201

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

COLONY PARK INC
284 S MAIN ST SUITE 600
ALPHARETTA GA 30004

COUNTRY MANOR HOMES DEV CORP
284 SOUTH MAIN ST # 600
ALPHARETTA GA 30004

COLONY PARK INC
284 S MAIN ST SUITE 600
ALPHARETTA GA 30004

KREIKEMEIER JOHN E & JEAN
292 SOUTH MAIN ST #100
ALPHARETTA GA 30004-1950

DOVE JAMES D
292 S. MAIN ST SUITE 500
ALPHARETTA GA 30009

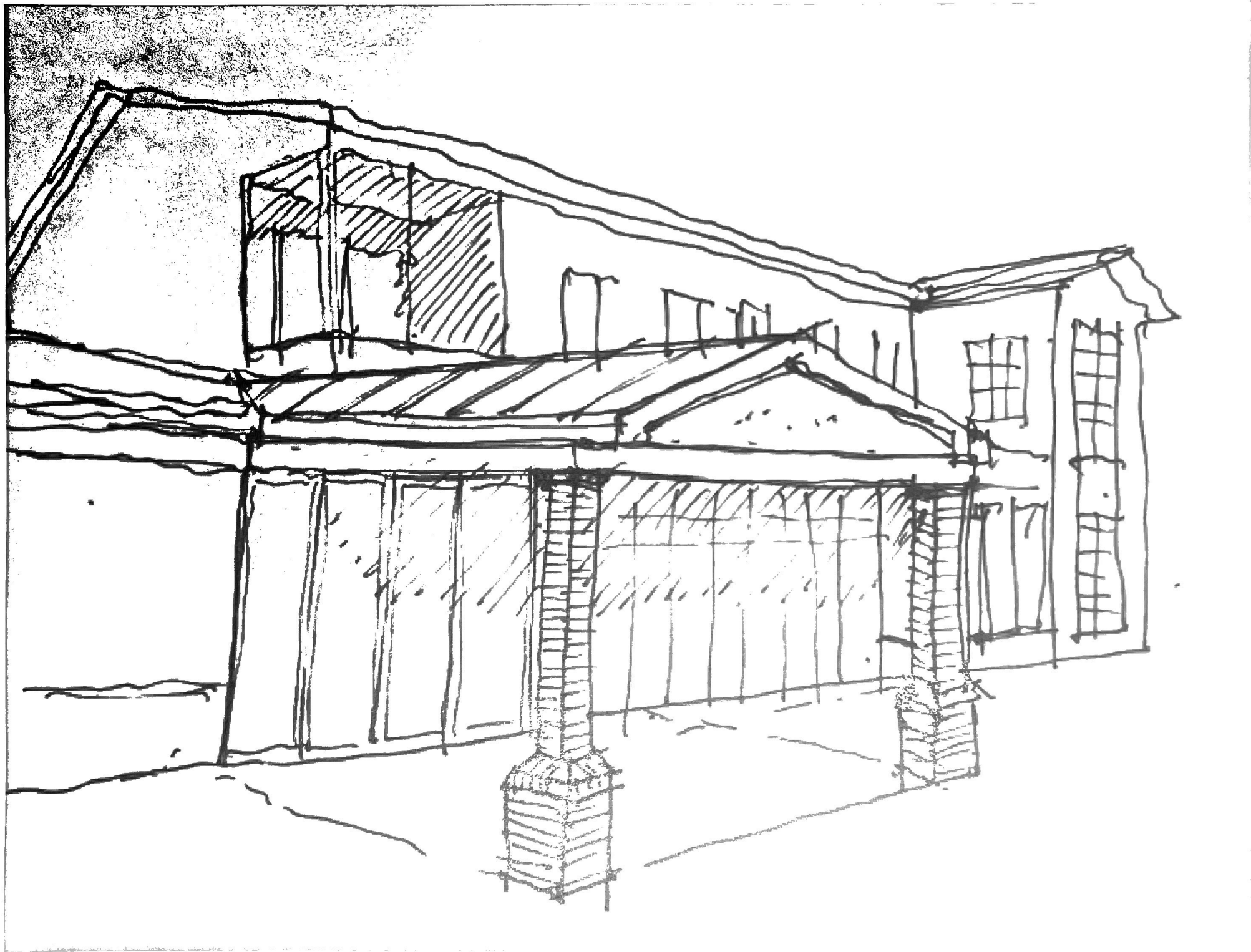
HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

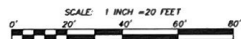
HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

HODGSON ENTERPRISES LLC
294 SOUTH MAIN ST # 300
ALPHARETTA GA 30004

COLONY PARK INC
284 S MAIN ST SUITE 400
ALPHARETTA GA 30009

COLONY PARK INC
284 S MAIN ST SUITE 400
ALPHARETTA GA 30009





10 Inches
Total
Units
10
10.0
X 2
20

%Overstory	DBH inches/Species
25.00	20.0
30.00	24.0
	18.0
	9.0
	0.0
	0.0
	0.0
55.00	71.0

- [illegible]

MOORE

URBAN FORESTRY
5962 LAKE LANIER HEIGHTS RD.
BUFORD, GEORGIA 30518
(770)-530-4114

PREPARED FOR:

BC ENGINEERING, INC.
116 N. MAIN STREET
CUMMING, GA 30040

PROJECT NAME:

294 Karen Drive

TASK

Tree Protection and Replacement Plan



PROJECT INFORMATION

294 Karen Drive

Project Number:

294 Karen Drive

Land Use 2010, 2, 12

Alpharetta, Ga. Forsyth
City, State, Country

REVIEW		DATE revision
No	Revised per comments	
1		
2		
3		
4		
5		
6		
7		
8		

DESIGN	SCALE
DRAWN TVM	1:20
CHECKED TVM	T3
DATE 12/9/2020	PLOT/PRINT Date

Van Moore
Moore Urban Forestry, Inc.
5962 Lake Lanier Heights Road
Buford, GA 30518
(770) 530-4114
mooreurbanforestry@charter.net



%Overstory	DBH Inches/Species
25.00	20.0
30.00	24.0
	18.0
	9.0
	0.0
	0.0
	0.0
55.00	71.0

1. All sites within the City other than 'For-Sale' residential lots shall maintain or achieve a Minimum Tree Density of 130 inches per acre. This plan proposes .54 acres requiring 70.2 DBH inches. 217 DBH inches have been provided.
2. Owners shall receive a density credit of two (2) times the inches for each Specimen Tree saved by utilizing an alternate design during development. There is 1 Specimen-sized tree on this site (Tree #30), crediting 20 DBH inches to this plan.
3. The City wants to promote tree lined streets therefore, a minimum of ten (10) feet wide landscape strip shall be provided along all public right-of-ways and private roads.
4. Actual spacing of street trees is based on the average canopy spread of the species selected as outlined in the Arborist Judgement document. If the spacing of shade trees exceeds 25 feet on center understory trees shall be required to fill the gaps between each shade tree. Spacing of shade trees shall not exceed 40 feet on center. Shade trees shall be a minimum 4" caliper; ornamental trees shall be a minimum 3" caliper. The use of a combination of shade trees and ornamental trees is recommended.
5. Shrubs shall be provided in all landscape strips. Shrubs shall be a minimum of 2 feet tall at time of planting.
6. This plan proposes 397 feet of landscape strip requiring 11 trees. 20 trees have been provided.
7. There are 6 boundary trees impacted on adjacent property. Adjacent property is owned by the same entity.
8. There are 14 Cryptomerias along Devore Road that will be removed.
9. If there are inconsistencies between any items on these plans the more strict interpretation of those requirements shall be followed. Please contact the City Arborist for any interpretation.
10. Tree save fence and signage for entire site must be installed, inspected and approved prior to installation of erosion control measures. No land disturbance or demolition is allowed before this inspection and approval has occurred.
11. The CRZ of Specimen Trees plus all buffers shall be protected with wire-back fencing with signage warning of tree removal potential. Chain link and Tree Save signage. Installation of the tree save fence will involve no trenching.
12. All existing trees identified for preservation or found within tree save areas must be fully protected during all phases of this project.
13. All Specimen and Boundary Tree roots encountered within the approved Limits of Disturbance that are 1" or greater shall be clean cut under the direction of an ISA Certified Arborist.
14. Any limbs overhanging the LOD that may be ripped, torn, or damaged during construction SHALL be properly pruned under the direction of an ISA Certified Arborist.
15. It is the owner's responsibility to maintain the vegetation and remove trash and debris around the perimeter of the project, even if within the public ROW, in accordance with the City of Alpharetta Property Maintenance Codes.
16. All approved revisions to the location of the tree save fence need to be coordinated with the land disturbance inspector prior to relocation
17. The City Arborist must inspect the site before installation of erosion control measures. Land disturbance without a site inspection and approval by the City Arborist will result in a "Stop-Work Order" and fines.
18. If tree survey inaccuracies are found on-site, a stop work order will be issued until revised plans are approved and processed based on accurate information.
19. Trees agreed upon to be saved are the responsibility of the owner.

PREPARED FOR:
BC ENGINEERING, INC.
116 N. MAIN STREET
CUMMING, GA 30040

PROJECT NAME:
294 Karen Drive

TASK:
Tree Protection
and
Replacement Plan



PROJECT INFORMATION:
294 Karen Drive
Project Name
Project Number
294 Karen Drive
Project Address
Land Lot No.(s)
District
Alpharetta, Ga. Forsyth
City, State, County

No.		REVISION	DATE
DESIGN		Revised per comments	12/22/2020
DRAWN			
CHECKED			
TVM			
TVM			
SCALE			
SHEET			
PROJECT No.			

Van Moore
Moore Urban Forestry, Inc.
5962 Lake Lanier Heights Road
Buford, GA 30518
(770) 530-4114
mooreurbanforestry@charter.net

The field data upon which this plat is based has a closure precision of one foot in 15,000 feet and an angular error of .03" seconds per angle point and was adjusted using the Compass Rule. This plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet.

Equipment used: Topcon GTS-213 Total Station.

FLOOD HAZARD STATEMENT

THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER THE FIRM FLOOD HAZARD MAP OF FULTON COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13121C 0058F, DATED 06/18/13

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY MY OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND WILL BE PLACED AFTER CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAT AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

BY: 
REGISTERED GEORGIA LAND SURVEYOR SURVEY NO. 3418
DATED: 05/27/20



OWNER'S CERTIFICATE OF DEDICATION AND ACKNOWLEDGEMENT

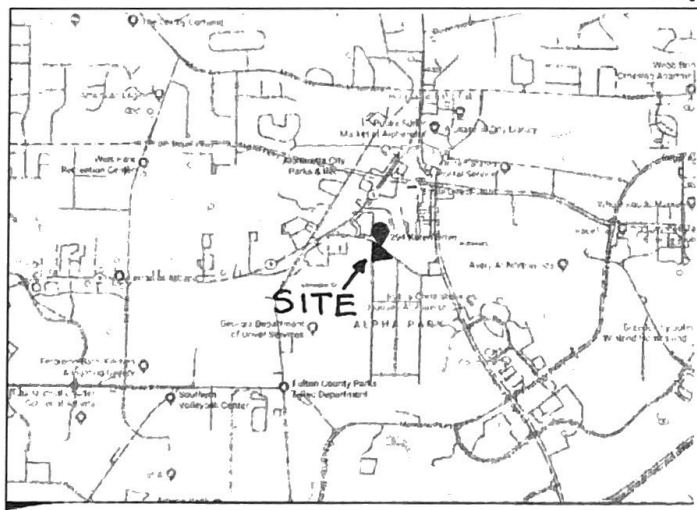
STATE OF GEORGIA
COUNTY OF FULTON
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON, OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS SUBDIVISION PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT THERE ARE NO PUBLIC DEDICATIONS ON THIS PROPERTY.

SUBDIVIDER: _____
DATE: _____
OWNER: _____
DATE: _____
OWNER: _____
DATE: _____

CERTIFICATE OF MINOR SUBDIVISION PLAT APPROVAL

THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF ALPHARETTA, GEORGIA CERTIFIES THAT THIS PLAT COMPLIES WITH ALL REQUIREMENTS OF THE ALPHARETTA UNIFIED DEVELOPMENT CODE INCLUDING ZONING REQUIREMENTS.

COMMUNITY DEVELOPMENT: _____
DATE: _____



VICINITY MAP (NTS)

FULTON GIS MONUMENT F320

1480250.36
2256647.53

#294 KAREN DRIVE

23,307 sf.
0.535 ACRES

OWNER:

JAMAL ROZATI
294 KAREN DRIVE
ALPHARETTA, GA. 30009
(770)652-2993

#304 KAREN DRIVE

15,197 sf.
0.349 ACRES

OWNER:

RACHEL TRIBBLE
304 KAREN DRIVE
ALPHARETTA, GA. 30009

TOTAL SITE AREA:

38,539 sf.
0.885 ACRES

LEGEND

1/2" REBAR FOUND
1/2" REBAR FPN SET
L.L. = LAND LOT
L.L.L. = LAND LOT LINE
P.L. = PROPERTY LINE
C.L. = CENTERLINE
B.L. = BUILDING LINE
R/W = RIGHT-OF-WAY
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
M.H. = MANHOLE
C.B. = CATCH BASIN
J.B. = JUNCTION BOX
H.W. = HEADWALL
D.I. = DRAIN INLET
P.P. = POWER/UTILITY POLE
F.H. = FIRE HYDRANT
I.E. = INVERT ELEVATION
F.F.E. = FINISHED FLOOR ELEVATION
F.F.B. = FINISHED FLOOR BASEMENT
F.F.G. = FINISHED FLOOR GARAGE
B.O.C. = BACK OF CURB
E.P. = EDGE OF PAVEMENT
N/F = NOW OR FORMERLY
P.O.B. = POINT OF BEGINNING
—S— = SANITARY SEWER LINE/PIPE
—X—X— = FENCE LINE
—O— = FLOOD HAZARD ZONE LINE
—S— = STORM SEWER LINE/PIPE
—W— = WATER LINE
—G— = GAS LINE
F.W. = FLOW WELL
C.E. = CONSTRUCTION EASEMENT
C&G = CURB AND GUTTER
L.S. = LIGHT STANDARD
C.T.P. = CRIMP TOP PIPE FOUND
W.D. = WOOD DECK
C.O. = CLEAN OUT

P.O.B.
1479796.82
2257055.21

KAREN DRIVE (50' R/W)

DEVORE ROAD (50' R/W)

ASPHALT DRIVE

OLD PROPERTY LINE

NEW PROPERTY LINE

N/F:
JAN CONRAD CREDIT LIVING TRUST

ZONING INFORMATION:

CLASSIFICATION: R-12
MINIMUM LOT WIDTH - 80 FEET
MINIMUM LOT AREA - 12,000 sf.
SETBACKS: FRONT - 30 FEET
SIDE - 10 FEET
REAR - 30 FEET
MAXIMUM GROUND COVERAGE - 25%
MAXIMUM BUILDING HEIGHT - 35 FEET
MINIMUM FLOOR AREA - 1500 sf.

