



City Council Meeting JANUARY 3, 2022

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE TO THE FLAG**
- IV. SWEARING-IN CEREMONY FOR COUNCIL MEMBER DERITO, COUNCIL MEMBER MITCHELL, AND COUNCIL MEMBER WILL**
- V. ELECTION OF MAYOR PRO TEM**
- VI. APPOINTMENT OF MUNICIPAL COURT JUDGE**
 - A. A Resolution to Reappoint Judge Barry Zimmerman as the Municipal Court Judge for the City of Alpharetta**
 - B. Swearing-In Of Municipal Court Judge**
- VII. CONSENT AGENDA**
 - A. Council Meeting Minutes (Meeting of 12/13/2021)**
 - B. Alcoholic Beverage License Applications**
 - 1. PH-21-AB-33 Sonesta International Hotels Corporation
d/b/a Sonesta ES Suites Atlanta North Point Mall
1325 North Point Drive
Alpharetta, GA 30022**

**Hotel
Consumption on Premises
Beer, Wine & Sunday Sales**

**Owner: Sonesta International Hotels Corporation
Registered Agent: Mitchell Funk**
 - 2. PH-21-AB-34 Sonesta International Hotels Corporation
d/b/a Sonesta ES Suites Atlanta Alpharetta Windward
5465 Windward Parkway
Alpharetta, GA 30004**

**Hotel
Consumption on Premises
Beer, Wine & Sunday Sales**

**Owner: Sonesta International Hotels Corporation
Registered Agent: Mitchell Funk**
 - 3. PH-21-AB-35 Sonesta International Hotels Corporation
d/b/a Sonesta ES Suites Alpharetta North Point
3980 North Point Parkway
Alpharetta, GA 30005**

Hotel

Consumption on Premises
Beer, Wine & Sunday Sales

Owner: Sonesta International Hotels Corporation
Registered Agent: Mitchell Funk
4. PH-21-AB-36 Movie Grill Concepts XXIII, LLC
d/b/a Studio Movie Grill
7730 North Point Parkway
Alpharetta, GA 30022

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

Owner: Movie Grill Concepts XXIII, LLC
Registered Agent: Mitchell Funk

5. PH-21-AB-37 Courtyard Management Corporation
d/b/a Courtyard Atlanta Alpharetta Avalon
11700 Amber Park Drive
Alpharetta, GA 30009

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

Owner: Courtyard Management Corporation
Registered Agent: Michael Sard

C. Financial Management Report: Month Ending November 30, 2021

VIII. NEW BUSINESS

- A. Municipal Court Case Management Professional Service Agreement**
- B. Speed Zone Ordinance Extension**
- C. North Fulton Cities Automatic Aid Agreement**
- D. Resolution to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 13080 Tidewater Crossing, Alpharetta, Georgia for Road Project - McGinnis Ferry Road Widening**
- E. Resolution to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 5015 Tidewater Way, Alpharetta, Georgia for Road Project - McGinnis Ferry Road Widening**
- F. Resolution to Authorize the Use of Eminent Domain to Acquire Certain Property Located at 5035 Tidewater Way, Alpharetta, GA for Road Project - McGinnis Ferry Road Widening**

IX. PUBLIC COMMENT

X. REPORTS

- A. Council Member DeRito's appointments to the City of Alpharetta's Boards and Commissions**
- B. Council Member Mitchell's appointments to the City of Alpharetta's Boards and Commissions**
- C. Council Member Will's appointments to the City of Alpharetta's Boards and Commissions**

XI. ADJOURNMENT TO EXECUTIVE SESSION



City Council Meeting STAFF REPORT

Submitting Department: Administration

Submitted By: Bob Regus

Sponsored By:

Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: A RESOLUTION TO REAPPOINT JUDGE BARRY ZIMMERMAN AS THE MUNICIPAL COURT JUDGE FOR THE CITY OF ALPHARETTA

II. RECOMMENDATION:

Approve, as presented, the resolution to reappoint Judge Barry Zimmerman as the Municipal Court Judge for the City of Alpharetta.

III. REPORT IN BRIEF:

Judge Barry Zimmerman has served as Alpharetta's Municipal Court Judge for the past eight years, having been appointed for two 4-year terms, and wishes to continue to serve the citizens of Alpharetta and the City in this capacity.

Staff confirms that Judge Zimmerman's service as Judge has been excellent and recommends his reappointment to a 4-year term beginning January 01, 2022.

As presented, this appointment includes changing the current pay structure from the current annual salary to a fixed cost per court session of \$475. The change in pay structure would be effective for the current appointment as well as for appointments of future judges.

IV. ALTERNATIVES:

Staff could advertise and undertake a selection process to replace the Judge.

V. ATTACHMENTS:

Judge Zimmerman Reappointment Resolution



RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA REAPPOINTING BARRY ZIMMERMAN AS JUDGE OF THE MUNICIPAL COURT OF THE CITY OF ALPHARETTA

WHEREAS, O.C.G.A. § 36-32-2 grants the Mayor and Council of the City of Alpharetta (the "Mayor and Council") the authority to appoint the Judge of the Municipal Court of the City of Alpharetta (the "Municipal Court"), who shall serve for a term as provided by ordinance or charter and until a successor is appointed; and

WHEREAS, Article II of Chapter 2 of the Code of the City of Alpharetta (the "City Code") provides that the term of office of the Judge of the Municipal Court shall be the same as that of the Mayor and Council (i.e., four (4) years); and

WHEREAS, pursuant to Article IV of the Charter of the City of Alpharetta (the "City Charter") and Article II of Chapter 2 of the City Code, the office of Judge of the Municipal Court is filled by the appointment of the Mayor and Council, and such appointee shall continue to serve as Judge of the Municipal Court until a successor is appointed and qualified; and

WHEREAS, the Mayor and Council of the City of Alpharetta appointed Barry Zimmerman to serve as Judge of the Municipal Court for a four-year term beginning January 1, 2014, on or about October 21, 2013 ("original appointment"), and since such time of appointment, no other individual has been appointed to fill the office of Judge of the Municipal Court.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

Section 1: The foregoing recitals are hereby adopted as the findings and determinations of the Mayor and Council and incorporated herein by this reference.

Section 2: Barry Zimmerman is hereby reappointed as the Judge of the Municipal Court of the City of Alpharetta for the four-year term of office expiring December 31, 2025, and his continuation in office and continued service as Judge of the Municipal Court of the City of Alpharetta during the successive term following the term of original appointment is hereby ratified, confirmed and approved.

SO RESOLVED AND ADOPTED this 3rd day of January 2022.

CITY OF ALPHARETTA

By: _____

Jim Gilvin, Mayor

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PRECEDING PAGE]

COUNCIL MEMBERS

Council Member Mitchell

Council Member Will

Council Member DeRito

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

I. **AGENDA ITEM TITLE:** COUNCIL MEETING MINUTES FROM THE MEETING OF 12-13-2021

II. **RECOMMENDATION:**

Approve the City Council meeting minutes from December 13, 2021 as part of the Consent Agenda.

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 December 13, 2021.

IV. **ATTACHMENTS:**

- City Council meeting minutes from 12-13-2021



City Council Meeting
DECEMBER 13, 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 6:32 p.m.

II. ROLL CALL

- Council Members

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

- Staff

- Bob Regus, City Administrator
- Mike Stacy, City Attorney
- James Drinkard, Asst. City Administrator
- Lauren Shapiro, City Clerk
- John Robison, Director of Public Safety
- Kathi Cook, Director of Community Development and Economic Development
- Morgan Rodgers, Director of Recreation, Parks & Cultural Services
- Peter Sewczwicz, Director of Public Works
- Tom Harris, Director of Finance
- Adam Montgomery, Information Security Manager

III. PLEDGE TO THE FLAG

IV. PROCLAMATIONS & PRESENTATIONS

V. CONSENT AGENDA

A. Council Meeting Minutes (Meeting of 12/6/2021)

B. Alcoholic Beverage License Applications

1. PH-21-AB-31 Fresher Brands Alpharetta LLC
d/b/a Surcheros Fresh Mex
91 South Main Street
Alpharetta, GA 30009

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

Owner and Registered Agent: Luke Christian

2. PH-21-AB-32 HVM - Alpharetta, LLC
d/b/a Doubletree by Hilton Hotel Atlanta -Alpharetta
2925 Jordan Court
Alpharetta, GA 30004

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

Owner: HVM - Alpharetta, LLC
Registered Agent: Richard Jones III

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

- Council Member Burnett seconded the motion.
- The motion was approved unanimously (7-0).

VI. PUBLIC HEARING

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

DEFERRED: This item has been deferred by the Applicant and will not be heard by City Council until February 7, 2021. The item will not be heard or discussed during this evening's meeting.

Consideration of a rezoning from O-P (Office-Professional) and R-12 (Dwelling, 'For-Sale', Residential) to DT-LW (Downtown Live-Work) to allow for the construction of 10 'For-Sale' condominium units on 1.13 acres in the Downtown. A conditional use is requested to increase the residential density to 8.85 dwelling units per acre and a variance to allow a stream buffer encroachment. The property is located at 82 and 92 Thompson Street and is legally described as being located in Land Lot 748, 1st District, 2nd Section, Fulton County, Georgia.

VII. NEW BUSINESS

A. A Resolution Declaring the Results of the City of Alpharetta Non-Partisan General Election Held on November 2, 2021

- City Clerk, Lauren Shapiro, came forward to present this item.
- Staff is recommending that Mayor and Council adopt a resolution declaring the results of the City of Alpharetta Non-Partisan General Election, which was held on November 2, 2021.
- The City of Alpharetta approved and adopted an ordinance on June 28, 2021 to hold a General Election on Tuesday, November 2, 2021 to elect three (3) members of the City Council (Posts 1, 2, and 3) for a full four (4) year term each.

- Fulton County conducted the election on behalf of the City, and the results were as follows:

City Council – Post 1

Donald Mitchell (Incumbent)	3,690
Donna Shaw Murphy	2,904
Write-In Votes	30

City Council – Post 2

Michael Crupi	2,165
Abu Jalloh	1,143
Brian Will	3,048
Write-In Votes	39

City Council – Post 3

Douglas J. DeRito	2,922
Daniel McAlonan	2,180
Trey McConnell	1,227
Write-In Votes	37

- City Attorney, Mike Stacy, read the resolution aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the adoption of a resolution declaring the results of the City of Alpharetta Non-Partisan General Election, which was held on November 2, 2021.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

B. A Resolution Declaring the Results of the City of Alpharetta Parks Bond Referendum Election Held on November 2, 2021

- City Clerk, Lauren Shapiro, came forward to present this item.
- Staff is recommending that Mayor and Council adopt a resolution declaring the results of the City of Alpharetta Parks Bond Referendum Election, which was held on November 2, 2021.
- The City of Alpharetta approved and adopted an ordinance on June 28, 2021 to hold an election on Tuesday, November 2, 2021 for the purposes of submitting to the qualified voters of the City the question of issuing City of Alpharetta General Obligation Bonds in the aggregate principal amount of \$29,500,000.00 for the following purposes:
 - (1) \$7,500,000.00 for the additional development of the Alpha Loop;
 - (2) \$2,000,000.00 for the Farmhouse Park design and build-out;
 - (3) \$500,000.00 for the Mid-Broadwell Park build-out;
 - (4) \$3,000,000.00 for the Old Rucker Park design and build-out;
 - (5) \$1,000,000.00 for the Turf Webb Bridge large soccer field;
 - (6) \$3,250,000.00 for the Union Hill Park re-development/trailhead;
 - (7) \$1,250,000.00 for the Waters Road Park design and build-out;
 - (8) \$5,000,000.00 for the Wills Park Equestrian renovation build-out;
 - (9) \$6,000,000.00 for the Wills Park master plan projects; and
 - (10) Paying the costs and expenses incident to the issuance of the bonds.
- Fulton County conducted the election on behalf of the City, and the results were as follows:

Yes: 5,028

No: 1,687

- City Attorney, Mike Stacy, read the resolution aloud.

Public Comment:

- There were no public comments.
- ❖ Council Member Binder offered a motion to approve the adoption of a resolution declaring the results of the City of Alpharetta Parks Bond Referendum Election which was held on November 2, 2021.
 - Council Member Richard seconded the motion.
 - The motion was approved unanimously (7-0).

C. FY2022 Law Enforcement Training Program Grant

- Director of Public Safety, John Robison, came forward to present this item.
- Staff is recommending that Mayor and Council approve the submission of the FY2022 Law Enforcement Training Program Grant application and authorize the Mayor to execute all necessary documents.
- The FY2022 Law Enforcement Training Program is designed to grant funds on a competitive basis to qualified state and local law enforcement agencies to support training for law enforcement officers in one of the following areas:
 - Use of force and de-escalation training (including funding for training classes and equipment/supplies to be used for training in these priority areas)
 - Crisis Intervention Team (CIT) training
 - Training to support officer mental health
- The Alpharetta Police Department is seeking to obtain funds for one training initiative to build on other training programs, a multi-purpose training house (non-live fire). The purchase of a multi-purpose training house will provide the training opportunity for officers to conduct continuous use of force/de-escalation training by using realistic scenarios. This multi-purpose training house will allow the instructor to develop and control the scenarios. These scenarios will duplicate actual incidents or can be developed to train officers in handling unexpected problems. These scenarios give an officer real-world experience in handling incidents where de-escalation is necessary to prevent the use of physical force and, when physical force is needed, it is used more effectively and often at lower levels.
- Upon grant award, we will contact the product vendor who is chosen to provide the equipment. This process will comply with City of Alpharetta purchasing requirements based on product cost. The multi-purpose training house requested will be a mobile unit that can be set up and modified by the training staff to allow for the most flexibility in conducting scenarios. There is no additional cost for setup or training from the manufacturer.
- The resources provided by this grant will allow for the purchase of a multi-purpose training house from the selected vendor. The multi-purpose training house, once operational, will immediately achieve our goal of providing realistic scenario-based training focusing on the enhancing of use of force/de-escalation training.
- Costs for the multi-purpose training house is estimated at \$46,130. The total cost of building and equipping the training facility (including the \$46,130 referenced for the multi-purpose training

house) is estimated at \$88,817 and will be requested as part of the FY 2022 Mid-Year Budget. The award of this grant will reduce the costs of this initiative accordingly.

Public Comment:

- There were no public comments.
- ❖ Council Member Hipes offered a motion to approve the submission of the FY2022 Law Enforcement Training Program Grant application and authorize the Mayor to execute all necessary documents.
 - Council Member Merkel seconded the motion.
 - The motion was approved unanimously (7-0).

D. Consideration of Letter off Support: GTIB Grant Application

- Director of Public Works, Pete Sewczwicz, came forward to present this item.
- Staff is recommending that Mayor and Council authorize the Mayor to sign and submit a letter supporting the North Fulton Community Improvement District's application for grant funding through the State Road and Tollway Authority to aid in funding the Kimball Bridge Road Corridor Multimodal Gap Connection.
- The North Fulton Community Improvement District (NFCID) is submitting an application for funding through the Georgia Transportation Infrastructure Bank, operated by the State Road and Tollway Authority, to support the construction and completion of the Kimball Bridge Road Corridor Multimodal Gap Connection. The project will complete the multimodal path connection between the City's Kimball Bridge Road Widening project and Georgia Department of Transportation (GDOT)'s bridge replacement over Georgia 400.
- Adding this connection will enhance bicycle and pedestrian safety across Georgia 400, improving access to existing major businesses and residential communities as well as to potential development and redevelopment sites.
- This connection unlocks access to key activity centers that make Alpharetta the vibrant city it is today, including Avalon, Downtown Alpharetta, and the new North Point Ecodistrict.

Public Comment:

- There were no public comments.
- ❖ Mayor Pro Tem Mitchell offered a motion to approve the authorization for the Mayor to sign and submit a letter supporting the North Fulton Community Improvement District's application for grant funding through the State Road and Tollway Authority to aid in funding the Kimball Bridge Road Corridor Multimodal Gap Connection.
 - Council Member Burnett seconded the motion.
 - The motion was approved unanimously (7-0).

II. PUBLIC COMMENT

- A. Jamie Bendall, 235 Crabapple Chase Court, came forward to share his appreciation and thanks to the two departing City Council Members, Ben Burnett and Karen Richard. He also thanked Mayor and Council for his reappointment to serve as an alternate member on the Planning Commission.

III. REPORTS

- A. Council Member Merkel shared that the Season of Celebration will occur one more night, on Friday, December 17th from 5:00 to 9:00 p.m., in Downtown Alpharetta.

- B. Mayor Gilvin and City Administrator, Bob Regus, came forward to present a commemorative obelisk to Council Member Burnett and Council Member Richard for their time, commitment, and for their service as an Alpharetta City Council Member.
- C. All other Council Members joined Mayor Gilvin and City Administrator Regus during the presentation to Council Member Burnett and Council Member Richard and shared their appreciation and gratefulness for both of their contributions during the time they served on City Council.

IV. ADJOURNMENT TO EXECUTIVE SESSION

- ❖ Council Member Richard offered a motion to adjourn to executive session.
 - Council Member Merkel seconded the motion.
 - The motion was approved (5-2; with Council Member Burnett and Council Member Merkel in opposition).
- Mayor Gilvin adjourned the meeting at 7:12 p.m.

Respectfully submitted,



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: ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

II. RECOMMENDATION:

Approve the following alcoholic beverage license applications as part of the consent agenda:

1. PH-21-AB-33 Sonesta International Hotels Corporation DBA Sonesta ES Suites Atlanta North Point Mall
2. PH-21-AB-34 Sonesta International Hotels Corporation DBA Sonesta ES Suites Atlanta Alpharetta Windward
3. PH-21-AB-35 Sonesta International Hotels Corporation DBA Sonesta ES Suites Alpharetta North Point
4. PH-21-AB-36 Movie Grill Concepts XXIII, LLC DBA Studio Movie Grill
5. PH-21-AB-37 Courtyard Management Corporation DBA Courtyard Atlanta Alpharetta Avalon

III. REPORT IN BRIEF:

The above referenced Alcoholic Beverage License Applications were heard and considered during a virtual Alcohol License Public Hearing on Thursday, December 30, 2021.

There were no public comments during the hearing.

At the conclusion of the hearing, City Attorney, Mike Stacy, recommended approval and forwarded the above referenced applications to City Council for final approval.

IV. ATTACHMENTS:

- Alcohol License Public Hearing meeting minutes from 12-30-2021



ALCOHOL LICENSE PUBLIC HEARING DECEMBER 30, 2021

ALPHARETTA CITY CLERK'S OFFICE
VIRTUAL MEETING VIA ZOOM

CITY CLERK: LSHAPIRO@ALPHARETTA.GA.US
ASSISTANT CITY CLERK: KVANHORN@ALPHARETTA.GA.US

2:00 PM

I. VIRTUAL MEETING ZOOM LINK

The City of Alpharetta's Alcohol License Public Hearings are a virtual meeting via Zoom. The meeting begins at 2:00 p.m. on the day of the scheduled hearing. To join the meeting, please click on this link: <https://zoom.us/j/91412394570>

Zoom Meeting ID: 914 1239 4570

II. CALL TO ORDER

- City Attorney Mike Stacy called the meeting to order at 2:00 p.m.

III. ROLL CALL

- Mike Stacy, City Attorney
- Lauren Shapiro, City Clerk
- Kiersten VanHorn, Assistant City Clerk
- Frank Jackson, Code Enforcement Officer
- Mindy Thompson, representing Courtyard
- Takira Deal, representing Courtyard
- D. Taylor Harper, representing Sonesta properties and Studio Movie Grill

IV. PUBLIC HEARING

**A. PH-21-AB-33 Sonesta International Hotels Corporation
d/b/a Sonesta ES Suites Atlanta North Point Mall
1325 North Point Drive
Alpharetta, GA 30022**

**Hotel
Consumption on Premises
Beer, Wine & Sunday Sales**

**Owner: Sonesta International Hotels Corporation
Registered Agent: Mitchell Funk**

- Taylor Harper of TFH legal was on the call to represent Sonesta.
- Ownership of hotel is the same, management has changed. Formerly managed by Residence Inn, the operations of hotel will be the same.
- Hotel offers evening meals 3-4 times a week and would like to offer beer and wine as well.
- Most of the current staff is remaining. Mr. Stacy pointed out that all staff serving alcohol must have a pouring permit. Mr. Harper confirmed all staff are TIPS certified and renewed annually.

- Mr. Stacy reminded Mr. Harper that once the City has issued the alcohol license, they are responsible for obtaining a separate license from the state of Georgia.
- Applicant will need to appear at the City Council meeting on January 3, 2022 at 6:30 pm.

**B. PH-21-AB-34 Sonesta International Hotels Corporation
d/b/a Sonesta ES Suites Atlanta Alpharetta Windward
5465 Windward Parkway
Alpharetta, GA 30004**

**Hotel
Consumption on Premises
Beer, Wine & Sunday Sales**

Owner: Sonesta International Hotels Corporation

Registered Agent: Mitchell Funk

- Taylor Harper of TFH Legal was on the call to represent Sonesta.
- Mr. Harper stated all responses to PH-21-AB-33 are the same for this Sonesta location.
- Applicant will need to appear at the City Council meeting on January 3, 2022 at 6:30 pm.