ALPHA LAND SERVICES

P.O. BOX 1831
LOUISVILLE, GA 30052
(404) 333-0300 • LAND SURVEYING

REVISED: _____

REF. PLAT: P.L. _____

LOT REVISION PLAN FOR:

304 & 294 KAREN DRIVE

LAND LOT: 888	LOT: 1&2 BLOCK:
DISTRICT: 132	SUB: ALPHA PARK
FULTON COUNTY	
GEORGIA	
FIELD DATE: 05/21/20	AREA = 0.885 ACRES
PLAT DATE: 05/27/20	JOB No. 18318PP

GRAPHIC SCALE - 1"=30'

The field data upon which this plat is based has a closure precision of one foot in 15,000 feet and an angular error of 03" seconds per angle point and was adjusted using the Compass Rule. This plat has been calculated for closure and is found to be accurate within one foot in 100,000 feet.

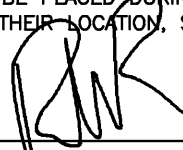
Equipment used: Topcon GTS-213 Total Station.

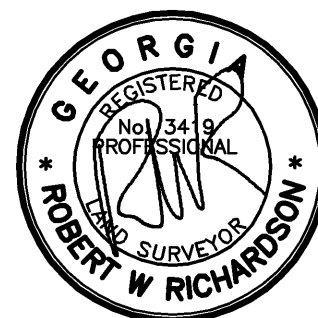
FLOOD HAZARD STATEMENT

THIS PROPERTY IS NOT IN A FLOOD HAZARD AREA AS PER THE FIRM FLOOD HAZARD MAP OF FULTON COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13121C 0058F, DATED 09/18/13

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY MY OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND WILL BE PLACED DURING CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAT AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN.

BY: 
REGISTERED GEORGIA LAND SURVEYOR SURVEY NO: 3419
DATED: 05/27/20



OWNER'S CERTIFICATE OF DEDICATION AND ACKNOWLEDGEMENT

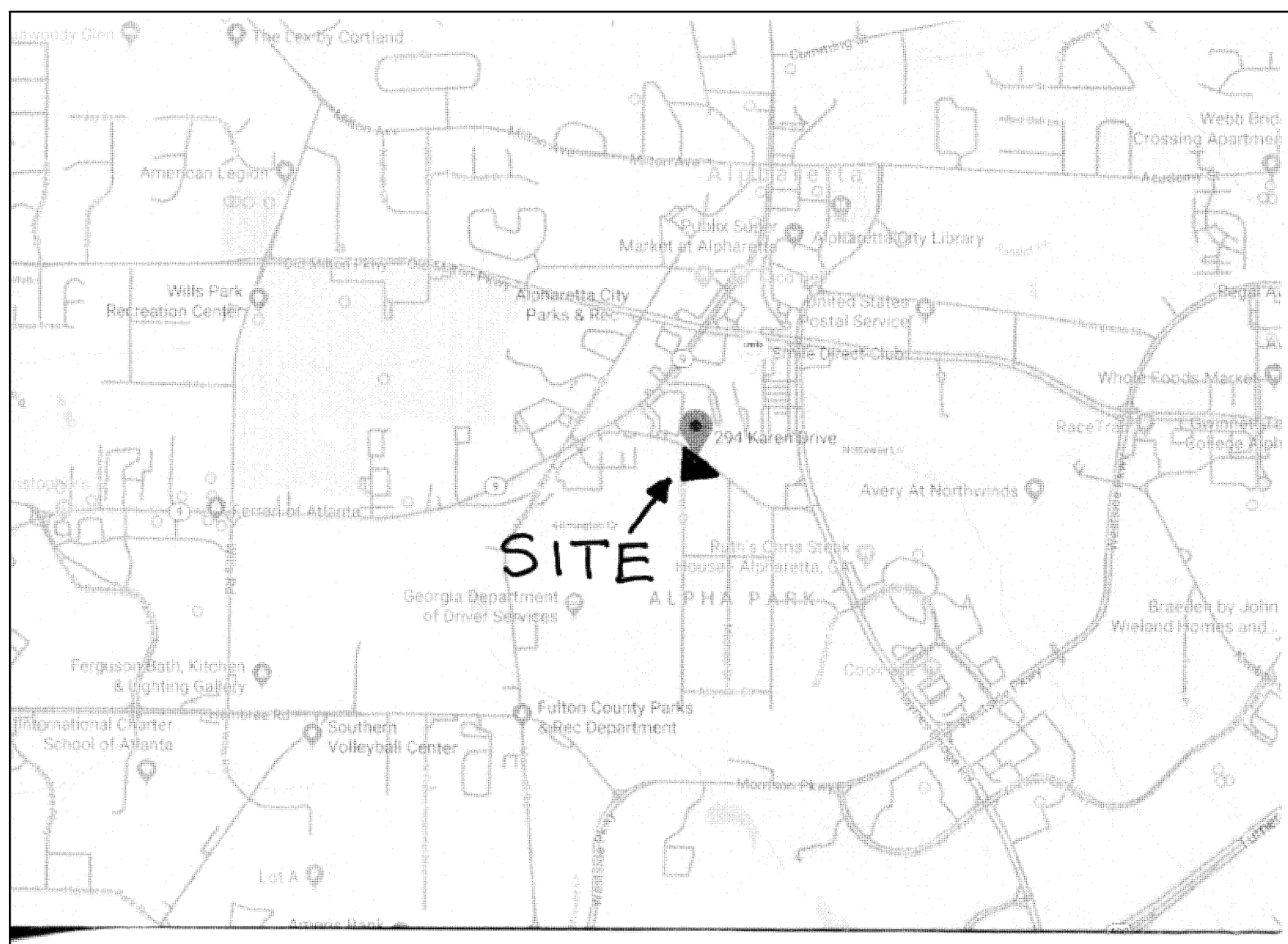
STATE OF GEORGIA
COUNTY OF FULTON
THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON, OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS SUBDIVISION PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT THERE ARE NO PUBLIC DEDICATIONS ON THIS PROPERTY.

SUBDIVIDER: _____
DATE: _____
OWNER: _____
DATE: _____
OWNER: _____
DATE: _____

CERTIFICATE OF MINOR SUBDIVISION PLAT APPROVAL

THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF ALPHARETTA, GEORGIA CERTIFIES THAT THIS PLAT COMPLIES WITH ALL REQUIREMENTS OF THE ALPHARETTA UNIFIED DEVELOPMENT CODE INCLUDING ZONING REQUIREMENTS.

COMMUNITY DEVELOPMENT: _____
DATE: _____



VICINITY MAP (NTS)

FULTON GIS MONUMENT F320

1480250.36
2256647.53

P.O.B.
1479796.82
2257055.21

KAREN DRIVE (50' R/W)

#294 KAREN DRIVE

23,307 sf.
0.535 ACRES

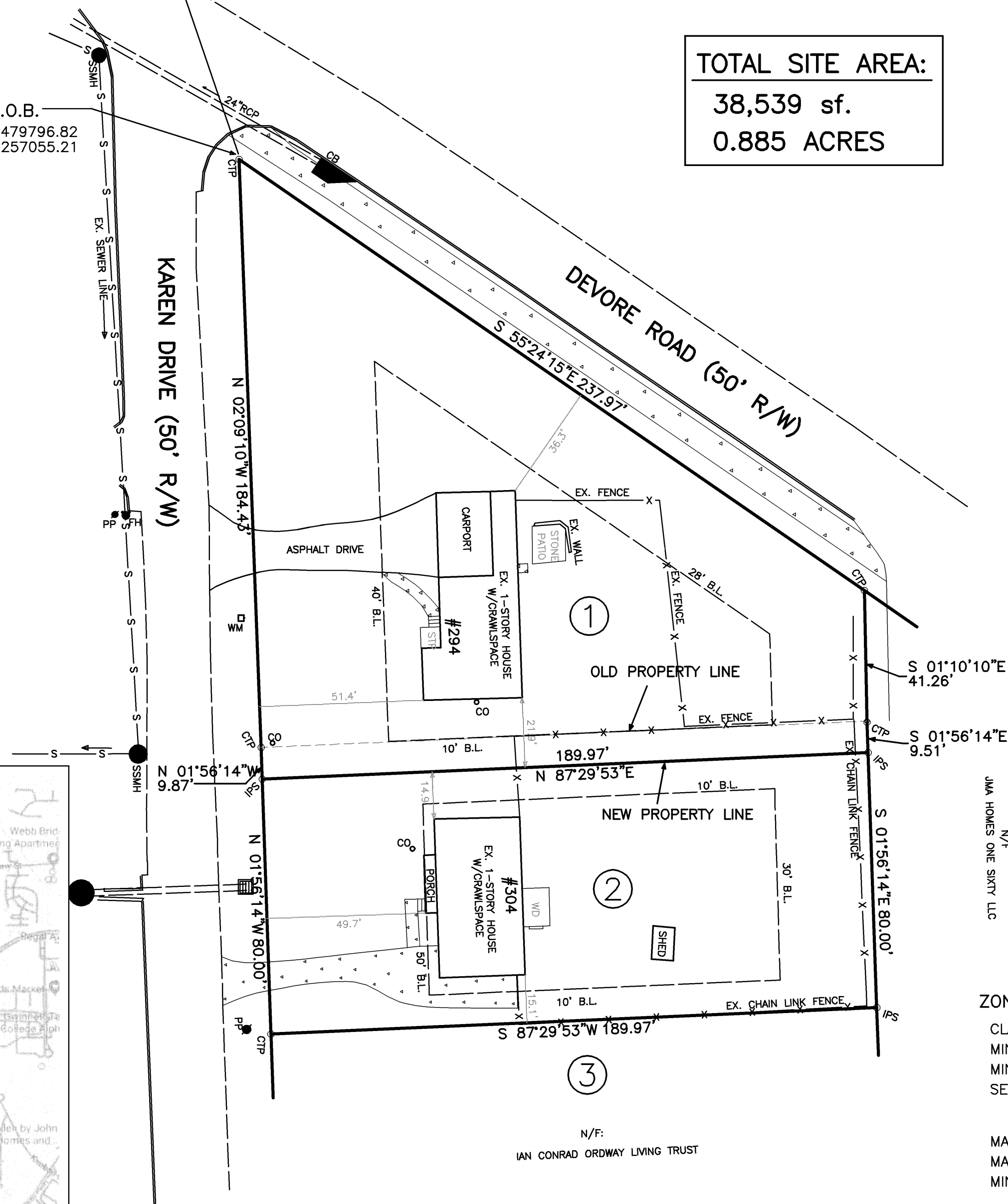
OWNER:
JAMAL ROZATI
294 KAREN DRIVE
ALPHARETTA, GA. 30009
(770)652-2993

#304 KAREN DRIVE

15,197 sf.
0.349 ACRES

OWNER:
RACHEL TRIBBLE
304 KAREN DRIVE
ALPHARETTA, GA. 30009

TOTAL SITE AREA:
38,539 sf.
0.885 ACRES



LEGEND

IPF = 1/2" REBAR FOUND
IPS = 1/2" REBAR PIN SET
L.L. = LAND LOT
L.L.L. = LAND LOT LINE
P.L. = PROPERTY LINE
CL = CENTERLINE
B.L. = BUILDING LINE
R/W = RIGHT-OF-WAY
S.S.E. = SANITARY SEWER EASEMENT
D.E. = DRAINAGE EASEMENT
MH = MANHOLE
C.B. = CATCH BASIN
J.B. = JUNCTION BOX
HW = HEADWALL
D.I. = DROP INLET
PP = POWER/UTILITY POLE
F.H. = FIRE HYDRANT
I.E. = INVERT ELEVATION
F.F.E. = FINISHED FLOOR ELEVATION
F.F.B. = FINISHED FLOOR BASEMENT
F.F.G. = FINISHED FLOOR GARAGE
BOC = BACK OF CURB
EP = EDGE OF PAVEMENT
N/F = NOW OR FORMERLY
P.O.B. = POINT OF BEGINNING
--SS-- = SANITARY SEWER LINE/PIPE
-X-X-X- = FENCE LINE
---O--- = FLOOD HAZARD ZONE LINE
---S--- = STORM SEWER LINE/PIPE
---W--- = WATER LINE
---G--- = GAS LINE
FW = FLOW WELL
C.E. = CONSTRUCTION EASEMENT
C&G = CURB AND GUTTER
LS = LIGHT STANDARD
CTP = CRIMP TOP PIPE FOUND
WD = WOOD DECK
CO = CLEAN OUT

ZONING INFORMATION:

CLASSIFICATION: R-12
MINIMUM LOT WIDTH - 80 FEET
MINIMUM LOT AREA - 12,000 sf.
SETBACKS: FRONT - 30 FEET
SIDE - 10 FEET
REAR - 30 FEET
MAXIMUM GROUND COVERAGE - 25%
MAXIMUM BUILDING HEIGHT - 35 FEET
MINIMUM FLOOR AREA - 1500 sf.

ALPHA LAND SERVICES

P.O. BOX 1651
LOGANVILLE, GA. 30052
ENGINEERING & LAND SURVEYING
OFF: 770.696.4054 EMAIL: ROBERT@ALPHASURVEYOR.COM

REVISION:

REF. PLAT: PB. _____ P. _____

LOT REVISION PLAN FOR:

304 & 294 KAREN DRIVE

LAND LOT: 696	LOT: 1&2 BLOCK:
DISTRICT: 1ST	SUB: ALPHA PARK
FULTON COUNTY	
GEORGIA	
FIELD DATE: 05/01/20	AREA = 0.885 ACRES
PLAT DATE: 05/27/20	JOB No. 19316RP





City Council Meeting STAFF REPORT

Submitting Department: Public Safety
Submitted By: Stephanie Cochran
Sponsored By:
Meeting Date: December 6, 2021

I. AGENDA ITEM TITLE: REPLACEMENT OF EXTRICATION EQUIPMENT (PUBLIC SAFETY DEPARTMENT)

II. RECOMMENDATION:

Approve the purchase of extrication rescue equipment from Holmatro Rescue Equipment, d.b.a. Georgia Fire & Rescue Supply in an amount not to exceed \$154,159.64 and adopt, as presented, the resolution authorizing the Mayor to execute all associated documents with Banc of America Public Capital Corporation for the purposes of financing the extrication equipment.

III. BUDGET IMPLICATIONS:

BUDGETED ITEM: YES

FISCAL IMPACT: YES

INCLUDED IN CURRENT FY CPTL BUDGET: YES

INCLUDED IN CURRENT FY OPRT.
BUDGET: NO

TOTAL PROJECT COST: \$31,797.20 ANNUAL CAPITAL LEASE
PAYMENT (5-YEAR TERM). \$154,160 CAPITAL FINANCING.

APPROPRIATIONS:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Extrication Equipment (30131150-542100-C2231)	\$154,159.64
Capital Lease - Principal Expense (30131150-581200-C2231)	\$31,033.52
Capital Lease - Interest Expense (30131150-582200-C2231)	\$763.68
PS Equipment Replacement (30131150-542100-C1401)	-\$31,797.20

EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
Capital Lease (30131150-393500-C2231)	\$154,159.64
-	\$0.00
-	\$0.00
-	\$0.00

IV. REPORT IN BRIEF:

The Department of Public Safety seeks approval to purchase replacement extrication rescue equipment from Holmatro Rescue Equipment, d.b.a. Georgia Fire & Rescue Supply at a cost of \$154,159.64.

The City's current extrication equipment was purchased in 2009 (13-years old) and has reached the end of its useful life. This request includes replacement of two full sets of extrication tools for the ladder/quint trucks and a combi tool for each engine company (5 in total). The City has standardized on the Holmatro platform for extrication equipment based on the underlying performance and its adoption in our local area and nationwide.

Staff proposes to fund this equipment replacement through a capital lease financing (5-year term) that, upon maturity, will be rolled into a new capital lease purchase - thus ensuring the Department has the most advanced and effective equipment available.

There have been many advancements since the current extrication equipment was purchased. The current equipment is hydraulic, while the new equipment will be battery-powered and lighter (more mobile). As such,

the new extrication equipment will decrease the time needed to deploy in critical life situations. The proposed extrication equipment will be compatible with a majority of other neighboring departments, such as Johns Creek, Milton, and Sandy Springs. With the continued innovation within the automobile industry, manufacturers are using lighter materials (boron, carbon rolled steel, etc) that are stronger (occupant safety) and lighter (improved fuel efficiency). Downside with these materials involves distanglement with our current extraction equipment. The new equipment is much better at handling these new automotive materials.

Georgia Fire & Rescue Supply is the only distributor in Georgia for Holmatro. The attached quote includes all costs associated with the purchase of the extrication equipment and totals \$154,159.64. The quote is based on NPPGov pricing (national cooperative purchasing organization offering competitively procured contracts to member governmental entities).

Capital Lease Program

The Finance Department obtained quotes for the extrication equipment financing from Banc of America (1.3%) and Republic First National (3.29%).

Banc of America is the recommended partner for this transaction.

Transaction terms include:

- Loan amount: \$154,160
- 5-year term;
- 1.3113% fixed interest rate;
- no closing costs; and
- \$31,797.20 annual payment.

The Public Safety Department has \$32,000 currently funded in the capital budget for this lease payment (based on the original anticipated replacement of certain pieces each year instead of getting all of the old equipment replaced at one time). Starting in FY 2023, this lease payment will be added to the Department's operating budget.

V. ALTERNATIVES:

VI. ATTACHMENTS:

Quote # 100121-RM01, DRAFT - RESO AUTH EXEC SCHED 6(4471803.1), DRAFT-Executable Schedule of Property No. 6 - BANA - Alpharetta,, DRAFT-Executable Sch 6 Restricted Account Agreement - BANA - Alpharetta, DRAFT-Executable Bank Qualification Certificate - Alpharetta Schedule No..., Executed Lease Docs, DRAFT - OPINION OF COUNSEL - SCHEDULE No 6(4471802.1), LOC-Intergovernmental-Agreement, MPA-1910-LOC-and-Holmatro-DUAL-SIGNATURE

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495

www.georgiafirerescue.com

602 Water Tank Road
Canton, GA 30115

3% fee added to purchase
made with credit card on totals
of \$3000 or more

Quote

Quote Number:
100121-RM01

Quote Date:
Nov 9, 2021

Page:
1

Quoted to:

Alpharetta Fire Department
Alpharetta Fire Dept
2565 Old Milton Pkwy
Alpharetta, GA 30009
TISA

Alpharetta Fire Department
Alpharetta Fire Dept
2565 Old Milton Parkway
Alpharetta, GA 30009
TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Alpharetta FD		12/9/21	Net 30 Days	McElwee, Ryan	

Quantity	Item	Description	Unit Price	Extension
		Heavy Duty (List Price)		
1.00	159.000.179	Pentheon Cutter PCU60	13,360.00	13,360.00
1.00	159.000.182	Pentheon Spreader PSP60	15,116.00	15,116.00
1.00	159.000.062	PTR50 Telescopic Ram	10,395.00	10,395.00
1.00	151.001.902	TRE05 Extension Pipe 17.3"	996.00	996.00
6.00	151.000.583	PBPA287 Battery	734.00	4,404.00
3.00	151.000.742	PBCH2 Battery Charger (AC-US)	583.00	1,749.00
3.00	151.000.499	PCTC1 On Tool Charging Cord	93.86	281.58
2.00	151.000.503	DCPC1 Daisy Chain Power Cord	13.00	26.00
1.00	151.000.743	PMC2 Main Power Connector(US) (AC ADAPTER)	1,340.00	1,340.00
1.00	151.001.164	HOLMATRO - Cross Ram Support Set XRS01 (XRS01S & XRS01L)	892.00	892.00
		Medium Duty Set (List Price)		
1.00	159.000.064	Pentheon Spreader PSP40	12,890.00	12,890.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	
			Total	Continued

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495

www.georgiafirerescue.com

602 Water Tank Road
Canton, GA 30115

3% fee added to purchase
made with credit card on totals
of \$3000 or more

Quote

Quote Number:
100121-RM01

Quote Date:
Nov 9, 2021

Page:
2

Quoted to:

Alpharetta Fire Department
Alpharetta Fire Dept
2565 Old Milton Pkwy
Alpharetta, GA 30009
TISA

Alpharetta Fire Department
Alpharetta Fire Dept
2565 Old Milton Parkway
Alpharetta, GA 30009
TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Alpharetta FD		12/9/21	Net 30 Days	McElwee, Ryan	
Quantity	Item	Description		Unit Price	Extension
1.00	159.000.063	Pentheon Cutter PCU50		12,480.00	12,480.00
1.00	159.000.062	PTR50 Telescopic Ram		10,395.00	10,395.00
1.00	151.001.902	TRE05 Extension Pipe 17.3"		996.00	996.00
6.00	151.000.583	PBPA287 Battery		734.00	4,404.00
3.00	151.000.742	PBCH2 Battery Charger (AC-US)		583.00	1,749.00
3.00	151.000.499	PCTC1 On Tool Charging Cord		103.00	309.00
2.00	151.000.503	DCPC1 Daisy Chain Power Cord		13.00	26.00
1.00	151.000.743	PMC2 Main Power Connector(US) (AC ADAPTER)		1,340.00	1,340.00
1.00	151.001.164	HOLMATRO - Cross Ram Support Set XRS01 (XRS01S & XRS01L) **Combi Tools** (List Price)		892.00	892.00
5.00	159.000.118	PENTHEON PCT50 Combi Tool		13,166.00	65,830.00
10.00	151.000.583	PBPA287 Battery		734.00	7,340.00
5.00	151.000.742	PBCH2 Battery Charger (AC-US)		583.00	2,915.00
			Subtotal	Continued	
			Sales Tax	Continued	
			Freight		
			Total	Continued	

Georgia Fire & Rescue Supply

(770) 479-5495 • (866) 479-5495

www.georgiafirerescue.com

602 Water Tank Road
Canton, GA 30115

3% fee added to purchase
made with credit card on totals
of \$3000 or more

Quote

Quote Number:
100121-RM01

Quote Date:
Nov 9, 2021

Page:
3

Quoted to:

Alpharetta Fire Department
Alpharetta Fire Dept
2565 Old Milton Pkwy
Alpharetta, GA 30009
TISA

Alpharetta Fire Department
Alpharetta Fire Dept
2565 Old Milton Parkway
Alpharetta, GA 30009
TISA

Customer ID		Good Thru	Payment Terms	Sales Rep	
Alpharetta FD		12/9/21	Net 30 Days	McElwee, Ryan	
Quantity	Item	Description		Unit Price	Extension
5.00	151.000.499	PCTC1 On Tool Charging Cord		103.00	515.00
5.00	151.000.743	PMC2 Main Power Connector(US) (AC ADAPTER)		1,340.00	6,700.00
		Trade In			
1.00		7 sets fully functioning 4th generation core holmatro hydraulic rescue tools to include spreader, cutter, ram, pump, and hose		6,386.65	-6,386.65
1.00		NPPGOV Holmatro discount (9.8% off list)		16,794.29	-16,794.29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN SCHEDULES AND OTHER DOCUMENTS RELATING TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, EXECUTED ON FEBRUARY 18, 2016, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of extrication rescue equipment (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee entered into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), on February 18, 2016, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property No. 6 and the forms of the Rental Payment Schedule attached to Schedule of Property No. 6, are in

the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provision of Schedule of Property No. 6 and the attached Rental Payment Schedule are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee Schedule of Property No. 6 under which a separate Lease (as defined in the Agreement) is created, the Rental Payment Schedule and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement for Schedule of Property No. 6 shall not exceed \$154,160.00; (b) the maximum term under any Lease entered into pursuant to the Agreement, as amended, shall not exceed five (5) years for Schedule of Property No. 6; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed the lesser of the maximum rate permitted by law or 1.3113% per annum. The Authorized Officials may sign and deliver the Lease to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in the Lease.

Section 3. Ratification of Schedule of Property Nos. 1-5. Schedule of Property Nos. 1-5 and all related documents previously entered into by the parties are hereby confirmed and ratified in all respects.

Section 4. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action

necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

SO RESOLVED, this _____ day of _____, 2021.

[signatures on following page]

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Donald Mitchell, Mayor Pro Tem

Jason Binder

Ben Burnett

John Hipes

Dan Merkel

Karen Richard

(SEAL)

Attest:

Approved as to form and
legal sufficiency:

Lauren Shapiro, City Clerk

Michael Stacy, City Attorney

CLERK'S CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the foregoing Resolution No. _____ the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20____. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Lauren Shapiro, City Clerk

(SEAL)

SCHEDULE OF PROPERTY NO. 6

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta Georgia, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”). This Schedule of Property No. 6 (this “*Schedule*”) constitutes a “Lease” for all purposes under the Agreement, and is by and between the Lessee and Bank of America, National Association, a national banking association (the “*Lessor*”), an affiliate of Banc of America Public Capital Corp (“*BAPCC*”). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to “Lessor” contained herein and therein, and in the Agreement, shall be deemed to be a reference to Bank of America, National Association, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to the Agreement.

2. *Equipment.* For purposes of the Lease created hereby, the items of Equipment hereby included under this Schedule consist of the following: Pentheon PCT50 Combi Tool, Pentheon Spreader PSP60, Pentheon Cutter PCU60, Pentheon PTR50, associated support/maintenance, all as more fully described in each Disbursement Request submitted pursuant to the Restricted Account Agreement (as defined herein), together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit A* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lease Proceeds to acquire and install the Equipment listed in this Schedule are paid by Lessor to Lessee for deposit into the Account (as defined in the Restricted Account Agreement) for that purpose (the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of this Lease pursuant to a resolution adopted by the governing body of Lessee on December 6, 2021; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. Notwithstanding anything in the Agreement to the contrary, Lessor and Lessee agree that for purposes of this Lease only, the Restricted Account Agreement constitutes an "Escrow Agreement" and, to the extent applicable, the Account constitutes an "Escrow Fund," under the applicable provisions of the Agreement.

6. *Lease Proceeds.* The total principal amount of the Lease Proceeds that Lessor shall pay to the Lessee in connection with this Schedule is \$154,159.64, which \$154,159.64 is for deposit into the restricted account established by Lessee pursuant to the Restricted Account Agreement dated December 15, 2021 (the "*Restricted Account Agreement*") to be disbursed in accordance with the terms of the Restricted Account Agreement and this Lease. It is expected that by 12 months from the date of this Schedule, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Restricted Account Agreement will be signed by Lessee, approved by Lessor and delivered to the Lessee on or before 12 months from the date of this Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 12th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and four (4) consecutive Renewal Terms, with the final Renewal Term ending on May 4, 2026, subject to earlier termination pursuant to the Agreement.

9. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is May 1, 2024.

10. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 1.3113% per annum. The Taxable Rate for this Schedule is 1.6506% per annum.