**C. PH-21-AB-35 Sonesta International Hotels Corporation
d/b/a Sonesta ES Suites Alpharetta North Point
3980 North Point Parkway
Alpharetta, GA 30005**

**Hotel
Consumption on Premises
Beer, Wine & Sunday Sales**

Owner: Sonesta International Hotels Corporation

Registered Agent: Mitchell Funk

- Taylor Harper of TFH Legal was on the call to represent Sonesta.
- Mr. Harper stated all responses to PH-21-AB-33 are the same for this Sonesta location.
- Applicant will need to appear at the City Council meeting on January 3, 2022 at 6:30 pm.

**D. PH-21-AB-36 Movie Grill Concepts XXIII, LLC
d/b/a Studio Movie Grill
7730 North Point Parkway
Alpharetta, GA 30022**

**Hotel
Consumption of Premises
Liquor, Wine, Beer & Sunday Sales**

Owner: Movie Grill Concepts XXIII, LLC

Registered Agent: Mitchell Funk

- Mr. Taylor Harper of TFH Legal was on the call to represent Movie Grill Concepts XXIII, LLC.
- Studio Movie Grill is a movie theater with in-theater dining. This is the third location in Georgia all owned by the same company.
- There are 14 theaters at this location. There is a lobby bar to purchase alcohol as well as seat-side servers who will take and bring orders to seats.
- Mr. Harper acknowledged all staff will need to have a pouring permit. He also mentioned the General Manager of the location is TIPS certified and will filter down the training to the employees.
- Mr. Stacy reminded Mr. Harper a state of Georgia alcohol license will need to be obtained after obtaining the City of Alpharetta alcohol license.
- Applicant will need to appear at the City Council meeting on January 3, 2022 at 6:30 pm.

**E. PH-21-AB-37 Courtyard Management Corporation
d/b/a Courtyard Atlanta Alpharetta Avalon
11700 Amber Park Drive
Alpharetta, GA 30009**

Hotel

Consumption on Premises

Liquor, Beer, Wine & Sunday Sales

Owner: Courtyard Management Corporation

Registered Agent: Michael Sard

- Ms. Mindy Thompson, attorney from Sard & Leff, was on the call representing Courtyard Management Corporation. Also on the call was Ms. Takira Deal, Assistant General Manager for Courtyard.
- Ms. Thompson stated this is not an ownership change, but only a management change.
- Ms. Deal stated leadership staff has changed, but most of other staff remains the same. Staff is TIPS certified as well as educated on alcohol service through Marriott e-learning.
- Mr. Stacy reminded the representatives that staff must have pouring permits and that a state of Georgia alcohol license needs to be obtained once the City of Alpharetta has issued their alcohol license.
- Applicant will need to appear at the City Council meeting on January 3, 2022 at 6:30 pm

V. PUBLIC COMMENT

- There were no public comments

VI. ADJOURNMENT

- City Attorney Mike Stacy adjourned the hearing at 2:14 p.m.

Respectfully submitted,

Kiersten VanHorn

Kiersten VanHorn, Assistant City Clerk



City Council Meeting STAFF REPORT

Submitting Department: Finance
Submitted By: Mark Bennett
Sponsored By:
Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: FINANCIAL MANAGEMENT REPORT: MONTH ENDING NOVEMBER 30, 2021

II. RECOMMENDATION:

Approve the Financial Management Reports for the month ending November 30, 2021 (period 5 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>
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IV. REPORT IN BRIEF:

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

In addition, this report includes:

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

V. ALTERNATIVES:

VI. ATTACHMENTS:

FY 2022 FMR (5-November)

City of Alpharetta, GA

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

Financial Management Reports



**for the month ending
November 30, 2021
(period 5 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

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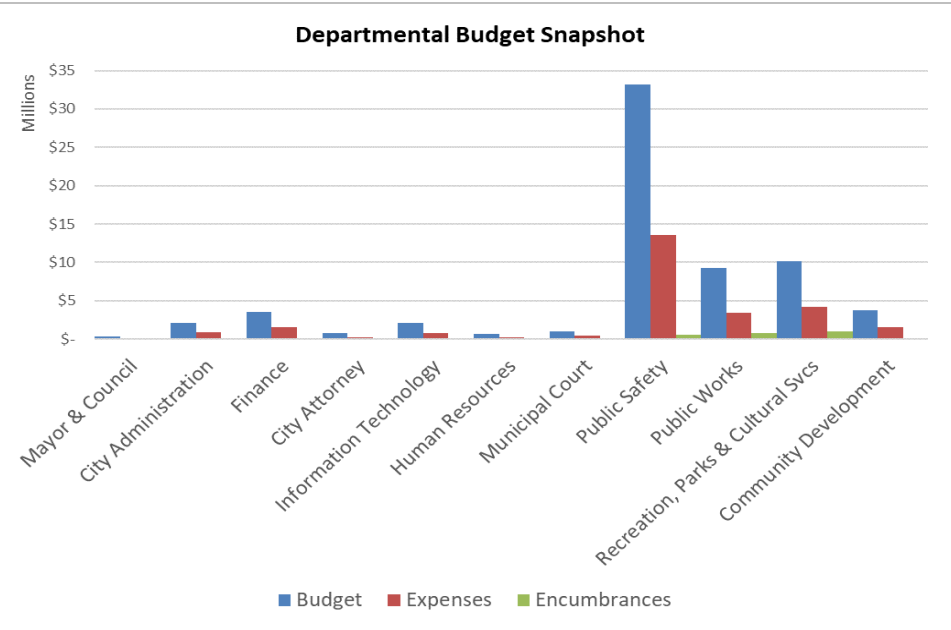
CITY OF ALPHARETTA

Financial Management Reports
Performance Dashboard
For the month ended November 30, 2021

LEGEND	
↑	Positive
↔	Neutral
↓	Negative

GENERAL FUND DETAIL

Revenues	Performance Status	Forecasted Gain/Loss
Top-10		
Property Taxes (incl. Motor Vehicle taxes)	↑	\$350,808
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	↑	\$150,000
Court/Traffic Fines	↓	(\$52,500)
Recreation/Special Event Fees	↑	\$99,833
Hotel/Motel Tax (City portion)	↑	\$375,000
Other Revenues	↑	\$79,448
Forecasted Gain*		\$1,936,991
% of Budget	↔	3%
Gain of 5% needed to fund ½ goal of recurring capital.		



* This figure is after funding of the Mid-Year Budget Ordinance (adopted in Nov.) allocating \$1.65 million towards employee compensation adjustments.

FUND SYNOPSIS

	Revenue	Expenses	Non-Allocated
General Fund (1)	↑	↑	\$666,320
Special Revenue Funds			
Confiscated Assets Fund (DEA)	↔	↔	\$71,967
Confiscated Assets Fund (State)	↔	↔	\$0
Emergency 911 Fund (1)	↔	↔	\$1,202,390
Impact Fee Fund	↑	↑	\$972,576
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: JANUARY 3, 2022
RE: FINANCIAL MANAGEMENT REPORTS AS OF NOVEMBER 30, 2021

The documents contained herein represent the financial management reports for the City of Alpharetta ("city") as of the period ending November 30, 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 \$70.6 million (net of Carryforward Fund Balance totaling \$6 million). As of November 30, 2021, actual revenue collections total 58% or \$41 million. Collection trends indicate a net gain over budget of \$1.9 million with the detail as follows:

• Motor Vehicle Title Tax:	\$ 200,000
• LOST:	800,000
• Insurance Premium Tax:	109,402
• Business and Occupational Tax:	150,000
• Hotel Taxes:	375,000
• Other:	<u>302,589</u>
Estimated Gain:	\$ 1,936,991 ¹

Motor Vehicle Title Tax collections is trending 27% higher than FY 2021 (\$2.7 million). Collection estimates for FY 2022 conservatively total \$2 million which is \$200,000 greater than budget.

Local Option Sales Tax collections is trending 21% higher than FY 2021 (\$17 million). Collection estimates for FY 2022 conservatively total \$16.5 million which is \$800,000 greater than budget.

Insurance Premium Tax collections total \$4.8 million in FY 2022 and represent a 3% increase over FY 2021 collections of \$4.6 million.

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.

Business and Occupational Tax collections is trending 35% higher than FY 2021 (\$1.1 million). Collection estimates for FY 2022 total \$1.1 million which is \$150,000 greater than budget.

Collections for Municipal Court Fines is trending 5% 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 November 30, 2021, city departments (not including General Government²) have encumbered and expensed 45%, or \$30 million, of their FY 2022 budget appropriations.

Contingency: The General Fund contingency balance totals \$666,320.

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 \$150,472 and represents unencumbered/unspent project appropriations of \$65,212, 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 \$1.7 million and primarily represents unencumbered/unspent capital project appropriations.

General Capital Project Fund (Fund 301): Available city funding totals \$10.8 million and represents unencumbered/unspent capital project appropriations of \$7.4 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 \$4 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.

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

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.

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 158% 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 November 30, 2021, the city has collected \$3.8 million representing the 1st -3rd 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 with the available balances as follows:

	Budget	Expenditures (thru Nov. 30 th)	Available Balance
Mayor: Jim Gilvin	\$ 7,200	\$ 1,308	\$ 5,892
Post #1: Donald Mitchell	\$ 4,000	\$ 105	\$ 3,895
Post #2: Ben Burnett	\$ 4,000	\$ 44	\$ 3,956
Post #3: Karen Richard	\$ 4,000	\$ 622	\$ 3,378
Post #4: John Hipes	\$ 4,000	\$ 244	\$ 3,756
Post #5: Jason Binder	\$ 4,000	\$ 62	\$ 3,938
Post #6: Dan Merkel	\$ 4,000	\$ 447	\$ 3,553

Development Authority³ (Component Reporting Unit)

As of November 30, 2021, the Development Authority has \$133,073 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 November 30, 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	\$ 25,649,642	\$ 21,831,562	85.1%	\$ 25,800,000	\$ 150,358	\$ 26,299,010	\$ 20,289,928	77.2%
Delinquent	237,000	(20,434)	-8.6%	237,450	450	180,267	73,206	40.6%
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	6,484,581	41.3%	16,500,000	800,000	16,984,903	5,358,145	31.5%
Franchise Tax	6,620,000	555,739	8.4%	6,645,000	25,000	6,858,414	526,859	7.7%
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	830,390	41.0%	2,025,000	-	2,339,660	732,742	31.3%
Building Permit Fees	1,700,000	757,925	44.6%	1,700,000	-	1,971,207	724,024	36.7%
Business and Occupational Tax	950,000	84,687	8.9%	1,100,000	150,000	1,138,811	62,547	5.5%
Court/Traffic Fines	2,054,000	1,130,329	55.0%	2,001,500	(52,500)	2,506,856	734,408	29.3%
Recreation/Special Event Fees	2,282,750	874,205	38.3%	2,382,583	99,833	2,035,279	604,138	29.7%
Hotel/Motel Tax (City portion)	2,062,500	993,453	48.2%	2,437,500	375,000	1,458,781	387,831	26.6%
subtotal	\$ 65,790,892	\$ 39,087,227	59.4%	\$ 67,648,435	\$ 1,857,543	\$ 69,216,855	\$ 34,746,363	50.2%
Other Revenues	4,801,477	2,095,082	43.6%	4,880,925	79,448	5,267,254	1,725,947	32.8%
Total Revenues	\$ 70,592,369	\$ 41,182,309	58.3%	\$ 72,529,360	\$ 1,936,991	\$ 74,484,109	\$ 36,472,310	49.0%
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 November 30, 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	\$ 917	\$ 157,205	\$ 227,970	41.0%	40.7%	\$ 368,717	\$ 158,906	43.1%
City Administration	2,150,343	65,705	899,859	1,184,779	44.9%	41.8%	1,267,117	541,152	42.7%
Finance	3,518,190	135,455	1,601,673	1,781,062	49.4%	45.5%	3,363,629	1,660,503	49.4%
City Attorney	750,000	-	205,313	544,687	27.4%	27.4%	762,682	433	0.1%
Information Technology	2,130,299	38,146	820,750	1,271,403	40.3%	38.5%	2,029,606	962,349	47.4%
Human Resources	696,560	10,973	238,881	446,706	35.9%	34.3%	521,820	219,978	42.2%
Municipal Court	1,062,639	130,779	433,402	498,459	53.1%	40.8%	905,796	391,608	43.2%
Public Safety	33,219,752	623,521	13,608,687	18,987,544	42.8%	41.0%	29,352,576	13,411,091	45.7%
Public Works	9,262,356	791,565	3,446,071	5,024,720	45.8%	37.2%	8,536,228	3,366,290	39.4%
Recreation, Parks & Cultural Svcs	10,171,114	1,010,675	4,237,295	4,923,144	51.6%	41.7%	8,866,601	3,693,584	41.7%
Community Development	3,825,634	52,080	1,569,466	2,204,088	42.4%	41.0%	3,868,757	1,729,237	44.7%
subtotal	\$ 67,172,979	\$ 2,859,815	\$ 27,218,602	\$ 37,094,563	44.8%	40.5%	\$ 59,843,529	\$ 26,135,130	43.7%
General Government:									
Insurance Premiums (Risk)	\$ 779,750	\$ -	\$ 324,896	\$ 454,854	41.7%	41.7%	\$ 720,250	\$ 300,104	41.7%
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	-	3,119,500	4,367,299	41.7%	41.7%	4,541,862	1,892,443	41.7%
Contingency	700,000	-	33,680	666,320	4.8%	4.8%	37,426	13,029	34.8%
subtotal	\$ 9,256,189	\$ -	\$ 3,522,896	\$ 5,733,293	38.1%	38.1%	\$ 5,590,028	\$ 2,639,302	47.2%
Total Expenditures	\$ 76,429,168	\$ 2,859,815	\$ 30,741,497	\$ 42,827,856	44.0%	40.2%	\$ 65,433,557	\$ 28,774,432	44.0%



CITY OF ALPHARETTA
Financial Management Reports
General Fund (unaudited)
Expenditure Summary by Category
As of November 30, 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	\$	30,087,034	\$ -	\$ 10,422,619	\$ 19,664,415	34.6%	34.6%	\$ 26,813,288	\$ 10,611,403	39.6%
Overtime		1,967,799	-	815,447	1,152,352	41.4%	41.4%	1,837,149	638,951	34.8%
Group Insurance		9,558,772	-	3,717,532	5,841,240	38.9%	38.9%	8,378,486	3,729,854	44.5%
FICA and Social Security		2,384,782	-	809,983	1,574,799	34.0%	34.0%	2,076,951	811,538	39.1%
Defined Benefit Pension		2,818,660	-	2,818,660	-	100.0%	100.0%	2,672,290	2,675,532	100.1%
401(A) Retirement/Match		2,547,024	-	918,602	1,628,422	36.1%	36.1%	2,022,431	965,282	47.7%
(2) Other		1,427,420	-	912,760	514,660	63.9%	63.9%	1,410,855	936,156	66.4%
subtotal	\$	50,791,491	\$ -	\$ 20,415,602	\$ 30,375,889	40.2%	40.2%	\$ 45,211,452	\$ 20,368,717	45.1%
Maintenance & Operations:										
Professional Services	\$	2,670,125	\$ 586,014	\$ 1,268,561	\$ 815,550	69.5%	47.5%	\$ 2,048,767	\$ 801,792	39.1%
Legal Services		750,000	-	205,313	544,687	27.4%	27.4%	762,682	433	0.1%
Vehicle Fuel/Maintenance		860,671	-	473,111	387,560	55.0%	55.0%	855,463	318,599	37.2%
Maintenance Contracts		2,847,439	1,217,993	1,013,713	615,733	78.4%	35.6%	2,606,672	904,044	34.7%
IT Professional Services		2,034,389	590,040	1,162,317	282,032	86.1%	57.1%	1,868,562	1,206,130	64.5%
General Supplies		881,877	88,842	388,801	404,234	54.2%	44.1%	794,271	305,618	38.5%
Utilities		2,953,175	-	919,781	2,033,394	31.1%	31.1%	2,829,894	966,682	34.2%
Insurance Premiums (Risk)		779,750	-	324,896	454,854	41.7%	41.7%	720,250	300,104	41.7%
Other		2,705,217	376,927	926,812	1,401,478	48.2%	34.3%	2,258,396	665,607	29.5%
subtotal	\$	16,482,643	\$ 2,859,815	\$ 6,683,305	\$ 6,939,523	57.9%	40.5%	\$ 14,744,956	\$ 5,469,010	37.1%
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	-	3,119,500	4,367,299	41.7%	41.7%	4,541,862	1,892,443	41.7%
Contingency		700,000	-	33,680	666,320	4.8%	4.8%	37,426	13,029	34.8%
subtotal	\$	8,476,439	\$ -	\$ 3,198,000	\$ 5,278,439	37.7%	37.7%	\$ 4,869,778	\$ 2,339,198	48.0%
Total Expenditures	\$	76,429,168	\$ 2,859,815	\$ 30,741,497	\$ 42,827,856	44.0%	40.2%	\$ 65,433,557	\$ 28,774,432	44.0%

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 November 30, 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									
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	1,460		16,213
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	\$ 1,460		\$ 47,647
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			\$ -	\$ -	\$ -	45		(45)
22090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(210)		210
22090200-395000		CARRYFORWARD FUND BALANCE			-	101,107	101,107	-		101,107
		subtotal			\$ -	\$ 101,107	\$ 101,107	\$ (164)		\$ 101,271
		Total			\$ -	\$ 209,894	\$ 209,894	\$ 60,296		\$ 149,598



CITY OF ALPHARETTA
 Financial Management Reports
 Grant Funds
Operating Grant Fund Detail (Fund 220; life-to-date for active projects)
 As of November 30, 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	
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	4,172	-	24,734	
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	\$ 4,172	\$ -	\$ 40,798	
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	\$ 53,750	\$ -	\$ 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	\$ 59,422	\$ -	\$ 150,472	

Notes:

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



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				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											
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	C1712	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-	-		500,000
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			\$ -	\$ 1,553,082	\$ 1,553,082	\$ 1,003,077			\$ 550,005
Community Development											
34074150-331350	C2107	NORTH POINT PKWY IMP	1,667,000	67,000	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 65,751			\$ 1,534,249
34074150-331150	C2114	S MAIN ST ARC STUDY	160,000	-		160,000	160,000	-			160,000
		subtotal			\$ -	\$ 1,760,000	\$ 1,760,000	\$ 65,751			\$ 1,694,249
General Government											
34090200-361000		INTEREST EARNINGS			\$ -	\$ -	\$ -	\$ 425			\$ (425)
34090200-363000		UNREALIZED GAIN/LOSS			-	-	-	(2,761)			2,761
34090200-395000		CARRYFORWARD FUND BALANCE			-	168,362	168,362				168,362
		subtotal			\$ -	\$ 168,362	\$ 168,362	\$ (2,336)			\$ 170,698
		Total			\$ -	\$ 3,481,444	\$ 3,481,444	\$ 1,066,491			\$ 2,414,953
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	\$ 31,500	\$ 153,825		\$ -
34041100-541410	C1219	MILLING AND RESURFACING (LMIG)	5,234,147	4,601,781	-	632,366	632,366	156,725	475,640		1
34041100-541420	C1712	ALPHALOOP (LANDWATER)	500,000	-	-	500,000	500,000	-	-		500,000
34041100-541410	C1927	WINDWARD TRIPLE LEFTS	3,766,321	3,766,321	-	-	-	-	-		-
		subtotal			\$ -	\$ 1,317,691	\$ 1,317,691	\$ 188,225	\$ 629,465		\$ 500,001
Community Development											
34074150-541410	C2107	NORTH POINT PKWY IMP	2,083,749	83,749	\$ -	\$ 2,000,000	\$ 2,000,000	\$ 154,318	\$ 797,582		\$ 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	\$ 154,318	\$ 797,582		\$ 1,208,100



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		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			\$ -	\$ 3,481,444	\$ 3,481,444	\$ 342,543	\$ 1,427,047	\$ 1,711,854



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			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											
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		-
30141100-336000	C1410	RUCKER RD WATERLINE		1,562,604		-	102,759		102,759		102,759
30141100-336000	C1702	KIMBALL BR RD IMPROVEMENTS		6,133,355		-	644,665		644,665		19,844
30141100-336000	C1927	WINDWARD TRIPLE LEFTS (FC WATER)		474,432		-	37,867		37,867		-
30141100-371001	C1927	WINDWARD TRIPLE LEFTS (NFCID)		160,137		-	160,137		160,137		-
30141100-371002	C1927	WINDWARD TRIPLE LEFTS (NFCID-FC)		500,002		-	199,025		199,025		12,278
30141100-336000	C1928	RUCKER ROAD - ROSWELL CONTRIBUTION		2,405,038		-	152,223		152,223		152,222
30141100-371000	C2113	ENCORE GREENWAY GATEWAY		230,000		-	230,000		230,000		-
30161150-371000	C1911	EQUESTRIAN CENTER (FOUNDATION)		464,608		-	464,608		464,608		-
30161150-371000	C1926	NORTHSIDE MOU (PARKS)		135,000		-	15,000		15,000		15,000
30161150-371000	C1929	COMM AG PROGRAM		26,538		-	2,517		2,517		7,022
30174150-371000	C0019	DOWNTOWN PARKING FUND		138,500		-	-		-		-
30174150-337000	C0910	TREE REPLACEMENT FUND (CONTRIBUTION)		467,450		-	267,600		267,600		267,600
30176100-371000	C1712	ALPHALOOP (ABC)		689,187		-	249,206		249,206		-
		subtotal				\$	-	\$	3,135,592	\$	3,135,592
						\$	-	\$	3,135,592	\$	1,062,695
						\$	-	\$	3,135,592	\$	2,072,897
Non-Departmental											
30190200-395000		CARRYFORWARD FUND BALANCE				\$	2,000,000	\$	7,532,861	\$	9,532,861
30190200-391100		TRANSFER-IN FROM THE GENERAL FUND (MATCH)					5,966,799		-		5,966,799
30190200-363000		UNREALIZED GAIN/LOSS INV					-		-		(11,579)
30190200-361000		INTEREST EARNINGS					100,000		-		100,000
		subtotal				\$	8,066,799	\$	7,532,861	\$	15,599,660
						\$	8,066,799	\$	7,532,861	\$	15,599,660
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,735,252
						\$	8,066,799	\$	10,668,453	\$	18,