Dated: December 15, 2021

LESSOR:

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: _____

Name: _____

Title: _____

By: _____

Name: Jim Gilvin

Title: Mayor

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A

**RENTAL PAYMENT SCHEDULE
(Schedule of Property No. 6)**

RENTAL Payment Date	RENTAL Payment Amount	INTEREST Portion 1.3113%	PRINCIPAL Portion	OUTSTANDING Balance	PREPAYMENT Price
12/15/2021	N/A	N/A	N/A	\$154,159.64	N/A
5/1/2022	\$31,797.20	\$763.68	\$31,033.52	\$123,126.12	N/A
5/1/2023	\$31,797.20	\$1,614.56	\$30,182.64	\$92,943.47	N/A
5/1/2024	\$31,797.20	\$1,218.77	\$30,578.43	\$62,365.04	\$62,365.04
5/1/2025	\$31,797.20	\$817.79	\$30,979.41	\$31,385.64	\$31,385.64
5/1/2026	\$31,797.20	\$411.56	\$31,385.64	\$0.00	\$0.00
	-----	-----	-----		
	\$158,986.00	\$4,826.36	\$154,159.64		

RESTRICTED ACCOUNT AGREEMENT

December 15, 2021

Bank of America, National Association
555 California St., 4th Floor
San Francisco, CA 94104

Ladies and Gentlemen:

The City of Alpharetta, Georgia (the “City”) and Bank of America, National Association (“Lessor”) are entering into Schedule of Property No. 6 dated December 15, 2021 (the “Schedule”), which incorporates the terms of the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016, by and between the City and Banc of America Public Capital Corp (the “Master Agreement” and, together with the Schedule, the “Lease”).

Pursuant to the Lease, Lessor agrees, among other things, to fund certain sums for the purpose of financing the purchase of certain equipment by the City. In order to induce Lessor to enter into the Lease and fund the amounts contemplated under the Lease, and as a condition for Lessor’s entering into the Lease and funding such amounts, Lessor has requested the City execute this Restricted Account Agreement (this “Agreement”) and the City has agreed to do so.

With reference to the foregoing facts, the parties agree as follows:

1. The City shall establish an account within the City’s General Fund entitled the “**BAPCC Lease Restricted Cash Account**” (the “Account”) to serve as the restricted account pursuant to the Lease. The City shall provide satisfactory evidence of the establishment of the Account to Lessor, on or before the funding of the amounts contemplated under the Lease. Withdrawals and disbursements from the Account may be made only in accordance with the Lease and paragraphs 3 and 4 of this Agreement. The City shall bear all costs to administer the Account.
2. The City shall place in the Account all amounts that Lessor funds under the Lease and shall promptly return to Lessor any amounts remaining in the Account after twelve (12) months from the date of the Schedule (the “Acquisition Period”) for application in accordance with Section 4.07 of the Master Agreement.
3. The City may withdraw cash from the Account only (a) upon completion by the City of a disbursement request substantially in the form of Exhibit A attached hereto (a “Disbursement Request”), approved by Lessor and in the amount specified in such Disbursement Request; or (b) as set forth in Section 2 above. No further consent or direction is needed for disbursement.
4. The City may invest, or cause to be invested, sums held in the Account in investments in compliance with all laws and regulations applicable to the City and to such investments. The City shall maintain adequate accounting records so as to reflect and control the restricted allocation of the cash on deposit in the Account and to reflect the security interest of

Lessor in and to such investments or portion thereof. All interest and proceeds on such investments will accrue to the City's benefit, subject to the security interest granted herein by the City to Lessor.

5. The City shall receive, hold, and disburse cash from the Account for the benefit of the Lessor and the City in accordance with the terms of this Agreement and the Lease. Within 30 days after the end of each calendar quarter, and on any other day that Lessor shall request, the City shall deliver to Lessor a statement in reasonable detail showing, as of the date of the statement, (a) the amount of cash held in the Account; (b) the amount of interest earned on the amounts in the Account; (c) the investments made from the cash in the Account and the dividends, interest, and profits thereon; and (d) the payee of all amounts disbursed from the Account.

6. This Agreement and the security interest in the Collateral (defined herein) granted to Lessor under this Agreement (see paragraph 7 below) secure the prompt payment and performance of the City's payment obligations under the Lease and this Agreement (collectively, the "*Obligations*").

7. The City hereby pledges and grants to Lessor a first priority and exclusive security interest in and to the Account, all sums contained in the Account, any investment of funds in the Account, and all products and proceeds from those investments (collectively, the "*Collateral*") as additional security for the Obligations. In addition to Lessor's other rights and remedies under this Agreement, the Lease and applicable law, to the extent allowed by law, (a) the City grants Lessor all rights and remedies relating to the Collateral of a secured party under the Uniform Commercial Code as in effect on the date hereof in the State of Georgia (the "*UCC*"); (b) the City shall execute and deliver, concurrently with the execution and delivery of this Agreement, one or more UCC-1 Financing Statements reflecting Lessor's security interest in the Collateral under this Agreement; and (c) no application of all or any part of the cash from the Account, pursuant to this Agreement or the Lease, will in any way release, satisfy, or discharge any of the unpaid balance of Obligations, except to the extent applied to the Obligations by Lessor. This Agreement constitutes notice of Lessor's security interest in the Collateral under the UCC. No delay or omission by Lessor in exercising any of its rights or remedies waives or impairs any of Lessor's rights or remedies under this Agreement or the Lease.

8. The City shall cooperate with Lessor and shall execute, deliver and file, or cause to be executed, delivered and filed, all financing statements, payment notices and other documents and instruments. The City shall take such other lawful action as Lessor reasonably requests from time to time to accomplish and satisfy the provisions and purposes of this Agreement.

9. All notices, requests, and demands to be made hereunder to the parties must be made in the manner set forth in, and must be directed to, the addresses set forth in, the Master Agreement.

10. No change, waiver, release, discharge, withdrawal, revocation, or termination of this Agreement is effective and enforceable unless evidenced by a written document signed by the party against which enforcement of the change, waiver, discharge, withdrawal, revocation, or termination is sought, and then only to the extent specifically provided in that document.

11. This Agreement is governed by, and is to be construed in accordance with, the laws

of the State of Georgia.

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

13. The rights and remedies under this Agreement are limited to the extent necessary to avoid invalidation or to make this Agreement legal and enforceable. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement will not be affected, prejudiced, or disturbed by the partial invalidity, illegality, or unenforceability.

14. The City shall not assign any right or duty with respect to the Account, this Agreement, or Account funds without Lessor's prior written consent. Lessor may assign its security interest granted in this Agreement to any assignee permitted under Section 11.01 of the Master Agreement.

[Remainder of page intentionally left blank; signature page follows]

Executed and dated as of the date first above written.

Very truly yours,

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: Jim Gilvin
Title: Mayor

AGREED AND ACCEPTED:

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A
(to Restricted Account Agreement)

FORM OF DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. _____

I, the undersigned, hereby certify that I am the duly qualified and acting officer or official of the City of Alpharetta, Georgia (the “City”). On behalf of the City, I hereby request a disbursement in the amount of \$_____ with respect to the Equipment listed below (and on the invoices attached hereto), which is subject to Schedule of Property No. 6 dated December 15, 2021 (the “Schedule”), between the City and Bank of America, National Association (the “Lessor”), to that certain Master Equipment Lease/Purchase Agreement dated as of February 18, 2016, by and between the City and Banc of America Public Capital Corp (the “Master Agreement” and, together with the Schedule, the “Lease”).

Disbursement Amounts:

Vendor’s Name and Address	Invoice Number	Dollar Amount	Purpose
<Vendor’s Name> <Vendor Address 1> <Vendor Address 2> <Vendor Address 3>	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<description of equipment; ex “police cruiser,” and related VIN or serial no. and model>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<description of equipment; ex “police cruiser,” and related VIN or serial no. and model>

The undersigned hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

1. Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by the City in the stated amount, (b) the same is a proper charge against the Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by the City and the City requests reimbursement thereof).

2. Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by the City. Attached hereto is a copy of the invoice with respect to such obligation.

3. The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

4. This requisition contains no item representing payment on account, or any retained percentages which the City is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the City).

5. The Equipment is insured in accordance with the Lease.

6. No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

7. The disbursement shall occur during the Acquisition Period.

8. The representations, warranties and covenants of the city set forth in the Lease are true and correct as of the date hereof.

9. No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

10. The information in this Disbursement Request regarding each Vendor is true and correct, and their respective payment instructions has been verified and confirmed by the City and the Lessor can rely on the City's verification and confirmation of the accuracy of such payment instructions used by the City to make such payments. The City hereby acknowledges and agrees that any call-back performed by Lessor to verify any information or instructions pursuant to this Disbursement Request shall be made to the City only and Lessor shall have no obligation to call-back any Vendor listed above.

Terms used in this Disbursement Request and not defined herein have the meanings given to those terms in the Lease.

Dated: _____

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: _____
Title: _____

Disbursement Authorized:

BANK OF AMERICA, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of the City of Alpharetta, Georgia (the “*Lessee*”), hereby certifies in connection with Schedule of Property No. 6, dated December 15, 2021, between Bank of America, National Association and Lessee, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February 18, 2016, between Banc of America Public Capital Corp and Lessee (such Schedule of Property and incorporated terms and provisions are herein referred to as the “*Lease*”), as follows:

1. The obligations evidenced by the Lease are not “private activity bonds” as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the “*Code*”);
2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and
4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year have been designated for purposes of Section 265(b)(3) of the Code.

Dated: December 15, 2021

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____
Name: Jim Gilvin
Title: Mayor

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of February 18, 2016, and entered into by and between Banc of America Public Capital Corp, a Kansas corporation ("*Lessor*"), and the City of Alpharetta, a body politic and corporate created and existing under the laws of the State of Georgia ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease, purchase and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and each Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

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

"*Acquisition Amount*" means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds (if any) that are legally available for the purpose, to acquire and install the Equipment listed in such Lease.

"*Acquisition Period*" means, with respect to each Lease for which an Escrow Fund is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

"*Agreement*" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“Commencement Date” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (b) the date on which sufficient moneys to acquire and install the Equipment listed in such Lease are deposited for that purpose in an Escrow Fund.

“Contract Rate” means, with respect to each Lease, the rate identified as such in the related Schedule.

“Equipment” means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“Equipment Costs” means, with respect to each Lease, the total cost of the Equipment listed in the related Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and other costs incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the related Lease; *provided* that (a) any such soft costs on a cumulative basis shall not exceed a percentage approved by Lessor of the total cost of the Equipment subject to such Lease and (b) in no event shall capitalizable delivery costs, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor’s prior consent.

“Escrow Agreement” means, with respect to each Lease for which an Escrow Fund is established, an Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Fund is established and administered.

“Escrow Agent” means, with respect to each Lease for which an Escrow Fund is established, the Escrow Agent identified in the related Escrow Agreement, and its successors and assigns.

“Escrow Fund” means, with respect to any Lease, the fund established and held by the Escrow Agent pursuant to the related Escrow Agreement.

“Event of Default” means an Event of Default described in Section 12.01.

“Event of Non-appropriation” means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under

such Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“Lease” means a Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Schedule.

“Lease Proceeds” means, with respect to each Lease for which an Escrow Fund is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

“Lease Term” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule.

“Lessee” means the entity referred to as Lessee in the first paragraph of this Agreement.

“Lessor” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments and other amounts due thereunder) and any related Escrow Fund pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“Material Adverse Change” means (a) any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease or (b) a downgrade in Lessee’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by Lessee for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Original Term” means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the fiscal year of Lessee in effect at such Commencement Date.

“Payment Schedule” means, with respect to each Lease, the Rental Payment Schedule attached to and made a part of the related Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“Prepayment Price” means, with respect to each Lease, the amount that Lessee shall pay to Lessor to prepay its obligations under such Lease as provided in Section 10.01 hereof.

“Renewal Terms” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after

the end of the Original Term and each having a duration of one year and a term coextensive with each successive Lessee's fiscal year; *provided* that the final such renewal term shall commence on the first day of the last fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"*Rental Payment Date*" means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

"*Rental Payments*" means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"*Schedule*" means each separately numbered Schedule of Property, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Schedule of Property.

"*State*" means the State of Georgia.

"*Taxable Rate*" means, with respect to each Lease, the rate identified as such in the related Schedule.

"*Vendor*" means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is [the State] [a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State], with full power and authority to enter into this Agreement, each Lease, each Escrow Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and under each Lease and each Escrow Agreement.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and related Escrow Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all

requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease and related Escrow Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate of the State.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 210 days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than 30 days prior to the end of its current fiscal year. The financial statements described in subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any

person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Agreement, any Lease or any Escrow Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and the Escrow Fund and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Schedule. Upon the execution and delivery of each Lease, Lessor leases, sells and transfers to Lessee, and Lessee acquires, purchases and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to

obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due under each Lease, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment at the location(s) to be specified by Lessor; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment thereunder pursuant to this Section 3.03.

Section 3.04. Conditions to Lessor's Performance. (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Schedule, executed by Lessee;
- (ii) If an Escrow Fund is to be established with respect to such Lease, an Escrow Agreement substantially in the form set forth in *Exhibit I* hereto, executed by Lessee and the Escrow Agent;
- (iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as *Exhibit C-1*;
- (iv) A copy, certified as full, true and correct by the Clerk or Secretary or other comparable officer of Lessee, of a resolution, ordinance or other official action of Lessee's governing body, in substantially the form attached hereto as *Exhibit C-2*, authorizing the execution and delivery of this Agreement and each Lease and related Escrow Agreement entered into pursuant hereto and performance by Lessee of its obligations under each Lease and related Escrow Agreement entered into pursuant hereto;
- (v) An opinion of counsel to Lessee, in substantially the form attached hereto as *Exhibit D*, respecting this Agreement and each Lease and Escrow Agreement entered into pursuant hereto;
- (vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) If Lessee has designated the Lease then being entered into as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate in substantially the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G/GC with respect to the Lease then being entered into, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(xi) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lessor's interest thereon;

(xii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(xiii) Original invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xiv) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xv) Such other items, if any, as are set forth in the related Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations pursuant to any Lease and the related Escrow Agreement shall be subject to: (i) no Material Adverse Change shall have occurred since the dated date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect shall be threatened and (iv) no Lease shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or reimburse Lessee for its prior

expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(x) hereof), upon receipt of the documents described in Sections 5.01(a) and (b); or (ii) if an Escrow Fund is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Schedule with the Escrow Agent as provided in the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between a Schedule and this Agreement, the terms of the Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within 10 days of its due date, Lessee shall pay an administrative late charge of 5% of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in

this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment, disputes with the Vendor of any Equipment or Lessor, any accident, condemnation or unforeseen circumstances or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations.