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			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	\$	-				
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		-				
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		3,380		9,220		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		134,527		38,829		497,643
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	\$	224,833	\$	256,026	\$	1,402,766
Municipal Court																		
30126550-542400	C1222	RECORDS MANAGEMENT	\$	39,600	\$	15,960	\$	-	\$	23,640	\$	23,640	\$	-	\$	23,640	\$	-
subtotal							\$	-	\$	23,640	\$	23,640	\$	-	\$	23,640	\$	-
Public Safety																		
30131150-542200	C1202	FLEET REPLACEMENT	\$	6,541,893	\$	5,846,109	\$	305,000	\$	390,784	\$	695,784	\$	154,004	\$	168,845	\$	372,934
30131150-541300	C1229	PS ROOF REPAIR		956,583		425,936		-		530,647		530,647		200,761		296,585		33,301
30131150-542100	C1315	CARDIAC MONITOR REPLACEMENT		572,485		-		-		572,485		572,485		536,755		35,730		0



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		Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
30131150-542100	C1401 PS EQUIPMENT REPLACEMENT	1,282,722	1,051,202	211,000	20,520	231,520	24,309	72,723	134,488
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	19,047	-	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	\$ 1,172,587	\$ 676,026	\$ 794,851
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	14,049	143,748	521,504
30141100-541200	C1008 CEMETERY AUTHORITY-MAINTENANCE	474,399	184,957	-	289,442	289,442	8,525	5,139	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	78,729	66,449	130,556
30141100-541410	C1217 TRAFFIC CALMING & INTERSECTION IMPROVEMENTS	453,584	328,482	75,000	50,102	125,102	24,238	93,388	7,475
30141100-541410	C1218 MAINTENANCE	704,267	557,528	100,000	46,739	146,739	21,324	12,447	112,969
30141100-541410	C1219 MILLING AND RESURFACING	22,174,573	20,403,711	1,224,000	546,862	1,770,862	70,255	917,543	783,064
30141100-541410	C1220 TRAFFIC CONTROL EQUIPMENT	887,491	767,537	100,000	19,954	119,954	30,462	20,338	69,155
30141100-541410	C1221 DESIGN SERVICES	868,299	745,935	75,000	47,364	122,364	32,475	2,850	87,039
30141100-542200	C1223 FLEET REPLACEMENT	1,274,452	1,069,452	205,000	-	205,000	-	182,789	22,211
30141100-541300	C1229 FACILITY ROOF REPLACEMENT			250,000	(250,000)	-	-	-	-
30141100-541200	C1302 TREE PLANTING & LANDSCAPING IMPROVEMENTS	1,122,770	796,961	265,000	60,809	325,809	4,873	2,836	318,100
30141100-541410	C1410 RUCKER RD CORRIDOR 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	7,790	123,114	233,377
30141100-541420	C1801 SIDEWALK MAINTENANCE/REPAIR	600,001	565,946	-	34,055	34,055	26,959	-	7,096
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
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	-



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				Total Project Authorization	Prior Year Actuals	Original Appropriation	Transfers / Adjustments	Revised Budget	Collections / Expenditures	Encumbrances	
30141100-541410	C1927	WINDWARD TRIPLE LEFT		1,150,655	765,534	-	385,121	385,121	-	-	385,121
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	185,325	120,427	-
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	3,758	-	64,067
30141100-541410	C2048	STREETLIGHT MAINTENANCE		189,078	49,890	80,000	59,188	139,188	26,441	36,038	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	10,232	6,000	8,768
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	12,498	29,161	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	\$ 815,072	\$ 2,788,760	\$ 3,618,494
Recreation, Parks & Cultural Services											
30161150-541500	C0922	SYNTHETIC TURF REPLACEMENT		\$ 500,000	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 13,795	\$ 440,544	\$ 45,661
30161150-541500	C1221	DESIGN SERVICES		202,185	169,735	20,000	12,450	32,450	4,700	7,750	20,000
30161150-542200	C1232	FLEET				275,000	-	275,000	65,680	160,448	48,872
30161150-542100	C1402	RP EQUIPMENT REPLACEMENT		700,059	519,199	122,000	58,860	180,860	76,805	52,565	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	7,393	15,563	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	123,649	1,370	2,219
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	5,000	25,500	16,000
30161150-541500	C1911	EQUESTRIAN CENTER (FOUNDATION)		464,608	-	-	464,608	464,608	-	282,575	182,033
30161150-541500	C1920	PARK DEVELOPMENT		566,308	532,701	-	33,607	33,607	31,211	-	2,396
30161150-541500	C1926	NORTHSIDE MOU (PARKS)		135,000	110,721	-	24,279	24,279	-	4,400	19,879
30161150-541500	C1929	COMMUNITY AGRICULTURE PROGRAM		26,541	15,693	-	10,848	10,848	2,897	7,000	951



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
General Capital Project Fund Detail (Fund 301; life-to-date for active projects)
 As of November 30, 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	C2010 PARK ENHANCEMENTS	420,001	287,299	120,000	12,702	132,702	104,085	20,117	8,500
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		58,433	1,567
	subtotal			\$ 1,584,500	\$ 1,124,285	\$ 2,708,785	\$ 678,780	\$ 1,123,260	\$ 906,745
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	23,347	29,214	88,117
30174150-541410	C2107 NORTH POINT PARKWAY IMPROVEMENTS	78,500	24,375	-	54,125	54,125	6,178	47,947	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	\$ 30,506	\$ 77,160	\$ 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	\$ 10,668,453	\$ 18,735,252	\$ 2,932,168	\$ 4,994,998	\$ 10,808,085



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
Stormwater Capital Fund Detail (Fund 302; life-to-date for all projects)
 As of November 30, 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			\$ -	\$ -	\$ -	\$ 643		\$ (643)
30290200-363000	UNREALIZED GAIN/LOSS INV			-	-	-	(2,244.28)		2,244.28
30290200-391100	TRANSFER IN/GENERAL FUND MATCH			1,520,000	-	1,520,000	633,333		886,667
30290200-395000	CARRYFORWARD FUND BALANCE			-	1,470,037	1,470,037			1,470,037
	Total			\$ 1,520,000	\$ 1,470,037	\$ 2,990,037	\$ 631,733	\$ -	\$ 2,358,304
Expenditures									
Public Works									
30241100-541430 C1216	SW DRAINAGE MAINTENANCE	\$ 851,906	\$ 468,953	\$ 200,000	\$ 182,953	\$ 382,953	\$ 7,195	\$ 193,396	\$ 182,362
30241100-541430 C1308	SW PIPE & STRUCTURE R&M	7,499,214	5,683,005	750,000	1,066,209	1,816,209	496,821	243,743	1,075,645
30241100-541430 C1503	STORMWATER STUDIES	500,001	219,387	200,000	80,614	280,614	30,790	54,490	195,334
30241100-541430 C1604	STORMWATER INSPECTIONS	544,055	378,924	120,000	45,131	165,131	8,922	36,209	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	\$ 543,728	\$ 743,838	\$ 1,628,497
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	\$ 543,728	\$ 743,838	\$ 1,702,471



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
American Rescue Act Fund Detail (Fund 303; life-to-date for all projects)
 As of November 30, 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									
30341100-541410 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	48,868	1,351,084	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	\$ 48,868	\$ 2,527,084	\$ 2,068,560
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	\$ 49,279	\$ 2,527,084	\$ 4,068,148



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 November 30, 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										
31790200-395000	CARRYFORWARD FUND BALANCE				\$ -	\$ 5,125,102	\$ 5,125,102	\$ -		\$ 5,125,102
31790200-389000	MISCELLANEOUS REVENUS				-	108,000	108,000	-		108,000
31790200-361000	INTEREST EARNINGS				-	-	-	981		(981)
	subtotal				\$ -	\$ 5,233,102	\$ 5,233,102	\$ 981		\$ 5,232,121
	Total				\$ -	\$ 5,233,102	\$ 5,233,102	\$ 981		\$ 5,232,121
Expenditures										
31741100-541410	C1410	RUCKER RD CORRIDOR			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31741100-541410	C1631	MCGINNIS RD IGA (FORSYTH)			-	1,313,209	1,313,209	182,600	-	1,130,609
31741100-541410	C1702	KIMBALL BR RD IMPROVEMENTS			-	2,564,681	2,564,681	1,731,074	796,730	36,877
31741100-541420	C1712	ALPHALOOP			-	197,190	197,190	600	-	196,590
31741100-541420	C1715	BETHANY/MAYFIELD ROUNDABOUT			-	1,762	1,762	-	-	1,762
31741100-541420	C1826	SPRUELL CIRCLE SIDEWALK			-	75,809	75,809	-	75,808	1
31741100-541420	C1829	PROVIDENCE AREA SIDEWALKS			-	285,577	285,577	4,108	196,800	84,669
31741100-541420	C1925	MORRISON PARKWAY SIDEWALKS			-	206,130	206,130	126,808	50,996	28,326
31761150-541300	C1708	GREENWAY EXT TO FORSYTH			-	57,090	57,090	49,662	6,727	701
31761150-541300	C1709	EASTSIDE COMMUNITY CTR			-	90,500	90,500	-	90,500	0
31741100-579000	PW RESERVE				-	397,468	397,468	-	-	397,468
31761150-579000	PARKS RESERVE				-	43,686	43,686	-	-	43,686
	Total				\$ -	\$ 5,233,102	\$ 5,233,102	\$ 2,094,852	\$ 1,217,562	\$ 1,920,689



CITY OF ALPHARETTA
 Financial Management Reports
 Capital Project Funds
TSPLOST Fund Detail (Fund 335; life-to-date for all projects)
 As of November 30, 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	4,399,659		3,215,341
33541100-361000	INTEREST EARNINGS			225,000	-	225,000	6,877		218,123
	Total			\$ 25,000,000	\$ 17,198,330	\$ 42,198,330	\$ 4,406,536		\$ 37,791,794
Expenditures									
33541100-541410	ROADWAY IMPROVEMENTS	\$ 121,980	\$ 96,301	\$ -	\$ 25,679	\$ 25,679	\$ 15,516	\$ 10,163	\$ 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
33541100-541410	C1714 BETHANY RD @ MID BROADWELL 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	10,605	2,270,873	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	-
33541100-541410	C1933 WEBB BRIDGE RD (DESIGN-PROJ. MGMT., ETC.)	876,397	714,183	23,000,000	(22,837,786)	162,214	46,442	115,771	1
33541100-541410	C1934 WINDWARD PKWY EAST IMPROVEMENTS	1,615,349	930,761	-	684,588	684,588	328,655	355,420	514
33541100-541410	C1935 WINDWARD PKWY WEST 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
33541100-541410	C2104 WEBB BR RD PHASE 4 (NPP TO GREENWAY)	692,508	192,845	-	499,663	499,663	107,223	392,440	0
33541100-541410	C2113 ENCORE GREENWAY GATEWAY	230,001	130,002	-	99,999	99,999	-	99,998	1
33541100-541410	C2211 WEBB BRIDGE RD PHASE 1 (WESTWIND TO GREENWAY)	874,800	-	-	874,800	874,800	157,033	717,767	-
33541100-541410	C2229 WEBB BRIDGE RD PHASE 2 (ROUNDAABOUT-PARK)	6,000,000	-	-	6,000,000	6,000,000	13,585	-	5,986,415
33541100-541410	C2232 WEBB BRIDGE RD PHASE 3 (GREENWAY-ROUNDAABOUT)	17,000,000	-	-	17,000,000	17,000,000	-	-	17,000,000
33561150-541300	C1708 GREENWAY EXTENSION TO 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	\$ 1,063,153	\$ 8,377,265	\$ 32,757,911



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Impact Fee Fund (Fund 270; life-to-date for active projects)
 As of November 30, 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										
27074110-341321	IMPACT FEES STREETS & HIGHWAYS		\$ 2,480,557	\$ 2,480,557	\$ -	\$ -	\$ -	\$ 168,897		\$ (168,897)
27074110-341323	IMPACT FEES RECREATION & PARKS		5,775,234	5,775,234	-	-	-	653,292		(653,292)
27074110-341324	IMPACT FEES PUBLIC SAFETY		914,362	914,362	-	-	-	21,834		(21,834)
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				-	-	-	(8,181)		8,181
27074110-361000	INTEREST EARNINGS		229,398	229,398	-	-	-	1,838		(1,838)
	Total				\$ 1,443,100	\$ 2,366,615	\$ 3,809,715	\$ 837,679		\$ 2,972,036
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	\$ 100,187	\$ 16,793	\$ 4,234
27061150-541500	C1911	EQUESTRIAN CENTER (CITY)	463,679	-	-	463,679	463,679	-	281,645	182,034
	subtotal				\$ -	\$ 584,892	\$ 584,892	\$ 100,187	\$ 298,438	\$ 186,267
Non-Departmental										
27074110-521200	PROFESSIONAL SERVICES				\$ 68,500	\$ 1,000	\$ 69,500	\$ -	\$ -	\$ 69,500
27074110-579001	NON-ALLOCATED STREETS & HIGHWAYS				-	346,650	346,650	-	-	346,650
27074110-579002	NON-ALLOCATED RECREATION & PARKS				-	556,567	556,567	-	-	556,567
27074110-579003	NON-ALLOCATED PUBLIC SAFETY				-	69,359	69,359	-	-	69,359
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	\$ 231,037	\$ 310,090	\$ 3,268,588



CITY OF ALPHARETTA
 Financial Management Reports
 Special Revenue Funds
Hotel/Motel Fund (Fund 275; life-to-date for active projects)
 As of November 30, 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									
27590150-314100	HOTEL/MOTEL TAXES	58,867,905	53,367,905	\$ 5,500,000	\$ -	\$ 5,500,000	\$ 2,640,892		\$ 2,859,108
27590150-319201	PENALTY/INTEREST HOTEL/MOTEL TAXES	20,654	20,654	-	-	-	8,944		(8,944)
27590150-363000	UNREALIZED GAIN/LOSS			-	-	-	(3,288)		3,288
27590150-361000	INTEREST EARNINGS	10,446	446	10,000	-	10,000	666		9,334
	subtotal			\$ 5,510,000	\$ -	\$ 5,510,000	\$ 2,647,215		\$ 2,862,785
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	\$ 2,647,215		\$ 4,174,098
Expenditures									
Alpharetta Convention & Visitors Bureau									
27590150-572002	ALPHA CONV & VISITORS BUREAU DISTRIBUTION	25,595,451	23,189,201	\$ 2,406,250	\$ -	\$ 2,406,250	\$ 1,159,029	\$ -	\$ 1,247,221
	subtotal			\$ 2,406,250	\$ -	\$ 2,406,250	\$ 1,159,029	\$ -	\$ 1,247,221
City/Other									
27590150-521200	PROFESSIONAL SERVICES	29,115	23,115	\$ 6,000	\$ -	\$ 6,000	\$ 4,040	\$ -	\$ 1,960
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	993,453	-	1,069,047
	subtotal			\$ 2,068,500	\$ 127,578	\$ 2,196,078	\$ 997,493	\$ -	\$ 1,198,585
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	50,180	506,126	321,786
27590151-581100	D1600 PRINCIPAL (2016 CONF CTR BOND)	1,535,000	940,000	595,000	-	595,000		-	595,000
27590151-582100	D1600 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	\$ 423,590	\$ 506,126	\$ 1,289,268
	Total			\$ 5,814,713	\$ 1,006,600	\$ 6,821,313	\$ 2,580,113	\$ 506,126	\$ 3,735,074

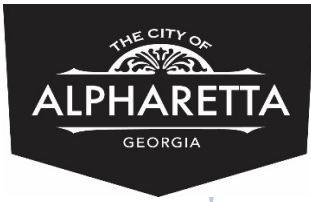


OTHER REPORTS



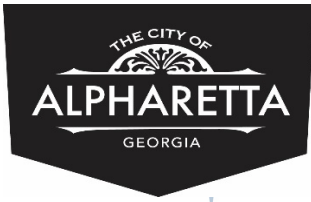
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended November 30, 2021

Vendor	Description	Department	\$ Amount
A.B. GYMNASTICS LLC	AGA - NOV TUITION, OCT LATE ADD, EVALUATION	Rec., Parks & Cultural Services	\$ 10,904.44
ACOMFORT BY DESIGN	HEATING, VENTILATING AND AIR C	Public Works	\$ 7,608.91
AG & TURF CBD	AGRICULTURAL EQUIPMENT	Rec., Parks & Cultural Services	\$ 8,481.60
ALLIED WASTE SERVICE	SOLID WASTE AND RECYCLING	Finance	\$ 5,909.66
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	\$ 455,953.86
ALLIED WASTE SERVICE	WASTE SERVICE	Various Departments	\$ 8,841.80
ALLIED WASTE SERVICE	WASTE MANAGEMENT SERVICES	Finance	\$ 5,909.66
ALPHARETTA	ALPHA CONV & VISITORS BRU	General Government	\$ 335,230.93
AMERICAN FACILITY	JANITORIAL/CUSTODIAL SERVICES	Various Departments	\$ 25,595.38
ANIMAL CONTROL	ANIMAL TRAPPING SERVICES	Public Works	\$ 19,854.77
ARTS ALPHARETTA	PUBLIC ARTS PROGRAM	Rec., Parks & Cultural Services	\$ 6,500.00
AT&T/BELLSOUTH @ 85	TELEPHONE SERVICES, LONG DISTANCE	Public Safety	\$ 17,404.86
AT&T/BELLSOUTH @ 85	INFORMATION HIGHWAY ELECTRONIC	Various Departments	\$ 11,952.66
AT&T/BELLSOUTH @ 85	E-911 OPERATIONS	Public Safety	\$ 5,478.12
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Public Works	\$ 8,262.71
ATKINS NORTH AMERICA	PROJECT MANAGEMENT SERVICES	Public Works	\$ 13,840.98
ATLANTA BUSINESS	NEWSPAPER AND PUBLICATION ADVE	City Administration	\$ 7,450.00
BARTOW PAVING COMPAN	PAVING/RESURFACING, STREET (MA	Public Works	\$ 156,725.43
BOVIS KYLE & BURCH L	LEGAL SERVICES	Legal Services	\$ 58,669.60
BUTCH THOMPSON	EMERGENCY REPAIR HENDERSON PKWY	Risk Management	\$ 51,912.95
CALLOWAY TITLE	WBR PH2 (ROUNDAABOUT-PARK)	Public Works	\$ 9,650.00
CARL BLACK BUICK GMC	VEHICLE REPAIR & MAINTENANCE	Public Safety	\$ 5,642.32
CDW GOVERNMENT LLC	SOFTWARE MAINTENANCE/SUPPORT	Various Departments	\$ 22,281.74
CINCINNATI LIFE	CINCINNATI LIFE WITHHOLDING	General Government	\$ 5,380.42
CITY OF MILTON	COURTROOM LEASE	Municipal Court	\$ 6,775.00
CMES	KIMBALL BR RD IMPROVEMENTS	Public Works	\$ 267,028.74



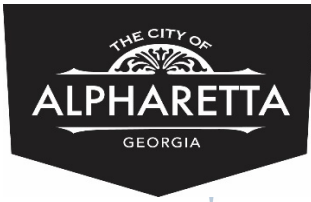
CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended November 30, 2021

Vendor	Description	Department	\$ Amount
COLUMBIA ENGINEERING	DESIGNING SERVICES NORTH POINT PKWY IMP	Community Development	\$ 72,129.11
CRABAPPLE TURF	PARK REPAIRS/IMPROVMENTS	Rec., Parks & Cultural Services	\$ 9,994.00
CRABAPPLE TURF	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 9,913.41
CREATIVE BUS SALES	AUTOMOBILES, SCHOOL BUSES, SUV	Rec., Parks & Cultural Services	\$ 65,680.00
DANA SAFETY SUPPLY I	FLEET REPLACEMENT	Public Safety	\$ 23,471.69
ED CASTRO LANDSCAPE	ROADSIDE, GROUNDS, RECREATIONAL	Rec., Parks & Cultural Services	\$ 11,856.33
ED CASTRO LANDSCAPE	MAINTENANCE CONTRACTS	Rec., Parks & Cultural Services	\$ 8,035.58
ELARBEE THOMPSON	CLAIMS (PUBLIC ENT LIABILITY)	Finance	\$ 5,227.00
ENGINEERED RESTORATI	FACILITY IMPROVEMENTS	Public Works	\$ 9,650.00
FIVE OAKS FENCE COMP	FENCING, CHAIN LINK (INCLUDING	Rec., Parks & Cultural Services	\$ 34,950.00
FLOCK GROUP INC	SURVEILLANCE CAMERAS AND COUNT	Public Safety	\$ 20,000.00
FULTON COUNTY BOARD	LVAP REPORTS	Public Safety	\$ 7,107.75
FULTON COUNTY BOARD	FUEL PAYMENTS	General Government	\$ 51,427.93
GARLAND DBS INC	PS ROOF REPAIR/REPLACEMENT	Public Safety	\$ 69,278.67
GEORGIA POWER CO	ELECTRICITY UTILITIES	Various Departments	\$ 165,805.07
GEORGIA SUPERIOR COU	OCT MONTHLY DISTRIBUTION REPORT	Public Safety	\$ 30,255.13
GESSNER	INSTRUCTORS, CLASSES FOR THE P	Rec., Parks & Cultural Services	\$ 8,014.69
GREENTREE SHAVINGS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,430.60
GREENTREE SHAVINGS	BEDDING (ALL TYPES)	Rec., Parks & Cultural Services	\$ 5,430.60
HORSE & PLOW LANDSCA	CONSTRUCTION SERVICES, GENERAL	Rec., Parks & Cultural Services	\$ 7,090.00
IPR SOUTHEAST LLC	PIPE AND PIPE FITTINGS MAINTEN	Public Works	\$ 121,574.00
LAZY GRASS LLC	TURF, ARTIFICIAL, INDOOR AND OUTDOOR	Rec., Parks & Cultural Services	\$ 5,280.00
LD GYMNASTICS INC	GYMNASTICS CLASSES	Rec., Parks & Cultural Services	\$ 17,444.22
MAULDIN & JENKINS	ACCOUNTING/AUDITING/BUDGET	Finance	\$ 25,000.00
MEER ELECTRIC	ELECTRICAL SERVICES	Various Departments	\$ 18,320.01
MEER ELECTRIC	ELECTRICAL SERVICES	Rec., Parks & Cultural Services	\$ 7,296.27



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended November 30, 2021

Vendor	Description	Department	\$ Amount
MEER ELECTRIC	GENERATORS AND CABLES FOR WIRE & WOOD	Rec., Parks & Cultural Services	\$ 7,210.00
MOUNTAIN HIGH MULCH	GROUPS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 8,160.00
NETPLANNER SYSTEMS	CAMERAS, DIGITAL TYPE	Public Safety	\$ 15,715.00
OHIO TACTICAL OFFICE	TRAINING AND INSTRUCTION	Public Safety	\$ 6,900.00
PEACE OFFICERS ANNUI	POABF STATE REPORT	Public Safety	\$ 7,034.25
POND & COMPANY	WBR (DESIGN-PROJ MGMT)	Public Works	\$ 40,235.00
POND & COMPANY	DESIGNING AND DEVELOPMENT SERVICES	Various Departments	\$ 32,125.55
RUPPERT LANDSCAPE	GROUPS MAINTENANCE: MOWING, E	Public Works	\$ 38,761.20
SAVATREE LLC	ARBORIST SERVICES	Rec., Parks & Cultural Services	\$ 49,910.00
SAWNEE ELECTRIC MEMB	ELECTRICITY UTILITIES	Various Departments	\$ 34,053.61
SHI INTERNATIONAL CO	MICROSOFT AZURE CLOUD SERVICES	Various Departments	\$ 20,301.12
SHOENTHAL	LEGAL SERVICES, ATTORNEYS	Municipal Court	\$ 7,150.00
SOCCER SHOTS NORTH	INSTRUCOR FEES-FALL SESSION SOCCER SHOTS	Rec., Parks & Cultural Services	\$ 5,625.00
SOL CONSTRUCTION LLC	WINDWARD PKWY WEST & EAST IMP	Public Works	\$ 10,868.44
SOUTHERN HYDRO VAC I	PIPELINE EQUIPMENT MAINTENANCE	Public Works	\$ 12,754.70
SOUTHERN HYDRO VAC I	PIPELINE EQUIPMENT MAINTENANCE	Public Works	\$ 5,446.60
SOUTHERN HYDRO VAC I	PIPELINE EQUIPMENT MAINTENANCE	Public Works	\$ 6,356.90
STRYKER SALES LLC	CARDIAC MONITOR REPL	Public Safety	\$ 702,991.38
SUNTRUST PCARD	OCT EPAYABLES	Various Departments	\$ 38,821.46
SUNTRUST PCARD	PCARD LIABILITY	Various Departments	\$ 130,456.15
SUSTAINABLE WATER PL	STORMWATER INSPECTIONS	Public Works	\$ 6,428.00
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.67
TECH ALPHARETTA	ATC OPERATIONAL FUNDS	Development Authority	\$ 7,916.67
TERRAMARK LAND	SURVEYOR SERVICES, LAND	Public Works	\$ 25,625.00
THE DUMPSTER CO	CLEANING OF ROADSIDE PARK (RES	Rec., Parks & Cultural Services	\$ 7,827.35
THE F. A. BARTLETT T	TREE REMOVAL	Public Works	\$ 5,455.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of Payments \$5,000 and greater
 for the month ended November 30, 2021

Vendor	Description	Department	\$ Amount
THE F. A. BARTLETT T	TREE AND SHRUB REMOVAL SERVICE	Public Works	\$ 5,400.00
THE SALABARRIA FAMIL	CURRENT YEAR PROPERTY TAXES	General Government	\$ 10,800.00
TIOMAN CONSTRUCTION	STRIPING & SIGNAGE	Public Works	\$ 15,365.00
TPG DEVELOPMENT, LLC	RELEASE OF EROSION CONTROL BOND	General Government	\$ 21,000.00
TPG DEVELOPMENT, LLC	EROSION CONTROL AND TREE BOND	General Government	\$ 33,900.00
TRANSAMERICA	RECORDING KEEPING FEES	Finance	\$ 5,435.81
TRI SCAPES INC	GROUNDS REPAIR & MAINTENANCE	Rec., Parks & Cultural Services	\$ 5,016.85
TRI SCAPES INC	ROADSIDE, GROUNDS, RECREATIONAL	Rec., Parks & Cultural Services	\$ 22,363.66
UNIVERSAL CONCEPTS	DECORATIONS: CHRISTMAS 2021	Rec., Parks & Cultural Services	\$ 118,269.00
VERIZON WIRELESS SER	TELECOMMUNICATION SERVICES & EQUIPMENT PURCHASES	Various Departments	\$ 23,359.32
VERSALIFT TENNESSEE	VEHICLE REPAIR & MAINTENANCE	Public Works	\$ 5,955.80
WILDCAT STRIPING & S	STRIPING STREETS, PARKING FACI	Public Works	\$ 8,370.00



CITY OF ALPHARETTA
 Financial Management Reports
Listing of PO's between \$5,000.01 and \$50,000.00
 for the month ended November 30, 2021

Purchase Order #	Vendor	Department	Purchase Order Amt.	Description
22000399	CDW LLC	Information Technology	\$ 19,701.74	Adobe license and maintenance renewal
22000404	Mary Jane Potter	Rec, Parks & Cultural Services	\$ 5,300.00	Talent acquisition fees form July - Dec 2021 for Music Match Program
22000409	Wiss Janney Elstner Assoc Inc	Public Works	\$ 6,000.00	City Center parking structure visual condition assessment
22000410	Mauldin & Jenkins LLC	Finance	\$ 50,000.00	FY21 auditing services
22000413	Allan Vigil Ford Lincoln Inc	Public Works	\$ 31,741.00	(1) 2022 Ford F150 4X4 Super Cab
22000414	Flock Group Inc	Public Safety	\$ 20,000.00	(4) Flock Falcon cameras and (5) Flock cameras
22000415	Meer Electrical Contractors Inc	Rec, Parks & Cultural Services	\$ 7,210.00	Electrical services for Wire and Wood
22000416	Wholesale Commercial Laundry Equip. LLC	Public Safety	\$ 10,258.00	Turnout gear washers and dryers for stations 81 and 83
22000418	Roswell Signs LLC	Rec, Parks & Cultural Services	\$ 16,792.57	Signage for Union Hill Park and Marconi Greenway access
22000419	SavATree LLC	Rec, Parks & Cultural Services	\$ 9,300.00	Tree pruning/removal services for Webb Bridge Park tennis courts
22000424	Tidwell Traffic Solutions Inc	Public Works	\$ 13,710.00	Street striping along (6) roadways
22000429	Repro Products Inc	Information Technology	\$ 13,550.00	Hewlet Packard DesignJet T2600 PS Plotter
22000433	Horse & Plow Landscape LLC	Rec, Parks & Cultural Services	\$ 9,800.00	Installation repairs for the Laborer sculpture
22000436	Building Management Consultants LLC	Public Works	\$ 12,000.00	Weather/waterproofing maint. and repair services of flat roof at (5) locations

**City of Alpharetta
Balance Sheet
Governmental Funds
November 30, 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	\$ 46,653,249	\$ 9,792,813	\$ 1,049,036	\$ 3,224,344	\$ 38,668,673	\$ 16,646,436	\$ 116,034,550
Receivables (net of allowance for uncollectibles)							
Taxes Receivable							
Property Taxes	5,159,634	-	-	-	-	928,087	6,087,721
Other Taxes	266,587	-	-	-	-	-	266,587
Interest	-	-	-	-	-	-	-
Accounts	-	-	-	-	-	-	-
Due from Other Funds	1,030,603	-	-	-	-	-	1,030,603
Prepaid Items	-	-	-	-	-	-	-
Intergovernmental Receivable	34,815	523,254	50,000	-	843	31,692	640,603
Cash - Restricted	161,302	4,208,035	-	-	-	-	4,369,337
Total Assets	53,306,190	14,524,102	1,099,036	3,224,344	38,669,516	17,606,215	128,429,401
LIABILITIES AND FUND BALANCES							
Liabilities							
Current							
Accounts Payable	902,413	801,952	141,053	-	17,776	60,004	1,923,197
Retainage Payable	-	158,863	15,673	119,612	125,956	3,318	423,421
Intergovernmental Payable	-	2,896,435	-	-	-	-	2,896,435
Arbitrage Payable	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct							
Claims Payable	-	-	-	-	-	-	-
Payroll Payable	69,720	-	-	-	-	5,514	75,234
Due to Other Funds	-	-	-	73,498	823,228	689	897,416
Deferred Revenue	5,463,771	523,254	50,000	-	843	4,282,034	10,319,902
Unearned Revenue	668,988	-	-	-	-	-	668,988
Teen Driving/Donation	-	-	-	-	-	-	-
T.A.D Payment to County	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-
Non-Current							
Unclaimed Property	20,710	-	-	-	-	-	20,710
Claims Payable	63,176	-	-	-	-	-	63,176
Total Liabilities	7,188,777	4,380,504	206,725	193,111	967,803	4,351,559	17,288,479
Fund Balances:							
Restricted for:							
Capital Projects	-	-	892,310	3,031,233	37,701,713	4,416,359	46,041,615
Law Enforcement	-	-	-	-	-	196,313	196,313
Emergency Telephone Activities	-	-	-	-	-	1,700,564	1,700,564
Grant Projects	-	-	-	-	-	-	-
Debt Service	-	-	-	-	-	3,902,981	3,902,981
Promotion of Tourism	-	-	-	-	-	1,378,416	1,378,416
Assigned for:							
Grant Projects	-	-	-	-	-	101,981	101,981
Capital Projects	-	10,143,598	-	-	-	-	10,143,598
2022 Fiscal year Expenditures	5,289,252	-	-	-	-	-	5,289,252
Unassigned	40,828,161	-	-	-	-	1,558,042	42,386,202
Total Fund Balances	46,117,413	10,143,598	892,310	3,031,233	37,701,713	13,254,655	111,140,922
Total Liabilities and Fund Balances	\$ 53,306,190	\$ 14,524,102	\$ 1,099,036	\$ 3,224,344	\$ 38,669,516	\$ 17,606,215	\$ 128,429,401

City of Alpharetta
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Period Ended November 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	\$ 22,593,467	\$ -	\$ -	\$ -	\$ -	\$ 2,649,837	\$ 25,243,304
Local Option Sales Tax	6,484,581	-	-	-	-	4,326,335	10,810,915
Transportation SPLOST	-	-	-	-	4,399,659	-	4,399,659
Other Taxes	6,782,361	-	-	-	-	1,090,318	7,872,679
Licenses and permits	1,614,591	-	-	-	-	844,022	2,458,613
Intergovernmental	76,007	439,665	1,068,828	-	-	90,208	1,674,709
Charges for services	1,417,125	-	-	-	-	6,460	1,423,585
Impact Fees	-	-	-	-	-	4,000	4,000
Fines/Forfeitures	1,130,329	-	-	-	-	(14,227)	1,116,102
Investment earnings (Loss)	(32,002)	(7,523)	(2,336)	981	6,877	808	(33,196)
Contributions and Donations	59,752	34,300	-	-	-	-	94,052
Misc Revenue	24,887	-	-	-	-	-	24,887
Other	-	-	-	-	-	-	-
Total revenues	40,151,099	466,442	1,066,491	981	4,406,536	8,997,761	55,089,310
EXPENDITURES							
Current:							
Unallocated	-	-	-	-	-	1,159,029	1,159,029
General government	4,715,658	235,224	-	-	-	10,290	4,961,172
Public safety	13,608,687	1,172,587	-	-	-	2,141,699	16,922,972
Public works	3,446,071	815,072	188,225	2,045,190	862,590	599,346	7,956,495
Economic and community development	1,569,466	30,506	154,318	-	-	-	1,754,290
Alpharetta Business Community	-	-	-	-	-	-	-
Culture and recreation	4,237,295	678,780	-	49,662	200,563	205,457	5,371,756
Contingency	-	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-	-
Debt service:							
Principal	-	-	-	-	-	-	-
Interest	44,820	-	-	-	-	1,641,422	1,686,242
Other Costs	-	-	-	-	-	-	-
Bond issuance costs	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Total expenditures	27,621,998	2,932,168	342,543	2,094,852	1,063,153	5,757,241	39,811,956
Excess (deficiency) of revenues over (under) expenditures	12,529,101	(2,465,726)	723,948	(2,093,871)	3,343,383	3,240,520	15,277,355
OTHER FINANCING SOURCES (USES)							
Transfers in	993,453	2,486,166	-	-	-	-	3,479,620
Transfers out	(3,119,500)	-	-	-	-	(360,120)	(3,479,620)
Loan Proceeds	-	-	-	-	-	-	-
Capital Leases	-	572,485	-	-	-	-	572,485
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)	(2,088,289)	3,074,896	-	-	-	(360,120)	626,487
Net change in fund balances	10,440,812	609,170	723,948	(2,093,871)	3,343,383	2,880,400	15,903,842
Fund balances - beginning	35,676,601	9,534,428	168,362	5,125,103	34,358,330	10,374,256	95,237,080
Fund balances - ending	\$ 46,117,413	\$ 10,143,598	\$ 892,310	\$ 3,031,233	\$ 37,701,713	\$ 13,254,655	\$ 111,140,922

City of Alpharetta
Combining Balance Sheet
Non-Major Governmental Funds
November 30, 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	\$ 1,408,520	\$ 4,419,676	\$ 156,761	\$ 41,050	\$ 102,125	\$ 1,769,764	\$ 3,279,334	\$ 3,905,764	\$ 1,563,442	\$ 16,646,436
Taxes Receivable	-	-	-	-	-	-	-	-	-	-
Pre-Paid Expenditures	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	928,087	-	928,087
Intergovernmental Receivable	-	-	-	-	31,692	-	-	-	-	31,692
Due From Other Funds										
Restricted	-	-	-	-	-	-	-	-	-	-
Total Assets	1,408,520	4,419,676	156,761	41,050	133,816	1,769,764	3,279,334	4,833,851	1,563,442	17,606,215
LIABILITIES										
Accounts Payable	30,104	-	-	-	144	15,216	6,357	2,783	5,400	60,004
Retainage Payable	-	3,318	-	-	-	-	-	-	-	3,318
Intergovernmental Payable	-	-	-	-	-	-	-	-	-	-
Arbitrage Payable	-	-	-	-	-	-	-	-	-	-
Accounts payable/AR Suspense acct	-	-	-	-	-	-	-	-	-	-
Compensated Absences	-	-	-	-	-	-	-	-	-	-
Payroll Liabilities	-	-	809	-	-	4,705	-	-	-	5,514
Due to Other Fund	-	-	689	-	-	-	-	-	-	689
Deferred Revenue	-	-	-	-	31,692	-	3,322,256	928,087	-	4,282,034
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	30,104	3,318	1,498	-	31,835	19,921	3,328,612	930,870	5,400	4,351,559
FUND BALANCES										
Restricted:										
Capital Projects	-	4,416,359	-	-	-	-	-	-	-	4,416,359
Law Enforcement	-	-	155,262	41,050	-	-	-	-	-	196,313
Promotion of Tourism	1,378,416	-	-	-	-	-	-	-	-	1,378,416
Emergency Telephone Activities	-	-	-	-	-	1,749,843	(49,279)	-	-	1,700,564
Debt Service	-	-	-	-	-	-	-	3,902,981	-	3,902,981
Assigned for: Grant Projects	-	-	-	-	-	-	-	-	-	-
Grant Projects	-	-	-	-	101,981	-	-	-	-	101,981
Unassigned:	-	-	-	-	-	-	-	-	1,558,042	1,558,042
Total Fund Balances	1,378,416	4,416,359	155,262	41,050	101,981	1,749,843	(49,279)	3,902,981	1,558,042	13,254,655
Total Liabilities and Fund Balances	\$ 1,408,520	\$ 4,419,676	\$ 156,761	\$ 41,050	\$ 133,816	\$ 1,769,764	\$ 3,279,334	\$ 4,833,851	\$ 1,563,442	\$ 17,606,215

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

	Special Revenue									Total Non-major
	Hotel Motel	Impact Fee	Confiscated Assets	Confiscated Assets	Grant Operations	E911 Fund	American Rescue Act	Debt Service Fund	Stormwater Service Fund	Governmental Funds
REVENUES:										
Hotel Motel Tax	\$ 2,649,837	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,649,837
Property tax	-	-	-	-	-	-	-	4,326,335	-	4,326,335
Charges for Service	-	-	-	-	50,000	1,040,318	-	-	-	1,090,318
Impact Fees	-	844,022	-	-	-	-	-	-	-	844,022
Forfeiture Income	-	-	81,231	8,977	-	-	-	-	-	90,208
Intergovernmental	-	-	-	-	6,460	-	-	-	-	6,460
Contributions & Donations	-	-	-	-	4,000	-	-	-	-	4,000
Investment Earnings (Loss)	(2,622)	(6,343)	-	-	(164)	(2,324)	-	(1,173)	(1,601)	(14,227)
Other	-	-	-	-	-	808	-	-	-	808
Total revenues	2,647,215	837,679	81,231	8,977	60,296	1,038,802	-	4,325,162	(1,601)	8,997,761
EXPENDITURES:										
Tourism	1,159,029	-	-	-	-	-	-	-	-	1,159,029
Community Development	-	-	-	-	-	-	-	-	-	-
Culture/Recreation	51,109	100,187	-	-	53,750	-	411	-	-	205,457
Public Safety	-	124,100	-	94,894	4,172	1,918,532	-	-	-	2,141,699
Public Works	-	6,750	-	-	-	-	48,868	-	543,728	599,346
General Government	4,040	-	-	-	1,500	-	-	4,750	-	10,290
Debt Service:	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-	-
Interest	372,481	-	-	-	-	-	-	1,268,940	-	1,641,422
Bond Issuance Costs	-	-	-	-	-	-	-	-	-	-
Total expenditures	1,586,659	231,037	-	94,894	59,422	1,918,532	49,279	1,273,690	543,728	5,757,241
Excess (deficiency) of revenues over expenditures	1,060,556	606,643	81,231	(85,917)	874	(879,730)	(49,279)	3,051,472	(545,329)	3,240,520
OTHER FINANCING SOURCES (USES):										
Transfers in / out:										
General fund	(993,453)	-	-	-	-	-	-	-	633,333	(360,120)
Budgeted Fund Balance:	-	-	-	-	-	-	-	-	-	-
Total other financing sources and (uses)	(993,453)	-	-	-	-	-	-	-	633,333	(360,120)
Net change in fund balances	67,102	606,643	81,231	(85,917)	874	(879,730)	(49,279)	3,051,472	88,004	2,880,400
Fund balances - beginning	1,311,314	3,809,716	74,031	126,968	101,107	2,629,573	-	851,509	1,470,037	10,374,256
Fund balances - ending	\$ 1,378,416	\$ 4,416,359	\$ 155,262	\$ 41,050	\$ 101,981	\$ 1,749,843	\$ (49,279)	\$ 3,902,981	\$ 1,558,042	\$ 13,254,655

City of Alpharetta
Enterprise Fund -Solid Waste
Statement of Net Position
November 30, 2021

	<u>Solid Waste</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents & Investments	\$ 1,660,634
Inventories, at cost	-
Accounts Receivables (net of allowance for uncollectibles)	1,139,748
Prepaid Insurance Expenses	-
Total Current Assets	<u>2,800,383</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>2,800,383</u>
LIABILITIES	
Current Liabilities:	
Accounts Payable	5,967
Accounts Payable/ Customer Credit Balances	-
Accounts Payable/ Customer Pre-Paid Service	-
Accounts Payable/ A/R Module Suspense Acct	5,005
Payroll Liabilities	219
Accrued Salaries	-
Accrued Interest Payable	-
Compensated Absences Payable	300
Notes Payable - Revenue Bonds	-
Due to Other Funds	-
Total Current Liabilities	<u>11,492</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>11,492</u>
NET ASSETS	
Invested in Capital Assets, net of related debt	-
Reserved for Debt Service	-
Reserved for Encumbrances	-
Unreserved	2,788,891
Total Net Assets	<u>2,788,891</u>
Total Liabilities & Net Assets	<u>\$ 2,800,383</u>