Section 4.05 Tax Covenants. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Fund under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Fund under any Escrow Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Fund, any funds not applied to Equipment Costs and remaining in such Escrow Fund on the earlier of (a) the expiration of the applicable Acquisition Period and (b) the date on which Lessee delivers to the Escrow Agent the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Fund shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the unpaid principal balance of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery Installation and Acceptance of Equipment. (a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Fund has been established with respect to such Lease as provided in Section 3.04 hereof, Lessee shall deliver Disbursement Requests to the Escrow Agent pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Fund to pay (or reimburse) Equipment Costs for the Equipment acquired and pursuant to such Lease.

(b) Lessee shall deliver to Lessor, or to an Escrow Agent if an Escrow Fund has been established with respect to the related Lease, original invoices (and proof of payment of such

invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Escrow Fund, Lessor shall, upon receipt of the Final Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as *Exhibits A* and *B*, respectively. Lessee shall execute and deliver to Lessor such Schedule of Property and Rental Payment Schedule as a Schedule pursuant to Section 3.04(a)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location (or the base location with respect to motor vehicles) specified for it in the related Lease without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it will maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon payment of all amounts due and owing under a Lease in accordance with Section 10.01 (including upon payment of all Rental Payments and other amounts payable under such Lease), Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Fund and (c) any and all proceeds of any of the foregoing. Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment subject to such Lease, any related Escrow Fund and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property; No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; *provided*, that if Lessor is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor in its discretion from any party

taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section, the replacement equipment (the "*Replacement Equipment*") shall be of new or of a quality type, utility and condition at least as good as the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged equipment in accordance with Section 10.01(b).

For purposes of this Article, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying such Prepayment Price shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Prepayment Option. Lessee shall have the option to prepay all, but not less than all, its obligations under a Lease, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the applicable Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in the related Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid balance as set forth in such Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or 60 days after the casualty event) upon payment in full to Lessor of the sum of (i) any Rental Payment then due under such Lease *plus* (ii) the then applicable Outstanding Balance *plus* (iii) all other amounts then owing hereunder or, in the event such prepayment occurs on a date other than a Rental Payment date, the sum of (x) the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (y) accrued interest on the Outstanding Balance relating to the Rental Payment immediately prior to the date of such prepayment *plus* (z) all other amounts then owing hereunder; or

(c) Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

After payment of the applicable Prepayment Price and all other amounts owing under a Lease, Lessor's security interests in and to the Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor. (a) Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease and its security interest in the Equipment subject to the related Lease and in any related Escrow Fund, and all proceeds therefrom, may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or subassignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "*accredited investor*" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing a Lease (or any interest therein) for its own account with no present intention to resell or distribute such Lease (or interest therein), subject to each investor's right at any time to dispose of the related Lease or any interest therein as it determines to be in its best interests, (ii) shall not result in more than 35 owners of Lessor's rights and interests under a Lease or the creation of any interest in a Lease in an aggregate principal component that is less than the lesser of \$100,000 or the then aggregate unpaid principal component of such Lease and (iii) shall not require Lessee to make Rental Payments, send notices or otherwise deal with respect to matters arising under a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "*Lease Servicer*") to act on their behalf with respect to the rights and interests of Lessor under the related Lease and Escrow Agreement, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of Lessor's right, title and interest in, to and under a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee

shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or a Vendor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment and all of Lessor's security interest in and to the Escrow Fund, or all rights in, to and under the Escrow Agreement. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached to this Agreement, within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Fund relating thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified therein or (ii) maintain insurance as required under such Lease (including Section 7.02 incorporated therein);

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or such Lease on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided that*, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if

such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any event of default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregate amount in excess of \$100,000;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under a Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or with respect to the Equipment listed therein;

(c) Lessor may terminate the Escrow Agreement relating to such Lease and apply any proceeds in the Escrow Fund thereunder to the Rental Payments due under such Lease; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or the Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to such Lease or with respect to the related Escrow Fund.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, *provided* that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

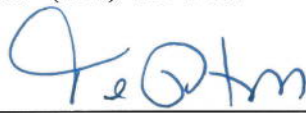
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: 

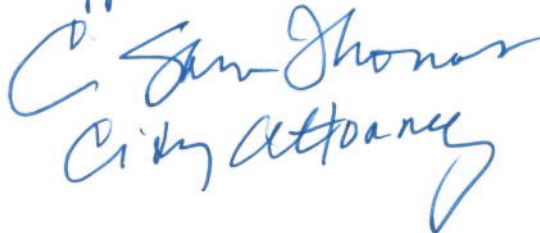
Name: Terri Preston
Title: Authorized Agent

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: 

Name: David Belle Isle
Title: Mayor

Approved AS TO FORM:

City Attorney

LIST OF EXHIBITS

Exhibit A	—	Form of Schedule of Property
Exhibit B	—	Form of Rental Payment Schedule
Exhibit C-1	—	Form of Incumbency and Authorization Certificate
Exhibit C-2	—	Form of Authorizing Resolution
Exhibit D	—	Form of Opinion of Lessee's Counsel
Exhibit E	—	Form of Final Acceptance Certificate
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Form of Bank Qualification Designation
Exhibit H	—	Form of Notice and Acknowledgement of Assignment
Exhibit I	—	Form of Escrow and Account Control Agreement

EXHIBIT A

FORM OF SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta Georgia, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
----------	-------------	------------	-----------	----------

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to a resolution approved on _____, 20__; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ESCROW AGREEMENT IS USED:

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Schedule is \$_____, which \$_____ is for deposit into the Escrow Fund. It is expected that by [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before [six (6)] [twelve (12)] [eighteen (18)] months from the date of this Schedule.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

[7][8]. *Lease Term.* The Lease Term shall consist of the Original Term and ____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

[8][9]. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is _____.

[9][10]. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is _____% per annum. The Taxable Rate for this Schedule is _____% per annum.

[OPTION: IF MOTOR VEHICLES ARE BEING FINANCED:

[10][11]. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* [_____]
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[OPTION: IF EQUIPMENT BEING FINANCED MAY CONSTITUTE FIXTURES:

[11][12]. Lessee hereby represents and warrants for the benefit of Lessor that Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:
City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Finance Department

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium]
---------------------------	-----------------------------	---------------------	----------------------	------------------------	---

EXHIBIT C-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each between Lessee and Banc of America Public Capital Corp ("*Lessor*"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____
Name: _____
Title: Clerk, City of Alpharetta, Georgia

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Alpharetta (the "*Lessee*"), a city and politic duly organized and existing under the laws of the State of GEORGIA, is authorized by the laws of the State of GEORGIA to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of _____ [insert general description, such as public works equipment, office equipment, public safety vehicles, communications] (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "*Agreement*") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "*Lessor*"), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by _____ [insert title of officials] of the Lessee (the "*Authorized Officials*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$_____; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed [seven] years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of [two] years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The _____ and _____ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, a duly elected or appointed and acting _____ City Clerk of the Lessee identified in the above Resolution No. ____ (the "*Resolution*"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on _____, 20____. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of February, 2016.

APPROVED: CITY COUNCIL OF THE CITY
OF ALPHARETTA, GEORGIA

Name: _____
Title: _____

EXHIBIT D

FORM OF OPINION OF LESSEE'S COUNSEL (to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February __, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("*Lessee*"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "*Agreement*") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("*Lessor*"), and Lessee; (b) an executed counterpart of Schedule of Property No. _____, dated February __, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "*Original Schedule*"), has attached the Rental Payment Schedule with respect thereto (the "*Original Rental Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the "*Equipment*"); [(c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of February __, 2016 (the "*Escrow Agreement*"), among Lessor, Lessee and _____, as Escrow Agent;] (d) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule[, the Escrow Agreement] and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "*Additional Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the "*Lease.*" Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "*Additional Lease.*"

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and [has a substantial amount of the following sovereign powers:

(a) the power to tax, (b) the power of eminent domain, and (c) police power] [is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code].

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease, the Escrow Agreement and each Additional Lease and to perform its obligations under the Lease, the Escrow Agreement and each Additional Lease.

3. The Lease, the Escrow Agreement and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, each of the Lease and the Escrow Agreement constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease, the Escrow Agreement and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease, the Escrow Agreement or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

[6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.]

All capitalized terms herein shall have the same meanings as in the Agreement, the Lease or the Escrow Agreement, unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

Printed Name: _____

Firm: _____

Address: _____

Telephone No.: _____

Signature: _____

Dated: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated February 18, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February __, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the "*Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: February __, 2016

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, 20____, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

In connection with the above-referenced Schedule of Property (the "*Schedule*"), the City of Alpharetta (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of the City of Alpharetta, Georgia (the "Lessee") certifies in connection with Schedule of Property No. _____, dated February __, 2016, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February __, 2016 (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), each between Banc of America Public Capital Corp and Lessee, as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and

4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year have been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

CITY OF ALPHARETTA, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the "*Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*"), each between Assignor and the City of Alpharetta, Georgia ("*Lessee*"), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Schedule and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____ (the "*Escrow Agreement*"), among Lessee, Assignor and Deutsche Bank Trust Company Americas, as Escrow Agent, together with the Escrow Fund related thereto (collectively, the "*Assigned Property*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Schedules of Property entered into under the Agreement and rental payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) except as provided in Section 3.03 of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rents Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Fund	\$ _____

4. The Lease remains in full force and effect, has not been amended and no event of default (or event which with the passage of time or the giving of notice or both would constitute a default) or threatened non-appropriation has occurred thereunder.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Fund, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF ALPHARETTA
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By: _____
Name: _____
Title: _____

EXHIBIT I

ESCROW AND ACCOUNT CONTROL AGREEMENT

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	BASE LOCATION
2	Pierce Enforcer Pumper	To be provided with Final Acceptance Certificate	2 Park Plaza Alpharetta, GA 30009

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Lessor pays the Vendor the Acquisition Amount (the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to [a resolution adopted by Lessee on February 1, 2016; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor is \$992,808. Notwithstanding anything to the contrary contained in the Agreement, for purposes of this Schedule, the Lessor shall pay the Acquisition Amount to the Vendor upon receipt from the Vendor of a payment and performance bond in form and substance satisfactory to Lessor naming Lessor as a dual obligee in form and substance satisfactory to Lessor, in addition to satisfaction of all closing conditions set forth in the Agreement. Lessee shall not be required to submit a Final Acceptance Certificate in order for the Vendor to be paid; provided, however, Lessee shall promptly submit Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, to Lessor upon receipt and acceptance of the Equipment, in no event later than February 18, 2017.

7. *Lease Term.* The Lease Term shall consist of the Original Term and ten (10) consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2025, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is November 1, 2016

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 1.83% per annum. The Taxable Rate for this Schedule is 2.9314% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* City of Alpharetta, Georgia
- (b) *Lienholder:* Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[Remainder of Page Intentionally Left Blank; Signature Page follows]

Dated: February 18, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

City of Alpharetta
2 Park Plaza, 2nd Floor
Alpharetta, Georgia 30009
Attention: Budget and Procurement Office

By: 

Name: Terri Preston
Title: Authorized Agent

By: 

Name: David Belle Isle
Title: Mayor

Counterpart No. 2 of 2 manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

*Approved As To Form -
San Thomas, City Attorney*

[Signature page to Schedule of Property No. 1]

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Date	starting balance	takedowns	debt service	interest	principal	ending balance
2/19/2016	\$ -	\$ 992,808.00	\$ -	\$ -	\$ -	\$ 992,808.00
11/1/2016	\$ 992,808.00	\$ -	\$ 108,981.52	\$ 12,752.61	\$ 96,228.91	\$ 896,579.09
11/1/2017	\$ 896,579.09	\$ -	\$ 108,981.52	\$ 16,452.22	\$ 92,529.30	\$ 804,049.79
11/1/2018	\$ 804,049.79	\$ -	\$ 108,981.52	\$ 14,754.30	\$ 94,227.22	\$ 709,822.57
11/1/2019	\$ 709,822.57	\$ -	\$ 108,981.52	\$ 13,025.24	\$ 95,956.28	\$ 613,866.29
11/1/2020	\$ 613,866.29	\$ -	\$ 108,981.52	\$ 11,264.44	\$ 97,717.08	\$ 516,149.21
11/1/2021	\$ 516,149.21	\$ -	\$ 108,981.52	\$ 9,471.33	\$ 99,510.19	\$ 416,639.02
11/1/2022	\$ 416,639.02	\$ -	\$ 108,981.52	\$ 7,645.32	\$ 101,336.20	\$ 315,302.82
11/1/2023	\$ 315,302.82	\$ -	\$ 108,981.52	\$ 5,785.80	\$ 103,195.72	\$ 212,107.10
11/1/2024	\$ 212,107.10	\$ -	\$ 108,981.52	\$ 3,892.16	\$ 105,089.36	\$ 107,017.75
11/1/2025	\$ 107,017.75	\$ -	\$ 108,981.52	\$ 1,963.77	\$ 107,017.75	\$ 0.00
total	\$ 5,584,341.63	\$ 992,808.00	\$ 1,089,815.20	\$ 97,007.20	\$ 992,808.00	\$ 5,584,341.63

*Lease may be prepaid without penalty on any Rental Payment Date, commencing November 1, 2016.

**STATE OF GEORGIA LEASE RIDER
To**

SCHEDULE OF PROPERTY NO. 1 DATED FEBRUARY 18, 2016,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY 18, 2016

LESSEE:

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

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

For and in consideration of the mutual promises and agreements contained in the Lease described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, "*Lease*" shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the "*Master Lease*").

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee. During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however*, that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however*, that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title and Lessee's beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor's or Lessee's creditors and other persons, and keep all Equipment under each Lease free and clear of all

such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. *Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions.* (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and".

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a “security interest” granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a “secured party” under a Lease are hereby amended, and shall be construed, to mean Lessor’s title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. *Certificate of Compliance with Georgia Law.* Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. *Original Master Lease Otherwise to Remain in Full Force and Effect.* Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this 18th day of February, 2016.

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: 
Name: Terri Preston
Title: Authorized Agent

LESSEE:
CITY OF ALPHARETTA, GEORGIA

By: 
Name: David Belle Isle
Title: Mayor

*Approved AS to Form;
C. Sam Thomas
City Attorney*

**ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER**

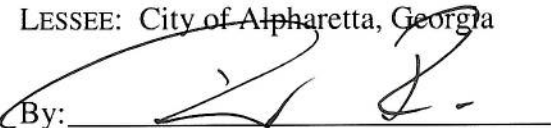
CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO

THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental 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 does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this 18th day of February, 2016.

LESSEE: City of Alpharetta, Georgia

By: 
Name: David Belle Isle
Title: Mayor

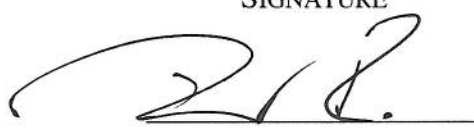
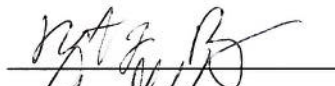
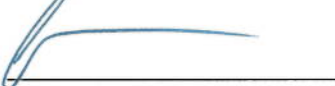
Approved As to Form:


INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of City of Alpharetta, Georgia ("*Lessee*") certifies as follows:

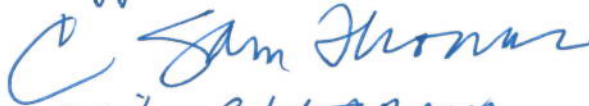
A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of February 18, 2016 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each between Lessee and Banc of America Public Capital Corp ("*Lessor*"), and the Agreement and the Schedules are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
DAVID BELLE ISLE	MAYOR	
BOB REGUS	CITY ADMINISTRATOR	
THOMAS HARRIS	FINANCE DIRECTOR	
SHAWN MITCHELL	BUDGET AND PROCUREMENT MANAGER	

Dated: February 18, 2016

By: 
Name: Coty Thigpen
Title: Clerk, City of Alpharetta, Georgia

Approved AS TO FORM:

City Attorney

BOVIS KYLE
BOVIS, KYLE, BURCH & MEDLIN

ATTORNEYS AT LAW

C. SAM THOMAS, P.C.
ALPHARETTA CITY ATTORNEY
cst@boviskyle.com

200 ASHFORD CENTER NORTH
SUITE 500
ATLANTA, GEORGIA 30338-2668

DIR LINE (678)338-3904
TEL 770.391.9100
FAX 770.668.0878

February 18, 2016

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated February 18, 2016, to Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016, between Banc of America Public Capital Corp, as Lessor, and the City of Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee; (b) an executed counterpart of Schedule of Property No. 1, dated February 18, 2016, between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Schedule together with such incorporated terms and provisions are herein referred to collectively as the "Original Schedule"), has attached the Rental Payment Schedule with respect thereto (the "Original Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in the Original Schedule (the "Equipment"); (c) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Original Schedule, the Original Rental Payment Schedule and all additional Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as an "Additional Schedule") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Schedule; and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The

Original Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Original Rental Payment Schedule are herein collectively referred to as the "Lease." Any Additional Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as an "Additional Lease."

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Lease constitute, and under each Additional Lease will constitute, an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and each Additional Lease and to perform its obligations under the Lease and each Additional Lease.

3. The Lease and each Additional Lease have been duly authorized and approved and have been or, with respect to each Additional Lease, will be, duly executed and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and the Additional Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have

been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease or any Additional Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or any Additional Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement or the Lease unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease or Additional Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease or any Additional Lease, are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Dated: February 18, 2016 By:


C. Sam Thomas, P.C.
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
(770)391-9100

cc: David Belle Isle, Mayor
Thomas Harris, Dir. of Fin.
Shawn Mitchell

2008653

1824

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Alpharetta (the "Lessee"), a city and politic duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Board") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety vehicles (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor"), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the

Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and City Clerk of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$992,808.00; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed ten (10) years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or 1.835% per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two (2) years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing

and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

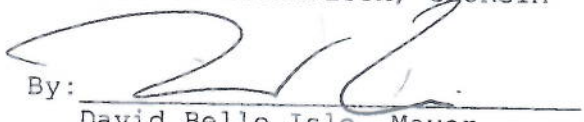
Section 5. Appointment of Authorized Lessee Representatives. The Mayor and City Clerk of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

SO RESOLVED, this 1st day of February, 2016.

CITY OF ALPHARETTA, GEORGIA

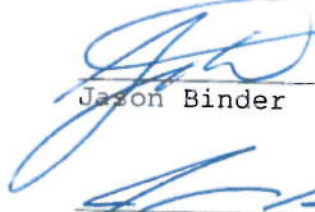
By: 

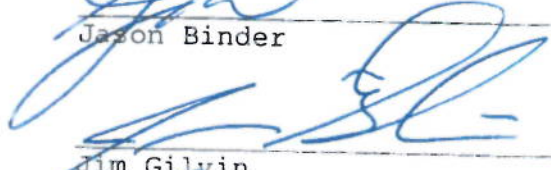
David Belle Isle, Mayor

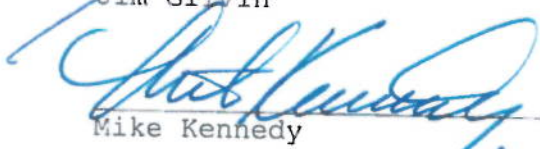
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

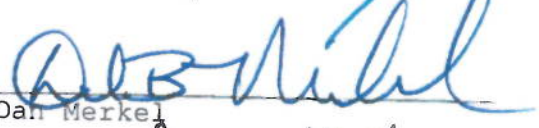
[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

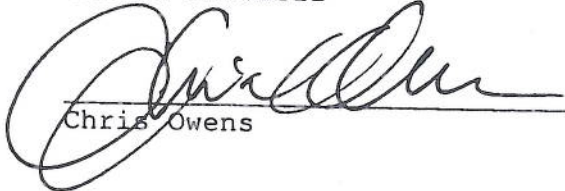

Jason Binder


Jim Gilvin


Mike Kennedy


Dan Merkel


Donald Mitchell


Chris Owens



Attest:


Coty Thigpen, City Clerk

CLERK'S CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the foregoing Resolution No. 1824 the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on Feb 1st, 2016. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

Coty Thigpen
Coty Thigpen, City Clerk



Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Alpharetta		2 Issuer's employer identification number (EIN) 58-6011454
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Thomas G. Harris, Finance Director		3b Telephone number of other person shown on 3a 678-297-6096
4 Number and street (or P.O. box if mail is not delivered to street address) 2 Park Plaza	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Alpharetta, GA 30009		7 Date of issue February 19, 2016
8 Name of issue Master Equipment/Lease Purchase Agreement, Schedule of Property No. 1		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) David Belle Isle, Mayor		10b Telephone number of officer or other employee shown on 10a 678-297-6000

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 ► Purchase of 2 Pierce Enforcer Pumps (Fire Engines)	18	992,808	00
19	If obligations are TANs or RANs, check only box 19a	►	☐	
	If obligations are BANs, check only box 19b	►	☐	
20	If obligations are in the form of a lease or installment sale, check box	►	☐	

Part III Description of Obligations. 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	11/1/2025	\$ 992,808.00	\$	5.325 years	1.835 %

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	992,808	00
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 currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	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	992,808	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

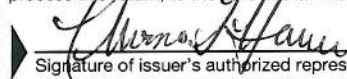
Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | | |
|------------|--|------------|--|
| 35 | | 35 | |
| 36a | | 36a | |
| 37 | | 37 | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- 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
- 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 obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 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 ▶ _____

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

Thomas G. Harris, Finance Director

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

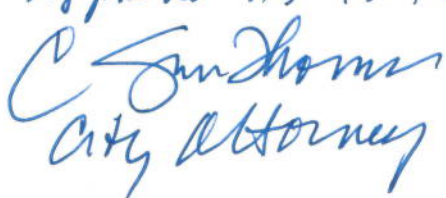
Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

Approved As To Form:



City Attorney

Michael D. Stacy
ALPHARETTA CITY ATTORNEY
mstacy@boviskyle.com

DIR LINE (678) 338-3983

December 15, 2021

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 6, dated December 15, 2021
to Master Equipment Lease/Purchase Agreement, dated
as of February 18, 2016, between Banc of America
Public Capital Corp, as Lessor, and the City of
Alpharetta, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to the City of Alpharetta ("Lessee"), I have
examined:

- (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of February 18, 2016 (the "Agreement") and Exhibits thereto, between Banc of America Public Capital Corp, as lessor ("Lessor"), and Lessee;
- (b) an executed counterpart of Schedule of Property No. 6, dated December 15, 2021, between Bank of America, National Association, an affiliate of Lessor, and Lessee, which incorporates by reference the terms and provisions of the Agreement, has attached the Rental Payment Schedule with respect thereto (the "Rental Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in Schedule of Property No. 6 (the "Equipment") (all collectively referred to as the "Schedule");
- (c) a certified copy of the ordinances or resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement, the Schedule, the Rental Payment Schedule and all additional documents to be entered into pursuant to the Agreement and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same form as the Schedule; and

- (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

The Schedule, including the terms and provisions of the Agreement incorporated therein by reference, and the related Rental Payment Schedule are herein collectively referred to as the "Lease."

Based on the foregoing, I am of the following opinions:

1. Lessee is a body politic and corporate duly organized and existing under the laws of the State of Georgia, has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power, is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the obligations of Lessee under the Lease constitutes an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, and delivered by and on behalf of Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its respective terms, except to the extent limited by state and federal law affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or

Banc of America Public Capital Corp
December 15, 2021
Page 3 of 3

tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Lease, or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease or other collateral thereunder.

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of Georgia personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Agreement or the Lease unless otherwise provided herein. Lessor and its successors and assigns with respect to the Lease are entitled to rely on this opinion.

This opinion may be relied upon by the addressee hereof and its successors and assigns, but only with regard to the matters specifically set forth herein.

Dated: December 15, 2021

By: _____
Michael D. Stacy
Bovis, Kyle, Burch & Medlin, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338-2668
(770) 391-9100

cc: Jim Gilvin, Mayor
Thomas Harris, Director of Finance
Shawn Mitchell

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and HOLMATRO USA ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTING EQUIPMENT, as further described herein; and

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

WHEREAS, through a solicitation for FIRE FIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1910 for FIRE FIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1910 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

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

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

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

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

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

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

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

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), arising out of any claims brought by unaffiliated third parties related to, (i) any breach of any warranty made by Vendor in this Agreement, (iii) the gross negligence or intentional misconduct of Vendor (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, VENDOR'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES (MONETARY OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR CLAIMS OR ANY TYPE OR CHARACTER, WILL BE LIMITED TO THE LESSER OF (I) THE AMOUNT OF ACTUAL DAMAGES INCURRED BY PURCHASER OR (II) THE AMOUNT PAID BY PURCHASER TO VENDOR FOR THE ONE YEAR PERIOD IMMEDIATELY PRIOR TO SAID DAMAGES.

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

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein. Other than as set forth in Attachment B, Vendor makes no representations or warranties of any kind, whether express or implied, with respect to the Products and Services. Vendor expressly disclaims all warranties of merchantability, fitness for a particular purpose, title, regulatory compliance, and all warranties arising from conduct, course of dealing or custom of trade.

ARTICLE 8 - INSPECTION AND REJECTION

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

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, at Vendor's sole discretion and cost and expense, Vendor may elect either to (i) accept any return of any damaged, non-conforming or defective Products in exchange for for correction or replacement, or (ii) inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

HOLMATRO USA
505 McCormick Drive
Glen Burnie, MD 21061
ATTN: Andrew Morris
Email: a.morris@holmatro.com

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, to its parent company or to any purchaser of all or substantially all of such Party's assets, or to any successor by way of merger, consolidation or similar transaction.

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

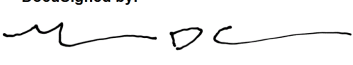
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

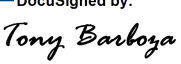
DocuSigned by:
Signature: 
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/5/2020

VENDOR:

DocuSigned by:
Signature: 
417EBCFE846C40E...

Printed Name: Tony Barboza

Title: Vice President
HOLMATRO USA

Dated: 4/5/2020

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTING EQUIPMENT	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
EXTRACTION TOOLS AND SUPPLIES	4%
FIRE EXTINGUISHERS	
FIRE PUMPS	
FIREFIGHTING AND FIREFIGHTER TRAINING	
FIREFIGHTING ATTACK TOOLS	
FIREFIGHTING EQUIPMENT	
FIREFIGHTING FOAM	
FIREFIGHTING (MUNICIPAL) HOSES	
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DPEARTMENT RELATED ITEMS	
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	
SEARCH & RESCUE EQUIPMENT	4%
OTHER	
MAINTENANCE, SERVICE AND TESTING	

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

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at <http://>], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Certificate of Completion

Envelope Id: 00B3AC2950054382B5B2FF8C7F42B9C3

Status: Completed

Subject: MPA 1910 LOC and Holmatro

Source Envelope:

Document Pages: 16

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Bill DeMars

AutoNav: Enabled

1100 Olive Way

Envelopeld Stamping: Enabled

Suite 1020

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Seattle, WA 98101

bill.demars@nppgov.com

IP Address: 162.248.184.11

Record Tracking

Status: Original

Holder: Bill DeMars

Location: DocuSign

4/2/2020 3:35:40 PM

bill.demars@nppgov.com

Signer Events

Tony Barboza

t.barboza@holmatro.com

Vice President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Tony Barboza
417EBCFE846C40E...

Signature Adoption: Pre-selected Style
Using IP Address: 69.140.237.195

Timestamp

Sent: 4/2/2020 3:39:51 PM

Viewed: 4/5/2020 11:12:00 AM

Signed: 4/5/2020 11:14:46 AM

Electronic Record and Signature Disclosure:

Accepted: 4/5/2020 11:12:00 AM

ID: 8c5101f7-8c38-4837-8baf-a8a1dffc1c93

Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:
[Signature]
38C546F8869143E...