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

Operating revenues:	
Charges for sales and services:	
Refuse Collection charges	\$ 3,874,035
Misc Revenue	-
Total operating revenues	<u>3,874,035</u>
Operating expenses:	
Administration	5,507,799
Non-departmental	-
Total operating expenses	<u>5,507,799</u>
Operating Gain (loss)	(1,633,764)
Non-operating revenues (expenses):	
Investment earnings (Loss)	<u>(3,235)</u>
Total non-operating revenue (expenses)	<u>(3,235)</u>
Income (loss) before transfers	(1,636,999)
Transfers In	-
Transfers Out	<u>-</u>
Change In Net Assets	(1,636,999)
Total net assets-beginning	<u>801,967</u>
Total net assets-ending (net of encumbrances)	<u>(835,032)</u>
Adjustments to GAAP basis:	
Encumbrances	3,623,923
Misc adj-Encumbrances Resv/Prior Year	
Total net assets-ending	<u>\$ 2,788,891</u>

DEVELOPMENT AUTHORITY



Revenue & Expenditure Report GAAP Financial Statements



ALPHARETTA DEVELOPMENT AUTHORITY

Financial Management Report - As of November 30, 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	5,574	-	13,226
	subtotal	\$ 113,800	\$ 100,574	\$ -	\$ 13,226
(1) 99575100-395000	Carryforward Fund Balance	\$ 263,120	\$ -	\$ -	\$ 263,120
	subtotal	\$ 263,120	\$ -	\$ -	\$ 263,120
	Total	\$ 376,920	\$ 100,574	\$ -	\$ 276,346
Expenditures					
99575100-571000-C1403	Local Job Creation Grant Program	\$ 32,500	\$ -	\$ -	\$ 32,500
99575100-544100-C1532	ATC Operational Funds	95,000	47,500	47,500	-
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	\$ 67,816	\$ 47,500	\$ 110,632
(2) 99575100-523860-C1535	Innovation Center Operations (Maintenance Contracts)	\$ 7,500	\$ 1,372	\$ -	\$ 6,128
99575100-531200-C1535	Innovation Center Operations (Miscellaneous Utilities)	1,100	349	-	751
99575100-531210-C1535	Innovation Center Operations (Water/Sewer)	200	73	-	127
99575100-531220-C1535	Innovation Center Operations (Natural Gas)	4,500	1,144	-	3,356
99575100-531230-C1535	Innovation Center Operations (Electricity)	5,500	1,419	-	4,081
	subtotal	\$ 18,800	\$ 4,358	\$ -	\$ 14,442
99575100-579000	Reserve	\$ 131,856	\$ -	\$ -	\$ 131,856
	Total	\$ 376,604	\$ 72,173	\$ 47,500	\$ 256,931

- (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 November 30, 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			100,574		
Expenditures incurred to date			(72,173)		
Fund Balance (current)			\$ 291,521		
Forecasted revenue collections			-		
Fund Balance (forecasted)			\$ 291,521		
Allocation of Forecasted Fund Balance:					
Non-Spendable (unspent/remaining project allocations)			\$ 158,448		
Spendable (available for investment by the Board)			133,073		
			\$ 291,521		

City of Alpharetta
Balance Sheet
COMPONENT UNIT-DEVELOPMENT AUTHORITY
November 30, 2021

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 294,425
Investments	-
Receivables	-
Restricted Cash for Bond Issuance Costs	-

Total Assets 294,425

LIABILITIES

Current Liabilities:

Accounts Payable	1,813
Deferred Revenue	-
Due to Other Funds	1,091
Total Current Liabilities	<u>2,904</u>

Current Liabilities Payable from Restricted Assets:

-

Total Current Liabilities Payable from Restricted Assets

-

Noncurrent Liabilities:

-

Total Noncurrent Liabilities

-

Total Liabilities

2,904

Fund Balance

Restricted	158,448
Unassigned	133,073
Total Fund Balance	<u>291,521</u>

Total Liabilities & Fund Balance

\$ 294,425

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

	<u>Actual Amounts</u>
Revenues	
Rent/Royalties	\$ 5,574
State Grant	-
Fees	-
Contributions & Donations	95,000
Miscellaneous Income-Interest	-
Miscellaneous Revenue	-
	<u>-</u>
Total Revenues	<u>100,574</u>
Expenditures	
Economic Development	115,000
Maintenance Contracts	1,372
Donation to private source	-
Utilities - Miscellaneous	3,301
Debt Service:	
Principal	-
Interest	-
	<u>-</u>
Total Expenditures	<u>119,673</u>
Excess (deficiency) of revenues over (under) expenditures	(19,099)
Other Financing Sources (Uses)	
Sale of capital assets	-
	<u>-</u>
Net Change in Fund Balances	(19,099)
Fund Balance, Beginning of Year	<u>263,121</u>
Encumbrances	47,500
Fund Balance, End of Year	<u>291,521</u>





City Council Meeting STAFF REPORT

Submitting Department: Courts
Submitted By: Brooke Lappin
Sponsored By:
Meeting Date: January 3, 2022

I. **AGENDA ITEM TITLE:** MUNICIPAL COURT CASE MANAGEMENT PROFESSIONAL SERVICE AGREEMENT

II. **RECOMMENDATION:**

Approve, as presented, a Professional Services Agreement between the City of Alpharetta and Journal Technologies and authorize the Mayor to execute all necessary agreements.

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 ITEM WAS NOT PREVIOUSLY INCLUDED IN THE BUDGET. THIS ITEM WILL BE PARTIALLY OFFSET BY FEES THAT ARE CURRENTLY BEING PAID TO RUN THE COURTRAC SOFTWARE AND THE WINDOWS 7 SERVER.

10,000.00 FEE TO INITIATE PLATFORM

35,000.00 ANNUAL MAINTENANCE FEE

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. **REPORT IN BRIEF:**

ECourt by Journal Technologies is a cloud-based court management software that will assist the court in moving towards a paperless operation. The City of Milton is currently live with eCourt and the new agreement with Journal was finalized on 12/20/21. The transition to eCourt for Alpharetta will allow both courts to function similarly. Alpharetta currently uses Courtrac case management software. This is an outdated system that is no longer supported by the software provider. Municipal courts are required to update forms and fees when new legislation is created. eCourt will allow most changes to be made in-house. The entire case file is scanned and maintained within the court database. This reduces the need for physical files and will allow the court to operate virtually if needed.

V. **ALTERNATIVES:**

Continue to use Courtrac Case management software.

VI. **ATTACHMENTS:**

(BKMB Revisions 12-10) Alpharetta - eCourtOnline JTI SaaS Agreement

Journal Technologies, Inc.

Software as a Service Agreement

This Software as a Service Agreement (the “**Agreement**”), effective as of [DATE] (the “**Effective Date**”), is by and between Journal Technologies, Inc., a Utah corporation (“**Provider**”), and City of Alpharetta, Georgia, a body politic and municipal corporation of the State of Georgia (“**Customer**”).

WHEREAS, Provider provides access to its SaaS Service to its customers;

WHEREAS, Customer desires to access the SaaS Service in connection with the Alpharetta Municipal Court, and Provider desires to provide Customer access to the SaaS Service, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Access Credentials**” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the SaaS Service.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Authorized Users**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the SaaS Service under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the SaaS Service has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 8.1.

“**Customer**” has the meaning set forth in the preamble.

“Customer Data” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the SaaS Service. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the SaaS Service by or on behalf of Customer or any Authorized User.

“Customer Failure” has the meaning set forth in Section 4.2.

“Customer Indemnatee” has the meaning set forth in Section 11.1.

“Customer Systems” has the meaning set forth in Section 6.2.

“Disclosing Party” has the meaning set forth in Section 8.1.

“Documentation” means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the SaaS Service or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“Effective Date” has the meaning set forth in the preamble.

“Fees” has the meaning set forth in Section 7.1.

“Force Majeure Event” has the meaning set forth in Section 14.9(a).

“Go Live” is the time upon which Customer received from Provider Access Credentials to access and use the SaaS Service, and upon which time Authorized Users are able to access and use the SaaS Service.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the SaaS Service or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

“Indemnatee” has the meaning set forth in Section 11.3.

“Indemnitor” has the meaning set forth in Section 11.3.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Process” means to take any action or perform any operation or set of operations that the SaaS Service are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Provider” has the meaning set forth in the preamble.

“Provider Disabling Device” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Provider or its designee to disable Customer’s or any Authorized User’s access to or use of the SaaS Service automatically with the passage of time or under the positive control of Provider or its designee.

“Provider Indemnitee” has the meaning set forth in Section 11.2.

“Provider Materials” means the SaaS Service, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the SaaS Service or otherwise comprise or relate to the SaaS Service or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the SaaS Service, but do not include Customer Data.

“Provider Personnel” means all individuals involved in the performance of SaaS Service as employees, agents, or independent contractors of Provider or any Subcontractor.

“Provider Systems” means the information technology infrastructure used by or on behalf of Provider in performing the SaaS Service, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

“Receiving Party” has the meaning set forth in Section 8.1.

“Representatives” means, with respect to a party, that party’s employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors; provided that in no event shall Provider be, or be deemed to be, a Representative of Customer under this Agreement.

“Resultant Data” means data and information related to Customer’s use of the SaaS Service that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Service.

“Service Allocation” has the meaning set forth in Section 3.2.

“SaaS Service” means the software-as-a-service offering described in **Exhibit A**.

“Subcontractor” has the meaning set forth in Section 2.6.

“Support Services” has the meaning set forth in Exhibit B.

“Term” has the meaning set forth in Section 13.1.

“Third-Party Materials” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the SaaS Service that are not proprietary to Provider.

2. SaaS Service.

2.1 Access and Use. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14.8) right to access and use the SaaS Service during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. Provider shall provide to Customer the Access Credentials prior to or upon the date of Go Live. The total number of Authorized Users will not exceed the number set forth in **Exhibit A**, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder.

2.2 Documentation License. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14.8) license to use

the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SaaS Service.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) Provider has and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the SaaS Service or Provider; (ii) results obtained from any use of the SaaS Service or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

Notwithstanding anything to the contrary in this Agreement, all SaaS Service, including all Processing of Customer Data by or on behalf of Provider, shall be provided solely from within, and on computers, systems, networks, and other infrastructure located in, the United States.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the SaaS Service, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the SaaS Service, the Provider Materials, and the Third-Party Materials are and will remain with Provider and the respective rights holders in the Third-Party Materials.

2.5 Changes. Provider reserves the right, in its sole discretion, to make any changes to the SaaS Service and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the SaaS Service' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the SaaS Service. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with the change procedure set forth in Section 1.6 of **Exhibit B**. No requested changes will be effective unless and until memorialized in a written change order signed by both parties and Customer pays the applicable fees and amounts for such requested changes as set forth in such change order.

2.6 Subcontractors. Provider may from time to time in its discretion engage third parties to perform SaaS Service (each, a "**Subcontractor**").

2.7 Suspension or Termination of SaaS Service. Provider may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the SaaS Service or Provider Materials, without incurring any resulting

obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the SaaS Service beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of any specifications provided by Provider; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the SaaS Service; or (iii) this Agreement has expired or is terminated. This Section 2.7 does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the SaaS Service or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the SaaS Service or Provider Materials;

- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any SaaS Service or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the SaaS Service or Provider Materials, in whole or in part;

- (d) bypass or breach any security device or protection used by the SaaS Service or Provider Materials or access or use the SaaS Service or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

- (e) input, upload, transmit, or otherwise provide to or through the SaaS Service or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SaaS Service, Provider Systems, or Provider's provision of services to any third party, in whole or in part;

- (g) remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other

intellectual property or proprietary rights notices from any SaaS Service or Provider Materials, including any copy thereof;

(h) access or use the SaaS Service or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;

(i) access or use the SaaS Service or Provider Materials for purposes of the development, provision, or use of a competing software service or product or any other purpose that is to the Provider's detriment or commercial disadvantage; or

(j) otherwise access or use the SaaS Service or Provider Materials beyond the scope of the authorization granted under this Section 3.1.

3.2 Service Usage and Data Storage. **Exhibit A** sets forth Fees for a designated number of Authorized Users and a specified amount of database storage (each a "**Service Allocation**"), beginning with the Fees payable by Customer for the number of Authorized Users and database storage in effect as of the date of Go Live. Provider will notify Customer in writing after Customer has reached eighty percent (80%) of its then current Service Allocation for database storage and Customer's Service Allocation for database storage will automatically be expanded by one (1) terabyte and Customer's Fees will be adjusted accordingly at the then current annual rate in accordance with **Exhibit A**. Document storage shall be charged in accordance with the terms and conditions of Exhibit A.

4. Customer Obligations.

4.1 Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the specifications set forth in Section 2.1 of **Exhibit B**, all Customer Systems on or through which the SaaS Service are accessed or used; and (b) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement.

4.2 Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's or any of its Representatives' delay in performing, or failure to perform, any of its or their obligations under this Agreement (each, a "**Customer Failure**").

4.3 Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3.1, Customer shall, and shall cause its Authorized Users and Representatives to, immediately: (a) take all reasonable and lawful measures within their respective and reasonable control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the SaaS Service and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify Provider of any such actual or threatened activity.

5. Data Backup. The Provider Systems are programmed to perform routine data backups as set out in Provider's backup policy as amended from time to time, a current version of which is set forth in Section 2.5 of **Exhibit B**.

6. Security.

6.1 Information Security. Provider will employ security measures in accordance with Provider's data privacy and security policy as amended from time to time, a current copy of which is set forth in Section 2 of **Exhibit B**.

6.2 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the SaaS Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the SaaS Service and Provider Materials directly or indirectly by or through the Customer Systems or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.3 Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards reasonably necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the SaaS Service; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the SaaS Service. Only to the extent allowable by applicable law (and reference is made to *CSX Transp., Inc. v. City of Garden City*, 277 Ga. 248, 588 S.E.2d 688 (2003) and O.C.G.A. § 36-33-1), Customer is solely responsible for, and shall indemnify, defend, and hold harmless Provider regarding any unlawful or accidental access to or authorized or improper disclosure of Customer Data that results from (i) the conduct of an Authorized User or any other Customer Representative, (ii) an unauthorized person obtaining an Authorized User's account credentials from such an Authorized User or Customer or its Representatives, (iii) changes that Customer or any of its Representatives makes to the configuration of the SaaS Service or the hosted database, or (iv) software scripts added to the SaaS Service or the hosted database by Customer or any of its Representatives. Without limiting the foregoing, Customer and its Representatives shall: (A) notify Provider immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (B) report to Provider immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Customer or any of its Representatives or Authorized Users; and (C) not impersonate another Authorized User or provide false identity information to gain access to or use the SaaS Service.

7. Fees and Payment.

7.1 Fees. Customer shall pay Provider the fees set forth in **Exhibit A** (“Fees”) in accordance with this Section 7.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider’s income.

7.3 Payment. Customer shall pay all Fees set forth in **Exhibit A** within thirty (30) days after the date of the invoice therefor. Customer shall make all payments hereunder in US dollars. Customer shall make payments to the address or account specified in **Exhibit A** or such other address or account as Provider may specify in writing from time to time.

7.4 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available (and only to the extent allowable by law):

(a) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments, including attorneys’ fees, court costs, and collection agency fees;

(b) if such failure continues for thirty (30) days, at any time thereafter, Provider may, immediately upon notice to Customer, suspend performance of the SaaS Service until all past due amounts have been paid in full, without incurring any obligation or liability to Customer or any other Person by reason of such suspension, and Customer shall remain responsible for all Fees incurred during the period of suspension; and

(c) in connection with any such suspension under Section 7.4(b), and only after the lateness of any payment has persisted for a period of at least ninety (90) days, Provider may, in its sole discretion, permanently erase all Customer Data and Customer’s Confidential Information from all systems Provider directly or indirectly controls, including Provider’s backups, archives and disaster recovery systems, without incurring any obligation or liability to Customer or any other Person by reason of such erasure or otherwise. Provider shall not erase the same until after first providing Customer thirty (30) days’ advanced written notice and reasonably facilitating a means for Customer to extract and retain said Customer Data. The foregoing notwithstanding, Provider shall not be entitled to engage in the erasure the subject of this Section 7.4(c) in the event that Customer and Provider are actively engaged in mediation regarding any dispute as to alleged late payments, as provided for in Section 14.13 of this Agreement, or in the event that such dispute is the subject of an active lawsuit or other legal action. Subject to the terms of Section 12.2 (“Cap on Monetary Liability”), Provider hereby agrees to indemnify, defend and hold harmless Customer and Customer’s officers, directors, employees, agents, successor and assigns (each, a

“Customer Indemnatee”) from and against any and all Losses incurred by Customer Indemnatee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnatee) arising from Provider’s material breach of this Section 7.4(c) that is attributable to Provider’s gross negligence or willful misconduct.

7.5 No Deductions or Setoffs. All amounts payable to Provider under this Agreement shall be paid by Customer to Provider in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax that is required by applicable Law following notice thereof to Provider).

7.6 Fee Increases. In accordance with the terms set forth in Exhibit A hereto.

8. Confidentiality.

8.1 Confidential Information. In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 8.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, operations, plans, strategies, customers, clients, and pricing, and information with respect to which the Disclosing Party has contractual, legal or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”.

8.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 8.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section

8.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8;

(c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 8.

(f) Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 8 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

8.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.5 Nothing in this Section 8 shall prohibit Customer from complying with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1, *et seq.*, Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, or any similar open records, sunshine, or government transparency law, rule, or regulation.

9. Intellectual Property Rights.

9.1 Provider Materials. All right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Provider Materials

except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. All other rights in and to the Provider Materials are expressly reserved by Provider. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

9.2 Customer Data. As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 9.3.

9.3 Consent to Use Customer Data; Restrictions on Use. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Provider, its Subcontractors, and the Provider Personnel to enforce this Agreement and exercise Provider's, its Subcontractors', and the Provider Personnel's rights and perform Provider's, its Subcontractors', and the Provider Personnel's obligations hereunder. Provider will only Process, use, retain, or disclose Customer Data to provide the SaaS Service, to perform Provider's obligations hereunder and for the other permitted purposes set forth in this Agreement, and for no other purpose whatsoever without Customer's prior written consent or request. Provider will not sell the Customer Data or retain, use, or disclose the information outside of the direct business relationship between Customer and Provider. Provider certifies that it understands the restrictions on Customer Data set forth in the preceding two sentences and will comply with them. For the avoidance of doubt, this Section is not intended to prevent Provider's support personnel from accessing Customer Data for purposes of investigating or resolving a Support service request from Customer or its Representatives.

10. Representations and Warranties.

10.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement;
- (b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate, governmental or organizational action of such party; and
- (c) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Additional Provider Representations, Warranties, and Covenants. Provider represents, warrants, and covenants to Customer that Provider will perform the SaaS Service using personnel of required skill, experience, and qualifications and in a professional and

workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

10.3 Additional Customer Representations, Warranties, and Covenants. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and Processed in accordance with this Agreement, the use of that Customer data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

10.4 DISCLAIMER OF WARRANTIES. ALL SAAS SERVICE AND PROVIDER MATERIALS ARE PROVIDED “AS IS” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, PROVIDER (ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS AND THEIR REPRESENTATIVES) SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NONE OF PROVIDER, ITS AFFILIATES OR ITS OR THEIR REPRESENTATIVES MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SAAS SERVICE OR PROVIDER MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, OR THAT ANY OF THE FOREGOING WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS (EXCEPT INsofar AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT), OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR COMPONENTS, OR ERROR FREE, OR THAT ANY CUSTOMER DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR THIRD-PARTY DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

11. Indemnification.

11.1 Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer and Customer’s officers, directors, employees, agents, successors, and assigns (each, a “**Customer Indemnitee**”) from and against any and all Losses incurred by Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnitee) that Customer’s use of the SaaS Service (excluding Customer Data and Third-Party Materials) in accordance with this Agreement infringes or misappropriates such third party’s US Intellectual Property Rights. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

- (a) Third-Party Materials or Customer Data;

(b) access to or use of the Provider Materials in combination with any hardware, system, software, network, or other materials or service not provided by Provider or specified for Customer's use in the Documentation;

(c) modification of the Provider Materials other than: (i) by or on behalf of Provider; or (ii) with Provider's written approval in accordance with Provider's written specification;

(d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider; or

(e) act, omission, or other matter described in Section 11.2(a), Section 11.2(b), Section 11.2(c), or Section 11.2(d), whether or not the same results in any Action against or Losses by any Provider Indemnitee.

11.2 Customer Indemnification. Only to the extent allowable by applicable law (and reference is made to *CSX Transp., Inc. v. City of Garden City*, 277 Ga. 248, 588 S.E.2d 688 (2003) and O.C.G.A. § 36-33-1), Customer shall indemnify, defend, and hold harmless Provider and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a "**Provider Indemnitee**") from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) that arise out of or result from, or are alleged to arise out of or result from:

(a) Customer Data, including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement;

(b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Provider's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Provider;

(c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or

(d) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

(e) unlawful or accidental access to or unauthorized or improper disclosure of Customer Data that results from (i) the conduct of an Authorized User, (ii) an unauthorized person obtaining an Authorized User's account credentials from such an Authorized User or Customer, or (iii) software scripts that are added to the SaaS Service by Customer.