Signature Adoption: Drawn on Device
Using IP Address: 174.224.11.255
Signed using mobile

Sent: 4/5/2020 11:14:48 AM

Viewed: 4/5/2020 8:05:57 PM

Signed: 4/5/2020 8:06:17 PM

Electronic Record and Signature Disclosure:

Accepted: 4/5/2020 8:05:57 PM

ID: 153147eb-e60e-4afc-bc16-167c4007ce7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/5/2020 11:14:48 AM
Certified Delivered	Security Checked	4/5/2020 8:05:58 PM
Signing Complete	Security Checked	4/5/2020 8:06:17 PM
Completed	Security Checked	4/5/2020 8:06:17 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: CITY CLERK
SUBMITTED BY: LAUREN SHAPIRO
DRAFTED BY: LAUREN SHAPIRO

I. AGENDA ITEM TITLE: A RESOLUTION TO ADOPT THE FIVE ETHICS PRINCIPLES SET FORTH IN THE GEORGIA MUNICIPAL ASSOCIATION'S CERTIFIED CITY OF ETHICS PROGRAM

II. RECOMMENDATION:

Approve the Resolution to Adopt the Five Ethics Principles Set Forth in the Georgia Municipal Association's Certified Ethics Program.

III. REPORT IN BRIEF:

In order to maintain the City of Alpharetta's status as a Certified City of Ethics, the Georgia Municipal Association ("GMA") requires each city to adopt (by resolution) GMA's five ethics principals as part of ethics program's recertification process. GMA requires cities to recertify as a City of Ethics every four (4) years.

After adoption of this resolution, the City Clerk will send a cover letter, this resolution, and the current Ethics Ordinance (which was amended in 2018) to GMA to request recertification.

IV. ATTACHMENTS:

- Resolution



RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO ADOPT THE FIVE ETHICS PRINCIPLES SET FORTH IN THE GEORGIA MUNICIPAL ASSOCIATION'S CERTIFIED CITY OF ETHICS PROGRAM

WHEREAS, the Board of Directors of the Georgia Municipal Association (GMA) has established a Certified City of Ethics program; and

WHEREAS, the City of Alpharetta wishes to retain its status as a Certified City of Ethics under the GMA program; and

WHEREAS, a part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

WHEREAS, the GMA Board's approved ethics principles are further established and defined within the Code of Ethics and Conduct, as codified in Chapter 2, Article V of the Code of the City of Alpharetta, Georgia;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Alpharetta, Georgia, that as a group and as individuals, the Mayor and City Council subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the wellbeing of our constituents
- Create an environment of honesty, openness, and integrity

SO RESOLVED this 6th day of December 2021.

CITY OF ALPHARETTA

By: _____
Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Mayor Pro Tem Mitchell

Council Member Burnett

Council Member Richard

Council Member Hipes

Council Member Binder

Council Member Merkel

(SEAL)

Attest:

Lauren Shapiro, City Clerk

Approved as to form and legal sufficiency:

Mike Stacy, City Attorney



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: ADMINISTRATION
SUBMITTED BY: BOB REGUS

I. **AGENDA ITEM TITLE:** A JOINT RESOLUTION DESIGNATING A PORTION OF THE GEORGIA 400 CORRIDOR AS "THE TECHNOLOGY CORRIDOR".

II. **RECOMMENDATION:**

Approve the Resolution.

III. **BUDGET IMPLICATIONS:**

☐ NON-BUDGETED ITEM

☒ NO FISCAL IMPACT

☐ INCLUDED IN CURRENT FY CAPITAL BUDGET

☐ INCLUDED IN CURRENT FY OPERATING BUDGET

TOTAL PROJECT COST: \$

INTERNAL FUNDING SOURCES:

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

EXTERNAL FUNDING SOURCES (GRANTS, DONATIONS, ETC.):

<u>SOURCE</u>	<u>DOLLAR AMOUNT</u>
	\$ 0.00
	\$ 0.00

IV. **REPORT IN BRIEF:**

COUNTY MANAGER KEVIN TANNER ADVISED FORSYTH COUNTY WAS ASKING THE LEGISLATURE TO APPROVE NAMING A PORTION OF GA 400 IN SOUTH FORSYTH COUNTY "THE TECHNOLOGY CORRIDOR" AND ASKED IF THE CITY WOULD CONSIDER DOING THE SAME FOR A PORTION OR ALL OF GA 400 IN THE CITY. THE ENTIRETY OF GA 400 IS ALREADY DESIGNATED THE HOSPITALITY HIGHWAY AND THIS RESOLUTION IF APPROVED WOULD TAKE NOTHING AWAY FROM THAT DESIGNATION, IT WOULD ONLY ADD "THE TECHNOLOGY CORRIDOR" FROM OUR CITY LIMITS JUST SOUTH OF MANSELL ROAD TO STATE HIGHWAY 20 IN FORSYTH COUNTY. JANET RODGERS PRESIDENT AND CEO OF OUR CONVENTION AND VISITORS BUREAU IS FINE WITH THIS PROPOSAL.

V. **ALTERNATIVES: NONE.**

VI. **ATTACHMENTS: THE RESOLUTION.**



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA
AND THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA
REQUESTING THE DESIGNATION OF A PORTION OF THE
GEORGIA 400 CORRIDOR AS "THE TECHNOLOGY CORRIDOR"**

WHEREAS, Forsyth County is an emerging technology hub that is home to nearly 8,000 residents working in technology jobs, with 5,100 being employed in Forsyth County;

WHEREAS, the City of Alpharetta, known nationally as the Technology City of the South, is at the core of Georgia's innovation economy being home to more than 700 technology companies and more than ¼ of Metro Atlanta's top technology firms; and

WHEREAS, to foster the growth of information technology and innovation through local and abroad collaboration, Forsyth County and its Board of Commissioners have begun to establish part of south Forsyth's identity by approving a rezoning application for 118 acres on Atlanta Highway for over 900,000 square feet of commercial and industrial buildings to be known as the Forsyth Technology Park that will result in the creation of more than 700 technology jobs;

WHEREAS, approximately 30,283 Alpharettans, 82% of Alpharetta's resident workforce, is employed in the professional / technology sector; and

WHEREAS, since its founding in 2016, the City of Alpharetta's technology innovation center operated by Tech Alpharetta has attracted more than \$123 million in investor funding for its member companies, is currently incubating 55 tech startups that are doing business in 28 countries, and has graduated 16 companies that have created 600 new technology jobs in Alpharetta and over 1,000 in Georgia;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County, Georgia Board of Commissioners and the Mayor and City Council of the City of Alpharetta, Georgia that we, together, respectfully request that the Georgia General Assembly designate that section of Georgia State Route 400 from Mansell Road in the City of Alpharetta north to State Highway 20 in Forsyth County as "The Technology Corridor" in furtherance of economic development and the brand identity of these communities as one of the Nation's preeminent locations for innovation and the growth of the technology sector.

{SIGNATURES ON FOLLOWING PAGE}

So resolved by the Board of Commissioners of Forsyth County, Georgia this 7th day of December, 2021.

FORSYTH COUNTY, GEORGIA

By: _____
Cindy J. Mills, Chair

COMMISSION MEMBERS

Molly Cooper, Vice Chair

Alfred John, Secretary

Todd Levent, Member

Laura Semanson, Member

(SEAL)
Attest:

Rhonda P. Hansard, County Clerk

So resolved by the Mayor and City Council of the City of Alpharetta, Georgia this 6th day of December, 2021.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Mayor Pro Tem Donald F. Mitchell

Council Member Ben Burnett

Council Member Karen Richard

Council Member John Hipes

Council Member Jason Binder

Council Member Dan Merkel

(SEAL)
Attest:

Lauren Shapiro, City Clerk



CITY COUNCIL MEETING STAFF REPORT

SUBMITTING DEPARTMENT: ADMINISTRATION
SUBMITTED BY: BOB REGUS

I. **AGENDA ITEM TITLE: SECOND AMENDMENT TO THE FULTON COUNTY INTERGOVERNMENTAL AGREEMENT (IGA) REGARDING REIMBURSEMENT FOR PUBLIC SAFETY STAFF WORKING COVID-19 TESTING SITE.**

II. **RECOMMENDATION:**

Approve the IGA.

III. **BUDGET IMPLICATIONS:**

☐ NON-BUDGETED ITEM

☒ NO FISCAL IMPACT

☐ INCLUDED IN CURRENT FY CAPITAL BUDGET

☐ INCLUDED IN CURRENT FY OPERATING BUDGET

TOTAL PROJECT COST: \$

INTERNAL FUNDING SOURCES:

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

EXTERNAL FUNDING SOURCES (GRANTS, DONATIONS, ETC.):

<u>SOURCE</u>	<u>DOLLAR AMOUNT</u>
	\$ 0.00
	\$ 0.00

IV. **REPORT IN BRIEF:** THE COUNCIL HAS PREVIOUSLY UNANIMOUSLY APPROVED AN IGA WITH FULTON COUNTY AND ONE AMENDMENT TO THAT AGREEMENT FOR THE REIMBURSEMENT OF PAYMENTS TO PUBLIC SAFETY STAFF PROVIDING TRAFFIC AND SECURITY SERVICES AT THE NORTH FULTON COVID-19 TESTING SITE. THIS SECOND AMENDMENT EXTENDS THE TIME OF OUR AGREEMENT THROUGH APRIL 30, 2022, AS WELL AS THE REIMBURSEMENT AMOUNT INCREASING AN ADDITIONAL \$80,000.

V. **ALTERNATIVES:** NONE.

VI. **ATTACHMENTS:** THE INTERGOVERNMENTAL AGREEMENT.

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF ALPHARETTA, GEORGIA AND FULTON COUNTY, GEORGIA**

WHEREAS, on or about September 19, 2020 and October 5, 2020 respectively, the City of Alpharetta and Fulton County entered into that certain Intergovernmental Agreement (the "IGA") regarding the reimbursement by Fulton County of overtime payments of City of Alpharetta officers, which includes fire and police, providing traffic safety and security services at North Fulton COVID-19 Testing Sites; and

WHEREAS, Fulton County and the City of Alpharetta desire to enter into this Second Amendment to the IGA to extend the IGA and to provide additional funding, as more specifically provided herein;

NOW, THEREFORE, the parties agree as follows:

Section 1 of Second Amendment. Article III – Term and Termination is amended by deleting Paragraph 1 and substituting in lieu thereof the following: "This Second Amendment shall be effective as of November 1, 2021. The term of this Second Amendment shall not exceed an additional six (6) consecutive months. During the extended term, Fulton County shall fund an additional Eighty Thousand Dollars (\$80,000.00) in reimbursement for services."

Section 2 of Second Amendment. Except as provided above, all other terms and conditions of the IGA shall remain in full force and effect.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

Date: _____

ATTEST:

By: _____
Lauren Shapiro, City Clerk

Date: _____

APPROVED AS TO SUBSTANCE:

By: _____
Robert J. Regus, City Administrator

Date: _____

(SIGNATURES CONTINUED FROM PREVIOUS PAGE OF
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ALPHARETTA, GEORGIA
AND FULTON COUNTY, GEORGIA)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Mike Stacy, City Attorney

Date: _____

FULTON COUNTY, GEORGIA

By: _____
Richard "Dick" Anderson
County Manager

Date: _____

APPROVED AS FOR FORM AND LEGAL SUFFICIENCY:

By: _____
Kaye Woodard Burrell
Interim County Attorney

Date: _____



City Council Meeting STAFF REPORT

Submitting Department: Administration
Submitted By: Randy Bundy
Sponsored By:
Meeting Date: December 6, 2021

I. AGENDA ITEM TITLE: FINDINGS AND RECOMMENDATIONS REPORT FROM THE 2021 Consultant Study OF THE DEPARTMENT OF INFORMATION TECHNOLOGY

II. RECOMMENDATION:

This item is being presented for purposes of discussion. No formal action by City Council is requested at this time.

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: THIS IS A WORKSHOP REPORT - EXACT COSTS
UNKNOWN AT THIS TIME - BASED ON TIMING OF IMPLEMENTATIONS,
SCOPE OF SERVICES AND HARDWARE PROCURED, AND FEEDBACK
FROM DEPARTMENTS

APPROPRIATIONS:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
----------------------	---------------

EXTERNAL FUNDING SOURCES:

ACCOUNT TITLE/NUMBER	DOLLAR AMOUNT
----------------------	---------------

IV. REPORT IN BRIEF:

Presentation by Layer3Com of their findings and recommendations based on their study, testing, and review of the Department of Information Technology's staffing and workloads, systems (network, cloud, data center, security, applications, etc.), and support/services.

This process of testing, review, and evaluation was conducted by Layer3Com from April 2021 to September 2021.

V. ALTERNATIVES:

Some recommendations are partially budgeted in the existing 10-year CIP Information Technology budget.

Additional Funding for Help Desk Support as Recommended in Study for Mid-Year Budget Adjustment and FY2023

Additional Capital and Operational Funding for FY2023 and FY2024 to support recommendations.

VI. ATTACHMENTS:

PowerPoint for IT Review Work Shop 11-15-2021 v1, Final Executive Summary rev2



Layer 3 Communications Phased Technology Review



CLOUD
& MANAGED
SOLUTIONS



CYBER
SECURITY
SOLUTIONS



COMPLEX
INFRASTRUCTURE
ENGAGEMENTS

Building Next Generation Networks One Layer At A Time



Layer 3 Communications Profile

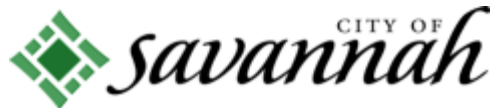
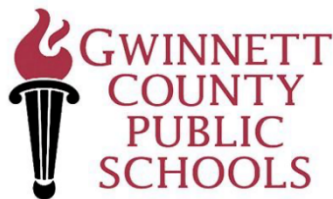
Layer 3 Communications is a professional services firm that specializes in the design, implementation, security and ongoing support of voice and data networks, datacenters, security and cloud solutions.