11.3 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2, as the case may be. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee’s prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee’s failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

11.4 Mitigation. If any of the SaaS Service or Provider Materials are, or in Provider’s opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Customer’s or any Authorized User’s use of the SaaS Service or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense:

- (a) obtain the right for Customer to continue to use the SaaS Service and Provider Materials materially as contemplated by this Agreement;
- (b) modify or replace the SaaS Service and Provider Materials, in whole or in part, to seek to make the SaaS Service and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute SaaS Service and Provider Materials, as applicable, under this Agreement; or
- (c) by written notice to Customer, terminate this Agreement with respect to all or part of the SaaS Service and Provider Materials, and require Customer to immediately cease any use of the SaaS Service and Provider Materials or any specified part or feature thereof.

11.5 Sole Remedy with Regard to Intellectual Property Rights. THIS SECTION 11 SETS FORTH CUSTOMER’S SOLE REMEDIES AND PROVIDER’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICE AND PROVIDER MATERIALS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL PROVIDER OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SAAS SERVICE; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA (EXCEPT AS PROVIDED FOR IN SECTION 7.4(C)), OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT OF ANNUAL FEES PAID TO PROVIDER UNDER THIS AGREEMENT FOR THE THEN CURRENT YEAR OF THE TERM DURING WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. Term and Termination.

13.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect until the first anniversary of Go Live, and shall thereafter automatically renew for successive one-year periods (the "**Term**"), unless either party elects to not renew the Term upon written notice to the other party given not less than sixty (60) days prior to the end of the then-current Term.

13.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3.1, Section 6.2, Section 6.3, or Section 8;

(b) either party may terminate this Agreement without cause by giving the other party written notice at least sixty (60) days prior to the date of termination;

(c) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement (which material breach shall include, but not be limited to the non-recoverable deletion/erasure of Customer Data and/or Customer's Confidential Information from systems Provider directly or indirectly controls due to the intentional act(s), or act of ordinary or gross negligence, of Provider (or its officers, employees, contractors, or subcontractors), and not otherwise permitted by this Agreement), and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; and

(d) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.3 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Provider shall immediately cease all use of any Customer Data or Customer's Confidential Information and (i) upon Customer's payment of the amounts set forth in Section 2.5 of **Exhibit B** return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or Customer's Confidential Information; and (ii) permanently erase all Customer Data and Customer's Confidential Information from all systems Provider directly or indirectly controls, provided that, for clarity, Provider's obligations under this Section 13.3(b) do not apply to any Resultant Data;

(c) Customer shall immediately cease all use of any SaaS Service or Provider Materials and (i) promptly return to Provider, or at Provider's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or Provider's Confidential Information; and (ii) permanently erase all Provider Materials and Provider's Confidential Information from all systems Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (i) the Receiving Party

may retain the Disclosing Party's Confidential Information; (ii) Provider may retain Customer Data; (iii) Customer may retain Provider Materials, in the case of each of subclause (i), (ii) and (iii) in its then current state and solely to the extent and for so long as required by applicable Law; (iv) Provider may also retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in the ordinary course; and (v) all information and materials described in this Section 13.3(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) Provider may disable all Customer and Authorized User access to the Provider Materials;

(f) if Customer terminates this Agreement pursuant to Section 13.2(b), or if Provider terminates this Agreement pursuant to Section 13.2(b), Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Provider will refund to Customer any Fees paid in advance for SaaS Service that Provider has not performed as of the effective date of termination;

(g) if Provider terminates this Agreement pursuant to Section 13.2(a) or Section 13.2(b), or if Customer terminates this Agreement pursuant to Section 13.2(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Provider's invoice therefor; and

(h) if Customer requests in writing at least 30 days prior to the effective date of expiration or termination, subject to Section 13.3(d), Provider shall, within a commercially reasonable timeframe following such expiration or termination, deliver to Customer the then most recent version of Customer Data maintained by Provider, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination, including any expenses and fees, on a time and materials basis, for Provider's services in transferring such Customer Data.

13.4 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 5 (last sentence only), Section 6.2, Section 6.3, Section 8, Section 0, Section 11, Section 12, Section 13.3, this Section 13.4, and Section 14.

14. Miscellaneous.

14.1 Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

14.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.3 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

14.4 Notices. Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 14.4):

If to Provider: Journal Technologies, Inc.
 915 East First Street
 Los Angeles, CA 90012
 Attention: President

If to Customer: City of Alpharetta, Georgia
 2 Park Plaza
 Alpharetta, Georgia 30009
 Attention: Robert J. Regus, City Administrator

and

 Bovis, Kyle, Burch & Medlin, LLC
 200 Ashford Center North
 Suite 500
 Atlanta, Georgia 30339
 Attention: Michael D. Stacy, City Attorney

Notices sent in accordance with this Section 14.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; and (c) on the third (3rd) business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.5 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a

comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein, and each of them is incorporated herein by this reference.

14.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.7 Entire Agreement. This Agreement, together with the Exhibits hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14.8 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

14.9 Force Majeure.

(a) No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, pandemic, epidemic, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may

terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14.10 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party or in the manner required to obtain a legally binding amendment; provided, however, that Provider may amend or modify the terms of **Exhibit B** at any time upon written notice to Customer of such amendment or modification. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Provider acknowledges and agrees that, in certain circumstances, the Alpharetta City Charter and/or Georgia law may require that a modification to or waiver of this Agreement be formally considered and approved by the Alpharetta Mayor and City Council and executed by the Mayor, City Council, relevant department head, City Attorney (as to form), and City Clerk (as attestation) before such modification or waiver can constitute an enforceable agreement. It is within Customer's sole discretion as to when compliance with such formal contracting procedures may be required. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.12 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Georgia.

14.13 Dispute Resolution. In the event of any dispute arising under or related to this Agreement the parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties. The parties hereby agree that any

dispute that is not otherwise resolved by meeting or mediation may be brought in Cobb County, Georgia or in the U.S. District Court for the Northern District of Georgia.

14.14 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 8 or in the case of Provider, Section 7.4(c), or, in the case of Customer, Section 3.1, Section 4.3, or Section 6.2, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

14.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

JOURNAL TECHNOLOGIES, INC.

CITY OF ALPHARETTA, GEORGIA

By: _____

By: _____

Name: _____

Name: Jim Gilvin

Title: _____

Title: Mayor

Approved as to Content:

Brooke Lappin

Director of Municipal Court Services

Approved as to Form:

Michael D. Stacy

City Attorney

EXHIBIT A

FEES

eCourt® Online

1. Software as a Service Offering: eCourt® Online. Annual Fees include access to the SaaS Service, 1 terabyte (“TB”) of database storage, maintenance updates, upgrades, and Support Services as described in this Agreement. Document storage is billed accordance to the rate table in Section 2.

2. Annual eCourt® Online Fees: \$35,000 (and adjusted for any CPI increase after the first year), which includes access to the SaaS Service for 10 Authorized Users and 1 TB database storage. Each additional TB of database storage utilized by Customer shall cost \$4,000 annually per TB and shall be added to Customer’s annual Fee, and such additional amount shall be payable within 30 days following the date of Provider’s invoice therefor provided pursuant to Section 3.2 of this Agreement.

Document storage shall be charged in accordance with Customer’s usage, and pursuant to the table set forth below (A. Document Storage). Document storage incorporates two access tiers: *Frequent Access* and *Infrequent Access*. Documents that have not been accessed for a minimum of thirty (30) days are automatically moved to the *Infrequent Access* tier. If the document is requested it will be moved back to the *Frequent Access* tier and the lifecycle begins again. Each document object can be up to 5TB in size and is replicated automatically across multiple data centers for redundancy.

All Document Storage fees are NON-REFUNDABLE for any reason. Provider will NOT refund, and will not be obligated or required to refund, any storage fees under any circumstances. Document storage fees are subject to change throughout the course of the Agreement upon 60 days prior notice by Provider.

A. DOCUMENT STORAGE

1. PRICING/FEES

Service	Price per month
Storage - Frequent Access Tier	\$0.093 per GB
Storage – Infrequent Access Tier	\$0.055 per GB

Storage usage is calculated in binary gigabytes (GB), where 1GB is 1,073,741,824 bytes. This unit of measurement is also known as a gibibyte (GiB), defined by the International Electrotechnical Commission (IEC)

2. PAYMENTS

Provider automatically bills Customer on a monthly basis for Document Storage.

Customer has two options for paying monthly fees:

Option #1: Invoice

Customer will be sent a monthly invoice for average daily storage usage. Customer may use ACH to make monthly invoice payments.

Option #2: Automated

Customer may opt to automatically pay monthly storage by setting up an automatic online payment plan with Provider. If Customer is interested in using this method of payment, Customer should contact Provider using the contact information set forth in Section 14.4.

B. DATABASE STORAGE

1. PRICING/FEES

Description	Price per month
First 1TB	Included
Cost per year for each additional TB	\$4,000

2. PAYMENTS

If database storage is either (i) automatically expanded or (ii) Customer requests purchase of additional storage, Customer will be invoiced immediately with the prorated rate calculated to the end of the annual Term renewal period. Thereafter the additional storage is billed annually as part of the Services Fee.

C. INCREASE OR DECREASE OF AUTHORIZED USERS

If the number of Authorized Users increases or decreases, the annual Fee will be adjusted pursuant to the pricing table set forth below, but subject in all events to a minimum annual Fee of \$35,000:

Annual Fees for SaaS Service Based on Number of Authorized Users (with 1TB of database storage), includes AWS hosting fees	
Up to 10 Authorized Users	\$35,000

Between 11 and 20 Authorized Users	\$35,000 plus \$3,000 per each User over 10 Users
Between 21 and 30 Authorized Users	\$65,000 plus \$2,500 per each User over 20 Users
Between 31 and 60 Users	\$115,000 plus \$2,000 per each User over 30 Users

Fees set forth in the table above, and Customer's annual Fees, will not increase during the first 3 years after Go Live (excluding increases for additional Authorized Users or additional database storage). Subsequently, upon the beginning of the fourth (4th) year of the Term, Customer's annual Fees will be increased by nine (9) percent and, subsequently, an annual CPI-U adjustment will automatically be applied to the annual Fees for each year of the Agreement after the fourth (4th) year. For the avoidance of doubt, such increase will also apply to any Fees paid by Customer for additional storage provided pursuant to Section 3.2 of this Agreement.

EXHIBIT B
SUPPORT SERVICES AND SECURITY

1. Support Services

1.1 Support Services Availability. Support Services are available by e-mail or internet submission from 5:00 am to 7:00 pm Mountain time, Monday through Friday, except for federal holidays. Provider shall make commercially reasonable efforts to provide an initial response to Support Services requests within four (4) hours of first contact.

Email: Support@JournalTech.com

a. Outages. Outages of the SaaS Service may be reported by telephone at the number below:

Telephone: 1-877-587-8927

1.2 Self-help Resources. Many self-help resources have been built into the SaaS Service, using which Customer should be able to resolve many questions or issues with the SaaS Service without additional assistance from Provider. Customer should initially consult these resources and Provider may direct Customer to these resources in the event Provider believes they can lead to full resolution of a Support Services request. The self-help resources include the following:

a. In-line Help Text: All forms entailed in the SaaS Service include issue-specific guidance

b. Consolidated Documentation: Provides guidance as to all aspects of the SaaS Service

c. Self-Training Videos: A library of issue-specific video demonstrations

1.3. Incident Category. Upon receiving a request for Support Services, Provider shall, in its good faith discretion, categorize the request pursuant to the criteria below:

Incident Category	Description
1 – Service Failure or Severe Degradation	This status represents a complete loss of the SaaS Service and no workaround exists. This status only applies to applications that are in production.
2 – Mild Degradation	A fault causing the SaaS Service not to operate in accordance with specifications, but usable with a minimum to moderate level of difficulty.
3 – General Issue or Services Enhancement	Includes product questions and feature requests. This category includes all requests relating to applications that are not in production.

1.4 Resolution. Upon categorizing a Support Services request according to the above criteria, Provider shall take commercially reasonable steps toward resolving a given request in the manner described below:

Incident Category	Nature of Resolution
1	Provider will take steps to resolve Category 1 requests as quickly as is commercially reasonable. Provider will help with workarounds and bug reporting. Provider will give Customer reasonable updates.
2	Provider will help with workarounds and bug reporting. Critical bugs will generally be fixed in Provider's next regular maintenance release. Non-critical bugs will be scheduled according to a variety of considerations.
3	Where applicable Provider will direct Customer to self-help materials as to SaaS Service questions. Provider will consider feature requests and act upon such requests as Provider in its discretion deems appropriate.

1.5. Conditions to Receive Support.

- a. Customer must designate at least one and as many as three system administrators, each of whom shall be an employee or contractor of Customer. Only a designated system administrator may request Support Services. It is the responsibility of Customer to instruct Authorized Users to route Support Services requests through system administrators. Additionally, system administrators will resolve issues raised by Authorized Users wherever possible and will direct Authorized Users to the self-help resources listed above in the event such resources may provide such resolution.
- b. Customer must provide Provider with accurate screen shots or other files and documentation as required for each Support Services request.

1.6. Additional Work. Additional work, not specifically referenced above as part of the Support Services, may be requested by Customer. Provider, in its sole discretion, may elect to perform such additional work, for additional fees as mutually agreed to in a separate statement of work.

1.7. Maintenance and Software Updates. Provider will generally provide any updates or enhancements as part of regular maintenance releases. As referenced above, resolution of Category 2 incidents will generally occur as part of such regular releases.

a. Weekly Maintenance Window: The SaaS Service will be subject to a maintenance window each Wednesday evening (9:00PM Wednesday to 4:00AM Thursday, Mountain Time) or at such additional times as may be separately agreed between Provider and Customer. The SaaS Service maintenance window may include loss of network access, the servers, and the operating system during such window. The SaaS Service will not always be disrupted during each weekly maintenance window.

b. Extended Maintenance Outage. If Provider requires additional time for maintenance or installation, Provider shall provide written notification to Customer at least 24 hours prior to implementing an extended maintenance outage. Provider's notice shall explain the nature and expected duration for the extended maintenance outage.

c. Critical Security Maintenance. The SaaS Service shall be subject to immediate security maintenance with less than 24-hour notice given to the Customer in the event a critical software vulnerability needs to be patched.

2. Security

2.1 Customer Responsibilities. In addition to Customer's obligations set forth elsewhere in this Agreement, Customer's additional responsibilities with respect to the SaaS Service are as follows:

- a.** Provide a secure internet connection between Authorized Users and the SaaS Service that meets necessary bandwidth requirements.
- b.** Customer shall (i) notify Provider immediately of any unauthorized use of any password or account or any other suspected breach of security known to Customer, (ii) report to Provider immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of content that is known or suspected by Customer or Authorized Users; and (iii) not impersonate another Authorized User or provide false identity information to gain access to or use the SaaS Service.
- c.** Accept that Customer and any and all third parties associated with Customer (i) will never have direct, privileged access to Provider's hosted infrastructure (servers, database, file storage, monitoring, dashboards, etc.) and accordingly (ii) are restricted from installing or requiring installation of third-party software.
- d.** Accept that each hosted instance allows for one (1) terabyte of database storage. Customer will be notified when database storage usage thresholds exceed 80% of the then available storage and the database storage will be automatically expanded in accordance with **Exhibit A**. Additional database storage may be pre-purchased at any time.
- e.** Have and maintain the workstation configuration requirements as required by Provider; the current list of such requirements is set forth below but will be periodically updated on Provider's website:

Component	Minimum Specification
Processor	1 @ 2.0 Ghz or faster
Hardware	Mouse/trackpad, keyboard
Memory	4 GB minimum (8+ GB preferred)
Monitor Size	Minimum resolution: 1600x1200
Video Card	Standard
Disc space	100 GB minimum
Network interface	Secure internet connection
Operating system/version	Supported OS from Microsoft or Apple
Other required software and versions	Support browser versions of Customer's choice from the following list: Microsoft IE, Microsoft Edge, Firefox, Google Chrome, Apple Safari. Java Runtime Environment 8 only for automated printing and scanning.
Third-party applications and versions, what they are used for	MS Word, Adobe (This is for viewing and generating documents in Word and PDF format)

2.2 Secure Hosted Environment. Provider leverages world class cloud infrastructure providers like Amazon Web Service (AWS) and Microsoft Azure to host Customer data and software.

These companies provide state-of-the-art computer power, storage and security. Provider's cloud hosting service results in a higher level of security, availability, fault tolerance and disaster preparedness than is generally available with on-premise solutions.

AWS offers an environment specifically for government applications called AWS GovCloud (US). GovCloud is an isolated AWS region designed to host sensitive data and regulated workloads in the cloud, helping customers support their U.S. government compliance requirements, including the International Traffic in Arms Regulations (ITAR) and Federal Risk and Authorization Management Program (FedRAMP). GovCloud is operated solely by employees who are vetted U.S. Citizens on U.S. soil. Root account holders of AWS accounts must confirm they are U.S. Persons before being granted access credentials to the region. All GovCloud data centers are in the continental United States. GovCloud, in conjunction with other security and procedural practices, helps to create a JTIS and FIPS 140-2 compliant environment. More information about GovCloud is available at <https://aws.amazon.com/govcloud-us/>

Microsoft Azure provides similar services and security.

2.3 Data Security. Provider builds the SaaS Service to meet data security standards and best practices set forth by the U.S. Department of Justice Criminal Justice Information Services (CJIS) Security Policy. Provider also references *Security Control Mapping of CJIS Security Policy Version 5.9 Requirements to NIST Special Publication 800-53 Revision 5* a mapping represents a "best fit" correlation between the CJIS Security Policy controls and NIST federal controls.

Data at Rest – The database in Provider's hosted solution is attached to an encrypted volume with a data key using the industry-standard AES-256 algorithm.

Data in Transit – Customer is hosted in AWS GovCloud (US). The connection to Customer's location is established using a site-to-site virtual private network (VPN) or over HTTP or TLS (HTTPS). When CJIS is transmitted outside the boundary of a physically secure AWS data center, the transmission is encrypted utilizing FIPS 140-2 compliant ciphers with a symmetric cipher key strength of at least 128-bit strength.

2.4 Security Testing. Provider runs nightly vulnerability scans on its hosted infrastructure. This includes scans for vulnerabilities such as OWASP exploits, weak authentication, operating system and application versions, etc. It also checks for suspicious behaviors (or indicators of compromise) which are programs or people doing activity they don't normally do such as escalating privileges, logging into a server a named user never uses, accounts running scripts they previously did not, etc.

Provider undergoes monthly, internal penetration and vulnerability tests across its product lines using NIST 800-30 to assess the overall risk of any vulnerabilities found. Guidance for

vulnerability tests come from the OWASP Application Security Verification Standard (ASVS) 4.0.

Provider has completed a System & Organization Control (SOC) 2 Type 1 audit, an independent third-party examination of Provider's information security controls. Provider can make available to Customer SOC reports upon Customer's reasonable request therefor, subject to the confidentiality provisions of this Agreement and any other procedures Provider may deem necessary to protect the security of such reports.

2.5 Security Breach. A security breach is an incident that results in unauthorized access to data, applications, networks or devices. In the event of a potential security breach, Provider will follow its Security Incident Response Plan. If a verified security breach occurs Provider will promptly notify Customer IT representatives or CSO.

2.6 Data Ownership. All the hosted Customer Data remains Customer's property during and after the lifetime of the hosting contract. Provider interaction with Customer Data is strictly limited to supporting Customer's operation.

2.7 Data Backups and Disaster Recovery. Provider backs up Customer's production database redundant storage available in multiple availability zones. At the end of the day, the final backup is archived, and the other hourly backups are overwritten the next day. Provider maintains fourteen days of archival data backup.

This gives Provider a Restore Point Objective (RPO) of two hours or less.

Provider snapshots Customer's running Compute Instances (CI) once every 24 hours and rotates the CI backups every 14 days.

All backups and snapshots are encrypted at rest.

In a disaster scenario, should Customer's compute instances in the primary availability zone cease to respond for two hours Provider begins to restore from backups and snapshots to a different availability zone.

Provider's DR Restore Point Objective (RPO) is two hours or less and Provider's Recovery Time Objective (RTO) is twenty-four hours or less.

Copies of the systems database are available upon request for a transfer fee of \$300 dollars and are provided as an MS SQL Backup file. Backup requests take 3 business days to process and will be made available on a secure transfer site for download.

Copies of the systems complete document file store are available upon request for a transfer fee of \$40/Day + \$0.20 USD/GB with a minimum of 10 calendar days to complete extraction. Shipping and handling will be added. For this extraction, all documents and other digital files stored in the case management system will be copied to an encrypted hard drive and delivered via a certified carrier. Transfer fee is subject to price change throughout the course of this agreement upon 60 days prior notice.

2.8 Cloud Maintenance. Provider (i) installs operating system (OS) updates as needed during maintenance windows and (ii) installs critical OS updates within 24-48 hours of a CVSS score of 7 or above



City Council Meeting STAFF REPORT

Submitting Department: Public Works

Submitted By: Arash Moradkhani

Sponsored By:

Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: SPEED ZONE ORDINANCE EXTENSION

II. RECOMMENDATION:

Please approve the existing speed zone ordinance and authorize the Mayor to execute all necessary documents.

III. REPORT IN BRIEF:

The City's Speed Zone Ordinance was last approved in April 2018. To reduce the existing posted speed limits for safety purposes, especially within the Downtown, staff collected traffic counts and crash data as well as the City's development trends and submitted them to the Georgia Department of Transportation (GDOT) in September 2021. Based on the collected speed data, 85 percent of all vehicles (i.e., 85th percentile) on most of the roads were observed to travel significantly higher than posted speed limits. Due to this reason, the GDOT recommended providing additional traffic calming measures, such as electronic speed detection signs on roadsides, to encourage lower driving speeds before reducing posted speed limits.

Staff in the Public Works and Public Safety Departments continue providing additional traffic calming measures and will re-evaluate driving speeds in the Downtown in Fall 2022. If driving speeds are observed at or below posted speed limits, a new application may be submitted to the GDOT for speed limit reduction.

The existing list of roadways (LOR) with corresponding posted speed limits, uploaded under the Attachments section of this item, is the same as the previously approved LOR in April 2018. Staff worked with the Georgia Department of Public Safety and extended the Radar Permit (that expired on 12/22/2021).

IV. ALTERNATIVES:

N/A

V. ATTACHMENTS:

List of Roadways for Speed Ordinance_Jan 03 2022

The City Council of the City of Alpharetta is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS
for
CITY OF ALPHARETTA**

ON-SYSTEM

#	STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT (MPH)
1	9	ALPHARETTA	Upper Hembree Road (City Limit)	23.37	280 feet south of Devore Road	24.46	1.09	45
2	9	ALPHARETTA	280 feet south of Devore Road	24.46	50 feet north of Marietta Street	24.90	0.44	35
3	9	ALPHARETTA	50 feet north of Marietta Street	24.90	160 feet north of Academy Street	25.12	0.22	35
4	9	ALPHARETTA	160 feet north of Academy Street	25.12	0.05 miles north of Cumming Street	25.34	0.22	35
5	9	ALPHARETTA	0.05 mi. north of Cumming Street	25.34	Windward Pkwy. (City Limit)	27.04	1.70	45
6	120	ALPHARETTA	State Route 120 runs common with State Route 9 from M.P. 6.71 to M.P. 8.08.					
7	120	ALPHARETTA	SR 9	8.08	0.37 mi. west of Webb Bridge Road (City Limit)	12.52	4.44	45
8	140	ALPHARETTA	50 feet south of SR 372 / Crabapple Road	3.26	0.06 mi. north of Rucker Road	3.50	0.24	35
9	372	ALPHARETTA	SR 140	0.00	40 feet south of Green Road	0.50	0.50	35
10	400	ALPHARETTA	Big Creek bridge (N. Roswell City Limit) (S. Alpharetta City Limit)	15.92	Forsyth County line	22.47	6.55	65

OFF-SYSTEM

#	ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT (MPH)
1	Academy Street	ALPHARETTA	SR 9	Haynes Bridge Road	0.20	30
2	Academy Street	ALPHARETTA	Haynes Bridge Road	Wedgewood Drive	0.79	35
3	Alderman Drive	ALPHARETTA	Windward Parkway	Windward Concourse	1.00	35
4	Alexander Drive	ALPHARETTA	Brookside Parkway	Old Milton Parkway	0.38	30
5	Andover Road	ALPHARETTA	Hopewell Road	Surrey Point	0.39	25
6	Ash Rill Drive	ALPHARETTA	Berkshire Manor Drive	Birch Rill Drive	0.37	25
7	Barnesley Lane	ALPHARETTA	Grey Abbey Drive	Cul-de-sac	0.78	25
8	Berkshire Manor Drive	ALPHARETTA	Haynes Bridge Road	Alvin Road	0.27	25
9	Bethany Road	ALPHARETTA	Mid Broadwell Road	Mayfield Road	0.60	35
10	Big Creek Overlook	ALPHARETTA	Webb Bridge Road	Cul-de-sac	0.59	25
11	Birch Rill Drive	ALPHARETTA	Berkshire Manor Drive	Cul-de-sac	0.78	25
12	Briars Bend	ALPHARETTA	Brierfield Road	Briars Bend	0.91	25
13	Brierfield Road	ALPHARETTA	Mid Broadwell Road	Dead End	0.25	25
14	Briers Chute	ALPHARETTA	Briers Creek Drive	Dead End	0.34	25
15	Briers Creek Drive	ALPHARETTA	Briars Bend	Dead End	0.26	25
16	Broadwell Road	ALPHARETTA	Rucker Road	580 feet north of Cathedral Drive	0.40	35
17	Brookside Parkway	ALPHARETTA	Old Milton Parkway	Old Milton Parkway	0.70	35
18	Burnett Way	ALPHARETTA	Wills Road	Cul-de-sac	0.21	25
19	Caney Creek Landing	ALPHARETTA	Newport Bay Passage	Cul-de-sac	0.19	25
20	Canton Street	ALPHARETTA	Milton Avenue	50 feet north of Church Street	0.14	25
21	Canton Street	ALPHARETTA	50 feet north of Church Street	Mayfield Road	0.26	30
22	Canton Street *** SCHOOL ZONE ***	ALPHARETTA <i>Innovation Academy</i>	95 feet south of Milton Avenue	50 feet north of Lily Garden Place	0.22	25
23	Canton Street	ALPHARETTA	Mayfield Road	300 feet north of Pebble Trail	0.32	35
24	Cape York Trace	ALPHARETTA	Grey Abbey Drive	Cul-de-sac	0.62	25
25	Carybell Lane	ALPHARETTA	North Farm Drive	North Farm Drive	0.58	25
26	Chantilly Drive	ALPHARETTA	Bethany Road	Mayfield Road	0.39	25
27	Charlotte Drive	ALPHARETTA	Mid Broadwell Road	Rucker Road	0.82	35
28	Chasewood Trail	ALPHARETTA	Chasewood Landing	Cul-de-sac	0.40	25
29	Clairbourne Drive	ALPHARETTA	Clairmonte Ave.	Clairview Street	0.20	25
30	Clairmonte Ave.	ALPHARETTA	Cumming Street	Clairmonte Ave.	0.35	25
31	Clairview Street	ALPHARETTA	Clairbourne Drive	Cul-de-sac	0.40	25
32	Clipper Bay Drive	ALPHARETTA	Lake Windward Drive	Southlake Drive	0.57	25
33	Cogburn Road	ALPHARETTA	SR 9	Hopewell Road (City Limit)	0.46	35

#	ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT (MPH)
34	Colony Drive	ALPHARETTA	Mayfield Road	Cul-de-sac	0.19	25
35	Compass Pointe Crossing	ALPHARETTA	Windward Parkway	Cul-de-sac	0.33	25
36	Clubhouse Drive	ALPHARETTA	Lake Windward Drive	Douglas Road	1.30	30
37	Crabapple Chase Drive	ALPHARETTA	Rucker Road	Crabapple Road	0.80	25
38	Crabapple Trace	ALPHARETTA	Chantilly Drive	Chantilly Drive	0.23	25
39	Cricket Lane	ALPHARETTA	Academy Street	Cumming Street	0.25	25
40	Cumming Street	ALPHARETTA	SR 9	Cricket Lane	1.31	35
41	Cumming Street *** SCHOOL ZONE ***	ALPHARETTA <i>Manning Oaks Elementary School</i>	1360 feet west of Henderson Parkway	985 feet east of Henderson Parkway	0.40	25
42	Devore Road	ALPHARETTA	Haynes Bridge Road	SR 9	0.40	35
43	Douglas Road	ALPHARETTA	McGinnis Ferry Road	Highland Glen Drive	1.25	35
44	Dover Avenue	ALPHARETTA	Oakmere Drive	Lantern Ridge Court	0.42	25
45	Edison Drive	ALPHARETTA	Dead End	Cul-de-sac	0.75	30
46	Encore Parkway	ALPHARETTA	Westside Parkway	North Point Parkway	0.42	35
47	Eversedge Drive	ALPHARETTA	Cul-de-sac	Cul-de-sac	0.83	25
48	Fanfare Way	ALPHARETTA	Encore Parkway	Maxwell Road	0.45	30
49	Georgia Lane	ALPHARETTA	Haynes Bridge Road	North Point Parkway	0.25	25
50	Golf Club Drive	ALPHARETTA	Windward Parkway	Private Drive	0.18	25
51	Greenmount Walk	ALPHARETTA	Rucker Road	0.7 mi. north of Rucker Road	0.70	25
52	Grenadier Lane	ALPHARETTA	South Kimball Bridge Crossing	Tuxford Drive	0.18	25
53	Grey Abbey Drive	ALPHARETTA	Cul-de-sac	Cul-de-sac	0.89	25
54	Harrington Drive	ALPHARETTA	Mayfield Road	Eversedge Drive	0.40	25
55	Harris Road	ALPHARETTA	Upper Hembree Road	Rucker Road	0.50	35
56	Haynes Bridge Road	ALPHARETTA	Academy Street	SR 120	0.30	25
57	Haynes Bridge Road	ALPHARETTA	SR 120	495 feet north of Wentworth Terrace (City Limit)	3.10	45
58	Haynes Bridge Road *** SCHOOL ZONE ***	ALPHARETTA <i>Haynes Bridge Middle School</i>	1190 feet south of Blackwatch Lane	845 feet north of Blackwatch Lane	0.39	25
59	Hembree Road	ALPHARETTA	288 feet east of Old Roswell Road	Westside Parkway	0.53	35
60	Henderson Parkway	ALPHARETTA	Cumming Street	SR 9	0.91	25

#	ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT (MPH)
61	High Hampton Chase	ALPHARETTA	Waters Road	Cul-de-sac	1.08	25
62	Hillcrest Heights	ALPHARETTA	Wynridge Crossing	Cul-de-sac	0.21	25
63	Hook Road	ALPHARETTA	Mayfield Road	Shady Grove Lane	0.18	25
64	Hopewell Plantation Drive	ALPHARETTA	Cogburn Road	Penn Oak Court	0.58	25
65	Hopewell Road	ALPHARETTA	300 feet north of Pebble Trail	Vaughan Drive (City Limit)	0.34	35
66	Jayne Ellen Way	ALPHARETTA	Cumming Street	Denna Drive	0.60	25
67	Jon Scott Drive	ALPHARETTA	Devore Road	Dead End	0.37	25
68	Karen Drive	ALPHARETTA	Devore Road	Dead End	0.48	25
69	Kenneth Drive	ALPHARETTA	Mayfield Circle	Meadow Drive	0.19	25
70	Kimball Bridge Road	ALPHARETTA	Westside Parkway	320 feet east of Pinehigh Drive (City Limit)	3.80	35
71	Kimball Bridge Road *** SCHOOL ZONE ***	ALPHARETTA <i>New Prospect Elementary</i>	2612 feet east of North Point Parkway	950 feet east of North Point Parkway	0.31	25
72	Lakeview Parkway	ALPHARETTA	Haynes Bridge Road	Morrison Parkway	0.35	35
73	Lake Windward Drive	ALPHARETTA	Webb Bridge Road	Clubhouse Drive	1.29	25
74	Lantern Ridge Court	ALPHARETTA	Dover Avenue	Cul-de-sac	0.37	25
75	Manning Drive	ALPHARETTA	Cumming Street	Dead End	0.19	25
76	Maid Marion Close	ALPHARETTA	Webb Bridge Road	Cul-de-sac	0.64	25
77	Mansell Road	ALPHARETTA	Old Roswell Road / Westside Parkway	Big Creek Bridge (City Limit)	1.31	40
78	Marconi Drive	ALPHARETTA	Windward Parkway	Cul-de-sac	0.59	30
79	Market Place	ALPHARETTA	Windward Parkway	Cul-de-sac	0.25	30
80	Marietta Street	ALPHARETTA	SR 9	Old Milton Parkway	0.41	30
81	Maxwell Road	ALPHARETTA	SR 9	900 feet south of Brady Place	0.24	40
82	Maxwell Road	ALPHARETTA	Hembree Road	Westside Parkway	0.48	35
83	May Apple Drive	ALPHARETTA	Water Lilly Drive	Cul-de-sac	0.34	25
84	Mayfield Circle	ALPHARETTA	Mayfield Road	Cul-de-sac	0.46	25
85	Mayfield Manor Drive	ALPHARETTA	Mayfield Road	Cul-de-sac	0.67	25

#	ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT (MPH)
86	Mayfield Road	ALPHARETTA	SR-9	Freemanville Road	2.43	35
87	Mayfield Road *** SCHOOL ZONE ***	ALPHARETTA <i>Alpharetta Elementary School</i>	1090 feet west of Hook Road	105 feet east of Hook Road	0.23	25
88	Meadow Drive	ALPHARETTA	Upshaw Drive	Cul-de-sac	0.42	25
89	Michael Drive	ALPHARETTA	Devore Road	Allyson Circle	0.39	25
90	Mid Broadwell Road	ALPHARETTA	Wills Road	Charlotte Drive	2.00	40
91	Mill Creek Avenue	ALPHARETTA	North Point Parkway	Society Street	0.52	25
92	Milton Avenue	ALPHARETTA	SR 9	0.29 miles west of Roswell Street / Canton Street	0.40	25
93	Milton Avenue	ALPHARETTA	0.29 miles west of Roswell Street / Canton Street	Wills Road	0.43	35
94	Morris Road	ALPHARETTA	SR 120	Morris Road	1.00	30
95	Nathan Circle	ALPHARETTA	Milton Avenue	Wills Drive	0.21	25
96	Newcastle Drive	ALPHARETTA	Eversedge Drive	Sulling Way	0.41	25
97	Newport Bay Drive	ALPHARETTA	Newport Bay Passage	Newport Bay Passage	0.90	25
98	Newport Bay Passage	ALPHARETTA	Clubhouse Drive	Douglas Road	0.45	25
99	North Creek Circle	ALPHARETTA	Pine Grove Drive	Pine Grove Drive	0.55	25
100	North Farm Drive	ALPHARETTA	Houze Road / SR 140	Carybell Lane	0.53	25
101	North Point Drive	ALPHARETTA	North Point Circle	North Point Parkway	0.63	35
102	North Point Parkway	ALPHARETTA	Mansell Road	Haynes Bridge Road	1.30	35
103	North Point Parkway	ALPHARETTA	Haynes Bridge Road	Windward Parkway	3.80	40
104	North Point Parkway *** SCHOOL ZONE ***	ALPHARETTA <i>Alpharetta High School</i>	772 feet south of Webb Bridge Road	1910 feet south of Webb Bridge Road	0.21	25
105	North Trace	ALPHARETTA	Hopewell Road	Cul-de-sac	0.27	25
106	Northwinds Parkway	ALPHARETTA	Haynes Bridge Road	SR 120	1.14	35
107	Oakmere Drive	ALPHARETTA	Andover Road	Cul-de-sac	0.21	25
108	Old Alabama Road Connector	ALPHARETTA	Mansell Road	0.50 miles south of Mansell Road	0.50	45
109	Old Milton Parkway	ALPHARETTA	SR 9	Wills Road	0.80	35
110	Old Roswell Road	ALPHARETTA	Mansell Road	Warsaw Road	0.40	35

#	ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT (MPH)
111	Park Bridge Parkway	ALPHARETTA	Webb Bridge Road	400 feet south of Autumn Sage Drive	0.54	30
112	Park Bridge Parkway	ALPHARETTA	400 feet south of Autumn Sage Drive	SR 120	0.49	35
113	Park Brook Drive	ALPHARETTA	Kimball Bridge Road	Park Brook Trace	0.40	25
114	Park Brook Trace	ALPHARETTA	Cul-de-sac	Cul-de-sac	1.03	25
115	Park Creek Drive	ALPHARETTA	Park Bridge Parkway	Cul-de-sac	0.42	25
116	Parkmont Drive	ALPHARETTA	Warsaw Road	Dead End	0.20	25
117	Pebble Trail	ALPHARETTA	Canton Street	Cul-de-sac	0.42	25
118	Pine Grove Drive	ALPHARETTA	SR 9	Cul-de-sac	0.58	25
119	Pinehigh Drive	ALPHARETTA	Kimball Bridge Road	Pineset Drive	0.50	25
120	Pineset Drive	ALPHARETTA	Buice Road	Pinehigh Drive	0.47	25
121	Pinewalk Drive	ALPHARETTA	Buice Road	Pineset Drive	0.30	25
122	Pinewalk Forest Circle	ALPHARETTA	Pinewalk Forest Circle	Cul-de-sac	0.66	25
123	Preston Ridge Road	ALPHARETTA	North Point Parkway	Morris Road	0.61	30
124	Providence Road	ALPHARETTA	Mayfield Road	160 feet south of Providence Oaks Street (City Limit)	0.85	35
125	Roswell Street	ALPHARETTA	SR 9	Milton Avenue	0.31	25
126	Rucker Road	ALPHARETTA	Wills Road	Spring Place Lane	2.21	35
127	Salem Drive	ALPHARETTA	Colony Drive	Cul-de-sac	0.31	25
128	Sandridge Court	ALPHARETTA	Tuxford Drive	Cul-de-sac	0.27	25
129	Seale Drive	ALPHARETTA	Rock Mill Road	Seale Drive	0.72	25
130	Shady Grove Lane	ALPHARETTA	Canton Street	Pebble Trail	0.42	25
131	South Kimball Bridge Crossing	ALPHARETTA	Kimball Bridge Road	Kimball Bridge Road	0.47	25
132	Southlake Drive	ALPHARETTA	Webb Bridge Road	Douglas Road	1.50	30
133	Stanyan Street	ALPHARETTA	Thornberry Drive	Cul-de-sac	0.21	25
134	Sugar Valley Trail	ALPHARETTA	Waters Road	Cul-de-sac	0.33	25
135	Traywick Chase	ALPHARETTA	Cogburn Road	Traywick Chase	0.92	25
136	Thompson Street	ALPHARETTA	Haynes Bridge Road	Westside Parkway	0.63	25
137	Thornberry Drive	ALPHARETTA	Haynes Bridge Road	Cul-de-sac	0.31	25
138	Tuxford Drive	ALPHARETTA	Kimball Bridge Road	Cul-de-sac	1.00	25
139	Union Hill Road	ALPHARETTA	Windward Parkway	McGinnis Ferry Road	0.33	30
140	Upper Hembree Road	ALPHARETTA	100 feet west of SR 9	118 feet west of Taylor Oaks Drive	0.70	35
141	Upshaw Drive	ALPHARETTA	Mayfield Road	Dead End	0.17	25
142	Walnut Creek Crossing	ALPHARETTA	Windward Parkway	Cul-de-sac	0.16	25
143	Walnut Creek Drive	ALPHARETTA	Walnut Creek Trail	Cul-de-sac	0.17	25
144	Warsaw Road	ALPHARETTA	Old Roswell Road	Mansell Road	0.25	35

#	ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT (MPH)
145	Waters Road	ALPHARETTA	Kimball Bridge Road	Jones Bridge Road	1.35	35
146	Webb Bridge Road	ALPHARETTA	Wedgewood Drive	SR 400	0.46	35
147	Webb Bridge Road	ALPHARETTA	SR 400	Webb Bridge Way	2.90	40
148	Webb Bridge Road *** SCHOOL ZONE ***	ALPHARETTA <i>Webb Bridge Middle School</i>	1100 feet west of Park Glenn Drive	1880 feet east of Park Glenn Drive	0.56	25
149	Webb Bridge Road *** SCHOOL ZONE ***	ALPHARETTA <i>Creek View Elementary School</i>	1350 feet west of Lake Windward Drive	1000 feet east of Lake Windward Drive	0.45	25
150	Webb Bridge Road *** SCHOOL ZONE ***	ALPHARETTA <i>Alpharetta High School</i>	1967 feet east of North Point Parkway	1052 feet east of North Point Parkway	0.17	25
151	Webb Bridge Road	ALPHARETTA	Webb Bridge Way	Cul-de-sac	0.30	30
152	Webb Bridge Way	ALPHARETTA	Webb Bridge Road	Kimball Bridge Road	0.27	30
153	Westside Parkway	ALPHARETTA	Mansell Road	Windward Parkway	5.50	40
154	Wills Drive	ALPHARETTA	Milton Avenue	Old Milton Parkway	0.25	25
155	Wills Lane	ALPHARETTA	Wills Road	Dead End	0.25	25
156	Wills Road	ALPHARETTA	SR 9	Mid Broadwell Road	0.80	35
157	Windward Concourse	ALPHARETTA	Windward Parkway	McGinnis Ferry Road	0.47	35
158	Windward Parkway	ALPHARETTA	Cogburn Road	North Point Parkway	1.80	35
159	Windward Parkway	ALPHARETTA	North Point Parkway	McGinnis Ferry Road	3.32	40
160	Windward Plaza	ALPHARETTA	Windward Parkway	Windward Parkway	0.36	30
161	Wynridge Crossing	ALPHARETTA	Windward Parkway	Cul-de-sac	0.38	25

***** SCHOOL ZONE HOURS EFFECTIVE *****

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time- SCHOOL DAYS ONLY.

P.M. from 15 minutes prior to dismissal time to 45 minutes after dismissal time- SCHOOL DAYS ONLY.

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
CITY CLERK

FIRST READING: _____

SECOND READING: _____

ADOPTED: _____



City Council Meeting STAFF REPORT

Submitting Department: Public Safety

Submitted By:

Sponsored By:

Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: NORTH FULTON CITIES AUTOMATIC AID AGREEMENT

II. RECOMMENDATION:

Approve the Agreement for Automatic Aid by and among the North Fulton Count cities of Alpharetta, Johns Creek, Milton, Roswell, and Sandy Springs.