- Founded in 1998; ISO9001
- Heavy engineering focus (~4:1 engineers to sales company wide)
- In-house 24/7/365 NOC/SOC monitoring customer networks in real time
- In-house software developers and automation engineering
- Multiple Datacenters throughout the US
 - QTS: SOC1/2, SOC2-HIPPA, PCI, ISO27001, HITRUST)
- Microsoft CSP (Azure, O365, M365, SPLA)

Proprietary and Confidential

Building Next Generation Networks One Layer At A Time





Proprietary and Confidential

Building Next Generation Networks One Layer At A Time



Phase 1

- Architectural Review

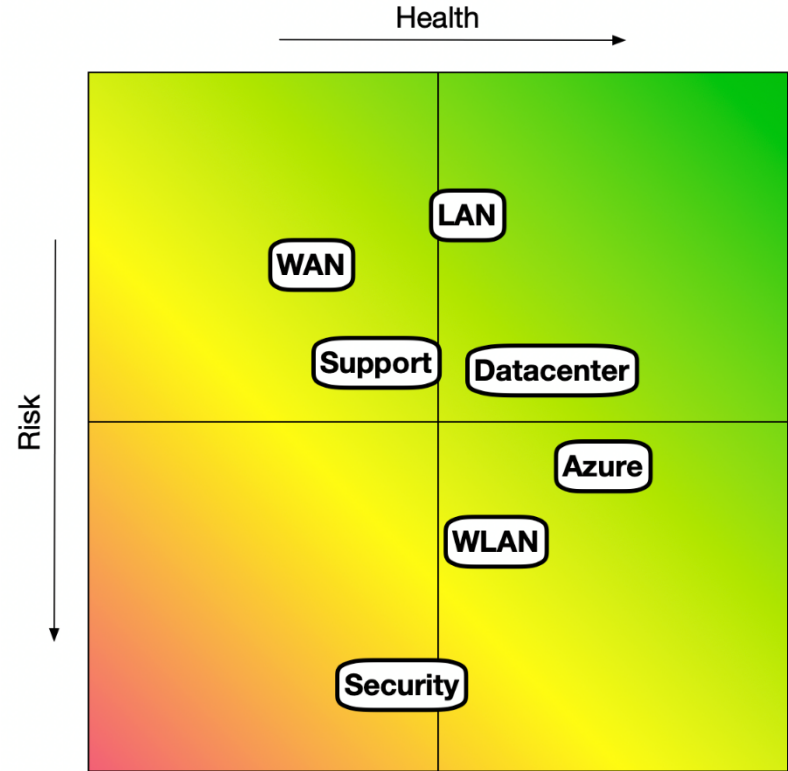
- Campus

- Wired and Wireless
 - Firewall

- Datacenter

- Azure
 - On-Premises

- Helpdesk Review



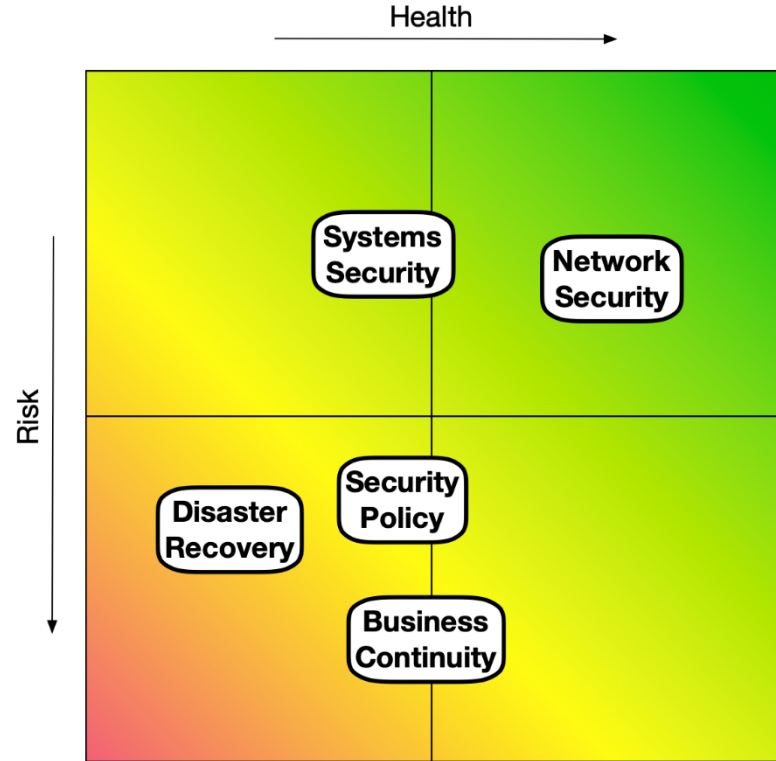
Proprietary and Confidential

Building Next Generation Networks One Layer At A Time



Phase 2

- Security Review
 - Network Security
 - Policy Review
 - Vulnerability Assessment
- Operations Review
 - Business Continuity
 - Disaster Recovery

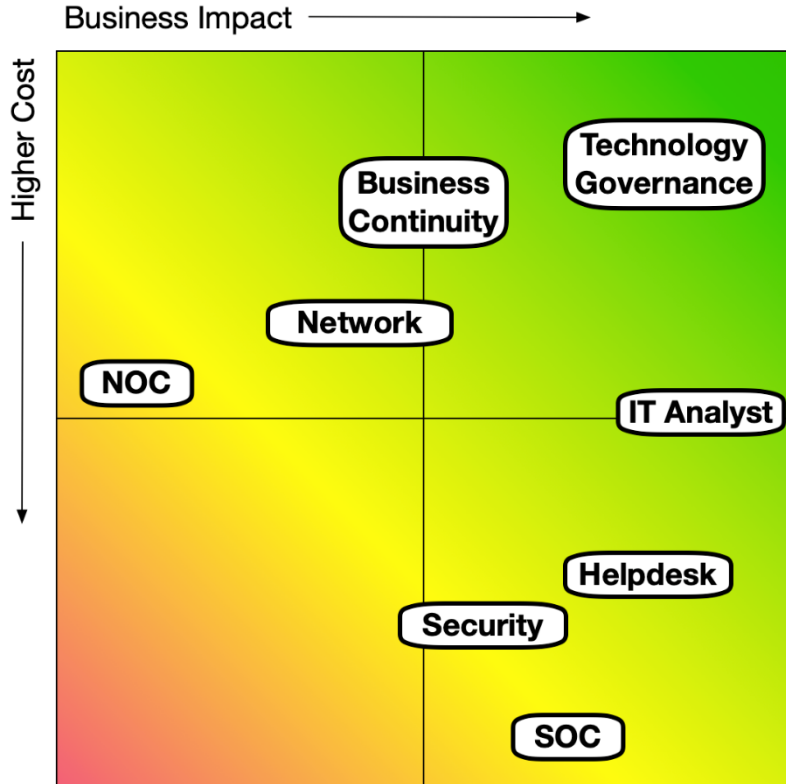


Proprietary and Confidential

Building Next Generation Networks One Layer At A Time



Recommendations



- Staffing
 - IT Analyst
 - Helpdesk
- Infrastructure Improvements
 - Network
 - Security
 - Business Continuity
- Security Operations Center
- IT Governance
- Network Operations Center

Proprietary and Confidential

Building Next Generation Networks One Layer At A Time



Discussion

- Questions
- Next Steps



CLOUD
& MANAGED
SOLUTIONS



CYBER
SECURITY
SOLUTIONS



COMPLEX
INFRASTRUCTURE
ENGAGEMENTS

Proprietary and Confidential

Building Next Generation Networks One Layer At A Time



Layer 3 Communications - IT Executive Review Summary

City of Alpharetta DIT 09-14-2021

I. EXECUTIVE SUMMARY DESCRIPTION FOR FINAL DOCUMENT - IT REVIEW

Layer 3 Communications, with assistance from City of Alpharetta IT staff, performed an assessment of their Azure cloud, network, security, data center, and support environments for City Departmental systems. Output from these efforts is summarized in the following document to provide high level review of actions performed along with generalized recommendations. The completed assessment required multiple site visits along with invasive remote diagnostics and review. There are Appendices and supplemental documentation that provide much greater detail and analysis of all technologies discussed in this assessment summary document.

All recommendations are ranked by importance as defined by Layer 3 Communications. Detailed analysis including a cost/benefit matrix can be found in the attached Phase One and Phase Two sections of this report.

II. RECOMMENDATIONS – HIGHEST PRIORITY ITEMS

a. Staffing / Personnel Actions

i. Fund and Fill Existing IT Analyst position for Public Safety Support and Azure Cloud

Support - Current levels of support is inadequate and needs to be addressed

immediately to address the workload and support required for these two vital functions

1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$100,000 with benefits based on pay range**
2. *Benefit to City – Properly supported systems without overloading existing IT Manager and reducing delay in maintenance and deployment of systems*
3. *Cost to City if not Implemented – Continued delays in Public Safety systems support and development. Continuing of inadequate resources for managing the data center and Azure cloud. Also, potential danger of losing existing staff due to overload of work (burn-out) that he is currently handling.*
4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as:

a. Phase 1 Summary Report - 2.2, 2.3, and 2.4

b. Phase 2 Summary Report – 2.1, 2.2

b. Help Desk resource Improvements – Currently the city is experiencing and workload efficiencies because they are leveraging IT staff for basic help desk support. To address these issues the City should either hire two help desk support employees or contract with a 3rd party for additional support (full-time, or hybrid after hours support).

i. Option A - Add Two Help Desk Positions to Support the Existing Zen Desk System

1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$150,000 with benefits based on pay range with a cost of about \$20,000 above outsourcing function**

2. Benefit to City – Removing burden from the existing staff so they can function in their stated jobs and responsibilities. Under this model, the City will control resources that can be trained or leveraged for other duties.
 3. Cost to City if not Implemented – Continued delays in Help Desk response time and overloading existing staff that impacts other work that they need to perform and excessive escalations to management staff.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 1 Report – 2.4.1**
- ii. **Option B.1 – Outsource to a 3rd Party to Support the Existing Zen Desk System**
1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$130,000**
 2. Benefit to City – Removing burden off of existing staff so they can function in their stated jobs and responsibilities. .
 3. Cost to City if not Implemented – Continued delays in Help Desk response time and overloading existing staff that impacts other work that they need to perform and excessive escalations to management staff.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 1 Report – 2.4.1**
- iii. **Option B.2 – Outsource to a 3rd Party for after-hours only**
1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$xx,xxx**
 2. Benefit to City – Removing some burden off of existing staff so they can function in their stated jobs and responsibilities. More cost effective compromise to full outsourcing or combining some outsourcing along with the addition of staff.
 3. Cost to City if not Implemented – Continued delays in Help Desk response time and overloading existing staff that impacts other work that they need to perform and excessive escalations to management staff.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 1 Report – 2.4.1**
- c. **Network Hardware Updates and Architectural Design** - To address the upcoming network hardware refresh (life cycle management).
1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$170,000**
 2. Benefit to City – Provides programming and network configuration changes to improve performance, routing, high availability, failover and increase security focusing on the Palo Alto, CISCO, and HP architectures, supporting the data center and cloud infrastructures.
 3. Cost to City if not Implement – Possible disruptions in service or data security vulnerabilities as a result of routing in-efficiencies, lack of high availability with “perimeter data security”, and inconsistent data security architecture across data center and cloud environments.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 2 Summary 2.2.1**

- d. **Security Operations Center (SOC) and/or Managed Detection and Response (MDR) with** – To address workload and efficiency issues for the existing City security staff and to provide 24/7 coverage, the City needs to account all security and authentication devices installed in the network including but not limited to firewalls, end-point security, etc.
1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$180k-\$200k**
 2. Benefit to City – This will improve the ransomware security posture and provide the ability to analyze and take initial actions necessary to protect the City systems and pass recommended actions with detailed analysis to City staff. This also removes burden off of existing staff so they can function in their stated jobs and responsibilities.
 3. Cost to City if not Implemented – Continued delays in Help Desk response time and overloading existing staff that impacts other work that they need to perform and excessive escalations to management staff.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 1 Report – 2.4.1 and Phase 2 Summary 2.1.2, 2.1.3**
- e. **IT Governance and Business Continuity - (* requires Time and Network Hardware Updates and Architectural Design effort)- Backups, Cloud Archive, Replication and Diversity** - This is to address critical systems single points of failure. This may include providing highly available infrastructure or security processes (i.e. ransomware) for protecting mission critical workloads.
- i. **IT Governance** – Requires regular meetings with stakeholders.
 1. Implementation Time – Immediately – **Cost \$0 (the cost is “Time”)**
 2. Benefit to City – Departments understand what **their** job is from an IT perspective. Reduces the possibility for IT decisions to be made in a “vacuum”. Creates a process for **“application owners”** to define Recovery Time Objectives and Recovery Point Objectives (RTO/RPO) as inputs to data center design efforts
 3. Cost to the City – Implementing IT objectives that do not meet the needs of the users/stakeholders.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 2 Summary – 2.2.10**
 - ii. **Business Continuity** - EVPN/VXLAN and stretched HCI Cluster Design (active/passive recommendation)
 1. Implementation Time – Immediately thru FY2023 - Initial Cost – **EVPN/VXLAN = est @ \$40-\$50k + HCI = @ \$20k**
 2. Benefit to City – Required to support high availability for critical public safety applications.
 3. Cost to City if not Implemented – Infrastructure will not support recommended Business Continuity strategies and objectives.
 4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 1 Section – 2.4.1 and Phase 2 Section – 2.2.1, 2.2.2**
 - iii. **Tactical Implementation** – The purchase of actual hardware (servers, storage, etc.) Required to support “Business Continuity” objectives

1. Immutable Back-up – **Phase 2 Section 2.2.4 – Initial Cost @ \$60,000**
2. Azure Diversity and Replication – **Phase 2 sec 2.2.7 - \$12,000 annually**

f. Network Operations Center (NOC) Option - Currently over 55% of all tickets are NOC related. This NOC may also be combined with the Security Operations Center (SOC) cited above to address the workload and efficiency issues for the existing City network staff and to provide 24/7 coverage.

1. Implementation Time – Immediately thru FY2023 - Initial Cost - **@ \$8,000/mo**
2. Benefit to City – Improves mean time to repair (MTTR) for network repair problems which may enhance user experiences. This will provide the **management, monitoring, operations, support and network problem resolution assistance** improving the ability to address any network issues that arise quickly and support staff onsite to make any changes (may require re-negotiating maintenance support contracts). This will also provide a more comprehensive analysis of network operations and 24x7 support coverage
3. Cost to City if not Implemented – Continued delays in IT related response time, overloading existing staff that impacts other work that they need to perform, and excessive escalations to management staff.
4. See Full Report as to how this addresses the remediation of criteria that has been identified, such as: **Phase 1 Section 2.4**