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: 0.00

APPROPRIATIONS:

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

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

We are fortunate to work extremely well with all of our neighboring fire departments in North Fulton. In an effort to provide the most effective and efficient services to all of our citizens, we have created an Agreement for Automatic Aid. This agreement will ensure that the closest or most appropriate emergency unit(s) will be available to respond to each type of emergency situation as determined, regardless of what jurisdiction the vehicle/crew are located in.

V. ALTERNATIVES:

VI. ATTACHMENTS:

North Fulton Automatic Aid Agreement FIRST DRAFT

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT FOR AUTOMATIC AID

This **AGREEMENT FOR AUTOMATIC AID** ("Agreement") is made and entered into this ____ day of _____, 2021, by and among the North Fulton County cities of Alpharetta, Johns Creek, Milton, Roswell and Sandy Springs, each a municipal corporation existing under the laws of the State of Georgia (each "City", collectively "Cities").

WITNESSETH

WHEREAS, each of the Cities maintains and staffs a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, the Cities desire to provide a uniform emergency response system, known as an "Automatic Aid/Closest Unit Response"; and

WHEREAS, fire service providers in the Cities ("Fire Service Providers") are not restricted by local, county, state or federal statute or laws from assisting neighboring Fire Service Providers in controlling or extinguishing fires or other emergencies; and

WHEREAS, City and jurisdictional boundaries may be common between two (2) or more Fire Service Providers; and

WHEREAS, calls for assistance occur in areas where a neighboring jurisdiction's emergency units may be closer or available quicker for emergency response; and

WHEREAS, delays in responding to certain emergencies, due to availability of emergency apparatus or personnel because of distance or operational status, may result in more severe conditions involving loss of life, injury, or loss of property; and

WHEREAS, it is the intent of the Cities participating in this Agreement to cooperate with each other to effectively assist each other in the best interest of the public health, safety, and welfare; and

WHEREAS, this Agreement is intended to provide a remedy for jurisdictional problems that could result from the use of facilities, equipment or personnel shared in common by the Cities when assisting other Fire Service Providers in emergency response; and

WHEREAS, joint response or Closest Unit Response or Automatic Aid or mutual aid may result in a reduction of fire insurance rates for the citizens of North Fulton County;

NOW THEREFORE, in consideration of the covenants and promises herein contained, it is mutually agreed among the Cities as follows:

I. Definitions

Local Authority - The authority having the responsibility to provide the primary emergency response in a certain jurisdiction.

Closest Unit Response - The unit which is pre-determined to be the closest to the emergency scene and which is dispatched first without regard to the jurisdiction where an emergency occurs.

Automatic Aid - The process for automatically assisting in controlling an emergency situation. Automatic Aid entails the dispatch of the formal "Runcard(s)."

Runcard(s) - The systematic response on a pre-determined basis of the emergency units. Runcard(s) are accessed in the computer-aided dispatch (CAD) system and emergency units are dispatched based on the recommendation of the CAD system.

Automatic Vehicle Location (AVL) - A means for automatically determining and transmitting the geographic location of a vehicle.

Incident Commander - The person from the Local Authority who assumes overall command of personnel, apparatus, equipment and operations at the incident scene.

II. Emergency Response System

An emergency response Runcard system will be maintained by each City's 911 center.

A. Runcard(s) will be prepared to indicate the closest or most appropriate emergency unit(s) available to respond to each type of emergency situation as determined by the Local Authority.

B. Runcard(s) will be monitored and changes requested only by the Local Authority directly affected in coordination with other affected departments or agencies.

C. Each Fire Service Provider agrees to respond with available units in accordance with the established Runcard(s).

D. Runcard(s) may be replaced by Automatic Vehicle Location.

III. Area-Wide Disaster

During or prior to an impending local or area-wide disaster such as but not limited to, hazardous material incident, tornado, hurricane, or major fire, the Local Authority may withdraw that jurisdiction's responses from the Runcard(s) system and retain control locally of all responses of that agency's emergency units. Normal operation will be resumed upon notification by the Local Authority. This Agreement shall in no way impair the ability of any City to provide a minimal level of fire service within its jurisdiction or impose an obligation upon any City to respond if, in the discretion of the Fire Chief of a jurisdiction, a response would impair the ability of that City to ensure the provision of a minimal level of fire service within that jurisdiction.

IV. Command and Control

Units responding to an emergency into another jurisdiction shall be under the command and control of the Incident Commander until released.

V. Communication

Representatives of each City's emergency services agency shall meet at least annually to review communications and operational procedures related to this Agreement.

VI. Minimum Standards

In addition to the provision of Automatic Aid support through on-duty and on-call personnel and equipment, up to and including reserve apparatus in accordance with National Fire Protection Association ("NFPA") and Insurance Services Office ("ISO") guidelines, in exceptional circumstances, Fire Service Providers will also be able to access such equipment as necessary to ensure that the minimum level of fire service to the participating Cities is continuous and uninterrupted. Such access is contingent upon coordination with the other jurisdiction's command staff and shall be managed to ensure the continued minimum level of fire service for the Automatic Aid partner.

VII. Compensation

The Automatic Aid support described herein by the Cities shall be provided without cost to the other Cities and no cost against any City shall be assessed by the other Cities unless consented to by formal action of the City's governing body. Each City shall comply with Workers' Compensation laws of the State of Georgia without any cost to the other Cities. Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the City regularly employing such person.

VIII. Agents

The Cities hereto agree that all acts and omissions of each City's employees are performed as agents of the employing City. The employees of one City shall not be deemed to be the agent of another City by performing any function under the terms of this Agreement.

IX. Immunity of Defense

Each of City agrees to release the other Cities from any and all liabilities, claims, judgments, costs or demands for damage to that City's property, whether arising directly or indirectly out of the use of any vehicle, equipment, or apparatus by another City during the provision of service pursuant to this Agreement.

X. Term

The initial term of this Agreement shall begin the date two or more Cities approve and execute this Agreement. This Agreement shall automatically be renewed by the Cities each year thereafter unless and until such time as written notice of intention not to renew or notice of modification is received by any City within ninety (90) days prior to the expiration of the term of this Agreement. In any event, the Term of this Agreement shall not exceed fifty (50) years.

XI. Termination

Any City may terminate participating in this Agreement by giving not less than ninety (90) days' written notice to the other participating Cities. Upon the running of ninety (90) days from such written notice, this Agreement shall be terminated as to that City. In such an event, the Agreement shall continue in full force and effect as to the other participating Cities until terminated as provided herein.

XII. Notices

Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

Notice to Alpharetta shall be sent to:	Notice to Johns Creek shall be sent to:	Notice to Milton shall be sent to:
Mayor	Mayor	Mayor
City of Alpharetta	City of Johns Creek	City of Milton
2 Park Plaza	11360 Lakefield Drive	2006 Heritage Walk
Alpharetta, GA 30009	Johns Creek, GA 30097	Milton, GA 30004
Notice to Roswell shall be sent to:	Notice to Sandy Springs shall be sent to:	
Mayor	Mayor	
City of Roswell	City of Sandy Springs	
38 Hill Street	1 Galambos Way	
Roswell, GA 30075	Sandy Springs, GA 30328	

Either party may change the notification addresses listed above with proper written notice.

XIII. Effective Date

This Agreement shall become effective upon the approval of two or more of the governing bodies of the Cities and execution by the authorized representatives of the respective Cities. Failure of any City to approve and execute this Agreement will not affect the validity and enforceability of this Agreement between the other participating Cities.

CITY OF ALPHARETTA, GEORGIA

By: _____
Fire Chief, City of Alpharetta

By: _____
Mayor, City of Alpharetta

Attest:

By: _____
City Clerk

(SEAL)

Approved as to form:

City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF JOHNS CREEK, GEORGIA

By: _____
Fire Chief, City of Johns Creek

By: _____
Mayor, City of Johns Creek

Attest:

By: _____
City Clerk

(SEAL)

Approved as to form:

City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF MILTON, GEORGIA

By: _____
Fire Chief, City of Milton

By: _____
Mayor, City of Milton

Attest:

By: _____
City Clerk

(SEAL)

Approved as to form:

City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF ROSWELL, GEORGIA

By: _____
Fire Chief, City of Roswell

By: _____
Mayor, City of Roswell

Attest:

By: _____
City Clerk

(SEAL)

Approved as to form:

City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Fire Chief, City of Sandy Springs

By: _____
Mayor, City of Sandy Springs

Attest:

By: _____
City Clerk

(SEAL)

Approved as to form:

City Attorney



RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 13080 TIDEWATER CROSSING, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1033-081-1) FOR ROAD PROJECT – MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY.

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Nagarajan Ramachandran and Sathi Nagajan located at 13080 Tidewater Crossing (Tax Parcel No.: 21 - 5680-1033-081-1) within the City of Alpharetta, Georgia (reference: **Project Parcel 35**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 13080 Tidewater Crossing (Tax Parcel No.: 21 -5680-1033-081-1), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Brian Will

John Hipes

Dan Merkel

(SEAL)

Attest:

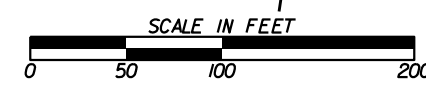
Donald Mitchell

Lauren Shapiro, City Clerk

Douglas J. DeRito

Approve as to form and legal sufficiency:

City Attorney



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES		BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP
							PROJECT NO:0004634 COUNTY: FORSYTH/FULTON LAND LOT NO: LAND DISTRICT: GMD DATE SH OF
							DRAWING No. 60-0015

RED PERM ESMT - PAR 37/SV213 REQ'D PERM. EASM'T. DE586				
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	
DE20259	70.00 72.88	174+36.07 N 77°16'31.0" E	McGinnis Ferry Rd Const	CL
DE20260	105.00 108.57	175+00.00 S 74°01'29.5" E	McGinnis Ferry Rd Const	CL
DE20261	105.00 198.89	176+08.57	McGinnis Ferry Rd Const	CL
ARC LENGTH =	198.89			
CHORD BEAR =	S 70°46'42.1" E			
LNTH CHORD =	198.78			
RADIUS =	1755.00			
DEGREE =	3°15'53.0"			
DE20262	105.00 54.95	177+95.55 S 15°28'34.8" E	McGinnis Ferry Rd Const	CL
DE20258	62.00 227.80	178+28.12	McGinnis Ferry Rd Const	CL
ARC LENGTH =	227.80			
CHORD BEAR =	N 70°12'46.6" W			
LNTH CHORD =	227.63			
RADIUS =	1712.00			
DEGREE =	3°20'48.2"			
DE20257	62.00 73.57	176+08.57 N 74°01'29.5" W	McGinnis Ferry Rd Const	CL
DE20256	62.00 34.41	175+35.00 N 19°33'45.1" W	McGinnis Ferry Rd Const	CL
DE20255	90.00 15.00	175+15.00 N 74°01'29.5" W	McGinnis Ferry Rd Const	CL
DE20254	90.00 29.73	175+00.00 S 3°40'43.3" E	McGinnis Ferry Rd Const	CL
DE20253	62.00 69.93	175+10.00 N 74°01'29.5" W	McGinnis Ferry Rd Const	CL
DE20252	62.00 8.94	174+40.07 N 10°33'42.8" W	McGinnis Ferry Rd Const	CL
DE20259	70.00 14894.49	174+36.07	McGinnis Ferry Rd Const	CL
RED EASM'T =	0.342	SE		
RED EASM'T =		ACRES		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0004634
COUNTY: FORSYTH/FULTON
AND LOT NO:
AND DISTRICT:
MD
DATE SH OF

DRAWING No.
60-0017



RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 5015 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1033-073-8) FOR ROAD PROJECT – MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY.

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by LeDeshia Robinson located at 5015 Tidewater Way (Tax Parcel No.: 21 -5680-1033-073-8) within the City of Alpharetta, Georgia (reference: **Project Parcel 41**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 5015 Tidewater Way (Tax Parcel No.: 21 -5680-1033-073-8), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Brian Will

John Hipes

Dan Merkel

(SEAL)

Attest:

Donald Mitchell

Lauren Shapiro, City Clerk

Douglas DeRito

Approve as to form and legal sufficiency:

City Attorney





RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE CERTAIN PROPERTY LOCATED AT 5035 TIDEWATER WAY, ALPHARETTA, GEORGIA (TAX PARCEL NO.: 21 -5680-1054-071-6) FOR ROAD PROJECT – MCGINNIS FERRY ROAD WIDENING FROM RONALD REAGAN BOULEVARD/UNION HILL ROAD TO HOSPITAL PARKWAY.

WHEREAS, the City of Alpharetta (the "City"), in conjunction with the City of Johns Creek and Forsyth County, has determined that it is necessary to construct a road project, which includes the widening of, and construction of other operational improvements to, a portion of McGinnis Ferry Road, such road project being known as the McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway project (the "Project"); and

WHEREAS, in order to construct the Project, it is necessary to acquire certain rights to, in, over, under, through, and across the property now or formerly owned by Maria C. Morales located at 5035 Tidewater Way (Tax Parcel No.: 21 -5680-1054-071-6) within the City of Alpharetta, Georgia (reference: **Project Parcel 43**), as further described and shown in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have considered the Project and determined that the Project and the use of eminent domain to acquire those certain rights to, in, over, under, through, and across the foregoing property are necessary, in the public interest, and must be carried out expeditiously to ensure the timely completion of the Project.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ALPHARETTA, GEORGIA, AS FOLLOWS:

For public road purposes and to meet the public necessity for immediately acquiring the subject property rights, which are hereby declared, the Mayor and Council authorize the City Attorney's Office to acquire through the use of Eminent Domain, pursuant to Title 32 of the Official Code of Georgia Annotated, the necessary property rights to, in, over, under, through, and across the property located at 5035 Tidewater Way (Tax Parcel No.: 21 -5680-1054-071-6), in order to ensure the timely completion of the Project – McGinnis Ferry Road from Ronald Reagan Boulevard/Union Hill Road to Hospital Parkway. Further, the Mayor and the City Administrator are specifically authorized to execute, on behalf of and as if signed by every member of the governing authority of the City, the Mayor and Council, any and all documents necessary to further the filing of any Petition for Condemnation or Declaration of Taking related to the same and/or in furtherance of this Resolution.

SO RESOLVED, this _____ day of _____ 2022.

CITY OF ALPHARETTA, GEORGIA

By: _____
Jim Gilvin, Mayor

COUNCIL MEMBERS

Jason Binder

Brian Will

John Hipes

Dan Merkel

(SEAL)

Attest:

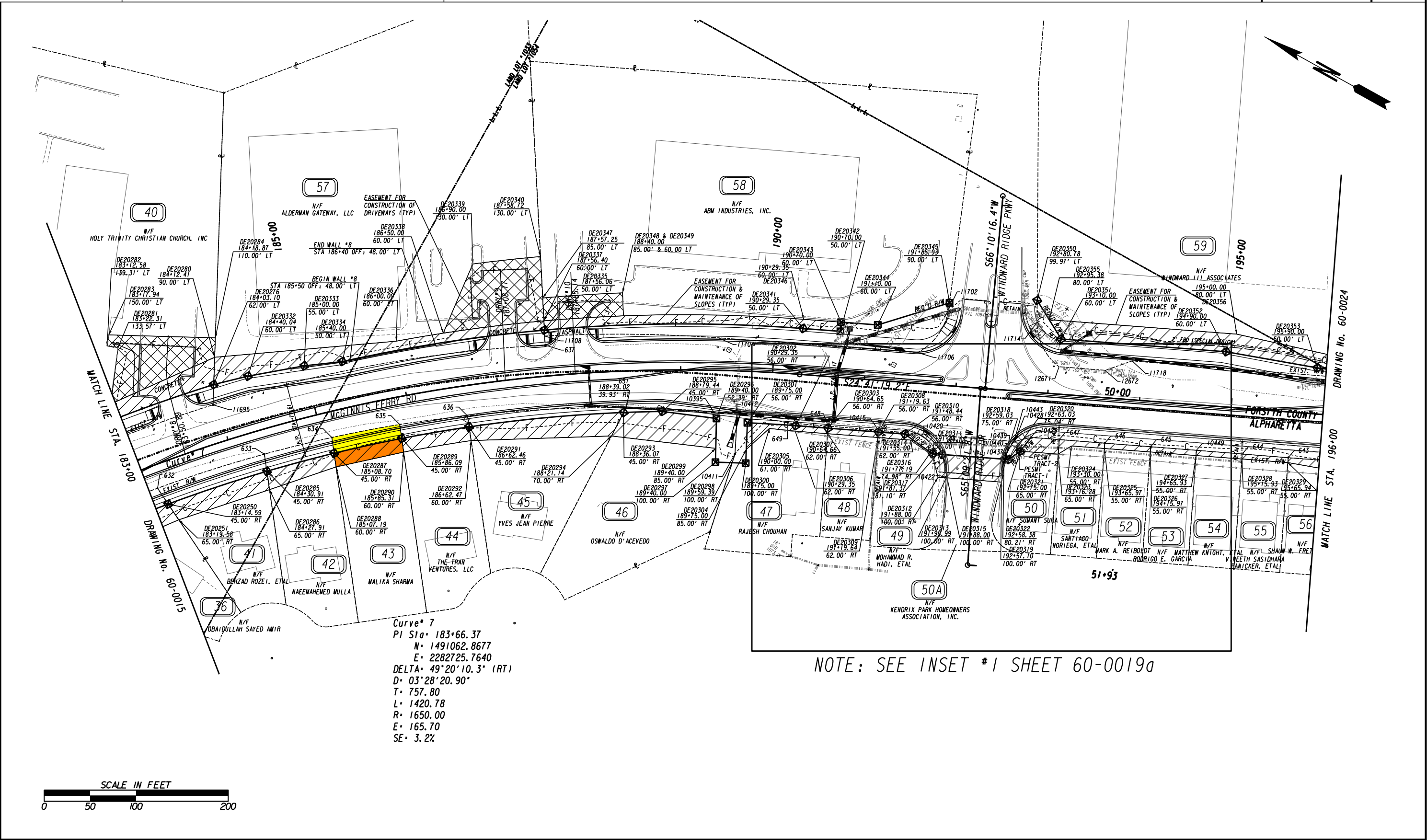
Donald Mitchell

Lauren Shapiro, City Clerk

Douglas J. DeRito

Approve as to form and legal sufficiency:

City Attorney



PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E----- -----C-----F-----	BEGIN LIMIT OF ACCESS.....BLA	-----O----- -----H-----	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION	
		END LIMIT OF ACCESS.....ELA						RIGHT OF WAY MAP	
		EXISTING LIMIT OF ACCESS						PROJECT NO:0004634	
		REQ'D LIMIT OF ACCESS						COUNTY: FORSYTH/FULTON	
EXISTING LIMIT OF ACCESS & R/W								LAND LOT NO:	
REQ'D LIMIT OF ACCESS & R/W								LAND DISTRICT:	
ORANGE BARRIER FENCE								GMD	
ESA - ENV. SENSITIVE AREA								DATE SH OF	
								DRAWING No.	
								60-0019	

REQD R/W	- PAR 45/SV31	REQD R/W	DE601
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
	12.17	N 52°32'10.1" E	
636	32.83 R	186+62.46	McGinnis Ferry Rd Const CL
ARC LENGTH =	172.85		
CHORD BEAR =	S 32°00'29.6" E		
LNTH CHORD =	172.74		
RADIUS =	1419.23		
DEGREE =	4°02'13.6"		
651	39.93 R	188+39.02	McGinnis Ferry Rd Const CL
	5.83	S 88°17'27.4" W	
DE20293	45.00 R	188+36.07	McGinnis Ferry Rd Const CL
ARC LENGTH =	168.87		
CHORD BEAR =	N 34°24'52.3" W		
LNTH CHORD =	168.79		
RADIUS =	1605.00		
DEGREE =	3°34'11.4"		
DE20291	45.00 R	186+62.46	McGinnis Ferry Rd Const CL
REQD R/W =	1513.69	SF	
REQD R/W =	0.035	ACRES	
REMAINDER =	*/- 0.421	ACRES	

PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	-----E-----  -----C-----F-----   	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	       	DATE	REVISIONS	DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NO:0004634 COUNTY: FORSYTH/FULTON LAND LOT NO: LAND DISTRICT: GMD DATE SH OF		DRAWING No. 60-0020



City Council Meeting STAFF REPORT

Submitting Department: Council

Submitted By:

Sponsored By:

Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: COUNCIL MEMBER DERITO'S APPOINTMENTS TO THE CITY OF ALPHARETTA'S BOARDS AND COMMISSIONS

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>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Council

Submitted By:

Sponsored By:

Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: COUNCIL MEMBER MITCHELL'S APPOINTMENTS TO THE CITY OF ALPHARETTA'S BOARDS AND COMMISSIONS

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>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS:



City Council Meeting STAFF REPORT

Submitting Department: Council

Submitted By:

Sponsored By:

Meeting Date: January 3, 2022

I. AGENDA ITEM TITLE: COUNCIL MEMBER WILL'S APPOINTMENTS TO THE CITY OF ALPHARETTA'S BOARDS AND COMMISSIONS

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>
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EXTERNAL FUNDING SOURCES:

<u>ACCOUNT TITLE/NUMBER</u>	<u>DOLLAR AMOUNT</u>
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IV. REPORT IN BRIEF:

V. ALTERNATIVES:

VI. ATTACHMENTS: